P.W.

~~Marine~~ (1899) Department.

G.O., No. 1108 W

DATED 25 April 1899

[Despatch Abstract.]

M. R. Ry. T. K. Raghavendra Rau, Accountant

Directing that — be reduced to th[illegible]p. of the 8th grade as a punishment for his disloyal and improper action in undertaking to write for ~~contractor~~ Shaik Hussain Saib, Contractor for the Wandiwash Taluk office, a letter advancing claims against Govt, and that the papers on this subject, ordered to be printed & circulated in the Dept to serve as a warning to all members of office establishments.

[illegible]

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

GENERAL.
ESTABLISHMENT.

Government {1899} of Madras.

PUBLIC WORKS.

Recd. } 1899. *Enclosures*
Regd. } *Spare copies*

G.O., No. 1108 W., 25th April 1899.

APRIL.

M.R.Ry. T. K. Raghavendra Rao, Accountant, 6th Grade

Directing that — be reduced to the top of the 8th grade as a punishment for his disloyal and improper action in undertaking to write for Shaik Hussain Sahib, contractor for the Wandiwash taluk office, a letter advancing claims against Government, and that the papers on the subject be printed and circulated in the department to serve as a warning to all members of office establishments.

G.O.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Establishment.

Read—the following papers :—

Endorsement by Superintending Engineer, IV Circle, dated 9th December 1898, on letter A from Executive Engineer, North Arcot, with connected papers.

Note by the Executive Engineer in charge, I Circle, dated 21st December 1898.
Memorandum, dated 9th January 1899, No. 172 C.
Letter from Shaik Hussain Sahib, Contractor, dated 9th March 1899.
Memorandum, dated 15th March 1899, No. 1599 C.
Copy of letter from the Executive Engineer, Bellary Division, dated 18th March 1899.
Office-note to the Examiner, Public Works Accounts, dated 25th March 1899, No. 1793 C.
" from the " " " " 28th " " No. ——.

Order—No. 1108 W., dated 25th April 1899.

Accountant T. K. Raghavendra Rao, late of the North Arcot division, has been shown, on his own admission, to have drafted, for a contractor, a letter advancing various claims against Government in connection with work done on the Wandiwash taluk cutcherry. In this letter appear extracts from certain confidential papers, which the Executive Engineer naturally considers must in consequence have been furnished by the Accountant to the contractor. The Accountant, however, states that the contractor had obtained these confidential extracts before he undertook to draft a letter for him. After careful inquiry, it turns out, however, to be morally impossible that the contractor could have obtained information from confidential papers except by the aid and connivance of the Accountant.

2. In the absence, however, of positive proof that the Accountant can be held liable for prosecution under Act XV of 1889 (Indian Official Secrets Act), His Excellency the Governor in Council is not inclined to proceed further against the Accountant on the charge of his having communicated confidential information; but directs that the Accountant be reduced to the top of the 8th grade as a punishment for his disloyal and improper action in undertaking to write, for a contractor, a letter advancing claims against Government.

3. This order will be printed and circulated in the department to serve as a warning to all members of office establishments.

(True Extract.)

(Signed) A. W. SMART, Colonel, R.E.,
Ag. Secy. to Government.

To the Examiner, Public Works Accounts.
" all Superintending Engineers.
" the Consulting Architect to Government.
" the Chief Engineer for Irrigation.
" the Consulting Engineer for Railways.
" the Superintendent of Works, Lighthouse Division.
" the Executive Engineer on special duty, Vizagapatam Harbour Scheme.

Exd. T. K. Narayana Aiyangar.

P. W. DEPARTMENT.

Read the following :—

Flag A — Endorsement dated 9.12.98, by S.E. IV Circle on letter A from E.E. North Arcot with connected papers
Note by the Executive Engr. in charge I Circle d/ 21.12.98.
Flag B — Memorandum No. 172 C dated 9th January 1899.
Flag "C" — Letter from Shaik Hussain Sahib, Contractor, d/ 9th March 99
Do — Memorandum No. 1599 C dated 15th March 1899
Flag "D" — Copy of letter from the Executive Engr. Bellary Dn. d/ 18th March 1899.
— " — Office Note to the Examiner P.W. Accts No 1793 C d/ 25th March 1899.
— " — Do From — Do — do — No — d/ 28th March 1899.

Circulated to H.E. the Governor

ORDER. No: 1108 W d/ 25-4-99

Accountant T. K. Raghavendra Rao, late of the North Arcot Division, has been shown on his own admission, to have drafted, for a contractor, a letter advancing various claims against Government in connection with work done on the Wandiwash Taluk Cutcherry. In this letter appear extracts from certain confidential papers, which the Executive Engineer naturally considers must in consequence have been furnished by the Accountant to the contractor. The Accountant, however, states that the contractor had obtained these confidential extracts before he undertook to

Issue

Read by A.W.
5.4.99

to draft a letter for ~~the contractor~~ him. After careful inquiry, it turns out, however, to be morally impossible that the contractor could have obtained information from confidential papers except by the aid and connivance of the Accountant.

