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MADRAS RECORD OFFICE

Government of Madras

Public Works

DEPARTMENT

G.O. No.

2266

Press

B.P. No.

Mis.

Dated

24 - 8 - 1956

Not to be folded or roughly handled

No. 567. Read the following letter from Captain L. CONWAY-GORDON, R.E., Examiner of Public Works Accounts, to Major-General G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Fort St. George, 10th August 1876, No. 160 W:—

From the Executive Officer, Mount Division,
No. 951, dated 21st July 1875.
To the Executive Officer, Mount Division,
No. 28 C.N., dated 28th July 1875.
To Muniappah Moodelly, No. 29 C.N., dated
28th July 1875.
From the Superintending Engineer, Chingleput,
No. 2,595 C.N., dated 24th September 1875.
From Muniappah Moodelly, 12th April 1876.
" " 27th July "

I HAVE the honor to forward, for the information and orders of Government, the accompanying papers noted in the margin relative to the conduct of one Muniappah Moodelly, lately employed as Accountant of the Mount Division in the Chingleput District.

2. To some extent Government is already aware of this man's antecedents. In June 1873 Mr. Harington, then the Executive Engineer of the Mount Division, reported Muniappah Moodelly to the Chief Engineer as one of the worst Head Accountants he had ever seen, and in October 1873 Government, when disposing of the case, directed Captain A. C. Smith, then the Executive Engineer of the division, to give Muniappah Moodelly a fair trial for six months. Subsequently, in July 1874, this period of probation was extended to a year.

3. At the end of this probation the report submitted by the Executive Engineer on the Accountant's conduct was the reverse of satisfactory, and Government finally left this office to deal with the case as might be necessary.

4. At the Executive Engineer's request the Accountant was given a final trial for three months, but before that time elapsed the Executive Engineer's patience appears to have been exhausted, for he again reported Muniappah Moodelly for inefficiency, neglect, and inattention to orders, requesting me to remove him from the division.

5. Wishing to give the man a last chance, I transferred him to this office on a reduced salary. Shortly afterwards, however, one Sundara Chetty wrote to the Executive Engineer of the Mount Division a letter concerning a contract for the carriage of road metal, in which contract he stated that Muniappah Moodelly had a share. On this being reported to me, I suspended the Accountant in order to enable him to clear himself of the charge brought against him.

6. A suit for defamation of character was accordingly brought by the Accountant against Sundara Chetty in the Court of the Cantonment Magistrate at Poonamallee, in which judgment was given on the 8th January last. Of this judgment, although repeatedly called for, I did not receive a copy from Muniappah Moodelly until the 13th April.

7. From the copy of the judgment enclosed, Government will observe that the Judge found the defendant not guilty, and held that the alleged partnership in

Proceedings of the Madras Government, Public Works Department,
24th August 1876. No. 2,246.

the road contract, so far as accused, the late Parthasarathy, and complainant were concerned, did exist.

8. On receipt of this judgment, I felt inclined to dismiss the Accountant summarily, but on his representing to me that Sundara Chetty had commenced a cross civil action against him to recover his share of the profits of the contract, and that in this suit new and important evidence bearing on the case might be expected, I held over the case until this second suit should be decided.

9. In this second suit judgment was given only on the 27th June. Sundara Chetty's claim was dismissed, but, from Muniappah Moodelly's letter of 27th July 1876. both parties having to pay their own costs, it would appear that the Judge did not consider the charge a frivolous one, and from that I gather that the evidence given in this case was not materially different from that given at the former trial. Nothing could appear to have been brought forward to rebut the direct evidence given in the Cantonment Magistrate's Court to the effect that Muniappah Moodelly had a share in the contract.

10. After a careful consideration of the whole evidence, I cannot avoid coming to the conclusion that there is no reasonable doubt that Muniappah Moodelly, when holding the appointment of Head Accountant in the Mount Division, was directly concerned in a contract ostensibly concluded between the Executive Engineer and one of the contractors employed in the division.

11. Such disgraceful conduct wholly unfits him for the position of Divisional Accountant. Added to this, it would appear from all reports received of him that in his work even as an Accountant he is careless, ignorant, inefficient, dilatory, and thoroughly untrustworthy. On either point there appears to me sufficient evidence to justify my dismissing him as inefficient in accordance with Government Order, No. 696, dated 12th March 1875, but I prefer to submit the case to Government as it may be that they will consider the Accountant's conduct in regard to the contract serious enough to incapacitate him from again holding an appointment under Government.

No. 568. ORDER THEREON, 24th August 1876, No. 2,246.

ESTABLISHMENT, No. 33.

THE Governor in Council directs Muniappah Moodelly's dismissal, and prohibits his re-employment in the Government service.

(True Extract.)

Colonel,

Offg. Under Secy. to Govt., P.W.D.

To the Examiner of Public Works Accounts.
To District Engineers.
To the Consulting Architect to Government.
" Consulting Engineer for Railways.
" Examiner of Railway Accounts.
" Chief Engineer for Irrigation.
" Financial, &c., Departments.
" Revenue Department.
" Military Department.

Exd. J. W. Fischer.

Spare Copies

In the Dist. Moonsiff Court of Poonamallee
and other Taluqs in the Division

No. 117 of 1875

Before the District Moonsiff of Chellappaiah Kaichir.

Plaintiff

Sundara Chetty living at
Poonamallee Poonamallee
in Hyderabad Taluq
Va Keels

Varadachariar
Theeravayal Chariar
M. P. Brown

and
V. Subramanyam Iyer.

L.S.

