

Charge (3.)

Not shewing improvement in discharging duties or in his conduct.

Charge (4.)

The neglect to attend to requisitions of even a very simple nature and the instances of failure of promises on the part of Overseer are innumerable.

Petitioner's Explanation.

In regard to these charges, Petitioner begs leave to submit that after his joining this District on the 1st June 1883, he was discharging his duties carefully and honestly with great attention to all requisitions. In spite of this hard working, the Head Clerk who was bent on Petitioner's ruin, misrepresented matters to Major Smith against him, and influenced him to report* to the Superintending Engineer to the effect that Petitioner is almost useless, that his actual expenditure in three months has amounted to not more than Rupees 3,814 including the payment by the Executive Engineer, that he has left many more or less important questions unanswered, and that all the estimates he sent in from 2nd June to 31st October 1883, was only one estimate for Rupees 15. This was the first complaint made by Major Smith after Petitioner joined the District. The Superintending Engineer thereupon called on Petitioner to make any statement he wishes to give upon the above mentioned charge of inefficiency vide copy of the Superintending Engineer's letter† dated 21st November 1883 No. 2984. Petitioner in his letter‡ dated 12-12-1883, No. 391 explained to the Superintending Engineer through the Executive Engineer that after his joining the District on the 1st June 1883, he was ordered to be in charge of two Taluqs of Cuddalore and Tricklore, that he endeavoured to give satisfaction to the Executive Engineer, but failed to attend to some of his calls owing to the emergent works of repairing the Government House and the Post Office, that he could not entrust the Maistries with the said important works without danger to himself as they were not well fitted for this sort of work, that the short expenditure of 3,814 Rupees was attributable to the way in which the contractors had carried on their works, and that the Executive Engineer himself could not exact from the Contractors more work than what has been got up from them by him, that he has submitted five estimates up to 13th November 1883, which circumstance, the Head Clerk did not bring to the notice of the Executive Engineer, but kept it in darkness with a motive to ruin him, and stated in the letter to the Superintending Engineer that one estimate only for Rs. 15 had been sent in, and that the Head Clerk who has been on bad terms with him was the cause for all the above unfounded charges. Thereupon the Superintending Engineer warned§ Petitioner to be more careful in future; but he remarked that

1. The Overseer has not attempted to explain his conduct for having billed Post office materials which were used from the Collector's cutcherry work.—

2. There has been very great delay in preparing estimates for the Collector's house at Cuddalore.—

3. The Overseer has given a certificate that the sloping work at Bahgur tank bund was satisfactory while a mistake had been made on it.

It is to be observed here that these new charges marginally noted, were not inserted in the Superintending Engineer's letter dated 21st November 1883, No. 2984 marked I. when he called upon Petitioner for explanations. They seem to have been added in the letter submitted to the Superintending Engineer by the Executive Engineer, when forwarding Petitioner's explanation letter dated 12-12-1883, No. 391 marked J. It is really surprising to see that the Superintending Engineer did not call upon the Executive Engineer to explain why he has not mentioned in his letter dated 13th November 1883, No. 692, marked H. the submission of 5 es-

* Vide Enclosure dated 13th November 1883 No. 692 Marked H.

† Vide Enclosure I.
‡ Vide Enclosure J.

§ Vide Enclosure dated 12th January 1884 No 3544 Marked K.

timates up to the said date referred to by Petitioner. A consideration of the conduct of the Head Clerk for preparing a letter to the Superintending Engineer to the effect, that only one estimate for Rs. 15 had been sent by ignoring the existence of four other estimates which were also submitted by Petitioner during the said period, will lead the Noble Government to conclude that the Head Clerk has been at the bottom of all these unpleasant acts, and that Major Smith has simply signed all the correspondence prepared by the Head Clerk. Knowing full well that the Head Clerk was bent on his ruin, Petitioner spared no pains to attend to all requisitions of the Executive Engineer, and thereby shewed a remarkable improvement in his official conduct. After all the Head Clerk succeeded in his evil design against Petitioner. To convince the Noble Government that Petitioner shewed a remarkable improvement after the warning letter had been received, he begs leave to draw their attention to the letter* dated 29th May 1884, No. 229, submitted by him to the Executive Engineer. In this letter, Petitioner has shewn that before the 29th May 1884, he has cleared 28 old References out of 43, which were in arrears up to 30th November 1883, and that he had disposed of about 43 current References out of 50 leaving a balance of 7 References. The old References belonged to the years before Petitioner joined this District. Under the above reasons, these two charges are wholly groundless.

Charge (5.)

No reliance can be placed on his plans and estimates.

On no occasion, the Executive Engineer has communicated any remark of the kind to Petitioner. The enclosed list† will shew the number of plans and estimates submitted by Petitioner to the Executive Engineer during the period under notice; and a perusal of these papers, will shew that the charges under notice are wholly groundless. Petitioner believes in good faith that the Head Clerk must have been the cause for these unfounded imputations.

Charge (6.)

He is not only very inefficient, very idle and careless, but remarkably untruthful.

This imputation is also groundless. Petitioner has always been very efficient, active, careful, and honest in the discharge of his duties. In proof of this statement, he begs leave to cite the Collector, Mr. Cruickshank as an eye witness. This gentleman has seen Petitioner working in the Collector's house in the day and even in the night times. The Superintending Engineer Colonel H. L. Prindergast has also inspected the Collector's house on the morning of the 1st August 1883, when Petitioner was busy with the workmen. The Post Office work had been carried out in the day and night times for completing it within the fixed time by the Executive Engineer. The whole Munjakuppum population can bear testimony to this fact. Having thus worked very efficiently, carefully and truthfully, which circumstance can be proved by the said European Gentlemen, Petitioner humbly submits that there is no room at all for the Executive Engineer for preferring these charges; but Petitioner attributes all these things to the Head Clerk who is his enemy.

Charge (7.)

He joined the Division with a very bad character.

This charge is also without any foundation. The Extract from the Defaulter's Book marked F, states that Petitioner was "transferred from Chingleput to South

Petitioner's Explanation.

This charge is also wholly unfounded. There are no records to prove that the plans and estimates submitted by Petitioner during the short period under notice, have been impeached for inaccuracy or blunders.

Petitioner's Explanation.

Petitioner's Explanation.

Arcot for improper Remarks in correspondence." This does not signify that Petitioner had bad character. The circumstances connected with the Chingleput District, are as follow. Petitioner, when at Chingleput District, had orders from the Sub-divisional Officer named M. R. Ry. Vithianatha Iyer Avergal to report on the injuries caused to Polivakum Tank by the storm that raged in the year 1882-83. Petitioner accordingly inspected the said injured Tank, and wrote down in the diary* all the causes that led to the destruction of the said Tank by the storm. As the Sub-divisional Officer was held answerable for the destruction of the tank in question owing to various causes shewn by Petitioner in the said Diary, the Executive Engineer of the District of Chingleput named Lt.-Col. H. Smalley, brought this matter to the notice of the Superintending Engineer, and got Petitioner transferred to the District of South Arcot. Beyond this, nothing was done by Petitioner. Petitioner pointed out the defects of the works executed to the said Tank, and the consequent loss of more than Rs. 300 to Government. This straight forward conduct of Petitioner in the interest of Government works, cannot be deemed as bad character. J. W. H. Ellis Esquire Assistant Engineer in the Chingleput District, has expressed his willingness to take Petitioner under his service as per his letter† dated 2nd February 1883 No. 524. If Petitioner had bad character, Mr. Ellis would not have said that he would take him under his service. Under the above reasons, this imputation is unfounded.

* Vide Enclosure N. dated 24th April 1883.

† Vide Enclosure O.

Charge (8.)

Petitioner's Explanation.

He now sends in his unanswered Reference statements of 15th March 1884 with the following marginal remark "There is good deal works to be attended in this month, the dates of submission are omitted, and inform that he will not fail to dispose of several of the References."

the end of the official year did not permit him to promise dates of submission for the disposal of all References. This cannot therefore be called a charge.

