Of.S12
VII
Civ. 30/7.

document connected with the case that seven cheques, with measurement sheets, bills and receipts attached, contained twenty-two signatures of the supposed contractor - Venkatachella Mudeliar, which vary so considerably that it seems quite impossible that they could have been made, as his ordinary signature, by the same person.

The cheques for the work done were drawn in the name of Venkatachella Mudeliar, signed by the Executive Engineer and handed over to the Supervisor for delivery.

The Supervisor evidently forged the name of Venkatachella Mudeliar, on the cheques, as an endorsement, either him-self, or got others to do it.

Paras 83 - 87. The Supervisor endeavours to shift the blame on the Executive Engineer for not detecting the difference in the signature, and enters into other irrelevant topics.

The village munsiff of Tegalen deposes that the man produced was the only man of that name that was known as a plantain merchant at that place.

The respondent makes no remark beyond saying that it is no defence, and does not touch the main point as to the existence of a *bonâ fide* contractor.

been thrown out of employ by the Supervisor because he declined to be a party to the fraud.

for drunkenness.

~~The Executive Engineer found on looking over the documents connected with the case that seven cheques, with measurement sheets, bills and receipts attached, contained twenty-two signatures of the supposed contractor Venkatachella Mudeliar, which vary so considerably that it seems quite impossible that they could have been made, as his ordinary signature, by the same person.~~

Para 128 of the Supervisor's Memorial dated 2nd June 1888 "Besides the Magistrate says that I fenced and took care to avoid committing myself. I beg to state that such an action is the privilege allowed by the law of evidence to every witness" etc:

It goes without saying that the Supervisor would, if free from blame, have had no difficulty in giving straightforward evidence, and that the expression of such sentiments as these here put forward by the Supervisor can scarcely tell in his favor.

Para 136 gives certain calculations designed to show the value of trees cut. They bring out an average of 2 annas per tree.

This is clearly absurd. It is shown under charge (2) that the selling price of wood at Harur, the nearest town, is Rs. 1½ to Rs. 2¼ per bandy-load and taking 4 trees as a cart-load. Vide para 137 of Memorial. The value of each tree would be about 8 annas, or say 6 annas on the spot ~~ground~~. What the Registrar professed to sell the trees for is no criterion of their real worth.

Engineer had sanctioned the cutting of Karuvelam trees only.

He permitted the cutting of trees on the exterior slopes of the bank, while those on the interior slopes only were to be cut under the conditions of sale.

He failed to bring to notice that trees were being cut after the contract time had expired. This was only brought to notice on the 3rd October 1886, after the Supervisor had been transferred from the station, Karur. The transfer from Karur was effected on the 19th September, up to which time the cutting went on.

Denies that he was aware of this.

Witnesses Rutnasawmy and Venkatasawmi depose that the matter was the subject of common talk, known to everybody. The Supervisor can thus scarcely have been ignorant of it. On the 19th September some of the Supervisor's friends and acquaintances were at the Railway station to see him off. Among the number was Dastigiri, the wood contractor. While the Supervisor and his friends stood in groups on the platform some conversation took place between him and Dastigiri. Among other matters, the tree cutting was referred to, and according to Ratnasawmy, who was also present, the Supervisor told Dastigiri that "he might safely go on with the work as nobody would take any notice of it," or words to that effect.

amount of money which was remitted to the Supervisor, the reports are dated,

24th November 1884
9th December 1884
25th December 1884 &
1st January 1884 (1885?)

From these reports it appears that 173 trees had been sold for Rs: 35 - 13 - 0.

The money was never remitted to the Treasury.

In addition to the trees referred to above, the Executive Engineer reports in his letter No 1817 of 18th November 1886 that "a large number of trees were cut on the Pallapollium Channel bank, by whom I cannot find out in 1884."

The Supervisor states that they were cut by the contractors of the Pallapollium Channel escapes and Thadampollium tank for the purpose of firing lime and brick kilns, and that the value of these trees was to be deducted from the contractors' bills.