Defendants

1. Annamammal wife of
Parthasarathy Mudg. living in
the house No. 66 on the eastern
side of Office, Mootteygar
Mudg. street near Chigga Bazar
at Madras.

2. Moosappa Mudg.
living at Poonamallee Poonamallee
Munimulla

3. Pagarah Mudg. living
at Saint Thomas' Mount.

1st Defendants' Vakeel.

Theeravayal Pillay

2nd Defendants' Vakeel.

Dorasingam Iyer

M. P. Smith

3rd Defendants' Vakeel

Veeraswamy Ravidoo

1. For the purpose of supplying gravel &c. to the roads in the
Mount Division, the 1st Defendants' husband Parthasarathy
Mudg. had made a contract in the said Office by
the aid of the 2nd and 3rd defendants who were the Head
and Deputy Accountants of the said Office. The
plaintiff had to pay 1,000 Rupees in advance for the
said work, and the said Parthasarathy Mudg. himself
should look after the said Contract work. From the
amount received after the completion of that work, the
principal

See also on 24th August 1876 in the
District Moonsiff Court of Poonamallee

principal amount of the plaintiff and that of the $\frac{7}{16}$ share of the profit should be paid to the plaintiff within the 30th March 1875, and the remaining $\frac{9}{16}$ share of the profit should be enjoyed by the said Parthasarathy Nuyy, 2 and 3 defendants, in which an oral arrangement was made at the end of March 1874, between the plaintiff, 1st defendant's husband, 2 and 3 defendants. The 1st defendant's husband had received sums from the plaintiff and 2nd defendant and performed the work, and therefore, as detailed in the plaint, the balance of the principal amount after deducting these receipts, and the profit after subtracting the general charges, the plaintiff's share in aggregate is Rs. 1300. The plaintiff had laid a claim that it should be recovered from the defendants.

Decree.

The suit of the plaintiff was dismissed. Resolved that the expenses incurred at the Court by both parties should be borne by themselves.

By signature and the seal of the Court were affixed on the 27th June 1876.

Signed J. Chellappa Rao
District Moonsiff

Paper was given by the
defendants' counsel for
the decree on the 28th
June 1876.

Prepared on the 21st July
1876.

Compared.
Signed Ramaswami
Goonastah.

/ True copy /

/ Signed / W. Karasimamalliah
Head Goonastah

(A True translation)

Attest
Accountant D. P. N.
27th July 1876

On the 27th July 1876
the Court has decreed that the plaintiff's share in aggregate is Rs. 1300.

No. 27
ENC.

Copy of Book (containing)
Donations up to 1896
1897



1897 06 09
1897 06 09

1897 06 09

1897 06 09

1897 06 09

1897 06 09

1897 06 09

1897 06 09

1897 06 09

1897 06 09

Madras 27th July 1876

To
The Examiner of Public Works Accounts
Fort Saint George

Respected Sir,

With reference to the orders contained
in your honor's Official Memorandum No. 173th
dated 18th Instant, I humbly beg to submit
for your honor's information the enclosed copy
of the decree furnished by the District
Munsiff at Ponnammallee for the suit filed
by one Soudarajahetty against me.

Enclosures 2

- 1 Original Copy
of the decree of
the Dist. Munsiff
Court dated 27th
June 1876 and
1 Translation *for do.*

I earnestly crave your honor to state
that I am not guilty in the matter of the
above suit and I therefore request your honor
to reinstate me in Office.

I beg to remain

Respected Sir

Your most Obedt & humble Servant

Chinnappa. M.

Accountant D. & W.

1876 5/20/29
1875 5/20/29
1874 5/20/29

54
4-5
3-1-2
5-8
1876 5/20/29
1875 5/20/29
1874 5/20/29

P.W.D.
11 1076
No. 57

No. 57
27 76
ENC 650

The Government of Public Works Accounts

John Saint George

From
C. Moonesinghe, Head
Accountant P.W.D.

27/7

No 951

From The Executive Engineer No 2 Range Office
No 2 Range Mount
To The Controller
P.W.D. Madras
21 July 1875

Sir,

With reference to your number 22 dated 2 June/75 I have the honor to report that though it is within the 3 mos. I must bring the conduct of my Head Accountant to your notice.

Encls-2.

2. I was at first hoping that he was improving but latterly I have had to find fault with him repeatedly.

* to be returned.

3. I enclose two original letters with my own endorsements thereon to the Head Accountant, these letters were only reproduced to-day on my calling for them. I am obliged to keep a private note of all important letters I receive to refer to for disposal but occasionally I omit to note a paper, as in this instance, the chance is it will be shelved by the Head Accountant.

4. These cases are so frequent that I am positively weary of finding fault.

5. My orders regarding my cash account are utterly neglected. Instead of making it up daily or whenever entries are necessary the Head Accountant lets rough notes run on for

1032 P.W.D.
10/10/75
No. 57

[Ct. Wks. Form No. 1]

No. 29

FROM

THE CONTROLLER,
PUBLIC WORKS ACCOUNTS,

TO

Muriappah Moodelly

FORT SAINT GEORGE, 28th July 1875.

Memorandum

Inform him that owing to his conduct having again been reported upon very unfavorably, the Controller regrets that he has no option left but to transfer Muriappah Moodelly to the Central Office of account and audit on a reduced salary of Rs. 60.

2.

Muriappah Moodelly will report himself to the Controller in Madras as soon as the Mount Range accounts for July have been despatched.

I have &c.