2. In the absence, however, of positive proof that the Accountant can be held liable for prosecution under Act XV of 1889 (Indian Official Secrets Act), His Excellency the Governor in Council is not inclined to proceed further against the Accountant on the charge of his having communicated confidential information; but directs that the Accountant be reduced to the top of the ~~7~~ 8th grade as a punishment for his disloyal and improper action in undertaking to write, for a contractor, a letter advancing claims against Government.

3. ~~These papers~~ This order will be printed and circulated in the Department to serve as a warning to all members of office establishments.

ARK
31.3.99.

1/4/99

I am satisfied that this officer has committed a breach of trust, and I agree that he must be punished. The punishment recommended in the Note is that he be reduced from his place ~~at the top of~~ in the sixth grade, with pay at Rs. 100, to the top of the 7th grade, with pay at Rs. 80. The offence is, to my mind, a serious one, and the punishment recommended seems to me too light. He ~~will~~ would only lose three places by it, and on the occurrence of the next vacancy, he would step back into his present grade. He should, I consider, be reduced to the top of the 8th grade with pay at Rs. 60. (I assume is the rate. I cannot find any certain information.) The papers should, in my opinion, be printed and circulated in the Dept.

J.E.H.
20.4.99

Rs 60 is the salary of the 8th grade

2 P

Revised [illegible] to all Offices except Examr
[illegible]
2/5/99

Issue as altered in red ink in para 2.
Send fair for signature through S.A.W.1
Rv
24.4.99.

To

The Examiner P.W. Accts
All Supdg. Engrs.
The C.A. to Govt.
The Chief Engr. for Irrigation
" Consg. Engr. for Railways
" Supdt. of works, L.H. Divn.
" Ex Engr. on special duty, Vizag. Harbour Scheme

D 12/5/99

1108W

P.W.D.

Note

In G.O. No. 171 W, D/ 20.1.98 flagged x, Govt. rejected a petition from Shaik Husain, Contractor for the Wandiwash Taluq Cutcherry, in which he represented that he had not been properly paid for work turned out by him. In para 7 of this petition, flagged A, the contractor stated that "his final bill was not at all prepared in accordance to the ~~Supty. Engr's~~ proposal made by the Supty. Engr.", and, in # one of the documents which accompanied the petition, the petitioner gave extracts from the Supty. Engr's lette No. $\frac{117}{NA}$ D/ 7.3.96 flagged E.

# Printed Memo. flagged U

2. The petitioner had previously (in March 189 an appl te

SAW

E. 8/4/99 · R. 21/4/99

applied for a copy of the Supdg. Engr's letter referred to above, but the Chief Engineer declined, in Memo No. 2745 C of 2.6.97, flagged H, to furnish him with a copy of it, as it contained many privileged remarks, which it was not desirable that the contractor should see. From the man's petition, it is clear that he did have unauthorised access to this document, as he quotes extracts from it.

3. Mr. Pears, Ex: Engineer, N. Arcot Division, in Decr.# last came into possession of a draft petition from the contractor to the Chief Engineer, which is in the handwriting of T.K. Ragha-endra Row, late Accountant the N. Arcot Division Office, in

# Letter flagged M.

in which quotation from the Supdg. letter referred to above are given. There are good grounds therefore for concluding that this Accountant furnished the contractor with information from the confidential Supdg. Engr's letter in defiance of orders, it is [illegible] presumption that the & assisted him to draft a letter advancing ~~to base his~~ claims against Govt.

4. This draft petition was shown to the Accountant at Berhampore, where he is now serving, by the Executive Engineer in charge of I Circle ~~Ganjam Division~~, & his explanation taken down in the presence of the Mr. De Morgan. The Accountant admits that the petition is in his handwriting. His explanation is that the contractor came to him

several

several times with a request that he would help him to draw up a petition to Govt. with reference to settlement of his claims, & that yielding to the Contractor's importunity he finally consented to draft the petition. He however denies that he took extracts from the Supdg. Engr's letter, & can only explain their presence in the draft petition by supposing that the extracts, or a copy of the letter, were among the papers which the contractor showed him. He also states ~~that~~, thinking that he had done wrong, he did not complete the petition, but told the contractor to go away & get it written by somebody else.

- Mr. De Morgan's opinion [illegible] explanation is a very [illegible]me one.

The Contractor was next asked, in Memo No. 172 C.D. 9.1.99, flagged B, to report how he came into possession of official documents from which extracts are given ~~+~~ by him, & by whom the documents or extracts therefrom were given to him.

6. The Contractor's reply, (which he took a long time to furnish) is that the decision given by the Supdg. Engr. was placed in his hands by the then Ex: Engr., Mr. H. E. Clark, & that finding it very useful he began to copy it, & completed the first two paragraphs, when the Ex: Engineer snatched it away from his hands, saying that he would not allow it to be copied.

7. These papers were forwarded to Mr. Clark

report. That office states that he has no recollection of the incident. It is possible that he may have shown ~~him~~ the contractor, or informed him of the substance of the Supdg. Engr's decision, but he does not think that he would have given him the papers and ~~allo~~ allowed him to copy a portion of it in his presence, & then suddenly take it away from him without remembering even at this distant date something of the affair. He believes therefore that the contractor's version of the affair is probably misleading, & that he had not the papers in his possession long enough for him to make extracts from them.