This is not at all a charge. The unanswered Reference statement of 15th March 1884, ought to have been submitted on the 5th March 1884. As Petitioner had much work to be attended to, and as this was the end of the official year, during which time, all the works had to be completed, he was not able to forward the same at an early date. As for the remark made by Petitioner in the statement, he begs leave to submit, that he was compelled to make this remark as a general one, in order to suit his convenience for the speedy disposal of all References, as the alleged said works at the end of the official year did not permit him to promise dates of submission for the disposal of all References. This cannot therefore be called a charge.

Charge (9.)

Petitioner's Explanation.

Offence relating to improvements to the Collector's Cutcherry and Post Office at Munja Kuppum.

This charge requires a careful and patient consideration, as it comprises six subordinate charges merging in it. Petitioner will proceed to explain in the following lines each of these six subordinate charges.

Petitioner's Explanation.

In reply to this accusation, Petitioner begs leave to explain that he never neglected the order of his superior as alleged by him. The Memo.‡ No. ¹⁷⁹¹₁₆₋₈₋₈₃ of the Executive Engineer, only reached Petitioner on the 24th August 1883, when he was in the Taluq of Tricklore. As the works in this Taluq, had not been inspected by Petitioner for the month of July 1883, owing to his personal supervision in carrying out the Government

Subordinate charge (1.)

The Executive Engineer in his statement dated 26th March 1884 Marked D. complains against Petitioner to the effect that he neglected to take stock of materials at the site of the Cutcherry as per his Memo. No. 1791 of the 16th August 1883.

‡ Vide Enclosure P.

House Repairs for the use of the Right Honorable the Governor, he was busily engaged in inspecting the said works at the time the said memo reached him, and was unavoidably detained by the above work till 3rd September 1883. Thus Petitioner was in Tricklore on important works for 10 days after the receipt of the said Memo. It is not proved by any record that Petitioner returned to Cuddalore after a month from the date of the Executive Engineer's order. Petitioner returned to Cuddalore on the 3rd September, and before this date, the Executive Engineer had ordered his store-keeper and second draftsman on the 1st and 2nd September 1883 to take stock of the exact quantity of materials at the site; and according to this order, it appears the store-keeper had measured out only timber and Chunam, but not the other materials. On the 4th September 1883, Petitioner visited the Executive Engineer, and asked him for orders for attending to the work referred to in his Memo. No. ¹⁷⁹¹₁₆₋₈₋₈₃ marked P. In reply, Petitioner was ordered by the Executive Engineer to measure out only the remaining materials, since the timber and chunam had been attended to by the storekeeper under his order. Accordingly Petitioner employed coolies then and there in getting the wall bricks, terrace bricks, flat tiles and River Sands formed into platforms, and gave an account of their quantity to the Head Accountant on the 5th morning as per personal order of the Executive Engineer. From the above facts which are supported by the public documents, the Noble Government will see that Petitioner has not at all neglected nor delayed the order of the Executive Engineer for one month as alleged by him.

Subordinate charge 2.

The Executive Engineer says that Petitioner subsequently saw and approved of the stock taken by the store-keeper.

* Vide Enclosure Q.

In reply to this accusation, it is to be observed that Petitioner had not the opportunity of seeing the timber and chunam, which had been measured out by the store-keeper, since he was ordered by the Executive Engineer to take stock of the remaining materials only. This will be proved by the explanation submitted to the subordinate charge (1). The Head Accountant inserted in the Bill* prepared by him the stock taken by the storekeeper of timber and chunam, and that taken by Petitioner for the remaining materials. There is nothing to shew that Petitioner tested the accuracy of the stock taken by the store-keeper. It is not therefore fair to hold Petitioner answerable for the stock of timber and chunam taken by the store-keeper by stating that the "Overseer subsequently saw and approved" of it.

Petitioner's Explanation.

Subordinate Charge (3)

That Petitioner falsely deposed before the District Munsiff at Cuddalore, that no materials had ever been transferred by the Contractor to the Post Office.

† Vide Enclosure R.

In reply to this charge, Petitioner begs leave to submit, that he is not at all guilty of this accusation. Petitioner was transferred to South Arcot from Chingleput District on the 31st May 1883. He joined Cuddalore on the 1st June, 1883, and visited the Executive Engineer on the evening of the same date. A Memo dated 2nd June 1883 bearing No. 1204† was issued to Petitioner by the Executive Engineer. This Memo simply contains instructions as to the way in which Petitioner had to attend to several works; but this does not say a word about the quantity of materials remaining on stock belonging to each of the works indicated in it. In fact, there had been no formal delivery made to Petitioner of all the materials belonging to the said works. Besides no information was supplied to Petitioner as to the quantity of materials remaining on stock belonging to each

Petitioner's Explanation.

work. It was in this informal way, which is contrary to all rules now in force in D. P. W. Department on the subject of delivering charge of offices, Petitioner was ordered by the Executive Engineer to enter upon his duties as a Taluq Overseer in this District. In fact, Petitioner was compelled to gather information from his own enquiries about all the works referred to in the Executive Engineer's Memo dated 2nd June, 1883 No. 1204 marked R. Petitioner was afraid to ask the Executive Engineer to make a proper and formal delivery of all the materials belonging to the several works placed under his supervision; lest it should provoke him, and thereby he should incur his displeasure. In this dark state, Petitioner commenced his official career under his Master Major Smith in both the Taluqs of Tricklore and Cuddalore. In consequence of this informal delivery of the charge of his office, which has been evidenced by the Executive Engineer's letter dated 2nd June, 1883 No. 1204 marked R, Petitioner had not any information regarding the materials supplied to the Collector's Cutcherry Improvement works and the Post Office Improvement works. In spite of this informal delivery of his office, Petitioner was attending to all the instructions contained in the Executive Engineer's Memo dated 2nd June, 1883 No. 1204 marked R, with great care and attention, and without any unnecessary correspondence to the Executive Engineer. This may be proved by Petitioner's journal* from 1st to 30th June, 1883. When Petitioner entered upon his duties in this District, he did not know whether the contractor was permitted by the Executive Engineer to collect, store, and prepare materials for the Post Office Improvement work in the shed expressly built by the contractor for the materials belonging to the Collector's Cutcherry work. It appears that the contractor had obtained this permission from the Executive Engineer before Petitioner joined this District; but the Memo of the Executive Engineer dated 16th August 1883, which reached Petitioner on the 24th August 1883 at Tricklore, put him in possession of this information on the point. vide enclosure marked P. The weekly Report of the Kanakapillay dated 30th June, 1883 also did not throw any light as to whether the three windows and twelve rafters therein mentioned were prepared out of those materials stored in the shed built for the Collector's Cutcherry Improvement work, where the contractor had been working under the Executive Engineer's order, since there had been no communication at all on the subject at that time as stated above; and consequently Petitioner or any body else could not form any opinion to the effect, that these windows and rafters had been prepared from the materials belonging to the Collector's Cutcherry work. The Kanakapillay alone should have known the truth of this matter; but he kept the thing secret as proved by his weekly report,† which is silent on the point. This Kanakapillay admits in his deposition‡ before the District Munsiff at Cuddalore that he had charge of all the materials belonging to the Collector's Cutcherry work; and if the contractor had practised any malpractices by preparing the said rafters and windows out of this stock, he alone should have taken means to obstruct the fraudulent transfer of the said materials to the Post Office work, in as much as Petitioner was in darkness on the subject up to 24th August 1883. Besides this, the Kanakapillay's duty was to bring the said fraudulent act of the contractor to the notice of the Executive Engineer or to Petitioner; but he has not done this important duty. Again when Petitioner was measuring the Post Office work for payment to the contractor, the Kanakapillay was present at the spot; but he did not say a word to him about the fraudulent act of the contractor. Petitioner was not stationary in one place; and he had to move about in the two Taluqs on important duties, and therefore he had no opportunity to detect the fraudulent act of the contractor. During the time Petitioner visited the shed where the Collector's Cutcherry mate-

* Vide Enclosure S.

† Vide Enclosure T.