Signed / L. Conway Gordon
Examiner P.W. Accounts

(True Copy)

Stephens,

Supdt. Correspondance Branch
Office of Examiner P.W. Accounts

Stephens

Copy 2
Reports on the
conduct of Muriappah
Moodelly
Accounts of No 2-
Range of Muriappah
Moodelly

Received
The Controller
Mount Range
Accounts
28/7/75

P.W.D.
H 1076
NR 1076

E N 100
716

Madras Municipality.
Executive Engineers' Office,
Madras, 3rd July 1875

To
The Acting President
Municipal Commission
Madras

From
The Executive Engineer
No 2 or Mount Range
Chingleput District

I have the honor to draw your attention
to my letter & No. $\frac{222}{640}$ of the 22nd ultimo and to
request that you will be so good as to ex-
pedite the despatch of the returns therein
called for, as they are urgently required.

I have the honor to be
Sir

Your most obedient servant

L. R. W. S.
By President M.C.

21/7
H.L.

Exd L.F.R.

320/17/5

Calendar No. 14 of 1875

In the Court of the Court of Sessions of Poonamallee
File No. 143 of 1875

Complainant

Accused

Regina

Moosappaiah Mudry

Soudarasa Mudry

By Vakil

By Vakil

Mr. Dumble

Mr. Brown

Substance of the charge.

Defamation under Section 500 Indian Penal Code.

Judgment.

The accused Soudarasa Mudry of Poonamallee is charged with having defamed Moosappaiah Mudry Accountant in the Mount Range Office by falsely reporting to Capt. Smith Esq. in Eng. that he the said Moosappaiah Mudry was associated with him and the late Parthasarathy Mudry in a Cart Coaches with intent to degrade and disparage him in his calling to which accused pleaded not guilty.

From the evidence of the complainant it appears that he was an accountant in the Public Works Department and employed in that capacity in the Executive Engineer's Office at Point Thomas Mount and that he was suspended

on the 28th September 1875 by the Controller of Public Works Accounts / *Vide Exhibit A* / in order to enable him to clear himself from the serious charges brought against him by the accused / *Exhibit C* / Complainant denies that he was in partnership with accused and further deposes that accused brought the charge against him because he refused to assist him in getting the balance due by Execution Engineer to the estate of the late Parthasarathy *Vide* on account of the Contract.

On cross examination complainant denied that he had proposed the terms of partnership to the accused or that he had ever asked him to advance 1000 Rupees on account of the Contract. Admitted that he had had money dealings with late Parthasarathy *Vide* between April and November 1874 and before that time that he gave a Pro-note for 500 Rupees on the 13th November 1874 to Annathal Chetty the witness for defense for money borrowed on his private account and not on account of the Contract and that accused negotiated the loan as his friend with whom he had had frequent money dealings for the last 4 or 5 years and that Annathal

Chetty

parties connected in the above contract for me

Chang gave him the money in Rupees. Denied that he had refused to settle the partnership accounts in the presence of Venkatasa Desikam and Vyasawamy Pillay until he got back his Pro Note or that he had told the accused and our Cundawamy Chetty to wait in the late Parthasarathy's house at Madras and that he would settle the amount. States he paid in full satisfaction of the Pro Note Rupees 562 and that the late Parthasarathy did not pay 350 Rupees of that amount. Admits receipt of Exhibit No 6 on the subject of Contract, but paid no attention to it as he did not understand it, and of No 7 as a summons from the District Munsiff's Court and copy of plaint showing that suit had been filed against him on the 9th Sept. last after which he preferred the charge of Defamation against the accused. Our recommending witnesses stated he knew that Parthasarathy had a road Contract and that partnership between public servants and Contractors is forbidden by orders of Government. That the accounts referred to in Exhibit No 4 relate to his private dealings with the accused and that he had no other accounts with him. The Pro Note alluded to in Exhibit

4
No 5 was drawn in favor of Annella Clary's
brother whose name witnesses did not
recollect.

Complainant admits the word "tomor-
row" in Exhibit No 1 refers to 28th October 1874
the day on which he wrote No 4 but cannot
recollect whether he wrote it at the Mount
or not.

The 2^d witness Captain Smith Esq. Acting
Engineer Mount Range corroborates the state-
ment of Complainant being the Accountant
in the Mount Range Office and of his sus-
pension in consequence of the charge made
against him in Exhibit C by the accused
which with Exhibits B D and E he received
from the accused.

Cross examined.

The Contract with late Parthasarathy
expired on the 1st April 1875 and witness
paid after his decease certain sums to a
Jannam introduced by complainant as
the representative of the estate but does not
recollect he produced any legal authority
to receive the money. The statements in
Exhibit C are apparently made in support
of accused's claim but under no circumstances
would witness have paid any money to him
under the Contract.

The

Witness connected in the above Contract for me

The 3rd witness Rathanahetty deposed that the accused was in partnership with late Parthasarathy into whose service he went six months after he got the contract i.e. about September 1874 and is still employed as a writer for the East Contractors this year. He has given him orders except accused and Parthasarathy.

On cross examination, stated he only knew of accused being in partnership with Parthasarathy from being told by the latter that they were in the habit of meeting in a water shed near Executive Engineer's Office and that one Rajawong Rany is the owner.

The 4th witness was a sub Contractor under late Parthasarathy who told him that accused was in partnership with him.

This closed the case for prosecution.

The 1st witness Venkatasubbaiah heard the accused, Complainant, and late Parthasarathy talking about a contract for road materials about 20 months ago in Complainant's house.

