

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

public works DEPARTMENT.

G.O. No.	682	Press
615. 611		Mis.
Dated	27. 2.	1895.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
27th February 1873.*

No. 613. Read the following endorsement of the Revenue Department, dated Fort St. George, 20th January 1873 :—

Read the following Proceedings of the Board of Revenue, dated 16th January 1873, Miscellaneous No. 251.

From the Collector of Cuddapah, to the Secretary to the Board of Revenue, dated Cuddapah, 18th December 1872, No. 220.

As directed in the Proceedings of the Board, No. 994, dated June 13th, 1872, I have the honour to report upon Madar Sahib's claims.

2. From the enclosed copy of a letter* from the Head Assistant Collector, the Board will see that Madar Sahib shirks an inquiry by a Panchayet into his

* Dated 9th December 1872, No. 278. claims. He has even gone so far as to tell something of the nature of a falsehood in order to account for his inability to appear before the Panchayetdats. This will at first sight appear to the Board to be unaccountable, considering that Government in paragraph 6 of their Order, No. 1,376, dated June 3rd, 1872, say that "the Contractor Madar Sahib deserves all consideration for his honesty." Madar Sahib would have been quite contented with the commendation if Government had said nothing about the inquiry into his losses. Such consideration has placed him in an awkward position.

3. When inquiring into the part taken by Seshareddy in the Tangatur channel case, I found that Madar Sahib's conduct was anything but what it should have been. It appears to me that he took up the contract knowing that the estimate for the work contained items of repairs which the channel did not require. The Reddy, unfortunately for Madar Sahib, found this out. Madar Sahib offered the Reddy a share in the contract, which offer, unfortunately for Madar Sahib, was rejected. The position was an unpleasant one for Madar Sahib, and there was nothing for it but to abandon all hope of benefiting by the fraud, and, in order to screen himself from a criminal prosecution, to turn informer against the Reddy. To show how utterly guileless was his conduct throughout, Madar Sahib says that he gave an advance of Rupees 500 to Wudders in Cuddapah for work in Tangatur. I have found out that such a proceeding was quite unnecessary, as Wudders abound in the Pullampett Taluq, and there are numbers in the neighbourhood of Tangatur itself. In fact, Madar Sahib never gave any such advance. He made the assertion to conceal, if possible, the part he had taken in the fraud. But he never expected consideration from Government, and no doubt wishes now that he had held his tongue about his losses.

4. I forward a copy of my letter* to the late Superintending Engineer on the subject of the Tangatur channel case, and also a copy of a letter† from the late Head Assistant Collector on the same

* Dated 7th November 1872, No. 79.

† " 10th August " " 168.

matter. The Board will see that the opinion which I formed on the inquiry which I then made was most unfavourable to Madar Sahib's claims. That opinion is further strengthened by the information now afforded by the Head Assistant

*Proceedings of the Madras Government, Public Works Department,
27th February 1873.*

Collector's letter, regarding the non-attendance of Madar Sahib before the Panchayetdars. If I ever entertained, after my investigation, the smallest doubt as to Madar Sahib's behaviour in the case, it has now quite disappeared.

5. While on this subject, I must beg that the Government will once for all direct that Madar Sahib is never again to be entrusted with the execution of Government work. It is notorious in this part of the district that Madar Sahib's work is very bad. In spite of this, he appears to be a favoured contractor in the Cuddapah Range.

From the Acting Head Assistant Collector of Cuddapah, to the Collector of Cuddapah, dated Cuddapah, 9th December 1872, No. 278.

With reference to your foot-note, No. 99, dated 21st June last, I have the honour to forward an Urzee, No. 279, dated 20th ultimo, from the Tahsildar of Pullampett, in which he reports, that his attempt to decide Madar Sahib's claims in the Tangatur channel case has proved futile.

2. The Panchayet was ordered to assemble on the 13th ultimo, and Madar Sahib was directed to appear on that date. He sent an excuse on the plea that he had to appear unexpectedly as a witness before the Sub-Magistrate of Cuddapah, and promising to attend as soon as he was released from the magisterial case. He was waited for until the 19th idem, and never appeared. The Panchayet was then dissolved. Madar Sahib's statement is a "suggestio false," to say the least of it. The Sub-Magistrate of Cuddapah reports that Madar Sahib was complainant (not witness) in his Court in a case that occupied the 11th and 12th ultimo. He was not present on the 13th at all. There was therefore no reason whatever for his non-appearance even on the day fixed 13th, for the Panchayet.