Nothing was deducted from the bill of the Pallapollium Channel contractor, and nothing from the other for trees cut from the Channel bank, though a recovery is made from him for trees cut elsewhere viz: from the Thadampollium Tank bed. (E. E. letter No. 1817 of 18th November 1886) the eyes of the sub-divisional officer". Dastigiri was present, but although he had bid Rs: 32 at the first sale, allowed the property to go to Sivagnanum for Rs: 23. The property sold at the first sale was worth at the lowest estimate Rs: 1000. There were only two bidders, and it fetched Rs: 32. The property sold at the second sale was probably not worth Rs: 5 and there were several bidders who ran it up to Rs: 23, although the terms of the sale were so clearly explained to the bidders that the Talapolliem people would not bid.

The Supervisor has chosen to assume that this charge had been abandoned.

The principal witness Sivagnanum is denounced as the Supervisor's most inveterate enemy.

It never has been abandoned. It is the charge on which the Supervisor was suspended, and it still holds good.

The evidence of this witness appeared to those who took it as most truthful.

that he was [illegible] at the sale on behalf [illegible]

of Dustagiri, (the purchaser at the previous cancelled sale) who was himself a bidder. After that he left, took no further part in the proceeding, never exercised the right of cutting, and never caused any trees to be cut.

that he ordered the Water Registrar to do the business.

The Supervisor further states that all the cutting was done before 25th November, the limit fixed by the conditions of sale.

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to cut and remove them, and it makes no mention of restricting the class of trees to be cut to Karuvellam. From these reasons it would appear that the tree cutting of November and December 1884 had no connection with this sale of 25th September. It may also be remarked that the fact of the Supervisor mixing himself up, as he alleges, with the business of the contract was in itself highly irregular, and a breach of departmental rules

But the Registrar's first report dated 24th November 1884 mentions that the trees must be cut little by little - a few at a time - as there was much water in the Channel. This agrees with the Registrar's deposition before the Superintending Engineer. He then said that the tree cutting began on 24th November, and lasted up to 1st January, and that people did not bid for trees before 24th November 1884, because there was much water in the Channel. These circumstances go further to corroborate the opinion that the tree cutting of November and December was not in any way covered by the sale of 25th September 1884, and was in fact unauthorised

P. T. O.

a plea to divert attention from the fraudulent transaction of the previous August (Charge 2)

the first sale should hold good unless the petitioner deposited "Rs: 75"

(3) Charge A Second Auction sale was held on the 25th September 1884, designed as

"The conditions of this sale were of the most stringent nature. Only a path of 6 feet wide on the top of the bank was to be cleared. Only Thurnselam trees were to be cut, and no others. The trees or branches cut were to be removed clear of the bank within two months. The highest bidder was to pay down at once the amount he has bid, but as it was doubtful whether any purchaser could make a profit of Rs: 5 out of such a business it was probable there would be no bidders. Consequently the Supervisor had to make special arrangements.

intended to clear the inspection path on top of bank, but the conditions allowed of the whole bank, both top and sides, for 8 miles, being cleared. The timber thus included was worth after paying all expenses not less than Rs. 1000" It may be noticed that the conditions were drawn up in Tamil, a language perfectly familiar to the Supervisor though not to the European Sub-divisional Officer.

At the sale there were only two bidders, both of whom, Dustagiri and Veniagam, are intimate friends of the Supervisor. Another suspicious circumstance is that the day before the auction the place of sale was suddenly changed from Tullapolliem to Karur. The first notice was that the sale would be at Tullapolliem on the 18th August, but on the 20th, notice was given through the Tahsildar that the sale would take place at Karur on the following day, at 8 a.m.

P. T. O.

on the 21st August, but the conditions on that occasion were so vague that the purchaser, Dustagiri, might have cleared the whole bank of trees, both top and slopes. The probable value of the property disposed of at this sale to Dustagiri was at the lowest estimate, worth Rs. 1000. It realised Rs. 32/.

It must be remembered that firewood at Karur sells at Rs. 1½ to Rs. 2¼ a bandy-load, and this sale admitted of the complete clearance of the bank, both top and sides, for a length of eight miles.

kept no account of what was cut.

At another time he said that it would be easy to count the trees.

He afterwards states that cutting was carried on upon terms which were "well understood", and that payments should be exacted according to the quantity of bricks and lime burnt.

He asserts that Raghavaiyangar's deposition shows that only 149 trees can have been cut by — Kuppusawmy the Contractor.