The Complainant proposed the following allotment of shares, viz: accused $\frac{1}{16}$, Parthasarathy $\frac{4}{16}$, Complainant $\frac{7}{16}$, and Rajavah Indji $\frac{2}{16}$. Complainant suggested to accused to advance 1000 Rupees to which

he

refused connected in the above contract for the

6
18
he eventually consented. Complainant telling him there was no risk as he had to pay the cheques. Rakkiah Chetty and Gellapah Chetty were also present. About 7 or 8 months ago witnesses accompanied accused to the Mount and heard him ask Complainant to settle the Contract accounts which he refused to do until he got his Pro Note from Annappa Chetty. About 2 months afterwards the note was paid Parthasarathy contributing 350 Rupees and Complainant the balance consisting of 112 Rupees and a receipt for 38 Rupees. The note appears to have been given to one Cundasaamy Chetty a servant of Annappa Chetty for collection who with witnesses and accused took it to Complainant at the Mount. He there desired them to go to Parthasarathy's house in Chandra and get the money which they did but as the interest was not forthcoming Cundasaamy refused to part with the note. Witness states that Parthasarathy then sent the 350 Rupees to Complainant who in the evening of that day paid the balance.

Witness connected in the above contract for me

In cross examination witness
deposed he was employed as bill
collector to one Cunda Gattu of Coa-
jee near a spice goods merchant and
to visit complainant occasionally and
one day went there with Yellapa Chetty
and accused about 18 or 20 months
ago was present when the shares in the
Contract were agreed on and went
with accused to Mount about the
Pro Note and ten days afterwards to
Ponnammallee to see complainant about
the accounts. Witness does not recollect
the particulars of the contract but
accused was to advance the money
and Parthasarathy to look after
the work. No deed of partnership was
executed. Complainant undertaking
the responsibility and division of
profits and accused consented to
that arrangement. Complainant,
accused, Ragava Nuddy, Yellapa
Chetty, Rethu Chetty, Parthasarathy
and others whose names witness does
not

parties connected in the above contract for one

not remember were present when the contract was made. Does not recollect the complainant saying anything about the shares in the water shed or what he was talking about apart from the contract accounts, but remembers a misunderstanding about the Pro-bits between complainant and accused. Witness states his reason for going to the Court and he has so often was because accused was in debt to his master and he was trying to collect the money.

The 2^d witness Captain Senette states that complainant was present in his Office at the Court on the 28th October 1874.

The 3^d witness Narcissa Shuff. Public Works Contractor is related to late Partheasarathy and after his death went to Captain Senette to settle the accounts. Produces a Cash Book/No 10/ and rough memorandum book/No 11/ and No 12 the Pro-bits for Rupees 500 in hand writing.

of and signed by Complainant. Shortly before Parthasarathy's death heard accused ask him and Complainant to settle the accounts and heard Complainant say let Ragavah bundy come and then we can settle. Prior to this conversation witnesses saw Ragavah bundy at Parthasarathy's house and heard them speak about settling their accounts.

In cross examination stated he found the Po Note with Exhibit No 10 and " immediately after Parthasarathy's death and has had it in his possession ever since. Recd a power of attorney from his widow witnesses drew from Captain Smith the deposit and some other money. Parthasarathy died in June last. Complainant was in the habit of seeing him at Madras.

The cross examination of this was not completed owing to the absence of Complainant's Solicitor.

The 4th witness Yellapachetty is son-in-law of accused. About 20 months ago accompanied him to Complainant's house with 1st witness and then met

Complainant

Complainant, Parthasarathy Iyer and
Ruthna Iyer. Heard Complainant and
accused talking about the road contract
and the former asking the latter if he
had the 1000 Rupees ready for materials
and carts. accused said he had and
wanted to know what share he was to
have in the profits. Complainant replied
he was to have $\frac{1}{6}$, Parthasarathy Iyer $\frac{1}{6}$,
himself $\frac{1}{6}$, and Ragavah Iyer $\frac{1}{6}$ to which
accused agreed. No agreement was expec-
ted. Complainant objecting to his name
and Ragavah Iyer appearing as they were
public servants. his offer of 5 shares was made
to Ruthna Iyer.

The 5th witness Ruthna Iyer was at
Complainant's house about 20 months ago with
Jellappa Iyer, Venkataswami, Partha-
sarathy Iyer, Ragavah Iyer, Complainant,
and some others. heard a conversation
between Complainant and accused relative
to the shares in the road contract which
were distributed as stated by the last
witness. Witness was not offered 5 shares
either then or at any other time. Heard
accused asking for an agreement and
Complainant telling him to make it out
between

between himself and Parthasarathy to which
 accused objected as he did not know
 Parthasarathy but that on his respon-
 sibility he had provided the 1000 Rupees.
 Complainant would not join in the agree-
 ment being a public servant but he gave
 his word to accused that he would be
 responsible for the 1000 Rupees.

The 6th witness Jayasamy Pillay
 keeps a water shed at the Mount. Has
 frequently seen accused talking to
 Parthasarathy Esq., Complainant and Rajaw
 Esq. About 7 or 8 months ago complainant
 and Rajaw Esq. came to the water shed
 and heard the former say to accused
 that he would settle the accounts if he
 got the Po. Note that was in Accused's
 hands.

The 7th witness Ramalinga Esq.
 Local Fund Overseer states he was
 sent for by late Parthasarathy 7 or 8
 days before his death and met Complain-
 ant at his house. Heard Complainant
 ask Parthasarathy Esq. for the Po. Note
 and the latter replying he had sent the
 money by Arunacherry but had not
 received

received the note. Aronagherry just then arrived and he gave the note to Parthasarathy whom Complainant took it from him and tore off his signature. Witness identifies the Pro-note Exhibit No 12 as the one in question.