3. It is reported by the Tahsildar that this is the second occasion on which Madar Sahib has been ordered to attend and failed. He intimates his opinion that Madar Sahib's claim does not appear to be true. It is certainly strange that, with an offer of compensation held out to a person, that person will not attend and claim it.

SUBMITTED to Government, with reference to Government Order, 5th June 1872, No. 30, Revenue Department.

2. Madar Sahib's claim to compensation has been already disallowed in Government Order, 14th December 1872, No. 2,963.

3. The attention of Government is requested to Mr. Horsley's suggestion that Government contracts should not be entrusted in future to Madar Sahib.

(True Copy and Extract.)

(Signed) H. E. STOKES,
for Secretary.

TRANSFERRED to the Public Works Department.

(Signed) D. F. CARMICHAEL,
Secretary to Government, R.D.

*Proceedings of the Madras Government, Public Works Department,
27th February 1873.*

No. 614. ORDER THEREON, 27th February 1873, No. 632.

ESTABLISHMENT, No. 59.

His Excellency the Governor in Council resolves, in accordance with the recommendation of the Collector, supported by the Board of Revenue, to prohibit any Government contracts being in future entrusted to Madar Sahib.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To all District Engineers.
To the Board of Revenue.
,, Revenue Department.
To Major R. B. Kennedy.
To the Controller of Public Works Accounts.

Exd. S. T. Austin.

N^o 168

Cuddapah

Head M^t Collector's Office

10th August 1872.

From

J. N. D. Hardinge Esquire

By Head M^t Collector of

Cuddapah

To

W. D. Horsley Esquire

Collector of Cuddapah

Sir,

With reference to your letter N^o 49 dated 15th March 1872, and Footnote N^o 96 dated 23rd May 1872 to a letter from the Superintending Engineer 3rd Division, I have the honor to submit the following reports.

On the 25th & 26th of April last when at Hobly on the river Cheyyar just opposite to Tungatoo, I examined Raghava Reddy, the Harim of the Village, certain Taluaries and others who were supposed to have attended on Singanavalu when he made his survey and estimate of repairs required to be executed to the Channels at Tungatoo. They all said that the Reddy had a boil on his leg, and was not able to go about with Singanavalu, and that he was not in any way a party to the concoctions of the estimate, which was Singanavalu's work alone.

I directed the Tahsildar to continue the enquiry. I received a report from him on the 14th of May, in which he gives his opinion founded on such evidence as was available that the Reddy was not mixed up with Singanavalu at all in this matter.

The Contracts were not given out to the village authorities, but to Contractors such as Papaya Naidu, Muthu Krishna Modetty, Abrahamis &c, so that it would at first sight

It might appear that the Reddy would have no interest in a contract at all. However it must be remembered the Reddy is an influential man in his village, & knows perfectly well what is taking place, and might make it very unpleasant for an illiberal minded contractor.

The Reddy certainly deposed that he knew nothing about estimates or estimate making. but as he had to admit he had 7 (seven) years ago taken an estimate for the repair of these very channels to the extent of 1050 rupees, & as Sergeant Ward, the present Oversee, said he heard him repeat the exact amounts laid down in the estimate of Singanavalu, it is clear his statement must be received with caution. Be the probabilities of the case, what they may, there is no sufficient evidence to show complicity on part of the Reddy with Singanavalu in framing a fraudulent estimate.

As regards Madar Sahib's statement that when he went to Tungatur to carry out the Contract, the Reddy asked for $\frac{1}{2}$ the profits, and begged him to set to work although admitting that the estimate was excessive and unnecessary. This is supported by the Broomastah of Madar Sahib, who was present. On the other hand the Reddy denies that any such conversation took place, & states that he understood Madar Sahib threw up the Contract as he was called upon to complete it in the short space of one month. Madar Sahib & his Broomastah say that the Reddy told them that if Mr. Cowly and Ward had not gone, he (the Reddy) would have got the Contract. Now it seems to me very improbable that he would have said so, as it is notorious that he did not get on with Mr. Cowly & Ward, and that they never give contracts to village officials.

7th

I don't see the slightest use in prosecuting this man there being in my opinion not the faintest chance of a conviction against him, but still as I cannot but think he knew that a preposterously unnecessary estimate was sent in for the repairs of the Channels of his Village, and he never reported it. He ought to be dismissed as a warning to others.

