(1) பக்கங்களின் எண்ணிக்கை 12

(2) புதுக்கித் திருப்பிய நாள் அக்டோபர் 1989

(3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம்

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

பொதுப்பணித் துறை

அரசாணை எண்.
மு. கோப்புத் தாள் எண். 4442ல

அச்சகம்
பலவகை

நாள் : 28-5-1890 198 .

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

1
1442

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Buildings and Roads.
Civil Works.

Read—the following papers:—

G.O., dated 1st May 1890, No. 2669, Revenue.

Read—the following Proceedings of the Board of Revenue (Land Revenue), dated 25th March 1890, Mis. No. 1998, on letter from the Collector of South Canara, dated 27th February 1890, No. 684:—

Read—the following letter from S. H. WYNNE, Esq., Collector of South Canara, to the Secretary to the Commissioners of Land Revenue, dated Ferringapet, 27th February 1890, No. 684:—

With reference to the orders of Government noted in the margin,* I have the honor to submit, for sanction and early provision of funds, plans and estimate (with their accompaniments †) for constructing a combined Taluk and Sub-Magistrate's Cutcherry at Mangalore at an estimated cost of Rs. 38,180.

2. There is great urgency for the commencement and early completion of this building for want of which an expenditure amounting to nearly Rs. 1,000 a year in rent is being incurred under Board's Proceedings, dated 27th March 1888, Mis. No. 2024. I understand from the Superintending Engineer, IV Circle, that funds can be made at once available for this work, if sanctioned, by transfer from other works in the West Coast Division which cannot advantageously be laid out in the current year, and there are three fine months of the dry season before us to admit of all necessary arrangements and preparations being made for the regular commencement of this work at the beginning of the next fair season. I beg, therefore, to recommend that Government may be moved to sanction the estimate at an early date, permission being in the meantime given to the Public Works Department to collect materials so as to avoid the loss of the best working season.

* G.O., 19th January 1888, No. 394, Revenue (Board's Proceedings, 13th February 1888, Mis. No. 945.)
G.O., 11th October 1888, No. 5920, Revenue (Board's Proceedings, 22nd idem, Mis. No. 6262.)
G.O., 4th March 1889, No. 1330, Revenue (Board's Proceedings, 15th idem, Mis. No. 1580).

† 1 Site-plan.
1 Detail measurements.
1 Duplicate abstract estimate.
1 Report and specification.

Resolution—dated 25th March 1890, Mis. No. 1998.

The plans and estimates for Rs. 38,180 for constructing a combined office for the Tahsildar and Town Sub-Magistrate of Mangalore are submitted for the early orders of Government. The plan is prepared with reference to G.O., dated 4th March 1889, No. 1330.

2. The estimate includes provision for a public latrine, amounting to Rs. 1,261, which should have been omitted with reference to G.O., dated 20th September 1882, No. 2440 W. Excluding this amount, the rest of the estimate comes to Rs. 36,919. The approximate cost of these buildings calculated at Madras rates and entered on the standard plans is Rs. 21,000 for a Tahsildar's office, Rs. 9,300 for a Deputy Tahsildar's office, total Rs. 30,300. The difference between this amount and the Collector's estimate above referred to is Rs. 6,619.

3. The Collector is requested to state the use to which it is proposed to put the upper storey of the treasury block, and how it is intended to obtain access to it. It is observed that the rooms of the upper storey are to be fitted with doors and windows as if intended for some use, but that there is no staircase shown on the plan. On the other hand, if the upper storey is intended as a mere protection from the weather to the terraced roof of the treasury block, the object of raising the roof to a considerable height and of providing doors and windows is not apparent.

4. Under the circumstances explained in para. 2 of the Collector's letter, it is requested that, pending the Collector's reply to the questions asked in the last paragraph, sanction may be granted for the collection of materials and for the other preparations necessary to admit of the rapid prosecution of the work after the monsoon.

Order—dated 1st May 1890, No. 2669, Revenue.

The report called for in para. 3 of the Board's Proceedings is awaited.

2. The necessary orders on para. 4 will issue in the Public Works Department.

3. With reference to para. 2, the Board's attention will be invited to G.O., dated 18th April 1890, No. 2401.

(True Extract.)

(Signed) C. A. GALTON,
Secretary to Government.

ORDER—dated 23rd May 1890, No. 1442 W., Public Works.

Communicated to the Superintending Engineer, IV Circle, who is authorised to commence the collection of materials for the construction of a combined office for the Tahsildar and Sub-Magistrate at Mangalore.

2. A sum of Rs. 5,000 was allotted for the work in G.O., No. 793 W., dated 11th March 1890, and a further grant of Rs. 5,000 has since been provided in the final issue of the Provincial Civil Works Budget for 1890-91.

3. No action will be taken on the plans and estimates received with the foregoing papers till orders have been passed on the report called for in para. 3 of the Board's Proceedings.

(True Extract.)

Captain, R.E.,
Under-Secy. to Govt., P.W.D.

To the Superintending Engineer, IV Circle.
„ Examiner, Public Works Accounts.
„ Revenue Department.

Exd. A. Aubert.
Spare Copies

BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of {1890} Madras.

PUBLIC WORKS.

Dated May, 23rd.

Recd. Encl.

G.O., 23rd May 1890, No. 1442 W.

MAY.

Combined office for the Tahsildar and Sub-Magistrate at Mangalore

The Superintending Engineer, IV Circle, authorised to commence the collection of materials for the construction of a —.

3/1442

REVENUE DEPARTMENT.

10

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read the following Proceedings of the Board of Rev
(L.R) of 25th march 1890 No 1998 on letter from the Collector of S. Ca
of 27 February 1890, No 684.

x Copy attached.

Resolution.

The plans and estimates for Rs 38,180 for constructing a
Combined office for the Tahsildar and Town Sub-magistrate of Ma
are submitted for the early orders of Govt: The plan is prepared with
reference to G.O. of 4 march 1889, No 1330.

2. The estimate includes provision for a public latrine
amounting to Rs 1261 which should have been omitted with refere
to G.O. dated 20 September 1882, No 2440 W. Excluding this amount, t
rest of the estimate comes to Rs 36,919. The approximate cost of thes
buildings calculated at Madras rates and entered on the standar
plans is Rs 21,000 for a Tahsildar's office Rs 9300 for a Deputy Tahsild
office – total Rs 30,300. The difference between this amount and the
Collector's estimate above referred to is Rs 6619.

3. The Collector is requested to state the use to which it is
-posed to put the upper story of the treasury block, and how it is inte
to obtain access to it. It is observed that the rooms of the upper sto
are to be fitted with doors and windows as if intended for some use
but that there is no staircase shown on the plan. On the other ha

T.W.C. No 4328

if the upper story is intended as a mere protection from the weather to the terraced roof of the treasury block, the object of raising the roof to a considerable height and of providing doors and windows is not apparent.

4. Under the circumstances ~~[illegible]~~ explained in para 2 of the Collector's letter it is requested that pending the Collector's reply to the questions asked in the last paragraph, sanction may be granted for the Collection of materials & for the other preparations necessary to admit of the rapid prosecution of the work after the monsoon.

an 8
& 3 plans

Recd 7.v.90
G 9.5.90

Order thereon, 1st May 1890 No 2669

The report called for in para 3 of the Board's Proceedings is awaited.

2. The necessary orders on para 4 will issue in the Public Works Department.

3. With reference to para 2, the Board's attention will be invited to G.O. dated 18th April 1890. No 2401.

* not recd in the P.W.D.

(True Extract)

Secretary to Govt.

Secretary to Government ... Department, Madras
6 May 90

To

The Commr: of L.R.
" P.W.D. ✓
with enclos.

P.L.S.O.V.

Memo No. 4878C d/ 5.12.88
Go. Pro. 3248W d/ 12.10.88
Memo No. 3820C d/ 10.10.88
Go. Pro. 379W d/ 2.2.88
2440W d/ 20.9.82

188

P. W. DEPARTMENT

Current No. 4358

From

The Revenue Dept.

* ENCLOS.—8 (+3 plans)

No. 2669
Dated 1-5-90
Received 9-5-90

SUBJECT.

Passing orders on Boards Proceedings regarding the construction of a combined Taluq and Sub-Magistrate's Cutchery at Mangalore—

DISPOSAL.

No. Dated

* Sent to the Rev. Bd. 22/7/98—

0/17/5 Rtd 23/5/90

B

No. 1442 W, 23rd May 1890

1482 P.W.R. Civil Works

3 P

PUBLIC WORKS DEPARTMENT.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

READ the following

Proceedings of the Revenue Deptt., No. 2669, dated 1st May 1890.

Communicated to the Supdg. Engineer IV Circle who is authorized to commence the collection of materials for the construction of a combined office for the Tahsildar & Sub-magistrate at Mangalore.

2. A sum of Rs 5,000 was allotted for the work in G.O. No. 793 W, dated 11th March 1890, and a further grant of Rs 5,000 has since been provided in the final issue of the Provincial Civil Works Budget for 1890-91.

3. No action will be taken on the plans & estimates received with the foregoing papers till orders have been passed on the report called for in para 3 of the Board's proceedings.

16.5.98

19.5.98

21 May

To
The S. E. IV Circle,
" Ex. S. W. Acct.
" Revenue Deptt.

O. L. S. 100. V
19. V
11. V

4358.

Govt. of } 18 } Madras.

PUBLIC WORKS.

Dated 29/5/90

Recd. Encl.

G.O. 23rd May 1890 No. 1442 W.

Combined office for the Tahsildar & Sub-magistrate at Mangalore.

The S.E. IV Circle authorised to commence the collection of materials for the Constn of a ~~Combined~~

90/4

IOC 23/5

140

(1) பக்கங்களின் எண்ணிக்கை 142

(2) புதுக்கித் திருப்பிய நாள் 9.10.92

(3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம்

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

பொதுப்பணி துறை

அரசாணை எண். மு. கோப்புத் தாள் எண்.	1443	அச்சகம் பலவகை
நாள் :	23 - 5 - 1890 198 .	

கண்டபடி கையாளவோ கூடாது

1—18,006—15-6-87.

P.W. Department

1443/1

1443

From the Superintending Engineer

V Circle No. 72 C d/ 13th July 1889

In my report No. 1896 dated 19th Ultimo I proposed to make a special report after a few days concerning C. Ashworth the nature of whose dealings with the Executive Engineer previous to the 2nd to 6th October 1888 were first brought to light by Mr. A. Rainier in his Inspection notes of that date paras 34, 35, 36, 37, 38 & 45. I include para 45 because as I read Mr. Rainier's notes it was intended by him to appertain as much to Ashworth as to C. Vinneappa Ministry. On the 6th October 1888 Mr. Rainier reports that the Divisional accounts of the work Public Buildings for a Native Infantry Regiment Arab Lines had been closed, and had at that time been incorrectly closed as whilst they should

3102 G / 22

have debited Ashworth with – Rs 499-9-0 they did not do so, n short so far the Executive – Engineer and Accountant had unduly favoured Ashworth with the sum of Rs 499-9-0.

These notes with G.O. No. 235 W dated 29th January 1889 were duly sent to the Executive Engineer on the 4th February 1889, for explanation and report, and when I came* to enquire personally into the whole of the details mentioned in them having, as I noted in my previous letter to you No. 1896, received no written explanation I was informed that the Rs 499-9-0 had not been recovered from C. Ashworth nor credited to Government, had not been so on the 10th June 1889.

* on 10.6.89

3. There was one point con-nected with the previous history of this work which Mr Rainier itted to bring to and I

should like him to say why, as I have not asked him yet to do so. Viz: that there was no 1443/contract, and no security for, although Ashworth's tender had been duly accepted at the commencement of the work, no contract bond has ever been signed and no security lodged, as should have been the case previous to the first order being given to Ashworth to commence work. This I ascertained when only in correspondence with the Executive Engineer in February or March upon the Chief point which I now propose to bring to the notice of His Excellency the Governor – in Council. But Mr Rainier had – possibly been informed in the Division Office on the 2nd–6th October, that there was a contract, and therefore a Contract Bond for without a "Bond" is one in the Department in the position of an Executive –

Engineer or an Accountant can properly say "there is a contract" I do not know at any rate for = Executive Engineer says "there is no contract".

4. The work was commenced in August 1886 and as Mr Rainier states finished in March 1888, it was not actually then handed over to the Military authorities because the buildings originally designed and built for an ordinary Regiment of Native Infantry were then wanted for a Regiment of Pioneers of the Native Infantry, and the main building was unsuitable for the latter until considerable additions were made to it these additions were duly estimated for and sanctioned in G. O. No. 3237 W dated 12th October 1888, but the work was not put in hand until November 1888. However as the accountants explanation

As Awatha's tender was accepted in June 1886 – Expenditure also for 1st time in progress report August 1886.
(Sd) W. H. B
S. E.

explanation [illegible]
Completion report (accompanying
1463
1463/ letter No. 983 of 18th January from Executive Engineer) prepared after contractor's and Mr Ward's joint measurement of 6th November 1888 make no claim on account of the additions sanctioned by Government in October 1888. No more mention of this is necessary than to say that this 2nd portion of the work was soon after commencement stopped owing to the Military authorities requesting that the additions should be on the east side of the 1st building and not on the west side as sanctioned. They have afterwards been re-commenced on the east side, and last month I stopped them again myself, because first of all the Brigadier General Commanding the Bangalore Division had informed me that he had received

& should recommend, the Native Infantry (or Pioneers) Lines and Buildings being allotted to the Native Cavalry, which will probably necessitate a 3rd alteration 2ndly ecause it was a convenient stage to close Mr C. Ashworth's employment at Bangalore as a P.W. Contractor his dealings with the Department had been altogether of too gross a character to justify its continuance and as before, he was protected by no contract from this summary action.