8. As there is *prima facie* ground to conclude that the Accountant has aided the Contractor in formulating claims against Govt. & in furnishing him with information contained in confidential papers, & as it is desirable to make an example of offenders, such practices being notoriously common in the office establishments of the P.W.D., the Examiner was requested to look through the papers &, taking the man's previous record into account, to state what punishment he considers would meet the case.

9. The Examiner thinks it c/s [illegible] be unw[illegible]. to do more than punish [illegible] next [illegible] man for de[illegible]mental

departmentally as the evidence in regard to furnishing extracts from confidential papers is not sufficient to secure the Accountant's conviction under Act XV of 1889 (the Indian Official Secrets Act). He therefore recommends that the Accountant, who is now in the 6th grade, 3 places from the bottom, drawing Rs 100 p. m. be reduced to the top of the 7th grade. He would thus lose 4 places & Rs 20 ~~p. m.~~ per mensem.

10. The undersigned considers the suggested punishment sufficient; There is an absolute certainty that the accountant was not loyal to Govt: & aided the contractor in a manner which he ought not to have done, but there does not seem sufficient evidence to secure the man's conviction for communicating official secrets in a Court of Law. A draft order carrying out this punishment is submitted for approval, & it is proposed to print, & circulate the order in the dept. to serve as a warning to all Members of office establishments.

APK
8.4.99.

DW.

Rwd

for W.

N.B. The correspondence with the S.E.'s I and IV was confidential, and carried on by means of D.O letters, until the case against the Acct was complete. With all precautions, however, it was impossible to avoid the possibility of the Accountant's communicating with the Contractor, & the length of time that the latter took to reply to the simple query addressed to him renders it probable that such communications took place.

ACK

6

No. 1793C.

Government of Madras.

P. W. DEPARTMENT.

Madras, 25th March 1899.

OFFICE NOTE.

No 1599C of 15-3-99
" 172 C " 9-1-99
D.O. from Mr. De Morgan 25/12/98
" 171 W of 20-1-98 & file marked on the back of A.

No 1399 W of 3-6-98
" 4856 C " 15-11-97
" 3431 W " 2-12-96.

From W

To C

The Acting Chief Engineer considers that there is prima facie ground to conclude that the Accountant has aided the Contractor in formulating claims against Government, and in furnishing him with information contained in confidential papers. Such practices are notoriously common in the Office Establishments of the P. W. D, and an example should be made of offenders. It is requested that the Examiner will be good enough to look through the papers, and, taking the man's previous record into account, to state what punishment

P. W. 48.
500-24.3-98.

punishment he considers will meet the case.

ACR
24.3.99.

D.W.

W.

If the evidence that the accountant had given official information to a contractor were apparently sufficient to establish the accountant's guilt in a Court, I would advise that he be prosecuted under act XV of 89 (the Indian official secrets act) and meanwhile suspended.

But unless the evidence of this is convincing enough for a jury it would I think be unwise to do more than punish the accountant departmentally for improper business relations with a contractor.

There is undoubtedly a very strong probability of the accountant's guilt under the above act but I fear that we should fail to prove it, and we have positive proof of his having improperly assisted the contractor against government in the matter of a petition.

J K Raghavendra Row has always been well thought of by my predecessors – by the late Mr Sherlock Hubbard more especially. He is a Tamil man & is now in a Telegu division.

He is now in the sixth grade of accountants, 3 places from the bottom of that grade – drawing Rs 100 p.m.

If he were put down to the top of the seventh grade he would lose 4 places and Rs 20 p.m. and it would be an example throughout the Dept.

N.D. Offg C
28-3.

P. W. C No. 1899/2830

Regd – 30/3/99

W

I think C's suggested punishment is sufficient. There does not seem to be evidence sufficient to secure the man's conviction in a Court of law, but there is an ~~moral~~ absolute certainty that the Accountant was not loyal to Govt & aided the Contractor in a manner which he ought not to have done.

ACR
29.3.99.

The Acct. should be degraded 4 places as proposed by C. The order should circulate in the Dept. as a warning to office members.

29/3/99

With file in original – to be returned.

Letter from the Executive Engineer, Bellary Division, No. A dated 18th March 1899:

With reference to your Memo No. 1599 C dated 15th March 1899, I have the honour to report that I have no recollection of the incident which is stated by the Contractor in para 1 of his petition to have taken place. It is possible that I may have shown him or informed him of the substance of the Superintending Engineer's decision but I do not think that I could have given him the paper and allowed him to copy a portion of it in my presence and then suddenly taken it away from him, without remembering even at this distant date, something of the affair.

I believe, therefore, that the Contractor's version of what occurred is probably misleading and that he had not the papers in his possession long enough for him to take extracts from them.

The date on which the episode is supposed to have occurred is nowhere stated.