Singanavalu, an Imperial Fund Overseer says he under order from the Overseer Mr. Wade drew up a statement showing the measurement of work to be executed to Channel. He was instructed to enter such measurements as the Reddy suggested, & that he did, & forwarded the statement to the Overseer, who, he alleges, subsequently altered the measurements & framed the complete estimate subsequently sanctioned.

Mr. Wade on the other hand denies that he had anything whatever to say to the estimate, that he never went near the Channel. He received the estimate from Singanavalu & signed & forwarded it to the Range Officer merely as he says "in token that it passed through his office, & was in the correct form". Mr. Cowly says he saw the Channel once, & believed the estimate to be correct, & urges that he cannot be held responsible for all estimates. As regards a very gross arithmetical errors in the estimate, he gives it as his opinion that the Head Accountant in his office is alone to blame for not detecting it.

A more complete instance of utter neglect of duty by all the Pudukkottai Range Officials can scarcely be met with, but I cannot see that there is any evidence to convict these parties of conspiracy to defraud.

I do not consider that it would be judicious to prosecute any of these parties.

I have &c.
Signed J. V. D. Hardinge
Ag. P. M. Collector
True Copy
W. H. H. H.
Collector

879 Cuddapah Collector's Office

7th November 1872

From W D Hardy Esq

Collector of Cuddapah

To

The Superintending Engineer 3rd Division
Bellary

Sir, I have the honor to forward
Mr Hardings report regarding the false
estimate for the repair of the Gangareddi
Channel at Tangator.

2 He considers it would be injudicious
to prosecute any one, but that there has
been an utter neglect of duty on the part
of all the Pullumpett officials. He evidently
credits all or the greater part of what the
Contractor Madar Sahib says and suspects
Ragavaruddi as either an accomplice in
the fraud, or as being cognizant of it.

3 When I was lately in the Pullumpett
Talug I made inquiries myself into this
matter, and have come to the conclusion
that Ragavaruddi was not an accomplice
and that Madar Sahib's story is utterly
untrustworthy. I have not seen the Estimate
but as far as I can make out there is an
error

Enclosure No 2

Chara letter from the
Collector of Cuddapah
dated 15th December 1872

No 220.

Nov 14th 1872

P. N. 382/73.

L. M. 10/11/72

it is of such a nature that it cannot
be termed otherwise than a fraudulent entry.

There is not only a gross error in calculation,
but work is entered which it is not necessary
to perform. I understand that Singaravulu

made out this estimate, and I think he
might be made answerable for its contents.

Now far any one else is implicated
I cannot say. Mr. Wade may have been

a party to it. I should say from what
I have heard that Mr. Cowley knew

nothing of the fraud, but that some one
in his Office was a party to it.

While this conspiracy was in progress
at the scene of operations, Madar Sahib,

who is in Cuddapah at a distance of upwards
of 80 miles, accepts the Estimate, Contracts

to perform the work which he has neither
seen nor measured, and hurries down

by rail to complete his arrangements.

He then measures the work in the presence
of Ragavareddi.

Madar Sahib says Ragavareddi knew
of the fraud, and asked for a share in the

Contract. Others say before me that Madar
Sahib offered Ragavareddi a share which was

rejected.

11
There is on the one hand a regular
Public Works Contractor, who knows perfectly

what he is about having been formerly
a Maistry in the Department placing

the most unusual confidence in an
Estimate for a work which turns out to be

largely over-estimated, but of which
he says he was ignorant.

7. On the other hand, there is a
Village Reddi not in favour incorporated

out by Mr. Hardinge with the officers
who passed the Estimate. They never

have given either this Reddi or any
other Reddi contracts. This Reddi

knows what the Contractor does not, about
the falsity of the Estimate, and asks

for a share of the Contract.

8. I should say that the Contractor's
ignorance was very improbable while

the Reddi's ignorance was just possible.

I do not know why a Maistry, or an
Overseer cannot draw up a false

estimate in his house, or office without
a Reddi's knowledge.

9. It is said against the Reddi, that
he was well up in all the items of the
Estimate when the new Overseer Mr. Ward
came

Camp upon the scene. This is very likely
as the Reddy had previously been present
at the measurement of the Channel by
the Contractor.