This stoppage has since been approved of by Govt (Sd) W.H.B.

5. I therefore on the 11th June directed the Executive Engineer to measure up his work and to pay him for it at the rate (5 percent less estimated rates) he tendered in 1887 to execute it for to credit him and take possession of such materials suitable for completion ' Fair market rate deducting

of course the Rs 499-9-0 he previously, aided by the Acco as I must believe, cheated us and which transaction Mr Pa has described.

6. In January I received by the Executive Engineer's letter No dated 18th January 1889 enclosi a Completion Report unsigned, but with 7 foolscap sized pages of explanations in the well kno hand writing of Mr D. M. Demp there were several ways of dealin with it as.

(1st) to return it for signature

(2) to return it declining to enter-tain any rates to those in th contract, which from my off records I then informed m exist.

(3) to say it was not wanted whether right or wrong, owin to the work being in excess of the 2nd sanction of Government G.O. 3237 W d/ 12th October 1888 & incomplete work

Practically I took 3rd course see my No 6113 dated 9th March 1887. Any how I looked upon the letter and its unsigned accompaniment whether wanted or not to close the accounts of the works as a bonâfide application to Government made by the Executive Engineer as advised and assisted by the Divisional Accountant for sanction to pay Ashworth Rs 3528-9-0 more than Government had sanctioned in G.O. No 2952 W d/ 29th ~~March~~ Novr 1884

7. Colonel Thompson wrote and wired to me a few days before the 11th May 1887 that he wished to consult me regarding a question on a contract. I first arranged to see him in Madras and then at Kaveripak whence I sent a carriage to meet him at the Sholinghur Station however he did not come and then Viz on the th & 13th May I had no idea of

the subject on which he wished to see me he had suggested bringing down Mr Mac Alister with him to Madras I think because I discourag Mr Mac Alister coming was the reason of Col. Thompson not coming to see me at Kaveripak or subsequently at Madras.

N.B. Col: Thr. [illegible] says "this was not so, but because you said in a D/O note that you thought that the subject could be dealt with as well if not better in writing. I therefore did not come to Kaveripak"
(Sd) W.H.B
S.E.

8. On the 10th June when in Executive Engineer's Office and going over Mr Rainer's notes in detail with him, and recording his explana as verbally given me, he said whe I came to notes 34-38 "Mac Alister "can tell you all about this it was o "this subject I wished to meet you "in Madras with him last month "my impression is that Dumphy substitu "for the Completion Report about thi "work, which I meant to send to g "another &c &c which I did not sig "(see Col. Thompson's evidence) "Mac Alister can tell you & so on

9. Thereupon I stopped my enquiry for the moment on Mr Raniers Notes 3 38 & went on with 39 to 40 and subsequently duly reported thereon.

10. After which on the dates named at head of each portion evidence I resumed my enquiring into these notes and enclose the evidence taken, all with closed doors and as far as I could do so, I have recorded verbatim what I was told but at any rate I will swear Dunphy's words are correctly recorded and I believe the rest are equally so I did not put any leading question except those I have recorded and I did my best to record what was told me.

11. The conclusion I have arrived at after thus carefully investigating the whole subject is.

(1). That in January and February 1888 Mr D. M. Dunphy then the

Accountant of the Presidency Division was attempting to persuade Executive Engineer that Superintending Engineer had authorised him the Executive Engineer to raise the Divisional rates

The only rates ~~rates~~ raised by S.E's authority have been Madras rates for brickwork – and there is very little of brickwork in these building.
(Sd) W. H. B
S.E.

(2). That at same ~~time~~ date previous to 31st March 1888 he had fraudulently caused the Executive Engineer to pay to C. Ashworth Rs 499-9-0 more than this man was entitled to in accordance with the arrangement made between Executive Engineer and Ashworth – sometimes miscalled the contra

(3). That on or before the 15th January 1889 he fraudulently withheld from the Executive Engineer when suggesting Col. Thompson's signat to letter No. 983 of that date the completion report prepared by the Sub Divisional Officer which he knew it was Col Thompson's intention to send with his letter No. 983 to Superintending Engineer.

4). That on or about the 18th January 1889 he without proper authority and for a fraudulent purpose enclosed a fictitious Completion report with letter No. 983 of that date.

2). It is for such reasons that I ve requested and still request that D. W. Dumphy be not employed in the slightest degree on any accounts connected with the Executive Engineers of the V Circle for neither they nor I can properly perform our respective duties f he is employed whether in the North west Division Office to which he is ominally posted or in the Examiner's ffice in which he is now employed.

PW Est
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1143

Office note from the Examiner, P.W. Accounts No. 1871 dated 1st August 1889.

Your no. 57 D. regarding charges brought by the Superintending Engineer, V Circle, against Mr. Dumphy, late Accountant, Presidency Division.

1. With a view to ascertaining whether Mr Dumphy could give any explanation which would enable me to put upon his action a more favourable construction than they at first sight might seem susceptible of, I put a number of questions to Mr Dumphy and the result is as follows.

2. Mr Dumphy admits that he prepared the unsigned Completion Report entirely upon his own responsibility and without any instructions whatever from the Executive Engineer.

3. He states that the higher rates enter on his own responsibility, in the Completion Report were based on a data statement furnished by Mr Ashworth with a petition addressed by him (Mr Ashworth) to the Executive Engineer, but he admits that the Executi

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Engineer never took any action, or passed any order on this petition, and whilst he alleges that the Supdg. Engineer did authorise a revision of rates as a result of action taken by the Executive Engineer on other similar petitions by Mr Ashworth and others, connected with other works, he admits that, as far as the particular contract in question was concerned, no specific alteration of rates had been approved either by the Executive Engineer or by the Supdg. Engineer, and that he had no authority whatever for the higher rates entered by him in the Completion Report.

4. Mr Dumphy alleges that the Completion Report (or statement) prepared by him was put up for perusal of the Executive Engineer both with the draft of letter no. 983 S.E. and with the fair copy of [illegible] letter when sent to the Executive [illegible] for signature; but he admits [illegible] he made no attempt whatever to draw the Executive Engineer's special attention to the document, or to indicate to the Executive Engineer its character, or to explain that it was not the original Completion Report submitted

by the Executive Sub Divisional Off
(Mr. Wood), but a statement prepared by himself (Mr. Dumphy) entirely on his own responsibility.

5. When asked by me to explain or justify his action in preparing the spurious Completion Report without any instructions, and in the absence of any authority for enhancement of rates, Mr. Dumphy could only say that whilst the work was in progress, Mr. Ashworth had frequently complained in his presence to Sergeants Green and Temple about the insufficiency of the rates allowed, and that as far as he could recollect they always said they would make it all right for him when the work was completed, that when Sergeants Green and Temple went away there was nobody but himself (Mr Dumphy) who knew about this, and so he did it to help Mr Ashworth.

6. Asked by me whether he had ever said anything to the Executive Engineer, or the Executive Engineer to him, regarding the giving of more favorable rates to Mr Ashworth for the work in question,

as

and being pressed several times to give a direct answer to the question he professed himself absolutely unable to remember one way or the other.

7. Asked by me to justify his omission to give the Executive Engineer any hint as to what he was doing when he induced him to submit to the Supg. Engineer a proposal to pay Mr Ashworth some Rs 3000 more than he was entitled to under his contract he could only say that he did what he was in the habit of doing, that he never used to tell him (the Executive Supg. Engineer) anything unless he was in doubt and that he had no doubt in this case because the matter seemed so simple and he was only sending a statement for the Executive Engineer's approval.

8. Referring to the statements made by the head clerk and the despatcher of the Executive Engineer's office to Colonel Burton, I questioned Mr Dumphy as to his recollection of the circumstances attending the despatch No 953 L.E. and its enclosures, Mr Dumphy stated t he had no recollection of having

franked the cover himself in order to secure its despatch, but he stated that the despatcher drew his attention to the fact that the Completion Report and the data statement accompanying it were not signed. Mr Dumphy states that he then told the despatcher that the Completion Report did not require signature but that he would get the Executive Engineer's signature to the data statement which could be despatched on the following day (see marginal remark "will follow" against item 1(b) of the explanation of differences appended to the unsigned Completion Report).

9. Mr Dumphy also admits that it was usual for the Executive Engineer to sign all statements accompanying letters, and the only explanation he could give for considering that this particular statement did not require signature was, that it was not intended as a Completion Report; nor could he give any other explanation of his opinion that the data statement did require signature although the Completion Report of which it was an accompaniment did not. He moreover admitted th

he had not informed the Executive Engineer that it was not intended as a Completion Report although described as such in the covering letter No: 983 S.E.

10. Having carefully considered Mr Dumphy's statements and admissions as noted above, my opinion is as follows:—

11. Even if I assume that Mr Dumphy's version of the facts is correct in every particular, and making every allowance for the freedom that Mr Dumphy seems to have been allowed by the Executive Engineer as regards the conduct of the business of the divisional office, I find it absolutely impossible to believe that Mr Dumphy could really have thought that he was honestly doing his duty when he got the Executive Engineer to approve of letter No. 983 S.E. without informing the Executive Engineer fully as to the circumstances of the case. I cannot bring myself to believe that Mr Dumphy can for a single moment have had any doubt whatever that if he wanted to help Mr Ashworth — and as perfectly entitled to help him
by

by legitimate means — his proper course was to bring Mr Ashworth's petition (see para 3 above) to the notice of the Executive Engineer, and to ask him to dispose of it. I cannot bring myself to believe Mr Dumphy's statement that he is unable to remember whether or not anything passed between himself and the Executive Engineer with regard to the question of raising Mr Ashworth's rates for this work. I believe that, either from something which did pass between them on the subject, or in some other way, Mr Dumphy had come to know or to think, that it would be useless to approach the Executive Engineer openly on the subject, and that he therefore deliberately abstained from expressly informing the Executive Engineer of the circumstances connected with letter No. 983 S.E. and its enclosures, hoping that the letter would get itself signed unnoticed, and that if the Supg: Engineer once approved of the proposals indirectly (i.e through the spurious Completion Report) made in that letter, he would be able to secure payment of Mr Ashworth at the higher rates. Taking even this comparatively favourable view of the case — a view based upon Mr Dumphy's own version of the facts — I consider that Mr Dumphy is certainly not a proper person to remain in the service of Government as an accountant, and I think it very doubtful whether he should be retained in Government service at all.

12. I do not believe however that Mr Dumphy's version of the facts is in all respects true. Unless the Executive Engineer should himself say that he did see it, I cannot believe that the spurious Completion Report was ever submitted to him, either with the draft or with the fair copy of letter No: 983 S.E. On the contrary I believe that Mr Dumphy took care (that it should not come) under his notice at all. On any other supposition, and accepting Mr Dumphy's, instead of the head clerk's and despatcher's version of the circumstances immediately attendant on the despatch of letter No 983 S.E. I find it impossible to explain either

(a) Mr Dumphy's omission to obtain the Executive Engineer's signature to the spurious Completion Report, whilst taking pains to get his signature to the accompanying Data statement, or

despatcher to send off the letter and Completion Report at once, and to send the data statement next day, after signature,

nor does Mr Dumphy volunteer any reasonable or even intelligible explanation on either of these points.

13. Mr Dumphy's explanation that he thought the statement did not require signature because it was not intended as a Completion Report, is sheer nonsense, whatever may have been the correct description (or definition of it, it was an important statement accompanying the letter and without which the letter had little or no meaning, and in face of the admission that it was usual for the Executive Engineer to sign all accompaniments or enclosures to letters it is difficult to believe both that the Executive Engineer would have omitted to sign it if, having been put before him with the letter, he approved of it and that, the Executive Engineer having omitted to sign it Mr Dumphy would not have brought the omission to his notice if he (Mr Dumphy) had not deliberately designed to prevent the Completion Report from coming a

his notice.

14. But difficult as it is to believe Mr Dumphy's statement considered with reference to the Spurious Completion Report by itself, it is still more difficult to believe it when taken in connection with the fact that he did consider it necessary to obtain the Executive Engineer's signature to the data statement, which was merely an accompaniment to the accompaniment, and it is even more difficult, indeed for my own part I find it impossible to believe that he would have instructed and permitted the despatcher to send off the letter and Completion Report at once, leaving the data statement to follow next day, unless he had some special reason for getting the Completion Report out of reach of the Executive Engineer. If the data statement required signature the obviously natural course was to keep all three until next day. Nothing could possibly be gained by sending the letter and Completion Report in advance, except the advantage of getting the letter out of the way.