‡ Vide Enclosure U.

rials had been stored, he did not see the contractor there preparing the said rafters and windows. Thus Petitioner could not know from what stock of materials the said 3 windows and 21 joists had been prepared for the Post Office work. Perhaps the contractor might have prepared these rafters and windows from the Collector's Cutcherry stock of materials, or from other sources. This is a matter creating much suspicion. When Petitioner billed for the articles used on the Post Office, he had to treat the said 21 rafters or joists and 3 windows amounting to 54 cubic feet as being the materials supplied by the contractor without connection to any other works as customary with them; because he had not any knowledge at the time on the subject. Under the above circumstances, Petitioner, when cited as a witness before the District Munsiff to swear whether any material had ever been transferred to the Post Office from the Collector's Cutcherry stock, had to depose in the negative; and besides his conscience did not permit him to swear in the affirmative of a circumstance of which he had not any knowledge at all. It was no wonder that the Kanakapillay deposed in this case before the said Court in the affirmative, in as much as his conduct now leads any one to suspect that he should have abetted the contractor in his dishonest acts. There is another important circumstance, which proves the dishonest conduct of this Kanakapillay. He has stated on oath before the District Munsiff at Cuddalore, that the contractor took some of the materials from the Collector's Cutcherry work for the Post Office work in August last during his absence; whereas this very man has stated in his weekly report dated 18th August 1883 that he and the Maistry asked the contractor to state the reason for taking materials supplied for one work to another, and that the contractor answered that he did so with the permission of the Executive Engineer. Which of the statements of Kanakapillay is correct? Is his deposition false or weekly report false? These two inconsistent statements shew that this Kanakapillay is a dishonest fellow. This Kanakapillay, who had charge of the materials stored in the shed built for the Collector's Cutcherry Improvement, could have reported this matter to Petitioner or to the Executive Engineer then and there; but he was quite for a long time, and then inserted the matter in his weekly Report ending 18th August 1883, without making a separate report on the subject, as this weekly report was intended only to shew the progress of work but not any thing else. Allowing that the Kanakapillay was not wrong in making the said insertion in his weekly report, why did he not mention the same earlier in the weekly reports of prior dates that is 4th and 12th August 1883. Apprehending that he would be implicated in difficulties if the fraud of the contractor were to be detected, the Kanakapillay has made the insertion in the weekly report of 18th August 1883 in order that he might escape the risk of being punished for his share in the alleged fraud. Under these reasons, Petitioner submits, that the weekly report of 18th August 1883 is a *prima facie* proof for shewing that the conduct of Kanakapillay in this matter is open to grave suspicion. There is another point for consideration. The contractor was paid for teak wood amounting to 571½ cubic feet. The Store-keeper's measurement of the same amounted to 430½ cubic feet shewing in the quantity paid for a deficiency of 141 cubic feet. Deducting from this deficiency of 141 cubic feet, the 54 cubic feet which are alleged to have been used for the Post Office, even then there remains 87 cubic feet to be accounted for. No steps were taken by the Executive Engineer for tracing this deficiency. In this confused state of things of which Petitioner had not any knowledge in consequence of the informal delivery to him of the charge of all the works noted in the Executive Engineer's Memo dated 2nd June 1883 No. 1204 marked R, Petitioner was justified in making a statement before the District Munsiff in the negative, which was of course consistent with the dictates of his conscience.

Subordinate charge (4),

Petitioner's Explanation.

That the contractor had displayed some malpractice perhaps with the connivance of the Overseer.

In reply to this accusation, Petitioner begs leave to submit, that there is not a shadow of evidence on the records to support this remark of the Executive Engineer; but as the latter was biased against the former, he has based this imputation on mere surmises and suppositions. Properly speaking that the Executive Engineer was to be blamed for all the bad acts of the Contractor, because the former has treated the latter with much leniency by permitting him to store and work in the shed expressly built for the Collector's Cutcherry work all the materials belonging to the Post Office improvement. vide Executive Engineer's letter, dated 16th August 1883, No. 1791, marked P.

Subordinate charge (5),

Petitioner's Explanation.

That petitioner neglected to answer the Executive Engineer's Memo. ²⁰³⁵ 17-9-83. calling for explanation in his having billed for the materials used on the Post Office.

* Vide Enclosure V.

In reply to this accusation, Petitioner begs leave to submit that he has explained the causes for billing the materials used for the Post Office in his letter* No. ²²³ 21-7-84. to the Executive Engineer. The circumstances connected with this affair have been elaborately explained in the explanation to the subordinate charge (3), and therefore a repetition of the same is not called for in this place. Petitioner will, however, state here for the information of the Noble Government, that he had treated the 21 rafters and 3 windows amounting to 54 cubic feet as being the materials supplied by the Contractor for the Post Office without connection whatever to any other work as customary with them; because he had not any knowledge of the permission given to the contractor by the Executive Engineer to work in one shed the materials belonging to the two works, i. e., Collector's Cutcherry Improvement work, and the Post Office Improvement work. Petitioner has billed on the 10th August 1883, whereas the Executive Engineer's letter dated 16th August 1883, No. 1791 marked P. only reached him on the 24th August 1883. The Kanakapillay has not informed the Contractor's unfair act to Petitioner. Under these reasons, Petitioner billed for the 54 cubic feet used for the Post Office work. This was not intentionally done by Petitioner; but it occurred from want of knowledge or information owing to the informal way, in which, he had been ordered to enter upon his office.

Subordinate charge (6),

Petitioner's Explanation.

That petitioner should be held responsible for the deficiency of 25 cubic feet which has been caused by the apparent neglect and inefficiency and want of regard to the interests of Government.

This charge is wholly groundless and untenable one. Petitioner will proceed to explain the circumstances connected with this charge. Owing to the irregularity and other failures on the part of the former contractor Shunmooga Moodaly, his contract was cancelled, and a new contractor Ramanatha Pillay was employed on the Collector's Cutcherry work. Petitioner was ordered by a Memo of the Executive Engineer dated ²⁴³¹ 12-11-83. to hand over to the new contractor all the materials together with the 3 sheds at the site constructed by the former contractor, sending in for the latter correct estimate of their present valuation. According to this order, Petitioner handed over the materials in question to the new contractor, and reported the matter to the Executive Engineer, forwarding measurements, estimates, and &c., with a covering letter† No. 364 of 27th November 1883, and Petitioner noticed in this letter the deficiency of 52 cubic feet as shown below.

† Vide Enclosure W.

Petitioner's measurement of Teak wood amounted to	...	c.ft.	378½
Whereas the Storekeeper's former measurement...	...	c.ft.	430½
Shewing a deficiency of	...	c.ft.	52

The Executive Engineer, on mere looking at the two measurements, and seeing that the figures representing the product obtained by the Store-keeper are greater in value than those representing the product obtained by Petitioner, remarked that the measurement of the former was decidedly more correct than that of the latter; but it does not appear that he considered for a while the dimensions of the logs taken by the two men, and the method of calculation employed by them for obtaining their respective products. In paras 3 and 6 of his statement dated 26th March 1884, Marked D, the Executive Engineer states that he partly supervised the measurement of the Store-keeper, and found it to be very accurate. This shews that he did not supervise the whole measurement of the Store-keeper, and therefore the portion not supervised cannot be stated to be accurate. It is to be remarked here that it is a matter of doubt, whether the Executive Engineer even supervised the Store-keeper's partial measurement minutely, or whether he dealt with it roughly as it would generally be the case with officers of his grade on check measurement. If minute observation had only been made by the Executive Engineer, there was no doubt that the measurement made by the Store-keeper on the 4 logs of timber would have been found to be less. vide illustration in para 2 of Petitioner's letter* No. ¹²⁵ 21-3-84. Similarly if the Executive Engineer had minutely observed the measurement of the Store-keeper on the 5 squared beams, he would have discovered that the measurement of the latter entered in the annexed Bill marked Q was less than that entered by Petitioner in the enclosed receipt† granted by the new contractor Ramanatha Pillay. If the Executive Engineer was not satisfied with the correctness of Petitioner's figures, he ought to have, on the receipt of Petitioner's letter dated 27th November 1883 No. 364 marked W, taken immediate steps for proving the inaccuracy of Petitioner's measurement, or given order to the new contractor not to meddle with the materials handed over to him until further order or until he finds out the causes for the deficiency of 52 cubic feet. This would have been done by every unbiased Executive Engineer for dealing with a case like Petitioner's under notice; but he kept silent until 22-1-1884, and intimated to Petitioner on the 24th Idem by a Memo‡ No. 140 that he would be held personally responsible for the deficiency of 25 cubic feet. By this time, the new contractor made use of all the small timber pieces for the work, and therefore Petitioner was not in a position to prevent the contractor from meddling with the materials already handed over to him. Again the distance from the Executive Engineer's Bungalow to the shed where the materials in question were stored, was only a few yards; and if the Executive Engineer was of opinion that Petitioner's measurement was incorrect, he could have at once as soon as he received Petitioner's letter No. 364 of 27th November 1883, marked W. which intimated the deficiency of 52 cubic feet, gone to the spot, where all the materials were, and tested the accuracy of Petitioner's measurement. This too was not done by the Executive Engineer. He has also failed to perform another important duty i. e. when he ordered Petitioner to hand over the materials to the new contractor as per his Memo dated ²⁴³¹ 12-11-83, he should have forwarded to him the original account containing the Store-keeper's measurements, or its true copy for his guidance in transferring the materials, or he could have deputed the very Store-keeper (who had formerly measured all the timbers) to transfer the said materials to the new contractor; but he did