10 It does not appear to me that
the Reddy was in any way a party to the
false Estimate. He may have heard what
the Estimate amounted to without knowing
its details. When he knew by the Contractor's
measurements that the work was over-
estimated, the Contractor was in his
power, and very likely offered the Reddy
a share to hold his tongue or the Reddy
may have made the demands as the
price of his silence. From the result
I think it is more likely that the offer
came from the Contractor, and was refused.
Had the Reddy consented, there would
have been no necessity for the Contractor
clearing himself with the Overseer Mr Ward,
and implicating the Reddy. The Reddy
had gained knowledge which was incon-
venient to the Contractor, and had refused
to be bought over.

11 I did not still further to mistrust
the Contractor. He says he gave an advance
of Rs 500 to Waddas in Cuddapah for
the

13
the work at Tangatoor. I believe this
to be false, because the necessity of
taking Waddas from Cuddapah to Tangatoor
did not exist, as Waddas are to be found
very generally in the Pullimpett Valley
especially in the neighbourhood of
Tangatoor. If the advance was given
it must have been because the Waddas
were to start off at once by rail from
Cuddapah. It has been stated before
me that no Waddas came from Cuddapah
and that Madar Sahib and his people
were treating with the Tangatoor Waddas
while the measurement was going on.
A man called Ahmed a friend of the
Contractor Madar Sahib, made a statement
before me. I had heard that he had
actually gone from the Pullimpett Valley
to Cuddapah to give an account of the
favourable nature of the Contract to Madar
Sahib. He denied this and other questions
which I put to him, but at last he became
so serious that he nearly fainted. He
admitted that he asked Madar Sahib
for a share in the Contract, and further
said that though Madar Sahib talked
of bringing Waddas from Cuddapah,
he

he actually brought home with him, and
that there was no necessity of Madar Sahib
to bring Madar as they were on the spot.
I have no doubt that this story of the
advance to work people was put forward
by Madar Sahib partly to show the guilt-
less way in which he undertook the Contract,
and partly to make up for the loss of expected
profits out of the Contract.

12. From having seen the Estimate, you will
be in a better position to say whether Shiga
Raval should be prosecuted or not. There
are certainly not sufficient grounds for
prosecuting anyone else.

13. I recommend that Government
be requested to cancel their order with
reference to compensation being made to
Madar Sahib on account of the advance
he made to the work people. That individual
may consider himself fortunate that he
has escaped a criminal prosecution.

I have the honor to be
Sir,

Your most obedient servant
Wm. D. Horsley

True Copy
Collector
Wm. D. Horsley
Collector

174
No. 278. Head Assistant Collector
Office 9th December 1872.

From A. J. B. Atkinson Esquire
Acting Head Assistant Collector
of Cuddapah
To R. D. Horsley Esquire
Collector of Cuddapah

With reference to your letter
under G. O. No 1376
dated 3rd June 1872 note No 279 dated 21st June last,
I have the honor to forward an
order No 279 dated 20th ultimo
from the Tahildar of Bellarypet
in which he reports that his attempt
to decide Madar Sait's claim in
the Tungatoot Channach case has
proved futile.
2. The Panchayat was ordered
to assemble on the 13th ultimo and

Enclosure No 3.

See letter from the
Collector of Cuddapah
dated 18th December
1872 No 226.

No. 142/73

P. No. 382/73.

See G. O. No. 1013/72

MISCELLANEOUS No. 257.

PROCEEDINGS OF THE BOARD OF REVENUE.

Dated 16th January 1873.

Read the following

From

W. D. Horsley Esq.
Collector of Cuddalore.

To

C. Spivey Esq.
Secretary to the Board of Revenue
Madras.

Sir,

As directed in the Proceedings of the Board, N. 994 dated 12th 1872, I have the honor to acknowledge Madam Sahib's claim.

From the enclosed copy of a letter from the Head Assistant Collector the Board will see that Madam Sahib checks an enquiry by a Panchayat into his claims. He has even gone so far as to tell joint tenants of the nature of a falsehood in order to account for his inability to appear before the Panchayat. This will at first sight appear to the Board to be unaccountable, considering that Government in para 6 of their

Dated 9 December 1872 N. 278.

Enclosure No. 1.
In a letter from the
Collector of Cuddalore
dated 18th Decem
1872. N. 226
Rev. 11/2/73
N. 382/33
N. 278/34 & 1346/3.
W. D. Horsley Esq.
10/15/72

their Order N. 1376 dated June 3rd 1842
say that "the Contractor Madar Sahib
deserves all consideration for his honesty."
Madar Sahib would have been quite
contented with the commendation if
Government had said nothing about the
enquiry into his losses. Such consider-
ation has placed him in an awkward
position.