15. I believe therefore that Mr Dumphy never put the spurious Completion Report before the Executive Engineer at all, I believe that on the contrary, he deliberately kept it away from him, and that thinking it necessary that there should be some sort of authentication, direct or indirect, of the substance of the explanations for increased rates, he despatched the letter and Completion Report in advance, believing that if the Executive Engineer on being asked to sign the data statement, should happen to ask for the Completion Report the mere fact of the Completion Report having been already despatched would satisfy the Executive Engineer and prevent further enquiry.

16. Accepting Mr Dumphy's version of the circumstances immediately attendant on the despatch of letter No. 9833E there is, I think, only one difficulty — and this a slight one — in the way of the adoption of the above view of the matter. Mr Dumphy says that the despatcher brought to his notice that neither the Completion Report nor the data statement had been signed by the Executive Engineer. This would

that both of them had been put up originally with the fair copy of the letter for immediate despatch, which would to a certain extent be inconsistent with the theory of a deliberate intention to keep back the data statement, except perhaps on the supposition that this intention was an afterthought, the expediency of getting some sort of authentication for the explanations in the Completion Report not having before occurred to Mr Dumphy.

17. In this connection however I would invite attention to a discrepancy between Mr Dumphy's version and the evidence given before Colonel Burton by the head clerk and the despatcher. Neither of the latter make any mention whatever of the data statement as an unsigned enclosure to letter No. 983 S.E. when received by them for despatch. They only mention one unsigned enclosure namely, the spurious Completion Report. This may be due merely to the accidental omission by them of what they considered immaterial details or it may be that the examination was not directed to this point, but on the other hand it may be that the discrepancy is due to the fact that their version is complete and is the true one, and that the data statement was not put up with the letter and Completion Report for despatch. If on further enquiry this should appear to be the case the presumption in favour of the theory adopted in para 15 above would be materially strengthened, and it would in my opinion be very difficult indeed to resist the conclusion that Mr Dumphy deliberately plotted to get the Completion Report despatched before getting the Executive Engineer's signature to the data statement, which he would in all probability be able to do without the smallest difficulty and without any enquiries, by simply putting the statement amongst the papers for signature.

18. I consider that if this view of the case should be confirmed on further enquiry, Mr Dumphy is not a proper person to be retained in the service of Government in any capacity whatever

19. In the above remarks I have

confined myself to the subject of the last two of the four charges formulated in Colonel Burton's letter No. [illegible]c of 13-7-89, which two charges practically relate to one and the same transaction. I have not attempted to deal with the first two charges because the evidence in support of them is apparently not in the file.

20. Should Government direct further enquiry, it may possibly be desirable to go fully into these two charges, but I am disposed to think that the case as to the last two, taken together, is so clear, that it will hardly be necessary to deal with the other two, and especially with the second charge, which being in substance a criminal charge, could not, I take it, be disposed of departmentally.

21. Should Government direct further enquiry into the last two charges it will I think be desirable, as far as Government is concerned, to examine the Executive Engineer, to further examine the head clerk and the despatcher, and to produce the data statement which accompanied or followed the Spurious Completion Report. It is for Mr Dumphry

to

to say what witness he will require to call and what documents he will want.

1443/16

22. Before closing these remarks I think it right to draw attention to what seems to me to be a very misleading inaccuracy in para 5 of the Executive Engineer's letter No. 1123 S.E. dated 21-2-89.

With reference to Executive Engineer's letter No. 983 S.E. the Supg. Engineer had asked "has contractor lodged security in terms of contract"? and para 5 of Executive Engineer's letter No. 1123 S.E. of 21-2-89, which is a reply to this enquiry, runs thus:— "A deduction of 10% was made on bills, but as the work was nearing completion a small sum was received or withheld as security."

According to the accounts the facts appear to be that the first payment was made in August 1886 and that on the first six bills a deduction of 10% was made, the last of these six bills being paid in March 1887 when the value of work done was Rs 12,006 and the security retained Rs 1200, but on payment of the seventh bill, also in March 188 when the value of work done was Rs 14,000 the security was reduced to Rs 2 at which amount, or a few annas less, it remained ever after, and even this nominal security was less than the amount due from the contractor for materials supplied to him and not charged to his account. It would seem therefore that the retention of security ceased, not when the work was approaching completion, but when the work was little more than half finished. Mr Dumpley had given over charge to his successor at the date of letter No. 1123 S.E., namely 21-2-89, but he was still in Bangalore, and as the Supg. Engineer's letter of enquiry was dated 24-1-89. it is not impossible that either the letter was drafted by him or that he prepared the notes or materials on the basis of which it was afterwards drafted by his successor. It may be desirable to enquire further as to the authorship of this letter.

23. I think it also desirable to draw attention to what I take to be a serious misapprehension on the part of the Supg. Engineer. At the end of para 5 of his letter to you No: 70 C of 13-7-89, he says that Mr Ashworth was protected by no

contract

contract," because no written contract agreement was executed. This I take to be altogether a mistake. I understand that the written contract agreement is simply evidence of the contract, and that the contract exists quite independently of the existence or non-existence of such evidence. The absence of such evidence may make it more difficult than it otherwise would be for either party to prove his case in the event o a dispute; but that is all. I draw attent to the matter now because I have ever reason to believe that laxity in this matter, failure to get a written agreem executed before work is commenced, is by no means uncommon, and that the interests of Government are likely to be seriously affected by such omission because a large proportion, probably a very large majority of the contractor with whom we have to deal are me who would not hesitate for a moment to take the utmost advantage of any or of technicality, whereas Government, I take it, would not knowingly allow its officers to repudiate genuine obligat on the ground that there was no docu mentary evidence of the same.

1443/15

24. There are I think several lessons to be learned from this case, and several points in connection with which it would be desirable to consider possible improvements our methods and procedure, and I should be glad to get the papers in this case again at some later period for the purpose of such consideration.

25. In conclusion I have to state that holding the opinions expressed in this note as to Mr Dumphy's complicity in the transactions in question, and having regard to the gravity of the charges made, I have felt that I had no alternative but to place Mr Dumphy under suspension in accordance with para 601 of the Public Works Department Code, and that I have suspended him accordingly pending further orders of Government, with effect from the afternoon of 29-7-89; also that, having suspended him I have furnished him with a copy of the four charges made by the Supdg. Engineer in para 11 of his letter to you No. 70C of 13-7-89, and I now solicit early orders of Government as to the prosecution of the enquiry. It will be necessary with reference to Code para 674 et seq to furnish Mr Dumphy eventually

the enquiries already made, enquiries that Government may now direct, and I therefore also solicit orders of Government as to whether Mr Dumphy should be furnished at once with a copy of any, and if so, which, papers already on record, or whether this should be deferred pending continuation and completion of the preliminary enquiry.

26. Should Government be of opinion that even on the most favourable view of the case, that which is admitted by Mr Dumphy himself, it will be necessary to dismiss him, it will probably be unnecessary to proceed any further with the enquiry. In that case, it will probably be sufficient to obtain from Mr Dumphy a formal admission of the circumstances, or to give him an opportunity of repudiating them, and explaining them away.

27. Mr Dumphy is an accountant, 4th grade appointed by Government under para 142 of the Madras P.W.D. Code, and, in accordance with para 673 of the same code, the final disposal of his case will rest with the Government.

3/ P. W. Department.

1443/17

No: 617 D dated 5th August 1889.

Memorandum.

Office note from the Examiner, P. W. Accounts, No: 1071 dated 1st August 1889.

Referred to the Supg. Engineer, V. Circle for such further enquiry as is indicated in the portions of paras 21 and 22 of the Examiner's note marked in red pencil.

(sd) R. R. E. Drake-Brockman
Lt. Col: R
Ag: Jt. Secy: to Govt:
P. W. Departme

3102 G

4

1443/18

Copy of letter from Colonel W. H. Burton R.E. Supdg Engineer V Circle No 3648 d/ 3.9.89 to the Chief Engineer, P.W.D:—

In reference to your Memo: No 617 D dated 5th August 1889, I have the honor to forward herewith my notes of the further examination of the late Executive Engineer - Head Clerk, Despatching Clerk, present Accountant and Harithasoo Pillay a Presidency Division clerk and have attached the same to the former notes as pages 32-40 with which correspondence &c received are all returned.

3102 G

Copy of Memo: to the Supdg Engineer V Circle No 8318 d/ 7.IX.89:—

1443/89

The Supdg Engineer V Circle is requested to submit the "data statement" referred to by the Examiner in para 21 of his office note No 1071 d/ 11th August 1889 quoted below:—

"Should Government direct 'further inquiry into the last two 'charges, it will I think be 'desirable, as far as Government 'are concerned, to examine the 'Executive Engineer to further 'examine the head clerk and 'the despatcher, and so produce 'the data statement which

3102

ccompanied or followed the
purious Completion Report. It is
r Mr. Dunphy to say what
itnesses *he* will require to
all and what documents
e will want"

Copy of letter from Col. W. Barton, R.E. Supdg Engineer V Circle No. 3860 d/ 10.9.89:—

In reference to your memorandum No. 831 D dated 7th September '89, I have the honor to report

1st that no data statement marginally noted on the unsigned Completion Report accompanied the Executive Engineer's letter No. 983 d/ 18th Jan: '89 as "to follow" ever reached me.

2nd that when Mr. Mac Alister got hold of the Bangalore Sub Divisional office papers on 5th & 6th May '89 and the office copies two of papers connected with this case he assures me he came upon no such data statement.

In short the data statement neither accompanied nor

newed the letter No. 983 &c, nor
as found on 5th & 6th May 1889
have been left behind it

M.b/

Copy of a letter from Colonel W. H. Burton R.E., Supdg. Engineer II Circle No. 5282 d/ 8.11.89:—

In reference to my report No. 3860 d/ 10th September 89, in which I stated that no data statement had been received by me from Ex: Engineer's Presidency Division office, I regret to state that I was wrong as to the fact, for a data statement I find by a personal search of my Despatch Register came in on same date unrecorded in Receipt Register but between 24th & 30th January. its receipt was not recorded in my Receipt Register as no covering letter came with it. But I had already on 24th Jan: 89 dealt with the letter No. 983 of 18th Jan: 89 and Completion Report to which the data statement related in my/ No. 4992 of that date and therefore it was returned with my docket No. 5095 dated 30th Jan: 89 worded "Returned to the Ex. Engineer with reference to this office endorsement No. 4992 of 24th Jan: 89." I wish it to be distinctly understood that I based my report No. 3860 d/ 10.9.89 on the facts that I forgot then as now ever seeing any data statement and can find no mention of such in my receipt register and although I must have seen it for I open all my letters when at Madras I had no attention to give to it for I had disposed of the subject with which it was connected. on the grounds that Mr. Ashwath had agreed to certain work at certain rates in 1886 and therefore he must abide by that agreement.

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1443/22

From Mr. D. M. Dumphy late accountant, P. W. Department, dated 4th December 1889, to the Examiner of P. W. Accounts.

In compliance with your memo No. 561x of 19-9-89 I beg to offer the following explanations in refutation of the charges brought against me by Colonel W. H. Burton R.E. Supg. Engineer V Circle, communicated in your memo. No. 441x dated 29-7-89 and enlarged upon in Supg. Engineer's No. 70 c/ dated 13-7-89.

The delay in the submission of this explanation is due to the difficulty I experienced in obtaining copies of the documents I require, and even now I have not received all I want.

2. Examiner's memo No. 441x d/29-7-89 1st charge

The Executive Engineer Presidency Division, Col. Ross Thompson R.E. in a letter to Col. H. M. Vibart R.E., the then Supg. Engineer, informed that officer that he had received several petitions from contractors complaining of the low rates in the Division and requested sanction to revise the rates. This letter was drafted by Col. Thompson himself without any advice or suggestion from me.

3102/22

In reply to this the Supg. Engineer (Col: Vibart R.E.) informed the Executive Engineer that under the circumstances explained sanction was accorded to revise the rates. I have not succeeded in tracing these documents and therefore am unable to quote Nos: and dates.

3. 2nd charge. In the bill for March 1888 the total value of work done by the contractor and certified to by the Sub Divisional officer, Bangalore was Rs 20980-7-10. against which Rs 19000-11-5 was paid up to end of December 1887 leaving Rs 1979-12-5 still to be paid on that bill — against this amount of Rs 1979-12-5, Rs 1781-8-5 was paid leaving a balance of Rs 198-4-0 still due to the contractor. Had an overpayment been made there would have been a balance due from the contractor instead of due to him as shewn. The amount Rs 499-9-0, referred to, represents the value of materials issued to the contractor. There is no ruling in the Code to the effect that the value of materials issued to a contractor should be recovered at once or on the first bill, so that such recovery may be made any time during the progress of the

the work

account. It will be noticed however that Rs 258/ was recovered in December 1888, and the amount due by the contractor was covered by the amount still due to the contractor for work done, as that in no case was an overpayment made.