The 8th witness Anantha Shetty pensioned Deputy Tahsil dar deposed that Complainant borrowed 500 Rupees from him for the expenses of the road contract / Parthasarathy / and executed a Pro-note / Exhibit 12 / for that amount. Witness did not give him the money but told him he was to get it from accused who at that time owed him 1000 Rupees. On the 14th May 1875 Complainant discharged the note by sending him by his man Aronagherry Rupees 462 in cash and a receipt for Rupees 38. Did not receive 100 Rupees as interest from Complainant. accused negotiated the loan and the note was sent for collection by Cundooaary.

Witness shows the entry in his ledger confirming the foregoing particulars of payment Exhibit No 13.

This closed the case for defence.

The

The only point for the consideration of the Court is whether Complainant was in partnership with accused, the late Parthasarathy Shetty, and certain others or whether he was not. If in partnership as alleged by accused the charge must fall to the ground, if not in partnership Complainant will then be entitled to redress.

Complainant denies he was in partnership with accused but admits having had frequent money dealings both with him and the late Parthasarathy Shetty and further that accused negotiated the loan of 500 Rupees with Ananthaswamy in fact as appears from the Pro Note itself Exhibit No 12 Complainant received the money from the accused. The date of the note viz. 13th November 1874 shows that Complainant borrowed the money during the time the late Parthasarathy Shetty had the contract alluded to in Exhibit F and although Complainant states the money was borrowed on his own private account he has omitted to show in any way that the money was borrowed

borrowed or expended for private purposes. That there were accounts between accused and Complainant and those of some importance is shown in Exhibit No. 4 wherein the latter requests the former to prepare accounts and send today the 28th October 1874 without any delay. With reference to this letter Complainant stated he could not tell where he was when he wrote it or where he expected accused to send the accounts but the envelope was supplied by Captain Smith from whose evidence it appears that Complainant was on the day in question at the Mount Range Office. The forgetfulness of Complainant on this point cannot be overlooked. His evidence regarding the receipt of the 500^{Rs} which he stated he actually received from Ananthaswamy 8th witness is not reconcilable with the concluding sentence of the Pro-note in which it is clearly defined that he the Complainant received the money from accused and his statement that he paid in full satisfaction of the Pro-note Rupees 562. Rupees 600 being for interest is contradicted by the evidence of the 8th witness and by the entry in that witness's ledger

ledger from which it appears that the note was met by a cash payment of Rupees 462 and a receipt for Rupees 38 on the 14th May 1875 and that deceased was to be responsible for the interest.

That the Pro-note must have been in complainant's possession after he paid it is clear from his endorsement thereon to the effect that it was paid on the 13th May last and from the fact of his signature being torn off, yet in his cross examination he would not state what had become of it and it was produced in Court by the 3rd witness who found it amongst the papers of the late Parthasarathy Mudg. Why it should have been found there after complainant had paid it, has not been explained by the prosecution, and I can therefore only conclude that it was given to deceased by complainant at the end of May last as described by the 7th witness.

The evidence of the 2nd witness merely went to show that complainant had been suspended in consequence of deceased's charge

16
charge of being associated in Parthasarathy
road contract.

The 3rd and 4th witnesses knew nothing
of the case except that the deceased and
accused were in partnership having been
told so by him and that they were in the
habit of meeting at a certain water shed
in the Mount owned by Sivaswamy Pillay.

In his defence accused urged that
Complainant was in partnership with
him the late Parthasarathy and certain
others and the distribution of the shares
was spoken to by the 1st, 4th and 5th witnesses.
The former was subjected to a very lengthy
cross examination but his evidence was not
materially shaken although he contra-
dicted himself on a few minor points.

The 3rd witness produced certain accounts
Exhibits Nos 10 and 11 which I do not think
are material to the issue except so far
as they show that a trifling payment was
made on one occasion by Parthasarathy on
account of Complainant. The 6th witness heard
the Complainant say to accused that he
would settle the accounts if he got the
Pro-note but his evidence and that of the

17
4th, 5th, 7th & 8th citizens was not subjected
to the test of cross examination. Complain-
-ant declining to cross examine and
stating that he had no solicitor or Vakul
to assist him. No agreement was entered
into between the alleged partners, com-
-plainant objecting as he was a Public
Servant a reluctance which is easily
understood as immediate dismissal
would have followed the detection by
his superiors of such a partnership and
being the Head Accountant the cheques
in payment of the Contract work passed
through his hands. Complainant has not
given a satisfactory account of the
borrowing of the 500 Rupees or any expla-
-nation of its being found amongst the
papers of the late Parthasarathy & Co.
nor does his evidence bear the straight
forward character I expected from
a man in his profession. It is perhaps
a matter of regret that Complainant's
solicitor withdrew from the case when
it

It was returned on the 4th Inst. but even
had the prosecution succeeded in throw-
ing discredit on the evidence of those
witnesses for the defence who were not
cross examined the fact of the loan of
500 Rupees, the negotiation of the loan
by accord of Complainant, the acknow-
ledgment in the Pro-hoto in his own
hand writing that he got the money from
accused, and his own admission of pre-
-great pecuniary dealings both with
accused and Parthasarathy would
be still unexplained.

I am therefore of opinion that the
alleged partnership in the said contract
so far as accused, the late Parthasa-
-rathy and Complainant were concerned
did exist.

The Court finds the accused
Sondara Chetty not guilty of the
charge and directs how the said
Sondara Chetty to be acquitted
under

19
under Section 220 of the Code of Criminal
Procedure.