* Vide Enclosure X.

† Vide Enclosure Y.

‡ Vide Enclosure Z.

none of these in this matter. Granting the Executive Engineer failed to do this, the Head Clerk could have at least given a copy of this measurement when Petitioner applied to him for it on the 23rd November 1883; but he flatly refused to give it. These circumstances shew that the Executive Engineer, and the Head Clerk, were not well disposed towards Petitioner, and that there must have been some motive or other for all these things. At this time, Major Smith was absent from Cuddalore, and he had gone to Pondicherry on private affairs. Besides Petitioner had to accompany the Sub Engineer in giving over the remaining portion of the charge of Cuddalore Taluq. Under these inconveniences, Petitioner could not wait any longer for the arrival of the Executive Engineer to complain to him of the denial of the Store-keeper's measurement by the Head Clerk, which, he wanted to guide him in handing over the charge of the materials to the new Contractor. Thereupon Petitioner proceeded to obey the order of the Executive Engineer at once by handing over the charge of materials to the new Contractor. If the original or copy of the Store-keeper's measurement containing the particulars of dimensions of timbers had been sent to Petitioner, or given to him by the Head Clerk as requested by him, he would have himself found out the cause for the alleged deficiency of 52 cubic feet, which, the Executive Engineer says, has occurred by Petitioner's neglect, or by his incorrect measurement. Had these facilities been shewn to Petitioner in time, it would have enabled him to prove to the face of the Executive Engineer that the Store-keeper's measurement of all the logs, and five squared beams which were wrought and ready for use at the time, and the other timber pieces, was totally incorrect and unacceptable; and Petitioner would have further been acquitted of all the unfounded imputations, which are now made against him by inferences and suppositions. It appears that after an elapse of 25 days from the date of transfer of the materials to the new Contractor, the Sub-Engineer J. Keenan was ordered on the 22nd December 1883 to measure the timbers in order to test the accuracy of Petitioner's measurement. At this time, there were 4 logs and 5 squared beams remaining in their original shape, as the other small timber pieces had been used for the work by the new contractor. The Sub Engineer has measured the four logs only; but it does not appear by any record that he has measured the 5 squared beams, and the reason for this, is not stated by the Executive Engineer. These 5 squared beams are still lying in the Collector's Cutchery work shed. The Executive Engineer keeps silent on this point, or in other words that he treats these 5 squared beams as having been also used by the new contractor along with the other timber pieces. The Executive Engineer himself admits that there were 4 logs only when the Sub-Engineer measured the materials; and this is proved by the very words of the Executive Engineer which run thus. "No sooner were the materials handed over by the Overseer than the contractor at once commenced to work with small square pieces that were sawn and ready, and so there were only 4 logs remaining in their original shape." From the above words, it is clear that the Executive Engineer has omitted to speak any thing about the 5 squared beams; and Petitioner submits whether this omission is justifiable on his part. The Sub-Engineer's measurement of the 4 logs is said by the Executive Engineer to tally with the Store-keeper's measurement amounting to $131\frac{1}{2}$ cubic feet, and shew an increase of 27 cubic feet over Petitioner's measurement amounting to $104\frac{1}{2}$ cubic feet. But the question is whether the measurement of the Sub-Engineer is correct. The Executive Engineer seems to have said that the measurement of the Store-keeper, and that of the Sub-Engineer of the said 4 logs, tally, simply looking at the coincidence of their two products; but he has not considered whether the dimensions of the logs and the method of calculation employed by them, were in accordance

with the rules laid down for timber measurement as per page No 41 of the Madras Civil Engineering College Paper No. IX. Without any consideration on the point, the Executive Engineer proceeds to support their measurements; but this is objectionable. Petitioner submits that the measurement of the Storekeeper, and that of the Sub-Engineer, are not accurate. In the first place, the Storekeeper is a person unacquainted with timber measurement. There is not a single record in the office, which could be produced by the Executive Engineer to shew, that he was deputed to any work of this kind during his short stay prior to 1st September 1883. Besides the Executive Engineer admits that he did not supervise the whole of his measurement. Under these circumstances, is it fair and proper to say, that the measurement of the Store-keeper, is decidedly more correct than that of Petitioner, who is a person of 13 years' standing, and possesses extensive practice? A perusal of para 2 of Petitioner's letter No. $\frac{125}{21.3.94}$ marked X will convince the Noble Government that the way, in which, the calculations of the 4 logs worked out by Petitioner, is in accordance with the rule adopted by D. P. W. Department, merchants, and contractors in dealing with timber measurement. Petitioner has adopted in his measurement, the Rule I illustrated in the 3rd Problem of timber measurement, vide 41st page of Madras Civil Engineering College Paper No. IX. Whereas the Storekeeper and the Sub-Engineer, have adopted rule II illustrated in the said Problem. Hence the difference between the two measurements made by the Storekeeper, and Petitioner. Now the point to be settled, is whether the adoption of rule I by Petitioner in his calculation is correct, or whether the Storekeeper and the Sub-Engineer, who have adopted Rule II, are correct in their calculations. This point has to be decided by experts only. Until this is done, the Executive Engineer is not justified to impeach the accuracy of Petitioner's measurement. Major Smith has not submitted the above question for the decision of Higher Authorities before he took action against Petitioner in a harsh manner. He is not correct in saying that the Sub-Engineer's measurement of 4 logs has shewn an increase of 27 cubic feet over Petitioner's; and further, it is objectionable on his part to state that the difference of 52 cubic feet and 27 cubic feet, which is equal to 25 cubic feet, must be accounted for by Petitioner only. In the first place, the inaccuracy of Petitioner's measurement of the logs has not been established, since the question whether Rule I or Rule II, is to be adopted in timber measurement, has not been decided; and therefore the measurement of the timber pieces by Petitioner cannot be deemed as being inaccurate and unacceptable one. The grant of receipt for the increase of 27 cubic feet by the new contractor, who has signed before a receipt for the reduced quantity, is not at all to be deemed a sufficient ground for impeaching the accuracy of Petitioner's measurement; for the new contractor might have consented to undergo loss of some Rupees by accepting the increase of 27 cubic feet from various causes, such as his having advanced large sums for different materials to parties, his fear of losing the said advances, his fear of incurring the Executive Engineer's displeasure which would lead to the cancelment of his contract, and similar unavoidable circumstances. That force and coercion were used by the Executive Engineer for obtaining a receipt for the increase of 27 cubic feet from the new contractor may be proved to be a fact by the following circumstances. The new contractor had supplied broken bricks for the Collector's Cutcherry foundation work at 6-7-0 per 100 cubic feet according to the terms of his contract Bond; but the Executive Engineer has paid the new contractor only at 4-12-9 per 100 cubic feet. Thus the total sum paid was Rs. 53-5-1 for