4. 3rd & 4th charges In taking these two charges together, as they bear upon each other, I would point out that neither the Completion Report sent with letter No. 983, nor Mr Wood's Completion Report, was signed by the Executive Engineer, as that sending the one which accompanied the letter, was not substituting a fictitious Completion Report for a genuine one, as stated by the Supg. Engineer. My reason for having sent the one which accompanied letter No. 983 was, that Mr Wood's Completion Report did not work up to the Deviation statement (copy inclosed) submitted by him with his memo No. 1204 dated 24-3-88. On a reference made by the Sub Divisional officer, Bangalore in his No. 1022 dated 1-2-88 (copy not yet received from Ex. Engineer) to the Ex. Engineer, the Sub Divisional officer was instructed in Ex. Engineer's No. 2832 S.D. dated 9-2-88 (copy enclosed) to submit a Deviation statement "showing all extra work done, extra rates required and

d any other points in the estimate that
at revision" &ca. This statement was
epared and submitted by the South
ction officer with his No. 178 dated
-3-88 (copy enclosed) to the Sub divisional
fficer recommending that the rates claimed
may be granted, the Sub Divisional officer
n his turn submitted the Deviation
tatement with his No. 1204 d/ 24-3-88 (copy
nclosed) to the Ex. Engineer. The Ex. Engineer
hen forwarded the statement with his No.
92 dated 13-6-88 (copy not yet received
from Ex. Engineer) to the Supg. Engineer
Col. Vibart R.E.). The Supg. Engineer in
is No. 1544 dated 10-7-88 (copy enclosed)
returned the deviation statement pointing
ut that the excess, viz Rs 3651, was more
than 5% of the Estimate and called for
revised estimate. The Ex. Engineer in
his No. 4095 E dated 17-7-88 (copy not yet
received from Ex. Engineer) furnished certain
xplanation on which the Supg. Engineer
n his No. 2053 d/ 9-8-88 (copy enclosed) di-
rected the submission of a Completion
Report for transmission to the Chief Engineer.
The Ex. Engineer then in his No. 1442 dated
15-8-88 directed the Sub divisional officer
Bangalore to prepare and submit a Com-
pletion Report for this work showing
ll excesses on account of work done
the Completion Report

with letter No. 905 dated 6-11-88 came to me in the usual course, that is from the Ex. Engineer, I found that the Ex. Engineer's orders were not complied with in that the Completion Report did not work up to the Deviation statement as stated above. I therefore in the usual course of business, and in my capacity as accountant and manager of the office prepared a revised Completion Report in accordance with the Deviation statement submitted by Mr Ward and which was prepared by the late Sergeant Green who knew more about the transactions connected with the work than Mr Ward, and forwarded it, also in the usual way, with a covering letter and a Data statement, to the Ex. Engineer for his signature. On receiving back the box from the Ex. Engineer, I, as usual, opened the box, took out the tappal contained in open covers, these covers having been opened by the Ex. Engineer, saw that there were no papers left but those that were sent to the Ex. Engineer for signature, and sent the box with those papers, as usual, to the despatching clerk. This clerk, as usual, brought to my notice that the letter No. 983 was signed but that the enclosures viz, the Completion Report and Data statement, were not signed – I therefore took the data statement from him and put it back into the box to be sent to the Ex: Engineer, with other papers for signature and told the clerk to despatch the letter with the Completion Report. I afterwards received the data statement from the Ex: Engineer duly signed and gave it to the despatching clerk to be sent on to the Supy: Engineer as enclosure to the letter No. 983 already sent. The Supy. Engineer (Col. Burton R.E.) in his letter No. 3860 dated 10th Sep. 1889 to the Chief Engineer stated that the Data statement never reached him, while from his No. 5095 dated 30th Jany. 1889 to the Ex. Engineer it will be seen that he returned the Data statement to the Ex. Engineer. The despatching clerk in his depositions denied all knowledge of this Data statement and said I never gave it to him to despatch, while from an extract (copy enclosed) from the Ex. Engineer's Regist. of Service Postage labels it will be seen that the statement was despatched by him to the Supy. Engineer on 21st January 1889. My reason for not having sent the Completion Report again to the Ex. Engineer for signature before despatch was, that I did not consider it of such importance as the data

Stat

statement, but as simply a statement of
excesses and how these excesses were
~~[illegible]~~ arrived at, for Supy. Engineer's appro
On receipt of letter No. 983 and its enclo
the Supy. Engineer returned them with t
Endorsement No. 4992 dated 24-1-89 callin
for further particulars. The Ex. Engineer
his reply No. 1123 d/ 21-2-89 returned the Comp
Report with the further particulars requ
On receipt of this the Supy. Engineer ag
returned the Completion Report with
No. 6113 dated 9-3-89, pointing out th
it was not necessary, as the wor
was still incomplete and request
the Ex. Engineer to submit a revised
estimate including the original an
supplemental estimate and makin
provision for excess outlay. So far
the matter had been finally settle
by the Supy. Engineer.

5. Now with reference to Supy. Engine
No. 70C d/ 13-7-89 and the evidence a
duced by him I beg to say a few w

6. Para 3 of S.E's No. 70C d/ 13-7-89
In this para the Supy. Engin
says "although [illegible]
tender had been duly accepte
at the commencement of the wor
no contract bond has been sign
and no security lodged" and "f

withou

without a bond no one in the department can properly say "there is a contract" – I do not know at any rate for Ex. Engineer says "there is no contract" – If, as stated above, there was no contract between the Ex. Engineer and Mr. Ashworth, I cannot understand what Colonel Burton means by saying "more than this man was entitled to in accordance with the arrangement made between the Ex. Engineer and Mr. Ashworth". The underlining is mine. Throughout the whole of the correspondence and all the depositions, Mr. Ashworth is named the contractor, while Col. Burton in his 2d. charge says "sometimes miscalled the "contractor". The Supg. Engineer wishes the Chief Engineer to infer that the absence of a contract bond shows that I had some interest in the contractor, whereas in the latter part of his para 4 he proves that the absence of such a bond gave him the power to stop the work at any time – If, as Colonel Burton insinuates, I had an interest in the contractor, it would have been my care and to my interest to see when I had the opportunity of doing so, that he, the contractor, was protected by a bond. I must however go on to state that the responsibility of having a contract bond executed could not have possibly rested with me, since as Colonel Burton himself states, the work was commenced in August 86 for at that time I was not in the division, as I left it on the night of the 30th June 1886 and did not return to it until the morning of the 10th January 1887.

7. Para 6 of S. E's No. 700 d/ 13-7-89

In this para the Supg. Engineer states that when he received the unsigned completion Report he followed one of three ways of dealing with it and that was to return the Report stating that "it was not wanted whether right or wrong owing to the work being in view of the 2nd sanction of Government" – I would, however, state that he did not do this on its first receipt but sent it to the Ex. Engineer with his endorsement No. 4992 d/ 24-1-89 for further particulars, as stated in my para 4, and it was after the receipt of those particulars sent with Ex. Engineer's No. 1123 d/ 12-2-89 that he, the Supg. Engineer then passed final orders in his No.

6113

6113 d/ 9-3-89, so that this Completion Report passed and repassed between the Supg. Engineer and Ex. Engineer without any question as to its being a proper document. Although I drafted letter No. 1123 d/ 21-2-89 for Mr Jackson, the then accountant, for the 2d submission of the Completion Report, the fair of that draft with the unsigned Completion Report must have passed through the Ex. Engineer's hands before submission the Supg. Engineer, and *this* was during absence from the division. If I am in fault for the submission of this Completion Report in its unsigned condition, then whoever submitted it the second time to the Supg. Engineer still unsigned must be also in fault.

8.

Para 8 of S.E. No. 70C d/13-7-89

Col. Thompson as quoted by Colonel Burton states "my impression is that Mr Dampsey substituted for the Completion Report about this work which I meant to send to you another &c. &c. which I did not sign", and yet, as I have already shown, he sent the same Report in its unsigned state a *second* time to the Supg. Engineer with his No. 1123 d/ 21-2-89, and after I had left the division. As, I have no doubt, he saw it on its 2nd submission to the Supg. Engineer, he must have been satisfied it was the one he meant to send.

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9. I was not popular with the Sub divisional officers of the Division nor with the clerks of the office, and it is to this feeling I attribute the action taken by Mr. Macalister when he was ordered by the Ex. Engineer to prepare a revised estimate on Supg. Engineer's instructions. Mr. Macalister altogether misconstrued my action and intention in this matter and so misrepresented matters to the Ex. Engineer as to throw an appearance of dishonesty in the whole transaction where *no* dishonesty was *thought* of or *intended* and led the Supg. Engineer to take the steps that he has taken.

10. The depositions of Mr Jackson, Veeraragavaloo Naidu, Ramanjooloo Naidu, Narrainrow Naidu and Harithasao Pillay, prove nothing, they simply confirm two facts.

1. That I prepared the Completion Report
2. That it was despatched unsigned

the first I have not denied and do not deny, and the second required no confirmation.

11. Veeraragavaloo Naidu, the Head clerk, in his deposition says "I noticed that the enclosure a Completion Report was not signed by the Ex. Engineer, and I then refused to frank the cover," while Ramanjooloo Naidu, despatching clerk, says "when handing it and enclosure to Head clerk I pointed out to him enclosure was not signed"

12. Narrainrow Naidu in his deposition forgets to mention that he materially helped me in writing up the explanations in the completion Report as I consulted him on many points with which he was acquainted, he also forgets to mention that the Data statement which he says he saw with Mr Ashworth's signature was the same that was submitted by the late Sergeant Green and must have borne his signature also, for Mr ~~Ashworth~~ Macglister in his report quotes Sergeant Green's letter in which reference is made to the "accompanying Data".

13. Mr Macalister in his deposition says "I have reason to beli

No: 900 was never seen by Col. Thompson, the head clerk denied ever having seen it — Mr Jackson said the same — my own opinion is that the letter got into Mr Dumphy's hands and that he suppressed it." Mr Ward in his deposition says: "I am thus quite certain both the Completion Report and my letter 900 had reached the Ex. Engineer." Colonel Thompson in his deposition says "I may have read the original of it — all the contents are familiar to me." The head clerk's denial of having seen the letter is inconsistent, as it was his practice to look into all papers that I sent to the Receipt Register clerk, Harithasoo Pillay, to be registered.

14. Mr Ward in his deposition says "at that date Captain Lindley R.E. was ag. as Executive Engineer for Colonel Thompson R.E. and covers addressed to the Ex. Engineer were I believe then opened by the Head Accountant" — Had Mr Ward taken the trouble to ascertain the facts he would have known that Captain Lindley himself opened all covers, and

Captain Lindley can certify to this fact. Again Mr Ward says "I thought it necessary and essential that my letter and Completion Report should be read by the Ex: Engineer before any one else saw either and I therefore took the precaution of sending it by a peon direct to Captain Lindley's quarters (he was then living at the Cubbon Hotel) with a note requesting him to read my public letter and Completion Report". Reading this with what is said above Mr Ward appears to insinuate that he was afraid that the papers would come to me before being seen by the Ex: Engineer, and yet in his letter of explanation No: 939 dated 15-11-88 to the Ex: Engineer he says "it occurred to me that you were possibly not in Bangalore and that if I sent it in the usual manner the cover might be kept unopened till your return" Mr Ward therefore tacitly admits here that covers were not opened by me.

15. Mr Ward has to prove the following statements made by him.

1. To me it appears quite clear that the

as to admit of the

of a Completion Report different to that and for that submitted by me for the total of the Completion Report sent with the letter is omitted"

2. "In my opinion it was an attempt at fraud on the part of the accountant who wrote the explanation given at end of the Completion Report in the interests of C. Ashworth.

16. Ramanjaloo Naidu in his 2nd deposition says first, that I gave him the letter in the large central office room and then says I sent to him with a number of other papers. This witness forgets to mention in his 2nd deposition that he brought me two documents pointing out they were unsigned, and these were the Completion Report and Data statement.

17. Colonel Thompson in his deposition states that a Completion Report was put up for his signature with the letter and that he signed one, and goes on to state further, but he "would not have sent a letter forwarding a statement named in the letter without sending such statement complete in every

respect as regards signature &ca."
There is no doubt that it is the data statement that he signed which he refers to above and which I refer to in para 4.

18. Mr. Macalister in his deposition to the Supdg. Engineer and in his report to the Ex. Engineer has to prove the following statements made by him.

1. "My own opinion is that the letter got into Mr. Dumphy's hands and that he suppressed it."

2. "One that was prepared by Mr Dumphy the late Accountant and Manager of your office and was substituted by him for the former when despatching your No. 98 d/ 18-1-89 to Supdg. Engineer."

3. "This was an attempt on the part of the manager of your office and the contractor (Mr. Ashworth) to commit a fraud."

4. "I can show enough to convince you that Mr. Dumphy deceived you by misrepresentations and that he endeavoured to get better rates for the contractor with whom no doubt he had made some arrangement."

5. "Enclosing the Completion Report

"which had been substituted in place of his own."

The words in brackets are mine

6. "Mr. Dumphy may have promised this (the raising of the rates) and probably thought he would be able to do (so under cover of that circular."

19. I have worked under Col. Ross Thompson R.E. as accountant of the Presidency division from April 1886 to end (of June 1886 and from Jany. 1887 to 6th Feby. 1889. During this peri I never gave that officer any cause to suspect me of anything like a dishonest act or intention, and to this I am certain Col. Ross Thompson will certify.