Poonaalla } /Signed/ Aubrey Saunders
8th January 1876 } Cantoument Mag^r

/True Copy/

/Signed/ Aubrey Saunders
Cantoument Magistrate

Copies

/Signed/ Lutehman Puro
Head Clerk

Copy aff. Sub. for 18th January 1876

Copy ready for delivery 20th January 1876

/Signed/ J. A. Strummas Kaister
Copyist

/True Copy of a Copy/

[Signature]
Accountant D. P. W.

Poonaalla }
12th April 1876 }

No 22
 13 4 76
 ENC +

Poonamallee
 12th April 1876

The Examiner of Public Works Accounts
 Fort St. George

Respected Sir,

In continuation of my
 letter of the 5th Instant and with reference
 to your Honor's Official Memorandum No 393 dated
 27th Ultimo, I beg to submit herewith
 a true copy from the Original Copy of the Decree
 furnished to me by the Court at Poonamallee as directed.

Enclosure 1
 One true Copy
 from the Original
 Copy of the Decree
 furnished by
 the Court at
 Poonamallee.

As regards the delay in the
 submission of the document mentioned
 in the preceding paragraph I humbly beg
 to furnish explanation as noted below.

It is a standing order in all the
 Civil and Sessions Courts in the interior that
 all appeals and special applications on
 the irregular decisions of the Lower or Sub-
 ordinate Courts should accompany with
 the Original Copy of the Decree or Judgment
 obtained, as well as other original docu-
 ments concerning the case for perusal and
 being a consideration of the Judge to whom
 the subject was referred to for revision.

These documents as mentioned in the
 notes connected in the above contract for the

That a true copy from the Original, Copy of the Decree is not an authenticated record to be submitted in orders of the higher authorities, because all the Courts in the interior part of the District pay no regard what ever to the true copies of any papers signed by any clients and produced before the Court for investigation, and under this impression I did not submit the document therein required.

The document now required would have been submitted to your honor ere long, had I been aware of it, and only came to understand as such after the receipt of your honor's memo above alluded to.

Permit me, Respected Sir, humbly to state and an explanation on the reasons of the concluding part of the Decree above referred to, wherein it is manifested that the Decree was passed against me under the following grounds.

- I. The fact of the loan of 500 Rupees.
- II. The negotiation of the loan by accused, for complaint.
- III. The acknowledgment in the Pro-hote in his own handwriting that he got the money from accused.
- IV. His own admission of frequent pecuniary dealings both with accused and

Parthasarathy

Parthasarathy would be still unemployed. With reference to the first point, I beg to state that I have received the loan of 500 Rupees from person called Dy. Jalar. Annalhar, Chetty who is unconnected with the Court works in the Mount Range.

I candidly say for the second point, that on the recommendation of the accused to the said Annalhar Chetty I had obtained the said loan for my own private use and not in any way appropriated for the road contract works undertaken by late Parthasarathy Chetty. The cash transactions of the said loan as represented by the accused, was not shown in the road contract account maintained by late Parthasarathy Chetty.

For the third, I really regret to inform your honor that the Contonment Magistrate had misunderstood of the wordings entered in the concluding portion of my Pro-hote for the said loan of 500 Rupees and advocated that I got the money from the accused, which is incorrect. The above Pro-hote was drawn up in the name of the said Annalhar Chetty and the money was received from him and not from accused as contemplated by the said Magistrate. To remove the stigma entertained in the heart of the said Magistrate I have noted as per margin the wordings specified in the concluding part of my Pro-hote, from which it will be observed that the loan was not received

The above loan was received through Annalhar Chetty

Some documents as no money is now being put in connected in the above contract for the

second from second. I have used the word
"thru" in the Pro Note and not the word "from"
as taken up by the Agent. There is a vast
difference in the meaning of the two words
viz "thru" and "from".

7 As regards the fourth or last point,
I beg to inform your Honor that I had
had the pecuniary dealings with both
the accused, and late Parthenaally
Gang for the last 4 or 5 years. The channel
of many correspondence was not opened
afresh or after the road contract was
under taken by late Parthenaally Gang.
There exists no order as to the discontinuance
of such pecuniary transactions and, to have
been happened prior to the time of contract
taken up by any individuals.

8 No explanation was asked at the
time of my prosecution by the said Agent
but that Officer simply remarked in the
latter part of the 4th point above adverted
to, that those facts remain still unexplained,
and from what records those affairs have
been reduced, is not known to me.

9 In conclusion I most humbly
crave your Honor under the circumstances
stated above that I am not culpable
of the alleged partnership in the road

Contract

Contract as contemplated by the said Agent.
10 I further beg to bring to your Honor's
kind notice that an investigation is now
pending in the District Magistrate's
Court at Poonawalla under a civil suit
regarding the alleged partnership with
the accused, and the result of which
will be communicated to your Honor
in due course.

I beg to remain

Respected Sir

Your most Obedt & Humble Servant

Pranabha Chandra
Accountant D. P. W.

parties connected in the above contract for the

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76

Captain A. Smith R. E.
Executive Engineer
No 2 or Mount Range
Saint Thomas Mount

Honoured Sir

In addition to my Registered
letter to you dated 22nd June 1875 about
not paying up any money to the relatives of
the deceased Parthasarady Moodelly who
has contracted the road carts supplying in
the Month of March 1875 was your order.
2. Monieppah Moodelly & Ragava Moodelly the Head
& Deputy Accountants were also associated in the
said contracts with us

3. All of my partners received my Lawyers
Notice dated 11th June 1875 for the disappointing
of settling the accounts and profits, as the above men-
tioned Parthasarady Moodelly has departed from
the world before distributing the accounts and
Profits.