1111½ cubic feet. Although this reduction in the price contrary to the terms of the contract Bond entailed on him a loss of some Rupees, he could not help accepting this reduced rate for fear of losing his money advanced for materials in the event of the Executive Engineer cancelling his contract. There is another circumstance worthy of attention. This is—all the above broken bricks, which amounted to 1111½ c.ft. supplied by the new contractor for the foundation work of the Collector's Cutcherry work, were sold at auction by the Executive Engineer's order for Rs. 6 - 12 - 0 on the ground that they were not needed for the concrete foundation, and it was bought by a third person. By this sale, the Executive Engineer occasioned a loss of Rupees. 46-9-1. to Government being the difference of 53 - 5 - 1. and 6-12-0. If the Executive Engineer had exercised a proper discretion on the point, he could have avoided this loss by using the said broken bricks to the terrace work of the said Collector's Cutcherry, as there was provision for this item in the estimate; but he sold them for Rs. 6 - 12 - 0 to a third man, from whom, the new contractor bought them for Rs. 9 - 0 - 0 on payment of 2-4-0 as profit. The Executive Engineer, learning this second purchase by the new contractor, has sent to him an order dated 15th July 1884 to the effect that the amount of 53-5-1 paid already for 1111½ cubic feet of broken bricks, would be deducted from his subsequent bill on the same works. Is not this a force used on the new Contractor in violation of all principles of justice? In spite of this, the new contractor has agreed to forego this loss also for fear of losing his money advanced for various materials. It was in this way, the new contractor agreed to accept the increase of 27 cubic feet for avoiding the loss of his large sums advanced to parties; and therefore the grant of receipt for 27 cubic feet is not at all a sufficient ground to impeach the accuracy of Petitioner's measurement of 4 logs, 5 squared beams and small timber pieces. Considering that the Executive Engineer has not been well disposed towards Petitioner, he apprehended that if he had had the charge of the Collector's Cutcherry Improvement work, two more charges would have also been made out against him from the above broken brick affair —, namely, (1) that Petitioner did not look after the interests of Government by selling the broken bricks at low price of 6-12-0, while it was worth about 72 Rs; (2) and that Petitioner did not know that the broken bricks were wanted to the terrace work, and that he did not suggest to the Executive Engineer that the order to sell them should be countermanded. Under the above reasons, Petitioner submits that his measurement, is perfectly accurate, and those of the Store-keeper and the Sub-Engineer, are not correct in consequence of their having adopted in their calculations Rule II illustrated in Problem 3 for timber measurement. It is not therefore proper to hold Petitioner responsible for the deficiency of 25 cubic feet.

Charge (10.)

Petitioner's Explanation.

Offence relating to sheds at the Collector's Cutcherry.

In this charge, it is stated by the Executive Engineer that Petitioner under-estimated the sheds at Rs. 43, while the Sub-Engineer has over-estimated them at Rs. 86-2-0. According to the Memo. of the Executive Engineer dated ²⁴³¹/₁₂₋₁₁₋₈₃, Petitioner was ordered to make over the 3 sheds built for the Collector's Cutcherry work to the new contractor, and to submit an estimate in their present valuation, vide para 5 of the Enclosure marked 'D'. The terms of the Bond of the new contractor, were that he should take charge of the said three sheds in their present valuation only. In consideration of these two terms, Petitioner estimated the said three sheds according to their quality and ages they have passed by inserting

in the estimate the quantity and number of materials. This was done by Petitioner according to the dictate of his conscience; and so he estimated them at Rs 43. It is really surprising to see that the Sub-Engineer estimated the said old sheds at 86-2-0, which, Petitioner believes, would be the prime cost of the said sheds. Properly speaking, the Executive Engineer should not interfere with the sheds, since they did not belong to D. P. W. Department, but belonged to the former contractor, Shunmooga Moodaly. As this man had been overpaid by D. P. W. Department, and as he became a bankrupt, and as there had been several suits pending in the court against him, the Executive Engineer, in order to make good the excess payment from him, ordered to make over the three sheds to the new contractor expecting thereby to get some money from them. The new contractor, could have refused to take up the sheds stating that they were old and not worth Rs. 86-2-0, if he liked; and there was nothing in the Bond to bind him to accept the higher rate of valuation over that of Petitioner, which was the proper price according to their present valuation: but he was forced to accept the higher valuation from causes of fear, which frightened him that he would lose all the sums he had advanced for materials to several parties. This man was therefore compelled to lose some Rupees for the sake of protecting his pecuniary interests, which were more important. That this man had also undergone similar loss and difficulties in two other instances, has been explained at large in the explanations submitted to the subordinate charge (6) in the preceding para. The Executive Engineer, seeing that Petitioner's estimate of the said 3 sheds is at Rupees 43-0-0 in their present valuation, ordered the Sub-Engineer to influence the new contractor to take up the sheds for the higher amount; and this order, the Sub-Engineer enforced by force and persuasion. The new contractor could not help to accept the higher valuation, lest he should lose the contract, which would entail on him heavy loss. The reason for Petitioner estimating the sheds at Rupees 43, has been well explained by him in his letter to the Executive Engineer dated ¹²⁵/₂₁₋₃₋₈₄ marked X. Under the above reasons, Petitioner submits, that the Executive Engineer, is not justified in impeaching Petitioner in this matter.

Charge (11.)

Petitioner's Explanation.

Offence relating to delay in payment of maintenance coolies

In this charge, the Executive Engineer accuses Petitioner for delaying the payment of wages to maintenance coolies for Ragava Iyen channel for months together. In explanation of this charge, Petitioner begs leave to submit, that he had in fact the charge of Tricklore and Cuddalore Taluqs up to 30th November 1883. Although he had several ordinary and emergent works to be attended to in these two Taluqs, still he was not interrupted by these works to make payments to the maintenance coolies for Ragava Iyen channel. But para 14 of the Executive Engineer's Memo. No. ¹²⁰⁴/₂₋₆₋₈₃ marked R, contains instructions that the Anicut Superintendents are each allowed an imprest of 50 Rupees in order to meet petty payments for maintenance coolies, and that Petitioner will not have too much in the way of making payments. A perusal of para 14 of this Memo, will convince the Noble Government, that Petitioner was not at all responsible for the delay of payments to maintenance coolies, since this work had been thrown on the Anicut Superintendents. This matter is fully explained by Petitioner in para 7 of his letter* dated ¹⁸⁷/₂₋₅₋₈₄ to the Executive Engineer. There were only two maintenance works (Ragava Iyen and Wallajah channels works), and their maintenance coolies had to be paid for by the Superintendents of Tricklore and Gadilum Anicuts

* Vide Enclosure A
sure T

respectively as per instructions conveyed in the 14th para of the said Memo ¹²⁰⁴/₂₋₆₋₈₃ marked R; and this fact is further proved by the enclosed copy of the

* Vide Enclosure A
Executive Engineer's letter No. ¹⁵⁷³/₂₀₋₇₋₈₃ and its enclosure. In this letter, the Executive Engineer forwards a cheque for Rupees 250 to the Anicut Superintendent for payment to maintenance coolies, and instructs Petitioner to check the work done by the said coolies. In other words, after the payment of wages to the maintenance coolies had been made by the Anicut Superintendent, Petitioner had to check only their work. Under this system of working, Petitioner had not even opportunities to know the causes for delay in the payments of wages. Had this delay been brought to Petitioner's notice by the coolies at least, he would have taken steps to bring the matter to the notice of the Executive Engineer, though he had no business to interfere in this matter under the spirit of the Executive Engineer's letter ¹²⁰⁴/₂₋₆₋₈₃ marked R. Thus Petitioner was not answerable for the delay until 4th October 1883, on which date, he received a Memo from the Executive Engineer dated 1-10-83 No. 2159 to the effect that he (Petitioner) should undertake in future the payment of maintenance coolies. Petitioner will, in the following lines, proceed to explain the delay in the payment of these wages after the 4th October 1883. The Executive Engineer accuses Petitioner for delaying payment of wages to coolies employed in Ragava Iyen channel in the following six instances. (1) That coolies employed on this work from 1st August† to 30th September 1883, were paid on the 27th October 1883; (2) that coolies employed from 1st October to 30th November 1883, were paid on the 18th December 1883; (3) that coolies employed from 1st to 31st December 1883, were paid on the 22nd January 1884; and (4) that coolies employed for the month of January 1884, were paid on the 11th February 1884. Again (5) that coolies employed for revetment work from 11th September to 31st December 1883, were paid on the 15th February 1884, and (6) that coolies employed from 1st to 31st January 1884, were paid on the 19th February 1884.