3. When enquiring into the part taken
by Sesharedoli in the Tangatur channel
case I found that Madar Sahib's con-
duct was anything but what it should
have been. It appears to me that he
took up the contract, knowing that the
estimate for the work contained items of
repairs which the channel did not require.
The Reddi, unfortunately for Madar
Sahib, found this out. Madar Sahib
offered the Reddi a share in the con-
tract, which offer, unfortunately for
Madar Sahib, was rejected. The
position was an unpleasant one for
Madar Sahib, and there was nothing for
it

it but to abandon all hope of benefit-
ing by the fraud, and, in order to
screen himself from a criminal pro-
secution, to turn informer against
the Reddi. To show how utterly
quicker was his conduct throughout,
Madar Sahib says that he gave an
advance of Rupees 500 to Muddad
in Juddapah for work in Tangatur.
I have found out that such a pro-
ceeding was ^{quite} unnecessary, as Muddad
abound in the Kullumbhatt taluq. &c.
there are numbers in the neighbourhood
of Tangatur itself. In fact Madar
Sahib never gave any such advance.
He made the assertion to conceal, if
possible, the part he had taken in
the fraud. But he never expected
consideration from Government, and
no doubt wishes now that he had
held his tongue about his losses.

dated 7 November
1842 N. 79.

4. I forward a copy of my letter
to the late Superintending Engineer
on the subject of the Tangatur channel.

case, and also a copy of a letter from the late Head Assistant Collector on the same matter. The Board will see that the opinion which I formed on the inquiry which I then made was most unfavorable to Madar Sahib's claims. That opinion is further strengthened by the information now afforded by the Head Assistant Collector's letter regarding the non-attendance of Madar Sahib before the Panchaytdars. If I ever entertained, after my investigation, the smallest doubt as to Madar Sahib's behavior in the case, it has now quite disappeared.

5. While on this subject, I must beg that the Government will once for all direct that Madar Sahib is never again to be entrusted with the execution of Government work. It is notorious in this part of the district that Madar Sahib's work is very bad. In spite of this, he

* dated 10 August 1872. N. 368.

Cuddalore
Collector's Office
18 December 1872

he appears to be a favored contractor in the Cuddalore Range.

I have &c.
Signed/ W. D. Horsley
Collector.

Submitted to Government with reference to Government Order 5 June 1872 N. 30. Revenue Department.

Madar Sahib's claim to compensation has been already disallowed in Government Order 41 December 1872 N. 2963.

The attention of Government is requested to Mr. Horsley's suggestion that Government contracts should not be entrusted in future to Madar Sahib.

/ True Copy & Extract /

H. E. Stokes

for Secretary.

The Secretary to Government.
Revenue Department.
with 3 enclosures.

By
Mail

Rev 3 June 12 91 21 (22)
" 5 " 17 " 30 (28) 21
" 12 " 1893 - 1994

P. H. H. 1873. 1914.
H. H. 2.
No 382.
PROCEEDINGS OF THE BOARD
OF REVENUE.

No 32

James L. H.
A. M. B.
Stamper
Seay & Co.

Dated 16. Jan 1873.
Despatched 16. " "

For Mr. H. B.
1873-1874

1873 17.
1873 17/21 - 0 - "

SUBJECT.

Submitting to Mr. H. B. and Mr. H. B.
Subject of Mr. H. B. of Adolphus St.
Chair of P. M. Contractor H. B. H. B.
to confirmation for these alleged
to have been obtained by him
in connection with "Angar's"
Channel repairs.

W. H. B. & Co. 1873.
1873 17/21 - 0 - "

1873 17/21 - 0 - "
1873 17/21 - 0 - "
1873 17/21 - 0 - "
1873 17/21 - 0 - "
1873 17/21 - 0 - "

1873 17/21 - 0 - "

the Secretary the Governor in
Council resolves, in accordance with the
recommendation of the Collector, supported
by the Board of Revenue, to prohibit
any Government contractor being in
future entrusted to works of this
kind.

1873 17/21 - 0 - "

1873 17/21 - 0 - "

C/2382
Govt. of 1873 Madras.
PUBLIC WORKS.

To *All District Engineers*

Dated

Recd.

Encl. /

G.O. 27th Feb 1873, N^o 632

Nos. 613 & 614

Madras Sahib -

*Prohibiting any
govt. contracts
being in future
entrusted to Madras
Sahib.*