20. Colonel Ross Thompson placed the whole office under my charge and I was left to act (entirely on my own responsibility in all matte The whole work of the office was transacted by me, Col. Thompson signing all papers sent to him by me in token of his approval of my disposal of papers. Col. Thompson always read every paper before

he signed it, and it was very seldom, if ever, he disapproved of any of my disposals. I maintained a strict discipline in office making each clerk understand his position and do the work entrusted to him. I checked any attempt at familiarity on the part of any of the subordinates towards me, and although I was kind and indulgent to them, I always made them respect me as the Head of the office. This may account for my not being very popular with the office subordinates.

21. Finding that the Sub-Divisional officers were too much disposed to do as they liked in the way of carrying out works without Ex. Engineer's orders being first obtained, and exercising powers they had no right to, I had them repressed and checked by the Ex. Engineer, and I have no doubt this has been the cause of my extreme unpopularity with them. In short I maintained a strict discipline and insisted upon implicit obedience to departmental

the Ex. Engineer, who looked to me for the satisfactory working of the division in all matters, except professional this I am sure Colonel Thompson will admit.

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22. As a divisional accountant I served under the following gentlemen.

1. Mr C. Seton - Ex. officer, Cuddapah
2. Col: S.C. Clarke R.E. Ex. Engineer, Chingleput D°.
3. Mr W. F. Donaghue Ag. Ex. officer — do —
4. Mr E. H. Pringle Ex. Engineer — do —
5. Captain C. B. Henderson R.E. Ex. Engineer Ekkerpalli Division.
6. Lieut: S.C. Plummer, Ex. officer Nellore Central D°.
7. Mr F. N. Thorowgood. Superintendent Harbour Works D°.
8. Mr R. F. Chisholm - Cons: Archt: to Govt:
9. Mr J. Grimes Ex. Engineer Madura D°.
10. Col: J. Pennycuick R.E. Superintendent Tank Maintenance Scheme
11. Col: W. H. Burton R.E. Ex. Engineer Presy: D°.
12. Lieut S.C. Plummer offg: Ex. Engineer — do —
13. Col: Ross Thompson R.E. Ex. Engineer — do —
14. Captain W.D. Lindley R.E. Ag. Ex. Engineer — do

and not by one of them was I ever suspected of any dishonest act or intention

I

23. I have been in the service of Government for 22 years and during the whole of this period I worked honestly and faithfully. I have never been guilty of a dishonest act or intention even in private life - and now after so many years of hard and honest labor to be suspected of dishonesty is the greatest affliction that can befall me.

24. In conclusion I would beg to state that had I been allowed the opportunity to be present at the investigation made by Colonel Burton R.E. in the Presidency division office, I would have then been in a position to personally explain matters which would have led to a different interpretation of the statements made to the Supg: and Ex: Engineers and saved me all this trouble and unpleasantness.

No 2832 S.D. 9.2.88

To

The Sub Divisional Officer
Bangalore 1443/32

With reference to his End
No 1022 of 1.2.88 has the honor to infor
him that a Deviation statement ne
be submitted shewing all extra wor
done, extra rate required and any
other points in the Estimate that
want revision, with full and detai
explanation of cause of each deviati
where extra rate is given a data
shewing how that rate has been
arrived at should also be submi

(Sgd) Ross Thompson Col:
Ex: Engineer Presy

No 1072/14.2.88

Forwarded to the South Se
-tion Officer for compliance an
return

(Sgd) R.W. Ward
Sub Divl Officer

True copy
(Sgd) B. D'Wuls
Ex Engineer Pre

22nd March /88

To

The Sub Divisional Officer
Bangalore

Reference. Ex: Engineers No 2832 d/9-2-88

Begs to forward, herewith the Deviation Statement called for, showing the extra work done and extra rates that I am able to certify to, and to inform that the Contractor claims extra rates for work done in 1886-87 as per accompanying data as I am unable to find out the prevailing rates in 1886-87 I can only recommend that the rates he claims may be granted to him I may also state that none of the work was carried out under my supervision except the asphalting of the floor of magazine

Sd/ T. Green
Supervisor

True Copy
(Sd/) B. De Winton
Ex: Engineer
Presidency Dn

3102

No 1204

1463/34

From

The Sub Divisional Officer
Bangalore - Madras D.P.W.

To

The Executive Engineer
Presidency Division
Bangalore

Dated 24th } March 1888
Recd. }

Enclosures 3.

Reference No. 2832 d/ 9-2-88.

Beg to forward herewith Deviation Statement and data for erecting Public Buildings for a Regt N.I. at Arab Lines Bangalore u Mr Greens report as desired

(Sgd) R.W. War
Sub. Divl. Offr.

True copy

(Sigd) B. De Win
Ex: Engr
Presid

3102 G/22

Supg Engineer's Office
Station Bangalore
Dated 10 July 188.
Enclos 1.

1443/35

From The Superintending Engineer
V Circle

To The Executive Engineer
Presidency Divn - Bangalo

His No 292 of 13 June 1888

Has the honor to retur
the Deviation Statement for Constr
Public Buildings for Regt of N. I. at
Lines Bangalore and to point ou
the excess of Rs 3651. over the origi
sanctioned amount of Rs 21636.
more than 5 per cent. It is therefo
quested that a revised Estimate
Comparative Statement and
abstract may be submitted vi
Code paras 267(d) & 1912

(Sgd) H.M. Vibart Co
Supg Engineer

(True Copy)
(Sgd) B. D
Ex: Engr

No. 2053
Supg Engineer's Office V Circle
Station Bangalore
Dated 9th August 1888
Enclosures.

1443/36

From

The Superintending Engineer
V. Circle

To

The Executive Engineer
Presidency Division

His Letter No. 409 S.E. of 17 July 1888

Under the explanatio
furnished the Executive Engineer
requested to submit the comple
Report for the work for transmissi
to the Chief Engineer for sanction
the excess outlay of Rs. 3651 over
sanctioned Estimate of Rs. 2163.
required by Chief Engineer's C
No. 2949 C of 6th August 1888.

(Sgd) H. M. Vibart
Supg Engineer
True Copy
(Sgd) B. D
Ex: Enginee
Pres

3102

Extract from Register of Service Postage Labels maintained in the office of the Ex: Engineer, Presi
dency Division, Bangalore.

21.1.89

1443
37

To whom despatched	Station	Particulars	No. of enclosures	Weight	Amount of Postage	Total	Remar
S. E. V.	Madras	Enclo: to No. 983 S.E.					

True Extract

(Sgd) B. De Winton 3102/72

Ex: Engineer

Presidency D

Bangalore
26-11-89

1/534 S.E./88

P. W. D.
Form No. M 62.

NOTES.

REFERENCE TO MADRAS P. W. D. CODE.

PARAS. 2285, 2305 AND 2306.

1. Cases of departure from the sanctioned plan or specification of a work will be reported in this form. The entries will usually be filled in by the Executive Engineer himself, or from notes furnished by the Executive Engineer or other Officer in charge of the work. Mere excesses over estimate find their place in the Divisional Statement of Objectionable Items (Form No. M 63), and should not be included in the Deviation Statement.

Stamped initial R.T.
Dated 29.3.88

DIVISION.— Presidency

MONTH.— March/88

1443/38

Statement showing Deviations in the Course of Actual Construction of Works from the sanctioned Specifications and Dimensions, excluding Deviations already reported.

(To accompany the Accounts for the above month.)

No. 38 of 1888/89

PW 5-15 4825/90

No. 292 S.E.

CERTIFICATE.

I hereby certify that, with the exception of trivial cases and those detailed in the accompanying Statement, I have not allowed any departure from the measurements and specifications of sanctioned estimates. I also certify that the accompanying Statement exhibits, to the best of my knowledge, all cases in which existing estimates require revision.

Sd/ Ross Thompson
Col: R.A.

Executive Engineer,
Presy Division.

Station Bangalore
Dated 13 June 1888.

To

The Supg Engineer
5th Circle
Madras

3102/22

NAME OF WORK.	Sub-head in which Departure occurs.	NATURE OF DEPARTURE.		REASONS.	RESULTS ANTICIPATED.	Orders of the Superintending Engineer in each Case.
		Original or Sanctioned Arrangement.	Arrangement as be to be carried			1443 39
Bangalore. Constructing Public Buildings for a Regt. of N. I. at Arab Lines Amount of Estimate Rs 21636. Sanctioned in G. O. No 2952 W. of 29 Nov 84 & Supg Engrs End. No 3547 of 15 Dec/84	Rubble stone in mortar	Cft. 14555 @ Rs 14.1.0 100 Cft. = Rs 2047	Cft. 16 14 228	The increase in quantity was owing to the raising of basement which was found necessary consequent on the rapid fall of the ground at site of building	Greater security	
	Coursed rubble stone in mortar	Cft. 23078 @ Rs 20.5.0 100 Cft. = Rs 4687	Cft. 246 20.5 497	It was found necessary to raise the height of the Place of Arms Qr Guard hence the increase in quantity.	Do	
	Lintel stone 9" thick including dressing & fixing	Cft. 594½ @ Rs 0-4-0 sft. = Rs 149	Sft. 580 @ Rs 0 5 0 pe sft. = 183	Extra rate had to be given to recoup the Contractor for the cost of dressing and lifting these heavy stones and fixing them in position.	Do	
	Cornice work stone in mortar	Rft. 885 @ Rs 0.12.0 Rft. = Rs 664	Rft. 7 @ Rs 0 13 0 = 580	A small increase on the rate was allowed for the extra dressing, the rate provided in the Estimate being insufficient.	Saving	

[P. W. D. Madras, Form No. M 11.—Inner Sheet]

NAME OF WORK.	Sub-head in which Departure occurs.	NATURE OF DEPARTURE.		Reasons.	RESULTS ANTICIPATED.	Orders of the Superintending Engineer in each Case.
		Original or Sanctioned Arrangement.	Arrangement as being to be carried out.			
	Pointing with Lime mortar	Sq 288.14 @ Rs 1.4.0 Sq = Rs 360	Sq 193.90 1.5.0 255	Saving in quantity owing to plastering being substituted in lieu of pointing inside of all buildings	Saving	1443/40
	Whitewashing 2 coats	Sq 162.81 @ Rs 0-1-10 = Rs 19	Sq 125.61 1.10.0 14	Do — Do		
	Teakwood wrought & put up	Cft 984.43½ @ Rs 3.8.0 = 3437	Cft 1005.4.6 @ Rs 3.8.0 = Rs 3519	Extra quantity found necessary	Slight increase	
	Terracing with brick on edge	Sq 30.73 @ Rs 28.4.0 = 868	Sq 30.73 30- 922	The increased rate was found necessary owing to the price of materials in the local market being raised	Increase	
	Bangal ter. paving sq	Sq 33.54 @ Rs 20-0-0 = Rs 671	Sq 32.12 23- 739	Do	Do	
	Flooring with stone slabs on 3" concrete	Sq 62.12 @ Rs 19-0-0 = Rs 1180	Sq 60.46 20- 1209	Do	Do	
	Flooring with asphalte	Sq .32 @ Rs 25-0-0 = Rs 8	Sq 2.25 25- 56	Excess in quantity owing to the Prisoner's room in Qr Guard being asphalted by order of		

Name of Work.	Sub-head in which Departure occurs.	Nature of Departure. Original or Sanctioned Arrangement.	Arrangement to be carr
	Teak Weather Boards 1½" thick	No 6 @ Rs 7.8 – = Rs 45 – –	No 6 @ Rs 10 – – each = 6
	Teakwood bed with 2 Cast iron standards	No 2 @ Rs 18 – – = Rs 36 – –	No 2 @ Rs 18 – = 36 –
	Brick in mortar	Cft. 99 @ Rs 17.3.0 per 100 cft. = Rs 17.	Cft. 27 18.12. 65
	Circular arch work brick in mortar	Cft. 1776 @ Rs 25/ 100 cft = Rs 444.	Cft. 177 26. 444.
	Fire bricks in fire clay	Cft. 12½ @ 41.2.8 per 100 cft. = Rs 5.	Cft. 12 60. 7.
	Roofing with teak reapers	Sq 22.37 @ Rs 18.8 – .	Roofing wi Mangalore

[P. W. D. Madras, Form No. M 31.—Inner Sheet.]