† The Executive Engineer is wrong in saying in his statement dated 26th March 1884 that coolies employed from 1st August to 30th November 1883 were paid on the 18th December 1883 vide his own Memo dated 3rd March 1884 No. 515 marked A.

As for (1), Petitioner begs leave to state that prior to 4th October 1883, the causes for delay in the payment of wages by the Anicut Superintendent as per Executive Engineer's letter ¹²⁰⁴/₂₋₆₋₈₃ marked R, were not brought to his notice by any one, and therefore he did not take step to bring the matter to the notice of the Executive Engineer. At the time the Memo No. ²¹⁵⁹/₁₋₁₀₋₈₃ of the Executive Engineer reached Petitioner, which was on the 4th October 1884, he was busily engaged in carrying on the Post office work on emergency. After completing it, and finally being relieved from the charge of Cuddalore Taluq for the first time on the 20th October 1883, Petitioner started to Trickle. He was fully engaged there from 25th to 27th October 1883 in checking the work done by the coolies, and he then paid their wages for the months of August and September 1883. By this, the coolies were not kept out of payment for 3 and 2½ months as stated by the Executive Engineer, but they were accidentally kept out of payments for one and 0 month only, since the wages due for preceding month were only payable in the succeeding month; and besides they are monthly coolies not payable once in every 10 days. As for (2) in which the payments due to the coolies for the months of October and November, which were said to be made on the 18th December 1883, Petitioner begs leave to submit that on the receipt of the letter No. 2368 of 2nd November 1883 for taking charge of the Cuddalore Taluq again, he started to Cuddalore with a view of returning at an early date; but after receiving the charge of Cuddalore Taluq records, and &c. from the Head Accountant by the

13th November, he was obliged to give over the charge again to the sub-Engineer J. Keenan conductor, who was posted to the Cuddalore Taluq, and was finally relieved by him for the second time on the 30th November 1883. By these inconveniences, the wages due to the coolies for the month of October, which were to be paid in the succeeding month of November, and the wages due to the coolies for the month of November, which were to be paid in the succeeding month of December, were all paid in lump on the 18th December 1883, and therefore the coolies were not delayed, for 3 and 2½ months as stated by the Executive Engineer; but were delayed only for one and 0 month accidentally. As for (3) in which the wages due to the coolies for the month of December 1883, which were to be paid in the month of January 1884, Petitioner begs leave to submit that out of his cash balance of 63-4-0, coolies employed on other works, were paid up to 10th January 1884 to the amount of 52-11-0, and thus the balance left was only 10-9-0 with which, Petitioner could not pay the maintenance coolies till 22nd January, since this small balance was not equal to the wages due to them; and since Petitioner received only on the 22nd January 1884 the cheque for the recoupment of his cash account dated 22nd December 1883. In regard to (4) in which the wages due to coolies for the month of January 1884, which were to be paid in the month of February 1884, Petitioner begs leave to submit, that owing to his having accompanied up to 6th February 1884 the Assistant Engineer Mr. Asphetal, who came on inspecting his works at that time, the payments were made on the 11th February 1884. All the above matters have been explained by Petitioner in paras 7, 8, 9 and 10 of his letter No. ¹⁸⁷/₂₋₅₋₈₄ marked A. About No. (5) in which the wages due to coolies employed for revetment work from 11th September to 31st December 1883, which were paid on the 15th February 1884, and those due to coolies employed from 1st to 31st January 1884, which were paid on the 19th February 1884, Petitioner begs leave to submit, that the revetment work had not received the sanction of higher authorities, and consequently there was not any fund allotted for it, although the Estimate was submitted on the 3rd November 1883, prior to which date, the work had commenced under the order of the Executive Engineer entered in the note book of the Maistry in anticipation of sanction. This matter is explained in full in paras 12 and 13 of his letter No. ¹⁸⁷/₂₋₅₋₈₄ marked A. The coolies were not consequently paid in time. As the Executive Engineer ordered Petitioner to pay the said wages from the maintenance money on Petitioner's application, it was accordingly done. Hence is the delay for which Petitioner is not answerable. The Executive Engineer proceeds to remark further why the coolies were not paid once in every 10 days or fortnightly. In reply to this, it is to be observed that they were monthly coolies paid at the rate of 4 Rupees each per month, and consequently payment once in every 10 days or fortnightly payment could not be made. The system of paying coolies monthly has been in force for the last 3 years. This system was followed by Petitioner's predecessor Mr. Tims for a period of 2 years. The Trickle Anicut Superintendent has followed the same system of monthly payment* for 7 months. Petitioner has followed the above example set by his predecessor for 6 months. Why did not the Executive Engineer take measure to put down the above system of monthly payment for the last 3 years? Why did he allow Mr. Tims and the Trickle Anicut Superintendent for 2 years and 7 months respectively to continue the system? He allowed the system to be in force for the past 3 years, and now comes upon Petitioner to explain the causes for this. Is this fair and reasonable on the part of the Executive Engineer? The Executive Engineer ex-

* Vide Enclosure A

presses his sympathy for the coolies for the delay in the payments of wages due to them; but had these feelings been genuine, he would have long ago put down this system of monthly payment. Petitioner submits in good faith that the expression of feelings by the Executive Engineer for the coolies, have been only inserted in this offence in order to bias the minds of the higher authorities for procuring the speedy downfall of Petitioner. Under the above reasons, Petitioner submits that he is not guilty of all the imputations contained in this 11th charge.

Charge (12)

Petitioner's Explanation.

Offence relating to irregularity in handing over charge of Cuddalore Taluq to conductor J. Keenan Sub-Engineer.

In Explanation of this charge, Petitioner begs leave to submit that he had kept all the records connected with Cuddalore Taluq separately as per order of the Executive Engineer, and that he had not neglected this duty as stated by him. When Petitioner was ordered to give over charge of the Cuddalore Taluq to the Sub-Engineer, he made over to him all the records save the few

papers noted in the margin.* These papers were taken by Petitioner to Tricklore for disposal with the permission of the Sub-Engineer. As Petitioner knew all the details of these papers, and as the Sub-Engineer was new to them, Petitioner undertook their disposal; and this too with the consent of the Sub-Engineer. It is not proper on the part of the Executive Engineer to say, that Petitioner took these papers without the knowledge of the Sub-Engineer. A reference to the Sub-Engineer would now settle the point beyond doubt; but this, the Executive Engineer failed to do. After joining Tricklore, Petitioner submitted all the said papers to the Executive Engineer disposing of them all in a complete shape. Beyond this, nothing was done by Petitioner. The Executive Engineer, in order to multiply charges against Petitioner, has made this simple affair as a serious offence. In fact, there was not any irregularity or neglect of duty on Petitioner's part, and therefore he is not guilty of this charge.

Charge (13.)