4. The cause of my not stating the names of
Monieppah Moodelly and Ragava Moodelly in
my address to you as they are Public servants
and requested me that they will settle the above
circumstances in a fortnight and it is now
Past more than 2 months and there seem to
be no any symptoms of my entreaties.

5. All the sums that were advanced to the carts
and Deposited in your Office are of my own
money and turned a great deal of loss.

6. I have complained them in the Civil
Court on the 7th August 1875 and I have suffe-
rent Documents to be proved to the higher auth-
rities connected in the above contract for the

investigation of the case.

I therefore humbly suggest your honor will be so good enough as to retain any sums that due by your honor to the said Contract till further movement occur.

For the act of kindness.

I shall ever devote my fervent prayers to the mercy of Providence for your honors long life and Prosperity.

I beg leave to remain
Honoured Sir

Yours Most Obedient Servant
Signed/ Soodara Chetty
Cloth Merchant
Ponnammallu.
18th August 1875

No. 1322

The accompanying letter and reply answered are forwarded to the Superintending Engineer Chingleput for such notice as he may see fit to take.

Signed/ A. L. Smith Captain R. E.
Executive Engineer.

21st August 1875.

Reply.

No. 1322
21-8-75

Memo

19th August 1875
Red Hills.

With reference to his letter dated 18th August 1875 Soodara Chetty is informed that if he has anything to Urge regarding his claims to payment on account of late Parthasauray's Contract he must appear in person at the Range Office Saint Thomas Mount at or before 12 noon on Monday 30th Instant.

As the contract was between the Government on the one side and Parthasauray on the other the undersigned recognises no third party, but as Parthasauray is dead, to his executors and to them only will all sums that may be due be paid. The undersigned has nothing to do with claims against the estate of deceased. If the Government is debtor to the deceased, the debt will be paid to deceased's representation only.

Unless therefore Soodara Chetty has some document proving him to be one of the representations of deceased it will be useless his troubling himself to attend. As to the Office members being mixed up in the question that is another matter & will meet with the attention it deserves; it in no shape or way influences the payments.

Signed/ A. L. Smith Captain R. E.
Executive Engineer.

Handy to A. L. Smith
Supd of Camp Chingleput

NO. 2595

CHINGLEPUT SUPERINTENDING ENGINEER'S OFFICE,
GUINDY, 24-6-1875.
Despd 25 — — —

From

THE SUPERINTENDING ENGINEER,

Chingleput.

To

The Controller of
Public Works Accounts.

Sir,

Cac: 1

In forwarding the enclosed copies
of correspondence from the Executive
Engineer, Munnappur, I have the
honor to request that you will take some
notice of ^{the conduct of} the defendant, Munnappur,
now employed in your office. I have
desired Captain Smith to insist on
the Defendant proceeding under
Chetty, for defamation of character.

I have the honor to be,

Sir,

Your most obedient Servant.

R. E. Smith

Colonel, R.E.
Superintending Engineer Chingleput.

No. 28 b. A

FROM

THE CONTROLLER,
PUBLIC WORKS ACCOUNTS,

TO

The Executive Officer
Mount Division

FORT SAINT GEORGE, 28th July 1875.

Sir,

In reply to your letter No. 951 dated 21st July 1875, I have the honor to inform you that in accordance with your wishes. I have made arrangements to transfer your Head Accountant to this Office on a reduced salary of Rs. 60 per mensem.

2. The Accountant who has been selected to relieve Mooniappa Moodelly, is one Manicurn Moodelly for sometime employed as 2^d Accountant in the Presidency District Office, and lately employed as Head Accountant in the Harbor Works. He will be considered on probation pending the receipt from you of a ^{favorable} report of his capabilities after a fair trial.

FROM

THE DISTRICT ENGINEER,

CHINGAMPUR.

TO

THE Controller of
Public Works Accounts.

Dated 24th July 1875
Received

No. 2595

ENCLOSURE 1

My Dear Sir,

I enclose certain copies of Correspondence from the Executive Engineer Mount Range and request to take some notice of the conduct of Accountant Mooniappa Moodelly now employed in this Office.



3

Manicum Moodelly will join the Mount Division on or about the 30th instant on a salary of Rs 60 per mensem but Moneappah Moodelly can be retained in the Mount Division office until ^{the} accounts for July have been despatched.

I have &c
(Signed) L. Conway Gordon
(True Copy) Examiner P.W. Accounts

W. Stephens,
Superintendent
Correspondence Branch

P.W.D.

11 AUG 76

No. 5-161

[Mr. Wks. Form No. 2.]

No. 160N

From

THE CONTROLLER,
PUBLIC WORKS ACCOUNTS,

To

The Secretary to Government,
Public Works Department

FORT SAINT GEORGE,

10th August 1876.

Sir,

Encl. 6

I have the honor to forward for the information and orders of Government the accompanying papers noted on the margin, relative to the conduct of one Moneappah Moodelly lately employed as accountant of the Mount Division in the Chingleput District.

2. To some extent Government is already aware of this man's antecedents. In June 1873 Government order No. 437 of 23rd June 1873 Mr. Harrington, then Executive Engineer of the Mount Division, reported Moneappah Moodelly to the Chief Engineer as one of the worst Head Accountants he had ever seen, and in October 1873 Government were

disposing

3. disposing of the case, directed Government Order No 25194 of 14 October 1873
4. Captain A. B. Smith, then the
5. Executive Engineer of the Division, to give Muniappa
6. Moodelly a fair trial for six months. Subsequently, in
7. July 1874, this period of Government Order No 25194 of 21 July 1874
8. probation was extended to
9. a year.