The Superintending Engineer's order is dated 7th March and I was relieved of the Division on the 10th or 11th. It is just possible, therefore, that the Contractor may have made a mistake with regard to the identity of the Officer in Charge of the Division at the time.

The Confidential papers received are returned in a separate cover addressed to the Deputy Chief Engineer.

Rd.
24.3.99

1,000—17-2-99.

A.

2830

W

C for c.i

Acct S. K. Raghavendra Rao, late of the North Arcot Divn, has been shown, on his own admission, to have drafted for a Contractor a letter advancing various claims against Govt in connection with work done on the Wandiwash Taluq Cutcherry. In this letter appear extracts from certain confidential papers, which the Ex Eng notably considers must in consequence have been furnished by the ~~Contractor~~ ~~to~~ Accountant to the Contractor. The Accountant to however, states that the Contractor had obtained these confidential extracts before he undertook to draft a letter for Govr ~~on his be~~ ~~half~~ ~~for the Contractor~~ ~~advancing claims against Govt.~~ After ca ful enquiry, it turn

Recds in Pro form. Rev 29. 3. 99.

and Rs 20 p

5.99 an example throughout

N. R. Offg C
28-3.

[P. W. 41.]

ent, however, the morally impossible that the Contractor could have ~~hav~~ obtained information from confidential papers except by the aid & connivance of the Acct.

2. In the absence, however, of positive proof that the Accountant can be held liable for prosecution under Act XV of 89 (Indian Official Secrets Act), the Chief Engr. — H.E. the Govr. in Council is not inclined to proceed further against the Acct. on the charge of his having communicated confidential information; but, with the assent of the Ex. P.W.A., — omit directs that the Acct. be reduced to the top of the 7th grade as a punishment for his disloyal & improper action in undertaking to write, for a Contractor, a letter advancing claims against Govt.; or ~~in [illegible] information to enable him [illegible]~~

3. These papers will be printed & circulated in the dept. to serve as a warning to members of office establishments.

ACK
29. 3. 99

29/3/99

To ~~Govt~~
The Examiner, P.W. Accts.

Petition from
Forwar
Engineer, Bella
printed mem
in the accom
favour of re
the brief time the
been lent to
self, that the ext
Could have bee
likely that t
the Contractor
dential pap
Cover.

To
H. E. C
throug

RK

Put up the file connected with C No. 10469 & 11892 of 97.
RW
5.1.99

SHW

Submitted
5.1.99

P. W. 41.

A

No 1549C

Government of Madras,

Public Works DEPARTMENT.

MEMORANDUM.

Dated Madras, 15th March 1899

Petition from Shaik Hussain Sahib, Contractor, Chittoor, d/9th March 99

Forwarded to Mr. Clerk, Executive Engineer, Bellary Division together with Contractor's printed memorandum C and with the documents in the accompanying Confidential Cover, for favour of report whether it was possible, during the brief time the document is stated herein to have been lent to the Contractor by Mr. Clerk himself, that the extracts from Confidential papers could have been made. It appears ~~for~~ far more likely that the Accountant himself supplied the Contractor with information from Confidential papers, vide documents in Confidential Cover.

(By order)

A. K.

Deputy Chief Engineer.

To

H. E. Clerk, Esq., with 2 Enclosures through the Suptg. Engineer, III Circle

P. W. 41.

A.K.
29.3.99.
3/99

Please compare the draft with the original petition, & ask for a specimen of the Accountant's hand writing. If the charge made is so far proved to be correct, he shd be called upon for explanation. The papers shd be safeguarded.

12.12.91

W

1. Send me a specimen of the Acct's writing, & it is the same as the draft replying to Chief Engr's 2745 C of 2.6.91.

2. Whether the Contractor based his reply on cover.

ASK

his draft cannot be ascertained unless the S.E. forwards the Contractor's reply to this Office. The S.E. says he ~~for~~ returned the Contractor's petition with ~~this Offr~~ his 4326 L x of 26.10.97, but he does not seem to have done so. In accompanying file, flag B.

ASK
12.12.98.

x This is an endorsement of this office, & not the S.E.'s at all. Draft to S.E. put up.

2. The Contractor's Memo, flagged B in accompanying file, seems to be based on the Acct's draft reply to this office 2745 L of 2.6.97. & there seems little doubt it was drawn up for the purpose. The Acct might be called on for his explanation.

x written in his handwriting
14.12

ASK
12.12.98.

Yes. Please
14.12.98.

Sent
dys off
call

documents in Confidential cover. ASK 16/7

his claims for a

15/7/99

INDEXED

letter's draft can

Public Works (1899) Department.

CURRENT No. 2258

No: 1599 C of 15-3-99

From

Shaik Hussain Sahib
Contractor, Chittoor.

No. –

Dated 9. 3-99

Received } 10. 3-99
Registered }

Enclosures .

Spare copies. .

W

Forwarded to Mr Clerk, Ex. Engr. Bellary Divn. together with the contractor's forwarded memo documents in the accompanying confidential cover, for favour of report whether it was possible, during the brief time the document is stated herein to have been lent to the Contractor by Mr Clerk himself, the extracts from confidential papers could have been made. It appears far more likely that the Acct. himself lent the Contractor information from confidential papers, vide documents in confidential cover.