Petitioner's Explanation

In reply to this charge, Petitioner begs leave to submit, that they relate only to the timber and shed affair; but as these two charges have been fully explained in charges 9 and 10, Petitioner deems unnecessary to repeat the said explanations in this place also. Petitioner will, however, state a few words regarding the

Remarks made on Overseer's letter No. 125 of 21st March 1884.

objectionable remarks of the Executive Engineer to the effect that the contractor had taken away the difference between 517 and 430½ cubic feet, fraudulently or very probably with the connivance of Petitioner. The Executive Engineer has not proved by any evidence, oral, or documentary, that Petitioner connived at the fraudulent acts of the contractor; but on the contrary there are records to prove that the Executive Engineer had treated this contractor very leniently by overlooking all his unpardonable vices, and this lenient treatment only emboldened him to commit abominable acts. For instance in the year 1880, an estimate was sanctioned for certain Rupees for constructing a dam across a river called Chengee River in the limit of Malathachoor in the Velloppoorum Taluq; and the work was executed under the direct Supervision of the Supervisor Veeraragava Puntaloo. The foundation of this work had been laid with a depth shorter than what was sanctioned with the connivance of this very contractor and the Maistry; but the Supervisor prepared a bill for this foundation work for full depth as provided in the estimate, relying on the statement of the Maistry. This Supervisor was

degraded for this mistake on the representation of the matter to Government. The contractor in this case, had received excess payment with a guilty knowledge; and this, he was compelled to repay. Why did not the Executive Engineer prosecute this contractor and the Maistry for dishonesty, or cancel the contract at once if he found that he could not effect a successful prosecution? Without taking any step for punishing this contractor and the Maistry, the Executive Engineer subsequently entrusted the former with some other works in the Tricklore Taluq; but these works were also badly managed, and executed by this contractor. On the representations of Mr. Tims on this subject, these were taken from the hands of this contractor, and executed departmentally, and by other agencies. But again an important work of Punrooty Cutcherry was entrusted to this very contractor under the Supervision of the Overseer Mr. Tims. There was an ill feeling between the contractor and the Overseer Mr. Tims in the above affair. The Executive Engineer without giving his consideration to this important point, he accepted the false charges brought by this contractor against this Overseer, and recommended him to be removed from the service; but the Superintending Engineer transferred the Overseer from the District. What do the above circumstances shew? Do they not display beyond doubt that the Executive Engineer has treated this contractor very leniently on the face of his proved bad character in the above affair? Petitioner is unable to account for the causes, which led the Executive Engineer to shew mercy and leniency to this dishonest contractor in preference to his Subordinates Mr. Veeraragava Punthooloo and Mr. Tims. After the transfer of Mr. Tims from the District, Petitioner succeeded him in this District. As the contractor was leniently treated by the Executive Engineer in the above cases, he had the boldness to carry on fraudulent acts in the present case also. In proof of the leniency shewn to this contractor, Petitioner will proceed to advert to some more instances. This is, the excess payment fraudulently received in 1880 by this contractor in the dam affair across the Chengee River, which brought about the degradation of Veeraragava Punthooloo, could have been recovered from this contractor in 1882-83 from the Punrooty Cutcherry work, which amounted to Rs. from 11 to 12,000 Rupees; but the Executive Engineer remained quite for so long a time, and now endeavoured to recover from him from the works of Collector's Cutcherry and the Post Office, and other additional works now executed to Punrooty Cutcherry building. Does not this circumstance shew that the contractor was a pet of the Executive Engineer? There is another circumstance to prove, that the Executive Engineer had shewn leniency to this contractor i. e. when injunction orders were received from the civil courts to stop payments to this contractor, the Executive Engineer replied flatly to the said Courts that no money was due to the contractor instead of reporting that he should see the accounts to know whether there was any sum due to the man. After the injunction orders had been returned to the Courts, the Executive Engineer looked into all the Contractor's Accounts, and found a certain sum due to him after deducting all excess payments made to him in the above cases. The Executive Engineer could have done this before he replied the injunction orders; but he did not do this, and this shews that the Executive Engineer wanted to help this contractor in this way also. Under the above reasons, Petitioner submits that he did not connive at the contractor's dishonest acts; but on the contrary the leniency shewn to him by the Executive Engineer was the cause for all the wicked acts of the contractor. As for the remark of the Executive Engineer that Petitioner wanted to favor the former contractor, and now the new contractor, it is to be observed, that the explanation submitted to charge (9), is quite enough to prove that there was not a shadow of evidence to make this imputation; but Petitioner believes that it is made up in order to multiply charges against Petitioner.

The Executive Engineer further proceeds to remark, that Petitioner did not confer with the Sub-Engineer to learn how to measure timber as ordered by him. In reply to this, it is to be observed that Petitioner has obeyed the order of the Executive Engineer on the subject, and that he did not neglect his order as stated by him. Petitioner reached Cuddalore on the evening of the 17th February 1884, and on the 18th he had to visit his relative for condoling him for the loss of his father; and on the evening of the same date, he went to the Sub-Engineer's quarter, but was informed that he (Sub-Engineer) had gone on circuit. On the morning of the 19th at 6 A.M. Petitioner started to Tricklore again. Thus it will be seen that Petitioner did avail himself of one day's leave only. On the 17th March 1884, Petitioner visited the Sub-Engineer at Punrooty on his order for accompanying him on his tour of inspection of his (Petitioner's) works, and conferred with him at the time on the subject of measuring timber. The Sub-Engineer was of opinion, that there are several ways for measuring timber, and therefore it could not be said that Petitioner's way of measuring timber was open to objection. In the letter* No. 52 of 2-2-1884 addressed to the Executive Engineer, Petitioner asked him to forward to him the measurement of the Store-keeper and that of the Sub-Engineer with a view to prove his own measurement to be correct; but he was ordered to confer with the Sub-Engineer on the subject, which, he did not expect, would be the reply to his letter. Under the above reasons, the Executive Engineer is not justified in saying that Petitioner has not obeyed his order.

Charge (14)

Petitioner's Explanation.

As regards this, Petitioner begs leave to submit that he was in Chingleput District for about 11 years, and has done his work properly and satisfactorily during the said period. The remark passed against Petitioner, when he was in Chingleput District, are not so bad as those entered against him in this District. At Chingleput, Lieutenant Colonel. H. Smalley was against Petitioner for his having passed some remarks in correspondence against the Sub-Divisional Officer in connection with the injuries caused to Polivakkum tank in the storm of 1882-83; but here, though Major Smith is a good hearted gentleman, he has been prejudiced against Petitioner by his Head Clerk, who is Petitioner's bitter enemy, and consequently he signed all the unfounded correspondence prepared by his Head Clerk accusing him with several faults. Hence a group of remarks has found place in the defaulter's Book in this District. As these remarks, except 2 (which relate to bad timber being used in Tricklore Police shed and Bahgur tank), have reference to the various imputations made against Petitioner by the Executive Engineer, the former does not feel necessary to explain them in this place, in as much as his explanations regarding the said charges in the preceding paras are quite sufficient to meet these remarks. In regard to the remark that bad timber was put up in Tricklore Police shed, it is to be observed that this relates to the Bressummers used by the contractor in this work. This Bressummer was a strong one, though it had a slight crack. As the Superintendent of Police expressed his wish that this should be removed and another substituted, it was accordingly done. This simple and innocent affair, has been entered in the defaulter's Book as if it was a serious offence. The Executive Engineer fined Petitioner for this simple and innocent affair, one sixteenth of his pay, which was very arbitrary; but he did not appeal against this order, apprehending that it would increase the displeasure of his master, who had been already biased against him. In regard to the Bahgur tank, it is to be stated that Petitioner had given

sufficient instructions to the Contractor, and sectioned the works &c. to be done by him. The work had to be supervised by a Maistry, who was a pensioned Local Fund Overseer, and who was paid Rs. 30 for his labour every month. This Maistry neglected this work, though he had plans, estimates, and specifications &c. with him. It is very hard to see that Petitioner should be blamed for the fault of the Maistry, who was drawing 60 Rupees per month including his pension. Petitioner is not at all to be blamed in this matter.

Charge (15)

Petitioner's Explanation.

Charges prepared by Lieutenant. Col. H. Smalley as per his letter dated 21st June 1884 No. 382 and its enclosure.