In para 59 of his Memorial of 2nd June 1888, the Supervisor says "a reading of the deposition will show that I did not allow Kuppusawmy to cut whatever kinds of trees he liked. There was no question from the Magistrate what kinds of trees were to be cut. The question referred to the quantity and my reply was to it."

It appears from the Supervisor's own deposition before the Magistrate that he let Kuppusawmy "cut what he liked" and that the cutting began in 1883 and went on till May 1886.

It is not therefore, in the Supdt. Engr's opinion, unreasonable to conclude that a fraud was intended by this business, and that the Supervisor and the Contractor were to share the proceeds.

But the deposition sets out that as many as 1200 trees seem to have been cut before the 17th May 1886.

The words in the deposition are:- "He can cut what trees he wants for brick making, etc. He can cut on any part of the first 8 miles." The Supervisor endeavours here to raise a false issue. The point of the remark of Government is that the Contractor was allowed to cut an unlimited quantity of timber. What "kinds" of trees he cut is of no consequence in this connection.

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P. T. O.

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Statement of charges against A. Murugesa Mud

Remarks.	Murugesa Mudeliar's explanation
(1) Charge Murugesa Mudeliar allowed, in or about September 1884, a large number of Pullapollium Channel bank, for which no recoveries were brought to account.	
The fact of the cutting is established by documents discovered among the records of the Taluq Office.	The Supervisor seems to consider it very creditable to him that he did not destroy these reports.
	The trees were, the Supervisor alleges, cut for firing brick and chunam kilns, and deductions were to be made from the Contractor's bills of masonry work.
	The Supervisor at one time alleged that he

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trees, estimated at about Rs: 1000, to be cut by Contractor Kuppusawmy, on the

The Superintending Engineer remarks on this. It certainly was a serious oversight on his (the Supervisor's) part because they are evidence indisputable that he received money which he has not satisfactorily accounted for. These reports, however have reference only to some 120 trees, whereas there were marks of cutting of several hundreds of trees (Suptg: Engrs: letter No 483 of 31st December 1886)

The transactions have never been brought to account, and no deductions were made in the Contractor's bills during the two years that elapsed. After this period, and subsequent cuttings, it would simply have been impossible to say what trees had been cut.

This is clearly untrue.

It is obvious that this would be impossible, as frequent cuttings there have since been allowed.

There is nothing to shew that any times at all were made, and the Supervisor left the district without informing the officer who took over charge from him that the recovery [illegible] would have to do this.

3

d/2 June 1888.

Paras 60 to 69 of petition - Here the Supervisor assumes the existence of an account of trees cut by Kuppusawmy.

Para 70. "A thorough examination of the deposition and the lists of trees therein quoted will show that the figure 149 given by me is what was meant by Raghaviengar to have been cut by Kuppusawmy, and that the ~~the~~ 1200 referred to by Government is a total under all circumstances and does not apply solely to this case". Also paras 71 to 76.

(2) Charge. On the 21st August 1884, a large number of trees on the Pullapolliem

-ditions of the sale were so vague that the Government were liable to be defrauded

The Superintending Engineer's remarks in para 15 of his letter No. 483 d/ 31st December 1886.

The Supervisor states that the conditions of sale were drawn up by Mr Clerk the Sub

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There is no such account, and the existence of one cannot be proved by such remarks as the Supervisor makes. There is no justification either by rule or practice for the omission to keep an account.

Raghaviengar says in his deposition - "I classified the trees as cut after the 14th August, and as cut before that date from the appearance of the stumps and information given my by the villagers who followed me. I made out a list of 1200 trees as cut before the contract of May."

It may be remarked that no reliance can be placed on the numbers given in any case, and this is not the material point. The fact that unrestrained cutting was allowed of which no proper account was kept, and on account of which no recovery was made, constitutes the gravamen of the charge - and this has not been met.

Channel bank was sold by public auction, by Murugesa Mudeliar, but the con-

by the transaction.

In reference to this, the Superintending Engineer remarks that "so far as the Supervisor is concerned this does not signify. That it was clearly the duty of any honest man in the Supervisor's position to have protested strongly against such a serious blunder, and had

"The villagers petitioned, and the Executive Engineer forbade the purchaser, Dustigiri, to do any cutting."