ASK 16/3
15/3/99

SUBJECT.

Wandiwash taluq Cutcha

Reporting as to how he came in possession of official documents from which extracts are given in the memorandum which accompanied his petition re his claims for work done

INDEXED

9	Pointing with tar and asphalt...	2	8	0	3	0	0	app find
10	Earth work for levelling and clearing compound... ...	73	5	11	200	0	0	not cuto inse *in t* sent *of t* rece orig *fina*
11	Trainage from Arcot to Kalambur...				72	2	1	*Arc* Offi
12	Brick in clay platform with plastering...				323	13	0	wri *the* *mou* *offi* and also *Tab* hav rub foll acc ove Bri Pla
13	Special work in Jailwards for the 5 Stones	25	0	0	125	0	0	but paid *Ti* for *a s*
14	Junglewood ceiling planks ...							ord Su pe 28t of ac
15	Teakwood punkas	20	0	0	24	0	0	R

100

100

BACK PAPERS.

G.O.	No.	Department.	Date
	1793C	P.W.	~~9.4.99~~ 25.3.99
	171W	"	20.1.99
	4326C	"	26.10.97
	2745C	"	2.6.97
	1963C	"	5.4.97
	1104C	"	24.2.97
	80W	"	8.1.97
	4682C	"	8.12.96
	2979W	"	21.10.96

+ papers

FURTHER PAPERS.

G.O	No.	Department	Date.

CHIEF SECRETARY
13-OCT. 1897
GOVERNMENT OF MADRAS

8/11.47
3-NOV.97
P.W.D
NORTH ARCOT DIVISION

Memorandum of the several items for wh h rates are due to me for reasons stated in the remarks column on account of the constr tion of Wandiwash Taluq Cutcherry.

Item No.	Particulars.	The rate as allowed in the final bill.			The rate now claimed by me.			Remarks.
1	Table moulded bricks in mortar	20	0	0	26	0	0	he rate claimed is the Schedule rate of 1891, in which the agreement is writt n and it was passed by the Superintending Engineer and it runs thus :— "*He (Contractor) must accept the schedule rates. The estimate rates being the then schedule rates, inequity he cannot be considered to claim more than the full schedule rates*". The rate of the final bill is only *one Rupee in excess* of that allowed for *ordinary bricks in mortar, which has been allowed in the agreement.* But according to the orde I should be allowed the rate of Rs. 19 + the excess allowed in the schedule rate m re than the ordinary bricks in mortar. As per the schedule rate of 1891 the sum is Rs. 24. *N. B.—For more explanations of every items refer the printed petition (Exhibit I.)*
2	Do. Flat arch work ...	22	0	0	28	0	0	he above remarks are applicable to this.
3	Do. Circular do do ...	23	0	0	29	0	0	Do Do.
4	Cut stone beneath the iron doors, iron windows and Pillars &c., ...	1	1	0	1	8	0	Cut stone work for *arch* finds a place in the agreement but that was altered. This item finds no place in the agreement. The claim is based upon the Superintending Engineer's order quoted above. The stones were brought from a long dista ce of 26 miles (Arni).
5	U. K. mark teakwood ...	0	0	0	1111 L.S.	0	0	As ordered by the Executive Engineer and sub-divisional officer I have used this 1st *Class English teakwood and is the quality usually shipped to Europe and not to Madras marked Europe or U. K.* though according to the *specification* I must have used only the *Indian selected teakwood.* As such I am entitled to receive the excess which I paid more than the Indian selected wood. It will be clearly seen from the (Exhibits F_1, F_2, F_3 and E) the differences between *English selected* and *Indian selected* and the orders to procure this English selected. I already filed the copies of the measurement lists *for* 20 *tons and* 10 *ft.* and the deposit receipts which I obtained from Messers Arbutnot and Co.—who procure this teak from Rangoon. For the teakwood item only the agreement-rate was given to me. No excess rate nor a L. S. was given to me for this U. K.
6	Iron grated doors with shutters, without shutters, iron gates, iron windows &c...	0	2	0	0	3	6	n the agreement no rate was provided for these works. The final bill was made at the proportionate rate of 2 annas per lb. The claim is based upon the a ove quoted Superintending Engineer's order—*i. e.*, at $3\frac{1}{2}$ annas per lb.
7	Plastering 3 coats with ordinary chunam	2	8	0	3	12	0	he agreement provides only 2 *coats at Rs.* 2—8—0, but 3 *coats* were specially order d by the Sub-Divisional Officer upon communication of the following two order received from the Executive Engineer :— 1st "*All these rooms not yet plaste red (with shell lime) should be finished as above omitted. Three coats of plaster may e used if necessary.*" No. $\frac{579}{\text{S.D.}}$ dated 5th June 1894. 2nd "*The better class of pla stering may be done and an increased rate, to be settled hereafter will be allowed*" No. $\frac{588}{\text{S.D.}}$ dated 5—6—94. *Rs. 3—12—0 was paid in all the part payment bills* and t is not understood why in the final bill payment has been passed for Rs. —8—0 only. Though the two final bills were prepared as follows :— **"Pl astering 3 coats with ordinary Chunam Rs. 2-8-o."** When the rate of Rs. 3—12—0 was reduced to Rs. 2—8—0 in the 1st final bill. I gave a petition (in para Exhibit H) to the divisional officer requesting to pay m e according to the order at the rate of Rs. 3—12—0 for three costs and not at Rs. —8—0 which was mentioned in the 1st final bill. On the face of this the Exec utive Engineer gave a remark—"*Orders to this office have I think already been pase l*" *i. e.*, at Rs. 3—12—0. The Executive Engineer din't go to this work to in t after he passed this above remark.
8	Painting with 3 coats of white zinc paint	1	0	0	3	0	0	n *all the part payment bills a rate of Rs. 3—0—0 has been allowed* whereas e rate was awfully reduced to *one Rupee* for reaso best known ... The *two final* bills were prepared as llows by the