1463
41

Reasons.	Results anticipated.	Orders of the Superintending Engineer in each Case.
late Supg Engineer (Col. Bradon)		
A different pattern of weather boards were put up which cost more wood & labor.		
Excess in quantity found necessary & the increased rate owing to the price of materials in the local market being raised	Increase	
The increased rate was found necessary owing to the high price of Fire bricks.	Do.	
Mangalore tiles were substituted	A good & sub-stantial work	

Name of Work.	Sub-head in which Departure occurs.	Nature of Departure.		Reasons.	Results anticipated.	Orders of the Superintending Engineer in each Case.
		Original or Sanctioned Arrangement.	Arrangement to be carr			
	flat & pan tiles	= Rs 414–	tiles Sq 23· @ Rs 16 per = 378	for flat & pan tiles by order of Supg Engr hence the differance of rate & consequent saving, excess quantity owing to projection of roof at sides and eaves of buildings		
	Wrought iron Chimney	Rft. 20. @ Rs 1.4.0 = Rs 25.	Rft. 20 1.4. 25.			
	Teakwood boarding 1" thick	Sq 3.84 @ Rs 30. = Rs 115.	Teak board 1½" thick 3.84 @ Rs per Sq = 168	Excess in rate owing to its having found necessary to increase the thickness of the planking of the trust racks.	Greater security	
	Turned teak wood belt pegs.	Rft. 148 @ Rs 0.10.0 = 93.	Rft. 148. @ Rs 3. per = 444	The increased rate was found necessary as wooden blocks 6" wide 12" deep running all round had to be built in the walls to fasten on the turned belt pegs.	Do	
	Plastering with 2 coats mortar	Sq 22.72 @ Rs 2.5.0 = 53.	Sq 130.14 2. 309	Excess in quantity owing to plastering being substituted in		

1463/43

Name of Work.	Sub-head in which Departure occurs.	Nature of Departure: Original or Sanctioned Arrangement.	Nature of Departure: Arrangement as to be carri	Reasons.	Results anticipated.	Orders of the Superintending Engineer in each Case.
				in lieu of pointing inside of all buildings		
	Flooring with asphalte ¾"	Sq. 5.36 @ Rs. 18 = Rs. 96.	Sq. 5. 36 .19 102	The increased rate was found necessary owing to the higher price of materials	Increase	
	Stone slabs 6" thick including dressing &c.	Sft. 411 @ Rs. 0-2.6 = 64	Sft. 927 @ Rs. 0-2.6 sft = 146.	Excess quantity owing to sills of all doors being provided with slab stones.	Greater security	
	Stone slabs 3" thick	Sft. 1266 @ 0-1-9 = 138.	Sft. [illegible] @ Rs. 0-1-4 per sft = 175	Excess quantity was found necessary	Do	
	Lamp boxes including fixing complete.	No. 4 @ Rs. 100. = Rs. 400.	No. 3 @ Rs. 110. ea = 330.	Excess in rate found necessary on account of extra dressing to stone boxes. One lamp box was found unnecessary hence the saving.	Saving	
	Teakwood frames covered with perforated zinc sheet.	Sft. 16 @ 0.6.0 = Rs. 6.	Teakwood fra covered with perforated i sheet Sft. 16 @ Rs. 1. per sf	Excess rate owing to iron sheet ¼" thick being substituted for zinc sheet.		

Name of Work.	Sub-head in which Departure occurs.	Nature of Departure.		Reasons.	Results anticipated.	Orders of the Superintending Engineer in each Case.
		Original or Sanctioned Arrangement.	Arrangement as being to be carried out.			
	Extra dressing to sill stones.	—	Sft. 461 @ Rs.0.1.5 pe sft. = 41.	Extra work found necessary		1463/44
	Dressing basement floor &c	—	Sft. 2610 @ Rs.0.1.5 p sft. = 231.	Do.		
	Lifting stone pillars	—	No. 8 @ Rs.0.8.0 eac = 4.	Do.		
	Laying on 3 Courses of flat tiles.	—	Sq. 14.66 @ Rs.7 per sq = 103.	Do.		
	Cornice work brick in mortar.	—	Rft. 60 @ Rs.0.4.0 per 100 Rft. = 1	Do.		
	Dressing corners of jambs, doors &c	—	Rft. 2394 @ Rs.0.1.5 per Rft. = 212.	Do.		
	Teak eave boards including fixing	—	Rft. 398. @ Rs.0.4.0 p Rft. = 100.	Do.		
	Teak Ventilators with iron bars	—	No. 2 @ Rs.1.8.0 each = 3.	Do.		

[P. W. D. Form No. M 6

1443/45

Name of Work.	Sub-head in which Departure occurs.	Nature of Departure.		Reasons.	Results anticipated.	Orders of the Supe Engineer in ea
		Original or Sanctioned Arrangement.	Arrangement as to be carried			
	Zinc spouts 3½" dr. including soldering & fixing		Rft. 137 @ Rs. 4-1 Rft. 34	Extra work found necessary.		
	Teak weather boards	–	Rft. 36. @ Rs. 0-4-0 pe Rft. = 9.	Do.		
	Laying one course flat tiles & plastering	–	Sq 3.12. @ Rs. 4.12. per sq = 15	Do.		
	Laying 3 Courses of flat tiles and plastering	–	Sq. .64 @ Rs. 9.8. per = 6.	Do.		
	Perforated zinc sheet with frames	No 12 @ Rs. 0-8-0 = Rs. 6	No 18 @ Rs. 8 each = 9.	Excess quantity found necessary		
	Earth work	–	Cft. 6187 @ Rs. 5.3.4 per 1 Cft. = 32.	Extra work found necessary.		
	Removing rubbish, levelling & cleaning site	–	Rs. 60.	The Contractor is usually allowed a reasonable sum for cleaning and levelling the site		

NAME OF WORK.	Sub-head in which Departure occurs.	NATURE OF DEPARTURE.		Reasons.	RESULTS ANTICIPATED.	Orders of the Superintending Engineer in each Case.
		Original or Sanctioned Arrangement.	Arrangement as being or to be carried out.			
✓	Teak wooden bricks	Cft 1' 8" 4''' @ Rs. 3.8 per cft = 6.	Cft. 4' 6" 0" @ Rs. 3.8.0 per cft. = 16.	Excess owing to extra number of bricks being found necessary.		1443/46
	Copper band 1½" wide including fixing	Rft. 114½ @ Rs. 1 per Rft. = 115.	Continuous copper bands 2" × ⅛" including railway charges - Rft. 798 Rs. 1.8.11 per Rf 1243.	Excess owing to new pattern lightning conductors being substituted for the old pattern provided in the Estimate.		
	Solid copper rod ¾" dr.	No 3 @ Rs. 10. Each = 30.	No 8 @ Rs. 10 each = 80.	Extra quantity found necessary.		
	Copper plate 3'×4'×1/16'	No 2 @ Rs 20 Each = 40	No 1 @ Rs. 52 each = 52	Found necessary vide clause a		
	Copper hold fasts	-	No 83 @ Rs. 1.4 each = 104	Do		
	Soldering points to rods & earth plates.	-	Rs. 50.	Do.		
	Digging wells	No 2 L.S. Rs. 15.	No 1 L.S. Rs. 25.	Do.		

Name of Work.	Sub-head in which Departure occurs.	Nature of Departure.		Reasons.	Results anticipated.	Orders of the Superintending Engineer in each Case.
		Original or Sanctioned Arrangement.	Arrangement to be carri			
	Teakwood arm stand	Rft. 54 @ Rs 2.8 per Rft. = 136	Rft. @ Rs 2 Rft. = 17	Extra quantity found necessary.		1443/47
		16388	200		N. B. These deviations will cause a net excess of Rs 3651 over the sanctioned amount of Estimate	

Excess Rs 3651

Sigd) T. Gee
22. 3.

Sigd) Ross Thompson Col RE.
Ex Engr Presidency Dn

To the best of my recollection
total figures are correctly
Bang
20th

(True copy)
I have checked the column "arrangement as being or to be carried out" and the totals & find them to be a true copy

Sigd) B. De Winton
Ex Engr Presidency Dn
25.11.87

[P. W. D. Madras, Form No. M 31.—Inner Sheet.]

NAME OF WORK.	Sub-head in which Departure occurs.	NATURE OF DEPARTURE.		Reasons.	RESULTS ANTICIPATED.	Orders of the Superintending Engineer in each Case.
		Original or Sanctioned Arrangement.	Arrangement as to be carried			
						1443/48

Name of Work.	Sub-head in which Departure occurs.	Nature of Departure.		Reasons.	Results Anticipated.	Orders of the Superintending Engineer in each Case.
		Original or Sanctioned Arrangement.	Arrangeme to be car			
						1443/49

Name of Work.	Sub-head in which Departure occurs.	Nature of Departure.		Reasons.	Results anticipated.	Orders of the Superintending Engineer in each Case.
		Original or Sanctioned Arrangement.	Arrangement as being or to be carried out.			
						1463/50

Name of Work.	Sub-head in which Departure occurs.	Nature of Departure.		Reasons.	Results Anticipated.	Orders of the Superintending Engineer in each Case.
		Original or Sanctioned Arrangement.	Arrangement as being to be carried out.			
						1443/51

709
4 DEC

9

Office note from the Examiner, P.W. Accounts, No. 1748 dated 6th December 1889.

Mr. Dumphy's letter dated 4th December 1889.

1443/52

Forwarded with the remark that the undersigned abstains from offering any remarks at present as the officer who made the charges should presumably be the first person to consider how far they are met by the explanation put forward.

2. The delay in the submission of Mr Dumphy's explanation is due to difficulties experienced in securing for Mr. Dumphy access to the papers which he stated to be necessary for the preparation of his explanation.

3. As Mr. Dumphy is under suspension, I trust that the disposal of the matter may be hastened as much as possible.

SM

3102 G/22

PW Ex 16
4826/130

Letter from Mr. R. W. Ward Sub-Engineer to the Superintending Engineer 5th Circle dated 19th December 1889.

In accordance with your verbal instructions to me, I have the honor to forward herewith my Report in reply to certain statements made by Mr. Dumphy Head Accountant, in his defence dated 4th December 1889.

My Report is as follows.

References
Mr. Dumphy's defence Para 2 of his letter of 4th December 1889.

1. I was told by Mr. Dumphy and also by the contractor Mr. C. Ashworth that such an order as he refers to, had been issued, and I made diligent search and enquiry for it while I was in Bangalore in charge of the Sub Division, and was preparing the completion Report submitted to the Executive Engineer with my letter No 900 of 6th November 1888 but I could find no record whatever of it.

Para 3 of Mr. Dumphy's defence

2. This refers to a matter of which I was not cognisant, the transaction hav

having been carried out completely in the Divisional office.

3. According to Mr Dumphy's own account, he failed to place my Completion Report before Colonel Thompson for signature. My Completion Report was I believe, the only genuine Completion Report. This being prepared submitted and signed by me the Sub Divisional officer, made it so quite irrespective of whether Colonel Thompson countersigned it or not. The document prepared by Mr Dumphy and submitted to Superintending Engineer in January 1889 was entirely unauthorised and it therefore is rightly called a "fictitious" report.

Para 4 of Mr Dumphy's defence

4. Mr Dumphy says in this paragraph that he "found that the Executive Engineer's orders were not complied with in that the Completion Report submitted by me did not work up to the Deviation submitted with my

— do

-fore in the usual course of business and in my capacity as Accountant and Manager of the office, prepared a revised Completion Report in accordance with the Deviation statement submitted by Mr Ward". This is untrue. The Revised Completion Report prepared by Mr Dumphy does not follow the Deviation statement submitted by me in March 1888, nearly as closely as my own Completion Report did for, although I certainly found it necessary in checking the work and making the necessary enquiries, to disallow some of the claims made by the Contractor, yet, out of the 49 items contained in the Deviation statement I entered 22, without alteration in my Completion Report of November 1888, those being based on extra work which was actually done, and the net result was, as regards those 49 items of the Completion Report, that I disallowed a sum of 943 Rs in all. Mr Dumphy however, instead of following the Deviation statement as he claims to have done & giving the Contractor what he had asked for therein only, altered no less than 28 items as to rates & several as to quantities also, and in addition he altered in the Contractor's favor, several other items of the Completion Report not included in the March Deviation Statement at all. The net result being a total claim on behalf of Contractor for Rs 3084-2-7 more than he had, in my opinion, any right to get. The accompanying comparative Statement will bear out this assertion. I may here mention that in para 5 of my letter 900 of 6th November 1888 I had stated that the Contractor had sent me a Rough Completion Report of his own claiming no less than Rs 2200 more than he had previously claimed in the Deviation Statement of March 1888 and that I considered

he had no just claim to this [illegible] for reasons which I gave in the following paragraph.

It appears now that Mr Dumphy has, notwithstanding my rejection of the claim, now endeavoured to claim for the contractor as much as possible of the sum Rs 2200. For the excess claimed by Mr Dumphy may be stated as follows.

Excess sum allowed by me	494-7-1
Excess sum disallowed by me but claimed in Devⁿ statement of March 1888 by Contractor	943-2-11
Additional excess now claimed by Mr Dumphy	2090-15-10
Total excess claimed in Mr Dumphy's Completion Report	3528-9-10

Para 14 of Mr Dumphy's defence

5. In stating to Superintending Engineer on 10th July 1889 in my evidence that "covers, addressed to the Executive Engineer were, I believe, there opened by the Head Accountant" I intended to refer to the practice in Togue under Colonel Thompson the permanent

Executive Engineer. Captain Lindsay was only acting for a day or two and I did not suppose he would alter this practice. It was to make quite sure that I sent a Demi Official Note with my Completion Report & specially requesting Captain Lindsay to open and read it, and my letter No 900 of 6th November 1888. My reason, for doing so, was distrust of the Head Accountant. When I was asked by the Executive Engineer (I presume at Mr Dumphy's request) why I had sent this note, I did not think it prudent to mention my suspicions as I had then no proof of Mr Dumphy's intentions, but now that he has actually done what I feared he would do. I am free to give the true reason.