The transaction was so palpably fraudulent that the Contractor refrained from claiming damages by Civil suit, knowing that the appointment of his friend, the Supervisor, was at stake.

In para 27 of his Memorial dated 2nd June 1888, the Supervisor regards as a significant fact, proving his innocence, the Memo from Mr Clerk intimating that unless the ryots who petitioned against the sale would deposit Rs 75, the sale should stand. It is added that "if Mr Clerk was not of opinion that in the first sale the trees had fetched a fair price, he would not have ordered that

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Mr Clerk was at this time misled as to the conditions of the sale, which were ~~[illegible]~~ vague and in Tamil, and did not therefore realise the value of what was being given away. This circumstance is no proof whatever of the Supervisor's innocence.

Sivagnanum states that as he and others were going to the sale it was settled that the bidding should go above Rs: 20/

Both Sivagnanum and Kuppusawmi state that at the sale, Dastigiri gave them Rs: 5 each as a deposit to qualify them for bidding.

Sivagnanum states that Dastigiri gave him the Rs: 25/ he had to pay as successful bidder.

Kuppusawmi states that he saw this, and was therefore doubtful whether Sivagnanum was bidding for himself.

The Pullapolliem ryots having had the conditions explained to them did not bid.

The whole thing thus seems a "blind to divert attention to the job attempted at the first sale."

Sivagnanum further states that he went to the sale merely out of curiosity.

The Supervisor's account is that immediately after the sale Sivagnanum asked him to get

The sale took place on the 25th September 1884, while the order to the Water Registrar is dated 25th October, or one month after the sale. It makes no mention of [illegible] the Registrar to allow ryots who were willing to purchase trees

There is further evidence to shew that in November and December 1884 there was an unauthorised indiscriminate selling and cutting of trees not covered by the terms of the sale of 25th September 1884.

10

The payments for these trees were made by the Water Registrar to the Supervisor, who admits receipt of the money, but says that it was made over to Sivagnanum according to agreement. This Sivagnanum denies, and the Supervisor can produce no accounts and no receipts.

There is a draft of a letter on record in the Taluq Office dated 27th December 1884, addressed by the Supervisor to Sivagnanum in which he asks Sivagnanum to come to the Karur Office and receive payment of the[illegible] for trees sold by the Water Registrar of Pallapollium.

Sivagnanum says that he never received such a letter, and never received any payment for trees. It seems clear that the draft was put on record to meet future possible inquiry.

The Superintending Engineer regards this
ale as "a mere farce arranged by the Supervisor

41st. Charge – Illicit tree cutting on the Pallapolliem Channel bank was allowed by accused.

The trees were cut and sold by the Water Registrar, a Government Servant, under Murugesa Mudaliar's orders, Murugesa Mudaliar receiving the money for them.	Murugesa Mudaliar explains that he acted on behalf and at the request of Sivagnanum Pillay, the purchaser in the auction sale of September 1884, and that he paid the money received to Sivagnanum Pillay from whom he obtained receipts. Moniyar Cundasawmy Pillay was present the Supervisor alleges, when Sivagnanum Pillay made the request.
The transaction came to light after the Supervisor's transfer, there having been found among the records of the Office four reports by the Water Registrar in which the details of the selling of the trees are	

Murugesa Mudaliar in November and December 1884, no sale proceeds being brought

10

Sivagnanum Pillay denies giving any such authority, and denies the receipt of any money. The receipts for the money are not forthcoming. It is also remarked that Sivagnanum Pillay's interest in trees ceased on the 25th November 1884 under the conditions of his purchase, whereas the transactions under this charge extended up to 1st January 1885.

Moniyar Cundasawmy Pillay denies that any such request was made in his presence.

(5) Charge. On the 17th May 1886 Supervisor Murugesa Mudeliar, sold at auction, all the Karuvellum and Veladam trees on the inner slope and on the top of the Talapolicem Channel bank for the first eight miles, subject to the condition that the trees were to be cut and removed within 90 days, or by the 15th August 1886. The cutting was allowed to proceed beyond the prescribed period, or up to the 3rd October 1886 and beyond the limits laid down in the conditions of sale. The sale of Karuvelam trees only was sanctioned by the Executive Engineer, but the Supervisor, without authority, entered Velvelam trees also in the conditions of sale.