II Schedule rates

Before the work was completed, the contractor submitted a petition to the Executive Engineer to increase the rates for the items mentioned in it. For it the E. E. gave a reply that he would consider to increase the rates, if the Contractor finished the work within the allotted time, i.e. 31st March 1895. Further the contractor personally asked E. E. to increase the rates, for which the latter, H. E. Clarke Esqr. replied that he would fix the Schedule rates of 1891 & mentioned in detail the said rates, if the Contractor completed the work within the time.

So the contractor worked both day & night with torches burning all thro', to finish [illegible] work with in the said time, & he thereby incurred a horrible loss. After the work was completed within the specified time the same E. E. was very angry with the contractor for reasons not known to him. Hence he applied to the Super. Engineer thro' the same officer to increase the rates. Then a brief correspondence ensued.

Afterwards another petition was sent in thro' the same E. E. to the same Super. Engineer, in which the following facts were emphasized:—(a) The E. E. promised that he would fix the Schedule rates of 1891. (b) The final bill was not drafted in accordance with the decision given by the Super. Engineer.

Now the reply to the memorandum being over, I crave for your patient hearing to the following. To speak the truth, I was the master of about six thousands of rupees, just before I began the Contract. Now I have lost almost all I had & your hononour's self will bear me out in what I say if you have the kindness to go thro' the records. Now all I pray for is, that you should be good enough to compensate for my loss in whatever way you please, for which act of kindness I beg to remain for ever,

Your most humble & obedient
Servant

Contractor

9 March
1899

and by the same sub-divisional officer only :—

bill			1		1	188	15	6	188	15	6
visi		¼ Sft. of painting wood work with 3 coats of Zinc white paint	3	0	0	523	9	11	523	9	11
1443	1443	Do. Do. badly done	2	1	0	28	13	9	28	13	9
	3898	Do. Do. 3 coats of white Zinc paint	3	0	0				416	15	0

The rate claimed is the rate recommended by the Executive Engineer and ved by the Superintending Engineer on the ground that this item did not place in the agreement.

The amount provided in the estimate for this item *Rs. 200*—which was ufficient for removing the high ground which obstructed the view of the erry and it cost me more than Rs. 300. But the Sub-divisional Officer ted *Rs.* 28—14—7 *in the 1st final bill.* Again he increased it to *Rs.* 73—5—11 *2nd final bill* as the result of the objection petition (in para 13 Exhibit H) by me to the Executive Engineer. The level was taken *before the erection compound wall* and *no payment* was made to me *upto the final bill* though I ved *many part payments for the compound wall. The earth was not there* in its nal condition to take measurement *at the time of the 1st final bill or 2nd bill.*

The estimate only provides Rs. 100 for trainage from *Madras* upto *Arcot* stance of 61 *miles*). But now an additional distance of 44 *miles* (*i. e.*, from to *Kalamboor* had to be carried by the written orders of the Sub-Divisional er. No. $\frac{461}{M.}$ dated 31st October 1892 (Exhibit E).

The ground of claim is that this was incurred under the Executive Engineer's en order—"*You (contractor) will commence burning bricks at Wandiwash for ew Taluq Cutcherry there, six lacs of raw bricks are required they must be ded on a chunam floor which will be passed and paid for by the sub-divisional before you commence moulding.* No. $\frac{518}{M.}$ dated 29th July 1891 (Exhibt M), it was *paid partly* in all the *part payment bills* and those part payments were truck off in the final bills. *Plat form moulding bricks* were then altered to bricks then *these floors became useless.* The Sub-Divisional Officer without g any necessity demolished the two floors and made them into a heap of ish, though these floors are at about a mile distant from the cutcherry. The wing are the measurements of the two platforms which were constructed ing to the measurements mentioned in the two written orders of the —

k in clay. No. 2. 75 × 25 × ½ = 1875 cft. at Rs. 12 per 100 cft. = Rs. 225—0—0

tering 2 coats No. 2. 76 × 26 = 3952 sft. at Rs. 2-8-0 per 100 sft = Rs. 98-13—0

Total Rs. 323-13—0

This item was not provided for neither in the *estimate* nor in the *agreement*, this was done under the special orders on the understanding that I should be the actual expenditure which does not exceed that incurred by the department *pati Sub-Magistrate's cutcherry.* The rate of *Rs.* 25 for the 5 *stones* was allowed the *Chandragiri Taluk Cutcherry* because each stone work did not consist of *gle piece* as at *Wandiwash* and *Tirupati* but *several pieces.*