10. At the end of this probation the
11. report submitted by the Executive Engineer on the
12. Accountant's conduct was Government Order No 25194 of 13 April 1875
13. the reverse of satisfactory,
14. and Government finally left this office to deal with
15. the case as might be necessary.

16. At the Executive Engineer's request
17. the Accountant was given a final trial for three
18. months, but before that Mount Division Executive Officer's No 951 of 21 July 1875
19. time elapsed the Executive
20. Engineer's patience appears to have been exhausted, for
21. he again reported Muniappa Moodelly for inefficiency,
22. neglect and inattention to orders, requesting me to
23. remove him from the Division.

24. Wishing to give the man a last
25. chance, I transferred Controller, Public Works Accounts, No 28 and 29 of 28 July 1875
26. him to this Office on a
27. reduced salary. Shortly afterwards however one Sundara

28. Chetty wrote to the Executive Engineer of the Mount
29. Division a letter concerning a contract for the
30. carriage of road metal, in which contract he stated
31. that Muniappa Moodelly had a share. On this
32. being reported to me I suspended the Accountant
33. Chengalpet Sub-Inspector of Engineers No 25195 of 24 September 1875 in order to enable
34. him to clear him-
35. self of the charge brought against him.

36. A suit for defamation of character
37. was accordingly brought by the Accountant against
38. Sundara Chetty in the Court of the Cantonment
39. Magistrate at Ponnammallee in which judgment
40. was given on the 8 January last. Of this judgment,
41. although repeatedly called for, I did not receive a copy
42. from Muniappa Moodelly until the 13 April.
43. From the copy of the judgment enclosed, Government will observe that the Judge
44. Muniappa Moodelly's letter of 12 April 1876

45. found the defendant not guilty, and held that the
46. alleged partnership in the road contract so far as
47. accused, the late Parthasarathy, and complainant
48. were concerned, did exist.

49. On receipt of this judgment I felt
50. inclined to dismiss the Accountant summarily,
51. but on his representing to me that Sundara Chetty
52. had commenced a Cross Civil action against him
53. to

to receive his share of the profits of the contract and that in this suit men and important evidence bearing on the case might be subpoenaed, I held over the case until this second suit should be decided.

9 In this second suit judgment was given only on the 27 June. Sundaram Chetti's claim was dismissed but from both parties having to pay their own costs, it would appear that the Judge did not consider the charge as frivolous one, and from that I gather that the evidence given in this case was not materially different from that given at the former trial. Nothing could appear to have been brought forward to rebut the direct evidence given in the Cantonment Magistrate's Court, to the effect that Muniappah Mordelly had a share in the contract.

10 After a careful consideration of the whole evidence, I cannot avoid coming to the conclusion that there is no reasonable doubt that Muniappah Mordelly, when holding the appointment of Head Accountant in the Mount Division, was directly concerned in a contract ostensibly concluded between the Executive Engineer and one

of the contractors employed in the Division. Such disgraceful conduct wholly unworthy him for the position of Divisional Accountant. Added to this, it would appear from all the reports received of him, that in his work, even as an Accountant, he is careless, ignorant, inefficient, dilatory and thoroughly untrustworthy. On either point there appears to me sufficient evidence to justify my dismissing him as inefficient; in accordance with Government Order No. 696 dated 12 March 1875, but I prefer to submit the case to Government, as it may be that they will consider the Accountant's conduct in regard to the contract, as serious enough to incapacitate him from again holding an appointment under Government.

I have the honor to be,
Sir,

Your most Obedt. Servant.

Lowmy-Jordon

Examiner P. M. Accounts.

10.8.76

2023-6-73 No 1637
" 14-10-73. 2529 A
" 27-7-74. 2016
" 12-3-75. 696
" 13-4-75. 993.

P.W.D.
11/10/76
No 5761

From
The Examiner
P.W.D.

To
The Secy: to Govt.
P.W. Dept.

Dated 10th } August 1876
E.G.V.

No. 160 W.

Mooney appeared
Atty D.P.W.

Submits certain
papers regarding the
conduct of — and
recommends his dismissal
from the Govt's Service.

No 587

Cir - 17-8-76 O.D. 24-8-76
Dup to Act - 16-8-76

Letter from the Examiner, Public
Works Accounts, No 160 W dated
10 August 1876.

FOR ORDERS.

Mr. Walker Major General
Secretary to Govt P.W.D.

The man ought to have
been dismissed for incor-
petency. It is pretty clear
that he is also dishonest
Landed direct is dishonest

MS
25/8

MS
19/8.
Dismissed from the Public
Works Department
18/8

FOR ORDERS.

No 2246 P.W. Dept.
Proceedings of the Madras Government
Under date the 24 Aug/76
Read the following

From
The Engineer,
P.W. Accounts } (H.E. No 1604/10th Aug/76)

The Governor in
Council directs Mr.
=mappah Moodellij
dismissal and pro=
=hibits his re-employ=
=ment in the Government
Service.

576
L. 23/10/76

Exam. P.W. Accounts ✓
Dist Engineer ✓
Cong. Architect ✓
Cong. Engr. for Railways ✓
Exam. P.W. Accounts ✓
Chief Engr. for Irrigation ✓
Sd/- Depts. ✓
Rev. Dept. ✓

Military Dept. ✓
Sd/- 18/9/76

5/6/76

Govt. of Madras.

PUBLIC WORKS.

To

The Examinee of P. W. & C.

Dated

Issued

Recd

Encl.

G. O., 11/5/76, No. 2246

Nos. 567-568

Mormas Municipal
High Road, Acc
Commutant, D. R. W.

Directing the dismissal
of — and prohibiting
his reemployment in
the cut service.

18-7-76