The Executive Engineer reported in letter No. 1774 dated 11th November 1886 to the Superintending Engineer that the Supervisor's conduct was suspicious.

He, the Supervisor, represented the quantity of timber to be cut as about 100 bandy-loads. It was in reality about 800 bandy-loads.

He entered in the conditions of sale that Velvelam as well as Karuvelam trees were to be cut, whereas the Executive

This case was tried by the joint Magistrate at Coimbatore who convicted Khader Batcha Sahib of cutting trees beyond the limits prescribed in the conditions of sale, and sentenced him to imprisonment and fine.

The Supervisor alleges that the Magistrate's remarks against him were extra-judicial, and that he was not then on his trial, but was only in the capacity of a witness.

The Supervisor contends that all this had been got rid of by the Sessions

This is true, but the Supervisor was examined as a witness at considerable length, and the Magistrate put it on record that his evidence was particularly bad and unsatisfactory, that he fenced and shuffled over every question, and was evidently taking great care to avoid committing himself. To the Magistrate it seemed that his conduct, as it appeared before him, was deserving of the severest punishment.

That remark proceeds entirely on a construction, which seems quite erroneous, and which the Supervisor admits to be erroneous, of some words in the Tamil

(6) Charge. 17 Impersonation and forgery, in that in 1882 and 1883, Murugesa Mudeliar carried ~~and~~ whose name he caused to be attached to receipts for money.

This case was brought to notice by several petitions presented by Nagarathnam Pillai, late Pudugai Maniyar.	The Supervisor attempts to discredit the witness (para 78 of petition)
Nagarathnam represented that work on the Pugalur Channel and other works had been carried out by the Supervisor, who falsely led the Executive Engineer to believe that the works were done by a Contractor, Venkatachella Mudeliar, there being no such person.	Para 81 of petition. The Supervisor attempts to show that the Sub-divisional Officer personally saw the Contractor on the works and was satisfied of his existence
The petitioner states that he had	The Supervisor says witness was dismissed

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out certain works in the name of Venkatachela Mudeliar a supposed Contractor

18

But this does not dispose of the charge.

There is no evidence to support this Statement. There can be no doubt that somebody was put forward to represent the contractor but the fact remains that there was no bonâ fide contractor at all, and that no such man can be produced.

We have only the Supervisor's statement for this, and, uncorroborated, it cannot

The Supervisor states when first questioned "that Venkatachella Mudeliar the Contractor was a plantain merchant and lived at Sugalir."

The Supervisor's explanation on this simply was "I have nothing to say. I do not know why he states that he did no work for the P. W. D." The Supervisor further alleges that the man had quarrelled with him on some cause or other, and joined the conspiracy against him.

The Supervisor subsequently offered to produce another man as the real contractor.

This plantain merchant was identified and produced, when he absolutely denied that he did any work for the Public Works Department.

The Supervisor alleges the same thing in the case of many other witnesses against him, though he has failed to show in any case that he has any reasonable basis for the allegation.

But has never done so or given any satisfactory evidence of the existence of such a man.

10TH AUGUST 1888 No

liar, Late Supervisor Public Works Department.

Rejoinders

22

But he made no complaint to this effect in his formal defence, and it is evident from the Superintending Engineer's report that in this case, as well as in the other in which the like complaint is made, that the Supervisor was allowed access to all necessary records and given every opportunity of rebutting the charge brought against him.

2.11.88

12

By the arrangement made the Supervisor would get the Contractor's profit himself.

The Supervisor now complains that he was not supplied with the papers connected with this charge.

A II

10TH AUGUST 1888, No. 2431 W., PUBLIC WORKS.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Establishment.

READ—memorial from A. MURUGESA MUDALIAR, late Supervisor, Public Works Department, dated 2nd June 1888.

ORDER—dated 10th August 1888, No. 2431 W., Public Works.

Ordered that the memorial be transmitted to the Home Government.

(True Extract.)

(Signed) J. O. HASTED, Colonel, R.E.,
Secretary to Govt., P.W.D.