This was not provided for in the agreement but undertaken under the special s at the rate of Rs. 14 for 100 sft. for *jungle wood* as sanctioned by the erintending Engineer upon recommendation of the Executive Engineer on my tion, and communicated to me by the Sub-Divisional Officer No. $\frac{240}{S.\ D.}$ dated April 1894. The planks were supplied departmentally after the acceptance e above rate by me and hence I am entitled for the difference between the pted rate and the actual cost of the planks and not mere cooly.

The final bill was prepared at Rs. 20 each while the agreement allows at 24 each.

To The Secretary to Govt. P. W. D.
Madras.

Most Honoured & Respected Sir,

In response to the Memorandum
No. 172 C, & the Reminder of the Same, first permit me,
Shaik Hussain Saheb, Contractor, Chittoor, to humbly
apologise for the unwarrantable & more or less cul-
pable delay which was unfortunately due to, in place
of a proper English term, exhalation, or hard breathing-
forth, which I ever have during the cold Season. When
I was a little better, my child was awfully affected.
It took till now for her to recover. So I reply now
& beg to be excused for the delay.

~~———~~ Now to the topic at issue :——

I Extract from Superintending Engineer's decision
as regards the petition submitted by the Contractor
to the said officer thro' the Executive Engineer.

The decision given by the Super-
intending Engineer was placed in my hands
by the then Executive Engineer, H. E. Clarke Esqr.
I perused it & since I found it very useful
to me I began to copy it & completed the first
two paragraphs when the Executive Engineer
snatched it from my hands saying that he
would not allow me to copy it. I thereafter
applied to the Superintending Engineer as well
as to your honour for the copy of the said deci-
sion but both of you were not pleased to com-
ply with my request. I took some extracts
from the above-mentioned two paragraphs &
sent them to the Superintending Engineer
thro' the same Executive Engineer complain-
ing that the final bill was not drafted
in accordance with the decision given by the
Superintending Engineer.

II Schedule rates

Before the work was completed, the contractor submitted a petition to the Executive Engineer to increase the rates for the items mentioned in it. For it the E. E. gave a reply that he would consider to increase the rates, if the Contractor finished the work within the allotted time, i.e. 31st March 1895. Further the contractor personally asked E. E. to increase the rates, for which the latter, H. E. Clarke Esqr. replied that he would fix the Schedule rates of 1891 & mentioned in detail the said rates, if the Contractor completed the work within the time.

So the contractor worked both day & night with torches burning all thro', to finish [illegible] work with in the said time, & he thereby incurred a horrible loss. After the work was completed within the specified time the same E. E. was very angry with the contractor for reasons not known to him. Hence he applied to the Super. Engineer thro' the same officer to increase the rates. Then a brief correspondence ensued.

Afterwards another petition was sent in thro' the same E. E. to the same Super. Engineer, in which the following facts were emphasized:—(a) The E. E. promised that he would fix the Schedule rates of 1891. (b) The final bill was not drafted in accordance with the decision given by the Super. Engineer.

Now the reply to the memorandum being over, I crave for your patient hearing to the following. To speak the truth, I was the master of about six thousands of rupees, just before I began the Contract. Now I have lost almost all I had & your hononour's self will bear me out in what I say if you have the kindness to go thro' the records. Now all I pray for is, that you should be good enough to compensate for my loss in whatever way you please, for which act of kindness I beg to remain for ever,

Your most humble & obedient
servant

Contractor

9 March
1899

No: 172 C d/9-1-99 ✓ P.W.D.

C

E

Memorandum

With reference to his petition dated 9th October 1897 regarding his claims for work done on the Wandiwash Taluq Cutcherry, Shaik Hussain Sahib, Contractor, is requested to be good enough to report as early as possible how he came into possession of official documents from which extracts are given in his Memorandum marked as Exhibit C, and by whom the documents or extracts therefrom

1' Reminder issued 21.2.99

10/1/99

Rem. [illegible] with file

16/1/99

therefrom were given to him.

No. 171 W of 20.1.98 + file
1399 W of 3.6.98
3431 W of 2.1[illegible].96

AKR
6.1.99.
DW

Rd.

To

Shaik Hussain Sahib
Contractor
Chittoor
N. Arcot.

(~~Despatcher~~
send by post
registered)

No. A.

From
Mr. S. D. Pears
Exec. Engr. N. Arcot Divn.

To the
Superintending Engineer
IVth. Circle.

Dated Vellore, Dec. 6th. 1898

Enclosure 1.