Para 15 of Mr Dumphy's defence clause 1

6 The expressions used by me appear to me to be justified by the following facts

In letter No 983 of 18th January 1889 from the Executive Engineer to the Superintending Engineer 5th Circle there is no mention of the amounts of the excess for which sanction is required, although the excess is mentioned. In this letter certain other figures are given showing the value of work done, but these figures do not appear in the fictitious Completion Report nor in mine. It would therefore be easy to substitute any other Report for the genuine Report which the Executive Engineer intended to send.

Para 15 of Mr Dumphy's defence clause 2.

7 The explanations of differences are in Mr Dumphy's well known Hand Writing. In some instances they give reasons for raising the rates which I believe to be untrue, and as to the truth or otherwise of which of which Mr Dumphy was not competent to judge. They were intended to induce the Superintending Engineer to sanction an increased payment of Rs 3034-2-9 to the Contractor

which sum a competent officer had reported that he was not entitled to. They were entered entirely without authority. I think therefore that the Statement quoted in clause 2. of the reference is fully justified.

8. The Deviation Statement submitted by Sergt. Green R.E. and forwarded to the Executive Engineer with my No 1204 of 24th March 1888 was prepared in consultation with the Contractor and was really a claim made by him. Sergeant Green in his forwarding letter No 178 of 22-3-88 states that he is unable to say what rates were prevalent when the work was done in 1886-87 but recommends × that the rates claimed may be granted. This letter with the Deviation Statement was simply forwarded by me without remarks, as I did not then know enough of the work to enable to give an opinion. Subsequently I carefully checked all the work and

× I think that like Sergt Green not having been in charge of the work during its progress I was not in a position to make any recommendation to him to alter the ~~arrangement~~ agreement

satisfied myself both as to its quantity & quality. It then appeared to me that though the Contractor had a fair claim for the cost of such extra work as he had been ordered to do, he had no claim for increased rates I therefore disallowed the latter. The Contractor urged me to proceed tentatively and to enter the increased rates in the Completion Report, in the hope that the Superintending Engineer would sanction the increase when submitted to him in that form This I refused to do as I considered that I had no right to prepare a Completion Report based on any but duly authorised rates."

Mr Dumphy's defence Para 4

9. With reference to the "Data" here mentioned I have to say that I did not submit any Data with my completion Report as almost all the rates relied on by me were sanctioned rates.

10. As regards the cost of materials

to be recovered from Contractor, I beg to point out that there is nothing here to show whether it has ever yet been recovered or not. I would suggest that it be not lost sight of in closing Mr. Ashworth's accounts.

11. In letter No. 983 S.E. of 18th January 1887 para 2 the value of work done & billed for is given as 2090-12-8 but by the completion report prepared by Mr Dempsky the value of work done is 25164-9-10, at the same date. In para 5 of 1128 S.E. of 21st February 1887, the value of work done & billed for is stated to be the same as the value of work actually done by him. I am unable to reconcile these conflicting statements.

omparative Statement showing quantity & cost of Corps work as exhibited in (1) my Comple-
ion Report (2) Deviation Statement (3) Mr Dumphy's Completion Report.

Sub Head of Estimate	After the Genuine Compn Report Quantity	Rate	Amount	After the previous Deviation Statement Quantity	Rate	Amount	As per Mr Dumphy's Comn Report Rate	Amount	Remarks as to unauthorised alterations made by Mr Dumphy
cavating & filling in Basement	12489	6 8	81 2 10				8 -	81 2 10	
ubble Stone in Chunam	16224	14 1	2281 8 -	16224	14 1	2282 -	8 -	2514 11 6	Rate increased by Rs 1-7-
mmed Rubble Stone Mortar	2446 7	20 5	4979 13 9	2446 7	20 5 -	4970 - -		5627 6 7	do by Rs 2-11-
intel Stones 9" thick	586 1/3	- 4	146 10 -	586	- 5 -	83 -	8 -	293 4 -	do by R - 4 -
ornice work	721	- 12	540 12 -	721	- 13 -	586 -	- -	721 - -	do by - - 4 -
Stone slabs 6" thick	333	- 2 6	26 6 6	927	- 2 6	145 -	2 6	131 6 6	Quantity do by 288 sq ft
Stone Pillars 9" high	4	1 6	5 8 -				6 -	5 8 -	
with lime mortar	193 90	1 4	262 6 -	193 90	1 5 -	255	8 -	290 10 7	Rate increased by Rs - 6 -
washing 2 coat	125.61	- 1	[illegible] 6 3	125 61	[illegible]	12 -	2 6	21 5 6	Quantity increased by sq ft
wood wrought & put up	1005.44	3 8	3517 13 -	1005.44	3 8 -	3517 -	3 -	35[illegible] 13 -	No alteration
	30.75	28 4	868 2 -	30.75	30 - -	922 -	4 -	10[illegible] 3 9	Rate increased by Rs 7 -
erracing									
12 Bengal terracing	32.12	21 - -	642 6 5	32.12	23 - -	739 -	4 -	79[illegible] 15 6	do by Rs 4-12-
13 Flooring with slabs 4" thick	60.46	19 -	1148 11 10	60.46	20 - -	1209 - -	6	14[illegible] - 8	do by - 5 -
14 Flooring with asphalte 3/4" thick	2.18	25 -	54 8 -	2.25	25 -	56 - -		1 -	Quantity slightly increased & rate increased by Rs 3
15 Damp course with 1/2" asphalte	20 .7	13 8	[illegible] 11				8 -	2 11 11	
16 1 1/2" Teak batten doors	947 1/2	1 1 9	1058 2 2				1	22 2	
17 Teak glazed swing windows	2	1 7	38 13 -				7 -	38 13 -	
18 Teak weathered boards 1 1/2" thick	6	7 8	45 - -	6	10	60 - -	-	60 - -	Rate increased by Rs 2-8-
stone	2	3 8	7 - -				8 -	7 - -	
with 6 J S doors	18		36 - -	2	18 - -	36 - -		36 - -	No alteration
Coa	[illegible]	1 4	97 6				1 4 -	97 6 -	Quantity slightly increased
Chocolate color	32.7	3 4	104 8 10				3 4 -	107 11 3	
ne in mortar (R.B)	-	-	-	-	-	-	- -	- -	not executed.
ick ar	27/8	17 3	27 12 6	2 7/8	18 12 -	52 -	20 4	55 7 9	Quantity slightly decreased Rate increased by Rs
icular in mortar	177	25	443 10	177.60	25 - -	444 -	5 28 -	497 - -	Rate increased by Rs 3
Firebr clay	12	60 2 8	7 15	12	60 - -	7 -	12 60 8	7 4 2	do by 19-5-4
7 Roofing with tiles (Common) (R.B)	-	-	-	-	-	-	- -	- -	not executed
28 " with ... tiles	23.37	15 8	362 3 7	23.65	16 - -	378 -	37 16 -	373 14 9	Rate increased by Rs 8 -
29 1 1/2" teak batten w...	52	2 8 9	132 7 -				2 8 7	132 7 -	
30 ...ught Iron C...g	20	1 4	25 - -	20	1 4 -	25 -	1 4 -	25 - -	No alteration
31 Sheet iron trough for forge	1	2 - -	2 - -				1 - -	2 - -	
32 Fire bars grating under boiler	1	10 - -	10				10 -	10 - -	
33 Teak frame for bellows	1	15 - -	15				1 15 -	15 - -	
34 Barrel rack 9" wide	24	- 12 -	18				- 12 -	18 - -	
35 Wrought iron door	1	15 - -	15				1 15 -	15 - -	
36 Sheet iron cover	1	20	20				20 -	20 - -	
37 Fixing trough	1	3 - -	3 - -				3 - -	3 - -	
38 Anvil 80 lb									not executed.
Fixing bellows	1	1 - -	1 - -				1 - -	1 - -	
Fixing standvice	1	1 - -	1 - -				1 - -	1 - -	
Aluminium bench	18	3 - -	54 - -				3 - -	54 - -	
Teak racks for files	13 1/2	- 6 -	5 1 -				- 6 -	5 1 -	

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	Brought forward					
	Teak arm Racks	31¾	31	12	–	
	Teak shelves	10	5	–	–	
	Pairs of pannelled shutters	45	45	–	–	
	Stone Pillars small	4	6	–	–	
	Pairs of 1½ Teak Batten windows	201	285	12	9	
	Teak shelf 18 wide	23½	23	8	–	
49	Teakwood flooring 1" thick	3·84	168	–	–	Rate increased by Rs 13-12 –
50	Slab stone 3" thick	16·00	175	–	–	No alteration
51	Pairs of 1½" Teak Pannelled Shutters	32	32	–	–	
52	Teakwood arm Racks	144	142	–	–	
53	Turned Teak Old Pegs	148	144	–	–	Rate increased [illegible] Rs 3-6 –
54	Arm Stands	68	170	–		No alteration
55	Concrete	10·72	230	7	8	
56	Centering	1	110	15	–	
57	Plastering walls	130·14	325	5	7	Rate increased by 3 as.
58	" ceiling	23·11	16	7	1	
59	1" Teak Batten do	118	265	8	–	
60	Flooring with Asphalte	5·36	112	9	–	Do by Rs 3 –
61	Perforated zinc sheets with teak frames	15	15	–	–	Do by " " 10 –
62	Cast Iron Lamp Post	3	330	–	–	Do by Rs 10 –
63	Teak frame for a [illegible] with zinc	12	9	–	–	Quantity increased by 50 p.c.
64	Copper Ba[illegible] 2" wide	798	1244	11	6	No alteration
	Solid C[illegible] rods	8	88	–	–	Rate increased by Rs 11 –
	[illegible] 5 × 4 × ⅛	1	50	–	–	Do by " 20 –
	Coke	[illegible] 80	40	–	–	
	[illegible] with earth [illegible] ashes		21	–	–	Rate doubled
	Extra [illegible] filling trench	·450	4	11	–	
	Levelling ground	L.S.	5	–	–	

71	Fixing Copper Band with Brass nails	600	75	–		Rate [illegible] doubled
72	Scaffolding	L.S.	10	–		
73	Dismantling wall	4	2	–		
74	Copper holdfasts	83	103	12		Rate increased by Rs 8 –
75	Welding joints	L.S.	35	–		Do Rs 20 –
76	Digging well	1	55	3		Do Rs 30-5 –
77	Extra Teakwood wrought & put up	11·80	238	5		
78	Extra dressing for sill stones	461	239	–		Slight alteration of quantity
79	Do for Basement	2610	231	–		No alteration
	Laying 3 courses of flat tiles	11·66	102	9		Do
	Brick Cornice	60	15	–		Do 2018
	Dressing to lands	2394	236	14	6	Do
	Eave Boards	398	113	8	–	Quantity increased by 56 sq ft
	Ventilators with iron bars	2	3	–	–	No alteration
	Zinc Spouts	137	34	4	–	Do
	Small weather Boards	15	9	–	–	Quantity doubled
	Laying 1 Course of flat tiles	3·12	14	13	1	No alteration
	" 3 extra courses of flat tiles	·65	11	–	8	Rate increased by Rs 7-12 –
	Earthwork filling	6·199	32	3	9	No alteration
	Teak pans with zinc sheeting	12	6	–	–	Do
	Teakwood brackets	4·6	15	12	–	Do
	Removing Rubbish	L.S.	60	–	–	Do
93	Bill for Repairs after storm					Omitted by Mr Dunphy
94	Lifting Stone pillars		4	–	–	Not admissible, was included in rate
95	Batten window shutter Teak		5	4	–	Do
96	Chicken Borders line		16	–	–	Included in Item No 93
97	Carpenters Labour for repairs after storm		2			
98	Do					

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	Brought forward				
	[illegible]	3	7	–	Increase by Mr Dunphy R3-7 –
100	Contingencies	6203	9	11	
	Total value of work done				
	Deduct 5 p.c. as per cong	1039	–	1	Deduction decreased by Rs 125-12-1 by Mr Dunphy
	[illegible] tender	25764	9	10	
	Net value of work done	21636	–	–	
	Deduct Total amount of Lighthouse E[illegible]	3528	9	10	
	Total nett value of work done				
	[illegible] allowed	494	7	1	
	Total [illegible] by Mr Dunphy [illegible]	3034	2	9	

RW Ward

C[illegible] letter from Colonel W. H. Burton R.E., Supty Engineer V Circle No. 6393 dt 1st January 1890 to the Chief Engineer P.W. [illegible]

With reference to your Memo: No. 5761-C dated 9.12.89, I have the honour to make the following remarks upon Mr. Dunphy's explanation [illegible] letter to the Examiner P.W. Accounts dated 4.12.89.

2. As to the second para. please see Mr. Ward's report to me dated 19.12.89 and I have not proceeded in tracing the documents referred to, and as I was out of [illegible] at the time Colonel Sibart was [illegible] Engineer of V Circle I have no mem[illegible] whatsoever on the point. I [illegible] understand how if any lett[illegible] between Ex. Engineer's and Supt. Engineer's offices Mr. Dunphy could [illegible] in the Receipt and [illegible] letters.