As regards this imputation, it is to be observed that owing to the remarks passed by Petitioner in correspondence against the Sub-Divisional Officer of Chingleput District in connection with the injuries caused to Polivakkum tank in the year 1882-83, Lieutenant Colonel H. Smalley did not like him; and he was therefore waiting for opportunities to inflict some injury or other to Petitioner. Actuated with this motive, Lieut-Col. H. Smalley, who succeeded Major Smith in this District for 2 months, as Executive Engineer, addressed a letter to the Superintending Engineer, to the effect, that Mr. Carless, Assistant Engineer, when in charge of the Chingleput Division in 1882, has reported against Petitioner, who was then employed in that Division as Overseer. Lieut-Col. H. Smalley, who had opportunities to injure Petitioner, now endeavoured to prejudice the mind of the Superintending Engineer by drawing his attention to an old affair, which transpired so far back as 1880. Petitioner will here proceed to give some account of this stale matter. When Petitioner was in the Chingleput District as Taluq Overseer, he was ordered to submit 20 estimates for various works amounting to 60,000 Rupees. Petitioner had also other emergent works to be attended to besides works of ordinary nature including field work, encroachment on D. P. W. Works, and Petitions. Petitioner was therefore compelled to submit these estimates one after another in their order by attending to his other important works, and this occasioned some delay in submitting the estimate for Pillapakkum tank; and besides there was not any order issued to him for an early submission of this estimate. There was nothing serious in this matter as to call forth any explanation from Petitioner. The enclosed paper* will convince the Noble Government that Petitioner had to prepare 20 estimates for 60,000 Rupees. Lieut-Col. H. Smalley, has added this simple affair to the list of cases prepared by Major Smith in order to multiply charges, and for procuring the speedy downfall of Petitioner.

5. In the preceding para, Petitioner has explained all and every one of the charges preferred against him by the Executive Engineer, and it now remains for the Noble Government to pass a right decision in this case. The point to be considered by the Noble Government, is whether the punishment of dismissal inflicted on Petitioner by the Chief Engineer on the representations made by the Executive Engineer and the Superintending Engineer has been based on tenable grounds. A perusal of the whole records of this case, will convince the Noble Government that there is not a particle of evidence forthcoming to impeach the honest and upright character of Petitioner. Petitioner has proved beyond doubt by his explanations that each and every one of the faults imputed to him is groundless, and unfounded. The Head Clerk of the Executive Engineer's Office, who is Petitioner's enemy to this day, Petitioner submits in good faith, was the cause for all these unfounded accusations. He prejudiced the mind of Major Smith by carrying tales against Petitioner, and the latter believing his statements, accused Petitioner

with the said charges. Petitioner was very badly treated by the Executive Engineer, and the expressions* made use of in all the Memos sent to him, are all of such a nature as not to permit any human being to bear them. Petitioner believes in good faith that all these unpleasant correspondence against him had been prepared by the Head Clerk, and the Executive Engineer in his turn coolly signed them. The very language of the Memos, will shew that the drafts in question are not the productions of the Executive Engineer. By these endless and unnecessary correspondence containing abominable expressions, Petitioner was annoyed at all times, and he had no time to attend to his routine work, since his whole attention was devoted to answer vexatious and annoying Memos. Petitioner has secured nearly 13 years' service in the Government employ, and he has always borne a high character for integrity, industry, and efficiency in the discharge of his duties. The enclosed testimonials marked B, will bear a strong testimony to this fact. Major Smith himself has borne an excellent certificate regarding Petitioner's qualifications. To prove that Petitioner has always been a hard-working public servant, he brings to the notice of the Noble Government that he has taken sick leave for 3½ months only during the whole period of 13 years' service. He has not even taken preparatory leave when transferred from one place to another. The enclosed Tabular statement† will prove this fact. Petitioner's industrious and honest character has even been certified by the Sub-Engineer J. Keenan, Conductor, vide his report which is on the records. Having thus worked faithfully in the discharge of his onerous and responsible duties for 13 years, he has now fallen a victim to the machinations of the Head Clerk, who was the chief cause for Petitioner's downfall. Petitioner regrets that the Superintending and the Chief Engineers too, did not give their patient and unbiased consideration to the truly deplorable case of Petitioner. Mere simple and innocent acts of Petitioner in the discharge of his duties have been unduly exaggerated as charges of serious nature by the Executive Engineer. It is very easy for a Superior Officer to find fault with his subordinate however careful, efficient, and honest he may be. In the case of Petitioner, attention to justice, consideration to the dictate of conscience, and adherence to established truths have all been lost sight of by Major Smith and Lieutenant Colonel. H. Smalley. Major Smith did not consider for a while that his lenient treatment to the former contractor, was the cause for all his fraudulent acts; but he proceeds unconscientiously to accuse Petitioner with a group of groundless charges. If the Noble Government patiently and impartially look into all the papers, which contain accusations against Petitioner, they would no doubt arrive at a conclusion that Petitioner has been cruelly, and mercilessly persecuted by the Executive Engineer.

6. Petitioner begs leave to submit for the information of the Noble Government, that the Executive Engineer has spared no pains to invent charges against him for the sole purpose of procuring his dismissal from the public service; and if he had only more opportunities, he was sure to make out some more charges also against him. For instance, if Petitioner had had the supervision of the new Taluq Cutcherry building, which was recently finished, and also the Collector's Cutcherry Improvement work now in progress, he was sure that the Executive Engineer would have attributed to him some more charges for the defects that are now visible in the Construction of these buildings. The new Taluq Cutcherry building was sanctioned and completed in the year 1882-83, after the standard plan. The cut stones, to be fitted on the top and edge of the basement all around the building, were supplied on the indent of the Executive Engineer as per provision made in the estimate;

* Vide Enclo-
sure. A
and A

† Vide Enclo-
sure. A

but these cut stones were partly fitted, and the remaining supply, was sold in public auction. The work site was only two furlongs distance from the residence of the Sub-Engineer and the Executive Engineer under whose supervision the building had been completed; and had they frequently inspected the work, and given strict instructions to their subordinates, this apparent defect of not fitting the cut stones throughout the building, would not have occurred. Petitioner submits that the Sub-Engineer and the Executive Engineer, can plead no excuse whatever for this apparent defect in violation of the standard plan; but still they have smoothly passed off this matter. If Petitioner had had the supervision of the Taluq Cutcherry building, and if the defect now noticed been caused by his neglect, the Executive Engineer would not have failed to accuse him for this mistake, and insert this in the list of charges holding him responsible for the weakness of the building. Similarly in the case of the broken bricks supplied by the contractor to the concrete foundation work of the Collector's Cutcherry now in progress, Petitioner would be made answerable for the loss of 46-9-1 caused to Government by the Executive Engineer for having ordered them to be sold at auction for Rs. 6-12-0 while it is worth about Rs. 72 without knowing that they could be used for the terrace work of the same building, if he had only least concern in it. vide Petitioner's explanation to the subordinate charge 6 in the principal charge (9).

7. There is another point worthy of the consideration of the Noble Government i.e. The former contractor, who had committed gross frauds in the discharge of his duties, had been leniently treated by the Executive Engineer as shewn in the explanation to charge (13). A consideration of the lenient treatment shewn by the Executive Engineer to this dishonest contractor notwithstanding his proved fraudulent acts, and the cruel manner in which Petitioner has been dealt with for all his innocent acts, will lead the Noble Government to conclude that much partiality has been shewn by Major Smith in dealing with the case of the latter (Petr.)

8. In conclusion, Petitioner begs leave to submit that he has secured 13 years' honest service in the Government employ, and has obtained testimonials in his favor from the gentlemen under whom he has served. It is only after he joined this District, where his stay is not long, he had the misfortune of being charged with so many unfounded faults, all of them were brought about by the intrigues and machinations of the Head Clerk, who is Petitioner's enemy. In this deplorable condition, he craves his Excellency in council to take all the records forwarded herewith into their favorable consideration, and after being satisfied with the arguments set forth in this Petition, they will be pleased to reinstate him in his post with arrears of pay. Petitioner is a large family man having to support 10 souls depending on him for protection; and having no other means of livelihood than the hard earned pay of his post, he begs that the Noble Government, the members of which are fathers of children, will allow their decision in this case to be guided by feelings of mercy, generosity and impartiality, as he is utterly ruined by the severest punishment, which the nature of his case, does not merit. With the sanguine hope of obtaining justice at the hands of the Noble Government, Petitioner, closes his appeal, and for this act of charity, Petitioner shall as in duty bound ever pray.

CUDDALORE, SOUTH ARCOT DISTRICT,
27th October 1884.

W. Athapozam
residing in the Premises
No 251 Runga Row street
New Town Cuddalore