To A. Murugesa Mudaliar.

Exd. F. R. Bantleman.
Spare Copies.

ontending [illegible] and

GENERAL
ESTABLISHMENT.

Govt. of {1888} Madras.

PUBLIC WORKS.

Dated August, 10th.

Recd. *Encl.*

G.O., 10th Aug. 1888, No. 2431 W.

AUGUST.

A. Murugesa Mudaliar

Ordered that the memorial from —, late Supervisor, Public Works Department, to the Secretary of State for India appealing against his dismissal from the service, be forwarded to the Home Government.

P.W.D.
6/16/88

To.

His Excellency The Right.
Honourable The Governor
in Council Ft. St. George
Madras.

May it please your Excellency,

The humble petition of A. Murugasa Moodelliar, late Supervisor, P. W. Department, in the Salem Sub Division, of the Coimbatore Division of the 4th Circle.

Most Respectfully sheweth,

That the petitioner was removed from Government Service in May 1887 on certain charges brought against him as a public servant.

2. That in his appeal to your Excellency dated 21st October 1887, your petitioner fully refuted the charges as far as he could gather them from the letters of the Executive and Superintending Engineers and

and from the Order of the Chief Engineer dismissing your petitioner. Your petitioner begs to state here that the charges against him were never definitely stated and he was denied access to the necessary records.

3. That, as in the Order of Your Excellency's Govt. declining to restore petitioner to his former appointment, some new charges have been laid against him, Your petitioner has felt it as a duty which he owes to the Government whose faithful and honest servant he was for many years, as well as to himself to draw up his humble appeal afresh and to meet all the charges.

4. Your petitioner now prays that as in the accompanying petition, he has conclusively met all the charges, Your Excellency in Council will be graciously pleased to reconsider his case and revise the decision, on the grounds urged in the petition.

5. Should Your Excellency, however, deem, your unfortunate petitioner's case is unworthy of reconsideration, he humbly begs that his Memorial may

may be forwarded to the Secretary of State for India in Council.

For which act of kindness your petitioner, as in duty bound Ever pray

2d. June 88.

A. Murugasa Moodellior

Address.

A. Murugasa Moodellior
Late Supervisor P.W.D.
No. 77. Veeraragava Moodelly street
Triplicane
Madras

PETITION from A. Murugesa Mudaliar

Dated 2nd June 1888.

TRANSFERRED to the Secretary to Government Public Works Department for disposal.

(By Order.)

J. D. Rees

Private Secretary.

GOVERNMENT HOUSE,
7th June 1888.

P.W.C. No 6957

(188) DEPARTMENT.

From

The Private Secretary
to the Right Hon. the Governor,

To

The Secretary to Government,
Public Works Department.

Genl 17

SECRETARY TO GOVERNMENT
-8 JAN. 88
P.W. DEPARTMENT, MADRAS.

Dated 7th
Recd. 16th July/88 June 1888.

3493 W

Enclosure. 5 17

Petition is said to contain new matter.

Jn
8/11/88

Subject.

Transfers a petition from A. Murugesa Mudaliar, late Supervisor praying that the enclosed petition to the Secretary of State for India may be transmitted

Wrote to Madras for papers. 8-11-88

6.

O.S. 403

KM 12.7.88

Commander-in-Chief's Office, Madras Army,
Head Quarters, Ootacamund
3rd August 1888.

No. 2496.

From

The Military Secretary
to H. E. the Commander-in-Chief,

To

The Joint Secretary to Govt.
Public Works Department
Ootacamund

MEMORANDUM.

Your No 463 D dated 2nd Instant.

The printed despatch to the Secretary of State has been duly signed by His Excellency the Commander-in-Chief and returned herewith.

F. E. S. Hemming
Lt Colonel
Military Secretary

O.S. 127
8/11
88

P.W.C. No 6054

Genl
Estab 1

No 2431 W

PUBLIC WORKS DEPARTMENT.

1P

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the 10 August

READ the following

Memorial from A. Murugasa Moodelliar late Supervisor P. W. D. d/. 2nd June 1888.

Ordered that the Memorial be transmitted to the Home Government.

PRH
13 Jul

To

The Right Honble the Secretary of State for India.