3. As to th[illegible] explanation [illegible] Ashworth in[illegible]

of asphalte, Mangalore tiles [illegible] Rs
amount paid by the Ex: Engineer [illegible]
account of railway and carri[illegible] of
same was one falling entirely [illegible] the
Divisional office - As Mr Ward [illegible] also
points out - the amounts paid were
not known indeed in the Sub-Divisional
office - Mr Dunphy the Divisional
Accountant was fully cognizant of
these amounts and how much or little
had been previously (before March
1888) recovered, the balance unrecovered
was excluded from the B statement
of March '88 - and Contractor's Ledger
shews no materials [illegible] to the
contractor - My [illegible]tion is that
this exclusion [illegible] Rs 499: 9:0
due from Ash[illegible] the accounts
of March 1888 [illegible]parently simply
meant that Ashworth was never to
have [illegible]ed to him
[illegible] ent to
[illegible] of the
[illegible] apple

pletion Report and the substitution
or submission of a fictitious one -
please see Mr Ward's remarks in his
report to me dated 19.12.89 and the
Comparative statement of values &
quantities attached thereto. I wish
particularly for your close attention
to the figures in this statement
of Mr Ward's and how the fictitious
Completion Report of January '89 was
built up on Mr Ward's the Departmental
Officer's Completion Report how the
figures given in Column XI exceed
the corresponding figures in Column
V in numerous cases where Ashworth's
bill or claim was concerned and
how wickedly wrong figures were
entered in Column XI against
deductions on account of the contract
Discount are - all favouring Ashworth's
and all unsupported by the
Sub Divisional officer & Executive
Engineer. I may say that there are
papers at Bangalore which shew

that both Colonel Thompson and Captain Lidley, whichever of them professed to be the Executive Engineer on the day Mr Ward sent in his Completion Report 6th November '88, received Mr Ward's letter and Completion Report.

5. Mr Dunphy seems to think because the fictitious Completion Report and data statements passed through my office more than once that I admitted in some way or thereby the authenticity of them – but I accepted as a bona fide document this Completion Report and for this very reason I looked upon the thing with the accompanying letter No 918 of 15th Jan: 89 as the Executive Engineer's representation of his opinion on the proper value of Ashworth's work, for I was asked in the letter to recommend this value to Government – I say that this was apparently to me the Executive Engineer's well formed opinion – I had frequently before received papers irregularly signed (in those days to return a paper to the Presidency Division for a technical omission to be corrected equivalent to my not seeing it again

for months) and I had no suspicion that anything of a fraudulent nature was being carried on – None in fact until the 10th June '89 when Colonel Ross Thompson told me so himself – see my Report No 1896 dated 19th June 1889. I note the underlining by Mr Dunphy of the words "so far the matter had been finally" .. but I assure you the matter had not been finally settled at any time previous to the 10th June '89 &c for, I was waiting for a revised estimate to shew all that which in Ex: Engineer's opinion ought to be shewn – in the form of a revised estimate.

6. Reference 5 & 6 para of explanation this is mostly a repetition in other words of something Major Christie wrote on my supposed dictum that a contract must be written on a contract bond form in order to be valid – it has really nothing to do with the 4 charges and these two paragraphs are mere padding to a long letter – and I have never yet said or written that Dunphy was responsible

for absence of the Bond - see my letter No. 70. C d/ 13.7.89 para 3. he protests now so much that I almost venture to think he might have been so. however I know nothing and have been told nothing one way or other as to the neglect of late Ex: Engineer's duty - primarily I consider Ex: Engineer himself was responsible that a contract bond was never signed.

7. Para 8 of explanation. I have correctly quoted Colonel Thompson in the evidence given. As to what he saw each time he signed a letter I will not venture an opinion.

Para 9 of explanation. the late Accountant attributes much or all of these 4 grave charges preferred against him to his unpopularity. Mr Mac Alister who was really the first person to bring most of these matters to light - was never resident in same station with the accused and the two never met except for a few minutes whilst the latter assisted late Ex: Engineer in examining the Sub Divisional office at Madras of which Mr Mac Alister had charge. Mr Mac Alister when he took charge of the Bangalore Sub Division in May 1889 and came across the papers of this work must either have been silent and so have become a party to what he believed to be a fraud or must have done as he did probe it to the bottom put an embargo on all papers and make a confidential report on the matter to Executive Engr. who in his turn brought it to Supdg. Engineer's notice. Mr Mac Alister Col: Thompson and I had had the written papers before us in May & June 1889 and there appeared to be but one way of answering them. these papers collectively appeared to shew each one of the 3 what the intention was and that it was to defraud Government of a large sum of money and that the most important of the papers was in Dunphy's well known handwriting.

9. Para 10 of explanation. Mr Dunphy complains or points out that the evidence of Mr Jackson and the four clerks he next names prove nothing - but the answers they gave to the questions I asked them are duly recorded - what would not be said if we had I only recorded such evidence as went direct to condemning anyone person in particular? My enquiry was undertaken to find out

(1) whether a fraudulent transaction had taken place or had been attempted at Bangalore in regard to Ashworth's bill or future claims by for the Pioneers' Public Buildings and

(2) if a fraud had been perpetrated or attempted what the name or names of the guilty persons were,

10. Para 11. Veeraragavooloo's evidence is not contradicted by Ramanujulu

11 - Para 12. What Narrain Row "forgot to mention time" on the 26.6.89 is more than I can possibly give any opinion about - but I have recorded the questions I put and the answers he gave. He says in his evidence he acted under the orders of the Accountant which as far as he is to be believed (and Mr Dunphy does not deny that he so acted) shows that whatever he wrote about this matter the Accountant was responsible for.

A data statement, i.e. a detailed statement shewing how any particular rate for a particular kind of work in any particular locality is arrived at is here mentioned by Mr Dunphy as having been seen and forwarded by the late Sergeant Green - No doubt - but no data statement (as this is said to be) of January 1888 would convince a Supdg Engineer in January 1889 that the price for certain class of work

See Sergeant Green's letter No 1141 d/27.1.88 which however does not mention it explicitly as agreed upon and done in 1886 was to be upset in January 89 at least primâ facie it would not so convince me.

12. Para 13 & 14 of the explanation. Mr Ward's report to me of 19th December '89 as also his evidence of 10th July 1889 are not inconsistent with each other nor with the position he was in in November 88.

The relations between the Ex: Engineer and Mr Ward were very strained from the moment the latter was transferred in 1888 to Bangalore in lieu of Mr Temple sent at Supdg Engineer Col Vibart's request to Bellary. Mr Ward's letter of 19th December 1889 is very clear and satisfactory on this point, the correspondence is in Ex: Engineer's office for I have read it all and Mr Ward has not seen it since November 1888.

13. Para 15 of the explanation. Please see Mr Ward's report of 19th December 1889

14. Para 16 of the explanation. Ramanjuloo's replies to 2d or 3d consecutive questions of mine on page 32 of the evidence referred to, "are not inconsistent with each other "as" Mr Dumphy attempts to shew and merely represent that "Dumphy gave Ramanjuloo a certain letter by sending it in a box." My impression on 26th August was that Ramanjuloo's recollection on this point was correct and exact and that not being an Englishman his replies were perfectly natural. Mr Dumphy on the other hand appears to think that my question was literally "whose was the hand that gave it?" Of what Ramanjuloo forgot to mention on 26th August and why I really cannot say, Ramanjuloo is not the accused. All these clerks were more or less reticent and what details I extracted from them came piece meal.

15. Para 17 of the explanation. On again reading Col: Thompson's evidence as taken by me at Jollarpet on the 29th August I think now as I did then that it was excessively clear and consistent in every single sentence, and was supported in many minor details by things proved at other times and elsewhere. No single word of Col: Thompson's wants in perspicuity and his use of the word "Statement &c" and "Statement" referred to in para 17 of the explanation was not inconsistent with that which Col. Thompson wanted to describe viz his custom of not signing letters to be accompanied by other papers unless accompanied by such other papers duly signed also. Mr Dumphy's suggestion that the word "Statement" as used by Col: Thompson is the long lost data statement of Sergeant Green is that of a drowning man catching at a straw for Mr Ward submitted no data statement with his letter No 900 & Completion Report. If however the data statement returned from my office on the 30 Docket was actually Sergeant Green's why had it disappeared on the 5th May 1889 from the Bangalore records?

16. Para 18. Mr Mac Alister is here accused of having formed an opinion without any cause or proof that such an opinion is correct - with that I have nothing to do. but I still make the 4 charges against Dumphy and it is of no use his suggesting that Mac Alister was leading either Col: Thompson or myself by the nose without a cause or because only Mr Mac Alister formed such and such opinions.

17. Para 19. On the 10th June 1889 Col: Thompson plainly suspected Mr Dumphy of the acts mentioned in 3rd & 4th charges I admit that I for one am not aware of Col: Thompson having ever previously suspected him of any other such acts. still in this connection I cannot say to what Col: Thompson will or will not certify: the charges preferred are the 1st, 2nd, 3rd & 4th and no others

18. Para 20. The fact of the Ex. Engineer

having placed the whole office under Mr Dumphy's charge was not an unprecedented fact. Many Executive Engineers do so I have heard, but this did not justify the Accountant or Office Manager in doing either of those acts for which he is charged 3rd & 4th. Mr Dumphy here rather attempts to shew too much for it is a well known fact (described also by Ramanujulu) Col: Thompson received the box of letters for signing at his house which is on the golf ground beyond the High ground. So how any person can, whilst sitting in Trinity House say with any pretence to truth what a second person reads yond the High Ground or 2 miles ay is beyond me.

ra 21. I can quite understand that the arrangement invented by the Ex. Engineer in the Presidency division of leaving everything to do itself somehow necessarily lead to the Accountant drafting all sorts of letters all sorts of persons and many

other things as that of the Sub Divisional officers disliking the arrangement especially is a chief exponent of it. but that did not justify Accountant in suppressing the Report of one Sub-Divisional officer which Executive Engineer intended should go before the Supdg Engineer and in foisting on to the Supdg Engineer one prepared by Accountant.

20. Paras 22 + 23 of explanation. Whilst I was Executive Engineer and Mr Dumphy was Accountant I did not report adversely of him or otherwise than favorably so far as I can — remember.

21. Para 24. I allowed no one to be present during my investigation of these matters advisedly: for, notwithstanding Col. Thompson's first suspicion, duly communicated to me by him, and Mr Mac Alister's report of 17th May 1889. I thought it right that I should get to the bottom

of the matter in hand myself — to have
had any person at all other than the
witness under examination present
would have tended to prevent me
finding the truth and most certainly
for me to have had that person present —
who was because suspected — the one
most probably and chiefly implicated —
would or might have deluged me
with witnesses, evidence by whom I
had neither time nor necessity to
examine — and would have magnified
all this gruesome writing an
hundred fold. I selected such
witnesses only as were within reach
and whom I thought could aid me
in this search after truth — maybe
I have not got it all now — but the
explanation of Mr. Dunphy does not
remove 1st, 2nd, 3rd or 4th charges from him.

I would, in the interests of
Government, press for his dismissal

1443
9D

Office note from the Examiner P.W. Accts
No. 1998, 17th January 1890 to the Secy to Govt. P.W.D.

Your Office note No. 87C of 8th Jany 1890.
Accountant Mr. Dumphy

I have carefully considered the explanation
submitted by Mr. Dumphy, and also Col. Burton's
remarks thereon, and I see no reason to modify
the opinions expressed in paras 12, 13, 14, 15 & 18
of my previous note, No. 1071 of 1.8.89, to the
effect that Mr. Dumphy did take advantage
of his position to endeavour to obtain for
Mr. Ashworth, by illegitimate means, a pay-
ment largely in excess of what Mr. Dumphy
well knew to be due to him, and that he is
therefore not a fit person to be retained in
the service of Government, and I cannot
find that Mr. Dumphy in his long de-
fence, has explained away or accounted
for a single material circumstance bearing
upon the 3rd & 4th of Colonel Burton's charges.

2. With regard to the 1st charge, that
of endeavouring to persuade the Executive
Engineer that the Supdg. Engineer had
authorised the raising of the rates, I do not
think the evidence is equally convincing,
some of the letters in point being apparently
missing. And as regards the 2nd charge,
that of inducing the Executive Engineer
to make an overpayment of Rs. 499-9-0 — I
doubt

3102 G

doubt whether the evidence is sufficient to prove more than carelessness, though painfully culpable carelessness. The case, however, with regard to the 3rd & 4th Charges, the charges relating to the transaction referred to in para 1, seems to me so clear, that it is not worth while to consider the other charges very closely.

3. I return the enclosures received with your office note.

No. 1235G

All communications should be addressed to the Secretary.

GOVERNMENT OF INDIA.

PUBLIC WORKS DEPARTMENT.

GENERAL.

SIMLA, THE 10th May 1890

The under-mentioned papers are forwarded to the Secretary to the Government of Madras, Public Works Department, with reference to its letter No. 50 D. dated 29th April 1890.

By order,

[illegible]
Under-Secretary.

Document referred to.

Enclosures forwarded with Madras Government letter No. 834 W., dated 14th March 1890.

(Papers regarding the dismissal of Mr. D. Dunphy, late Accountant, Public Works Department from the public service)

Secretary to Government
10 MAY 90
P.W. Department, Madras

S. W. (No. 482

No. 50 D d/28. IV. 90

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Recd. 19. V. 90
" 22. 5. 90

No. 1443 W d/23rd May 1890

No. 1443 W d/23rd May

Recorded.

22. 5. 90

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