To

A. Murugasa Mood r.

D 18/1

My Lord.

We have the honor to foward herewith

a Memorial, d/. 2nd June 1888, from A. Murugesa Moodr., late Supervisor of the P. W. Department, appealing against our Order of the 20th Decr 1887, No. 3493 W. Confirming the action of the Chief Engineer ordering the dismissal of the Supervisor for certain mal practices committed during the years 1884 to 1886 –

2 The case has been the subject of very careful investigation, first by the Supdg Engineer, then by the Chief Engineer, and lastly by this Government. It has also in part formed the subject of Judicial ~~enquiry~~ investigation; and all the officers who have inquired into the matter, including the Magistrate, have come to the conclusion that the supervisor has been guilty of irregularities rendering him unworthy of trust – We have come to the same opinion after a careful review of the evidence, as will be seen from our Proceedings No. 3493 W d/. 20th Decr 1887, and have therefore no recommendation to make on behalf of the Memorialist –

× Marked A

3 As an appendix× to this Despatch we forward for your Lordships' information a tabular statement containing such of the Supervisor's explanations as have any bearing on the charges, with remarks thereon drawn from the evidence –

The previous correspondence in the

case is very voluminous, and has been much complicated by Extraneous matter introduced by the Memorialist himself, It will probably not be necessary that it should be transmitted in connection with the present memorial –

Desbd with G° no 3493 W statement

A – memorial

17 Encls

17/8/88

Jcu

11/7/88

Note

It may be a question whether this statement should go to the Sec. of State if there is nothing in the present petition to lead Gt to alter their decision.

Jcu

Sebit go

SRW

Note

The Appendix should be prepared for Signature by the Secretary – The "proof" had better be sent to me for Examination –

R.S.

13-VII-88

R.S.

O.S.S. 40-VI-88

H.M. 13-7-88

-7-88

147 D/d 23-5-87.

Govt. of (1888) Madras.

PUBLIC WORKS.

Dated

Recd. Encl.

G.O., 10th August 1888, No. 2431/16

A. Murugesa Moodalier 16/2431

Ordered that the Memorial from —, late Supervisor Public Works Department, to the Secy of State for India, appealing against his dismissal from the service, be forwarded to the Home Government

Forwarding Memorial from A. Murugesa Moodalier late Supervisor Public Works Dept appealing against his dismissal from the Government Service

127/38 /111 KM 30/7/86

1540.

Public Works.

No. 8.

India Office.

London, 11th October 1888.

My Lord,

I have received Your Excellency's Public Works Letter, No. 16, dated 10th August 1888, forwarding a memorial from A. Murugesa Mudaliar, appealing against his dismissal from the post of Supervisor in the Public Works Department, for certain malpractices committed during the years 1884 to 1886.

2. I see no grounds for my interference in the memorialist's favor, and confirm the decision which has been passed in the case.

I have the honor to be,
my Lord,
Your Lordship's most obedient,
humble Servant,

Cross.

His Excellency
The Right Honorable,
The Governor in Council,
Fort St. George.

147 D d 23-5-87 -

SECRETARY TO GOVERNMENT, P.W. DEPARTMENT, MADRAS.
20 JUN 89

My dear Colonel,

I return with many thanks the papers relating to Murugesa Mudaliar. The Bellary Mun.l Council's proposal to employ him as an overseer has been negatived

Yours sincerely

20/6/89

127/30

1472 D d 22-5-87.

No 2431 W. 10-8-88.

No 3553 W d/ 7-

No 4

P.W.C. No 11299

Public Works
11th October 1888

The Letter to Fort St. George
No 8

R 6.11.88

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A. Murugesa Mudr.
late Supervisor, Public Works Department, is informed with reference to his memorial of the 2d. June 1888 that the Secretary of State for India sees no grounds for interfering in the memorialist's favour, and has confirmed the decision which has been passed in his case.

A. Murugesa Mudali
late Supervisor, Public Works Depart. is informed with reference to his Memorial of the 2d June 1888 that the Secretary of State for India sees no grounds for interfering in Memorialist's favour and has confirmed the decision which has been passed in his case.

6.11.88

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To A. Murugesa Mudr.

To A. Murugesa Mudaliar

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with order