Sir,

I have the honour to recall to your memory the fact that Sheik Hussein Sahib, the Contractor of Wandiwash new cutcherry applied to your predecessor about 2 years ago for a copy of the Superintending Engineer's order on which his final bill for the above work was framed. From the Chief Engineer's letter to you No. 1963 of 5.4.97 forwarded to me under your endorsement No. 161 of 9.4.97 it is to be inferred that Mr. Hannan declined to accede to the Contractor's request.

In my letter to you No. 614 of 22.11.97 I reported on a petition presented by this Contractor to Government. No copy of this petition was kept in this Office, but in my report above-quoted I commented on the fact that the Contractor had apparently had unauthorized access to the forbidden document inasmuch as the petition contained quotations from it.

I am now in possession of, and enclose herewith, what appears to be the original draft of that petition. It is in the handwriting of the late Accountant of this Office, T. K. Raghavendra Rau, now (Classified List to end of June last) in Negapatam Divn.

Under the circumstances you will probably think it advisable to call on him, through the Chief Engineer, to account for this document, after you have compared it with the original petition.

The offence of furnishing unauthorized copies – not to speak of positively forbidden copies as in this case – is a difficult one to detect, but it is far from uncommon, and if it is brought home to Accountant T. K. Raghavendra Rau it would be well to make an example of him.

I have &c.

S. D. Pears
Exec. Engr.
N. Arcot Divn.

Submitted to the Chief Engineer P.W.D. The Contractors petition – of which the enclosure to Mr Pears' letter is supposed to be the original draft – was returned to the Chief Engineer with this office endorsement No 4326 C d/ 26.10.97. Mr Hannan's* letter – a copy of which was applied for by the Contractor and refused by the Chief Engineer in his No 2745 C d/ 2 June 97 – is enclosed. If the Accountant's draft is the original of the Contractors petition, there can be no doubt that the Accountant furnished the Contractor with information in direct defiance of orders. As remarked by Mr Pears, it is extremely difficult to detect cases of this kind, and when brought to light they call for exemplary punishment.

*to be kindly returned

[illegible]

---

7. Urgent

N.a
7-3-96

To D.O. N. Arcot

This letter to be
Replied by a D. [illegible]

Enclos.
1. Petition
with its enclosures.

With reference to your letter No 692 dated 2nd March I have the honor to make the following remarks:-

The Contractor for the Wandiwash taluq cutcherry appears to have been ordered to do certain descriptions of work in connection with the Cutcherry for which he did not tender and without as far as I can see ~~without~~ any agreement being entered into with him as regards the rates to be paid him for such works. He now ~~naturally wishes~~ tries to take advantage of this remissness on the part of the Dept. and claims to be paid for this work not at schedule rate but at the rates paid on other buildings ~~works for~~ (e.g. the [illegible] and Tindivanam Cutcherry – His claim cannot be allowed. He must accept the schedule rates. His original tender for the Cutcherry was 2½ per cent less than the Sch. rates for the work. The estimate

rate being the then the schedule rates
In equity he cannot ask consideration
claim more than the full schedule rates — He has been allowed the full estimate rate by Col Smart or 2½ per cent. more than he tenders why or wherefore is not clear —

I approve of the rates allowed by you with the following exceptions

~~The difference in rates below~~

Item 6 The deduction of Rs 25-1-3 for encroached slabs can be remitted as it has been already passed billed for + paid — Exception sh^d have been taken at the time,

(7-8) Rs 4/8 should be allowed for teak as per ~~as~~ agreement —

(10) The one inch square iron bars should be paid for — It seems improbable that the Contractor would have done this additional work without orders. If no orders were given the EO sh^d have taken exception to the work at the time his not having done so implies that the work was ordered

(11) It must be ascertained if the filling in was done with gravel — Surely

3-3-96

this work was billed for ~~at the~~ long ago and if it has been billed for + paid it cannot be disallowed now — I do not see why the Contractor should use gravel unless he was ordered — If he was not ordered objection sh^d have been taken at the time ——

(14) If the ~~contractor~~ plastered with 3 coats as per orders ~~[illegible]~~ he sh^d be paid for 3 coats as per schedule rate
If he plastered with 3 coats without orders and it is not clear why he sh^d do so exception sh^d have been taken at the time, ~~As~~ the seems to have been paid for 3 coats I do not see how it can now be disallowed ——

(16) ~~The [illegible] was done + paid for~~
This is a heavy reduction in the rate with which the contractor agree to do the work again — The work has been already paid for. when passed —

23-3-96

17 — The charges to be paid at schedule rate [illegible]

(2) [illegible]

18 — [illegible]

21 [illegible]

[illegible] ~~[illegible]~~

[illegible] often [illegible] the most casual and unauthorised [illegible] work [illegible]

[illegible]

19 — If it be [illegible] for a [illegible] of sum [illegible] must be paid otherwise [illegible] by measurement at schedule rate

21 — The schedule rates for [illegible]

[illegible] for [illegible]

24 — [illegible] entered

[illegible]

25 — As the [illegible] allowed Rs 4/8 for teak wood for building [illegible] can be had at the same rate for the [illegible]

B

Chitrabin

To

The Chief Engineer

P.W.D.

Honoured Sir

~~your~~ With reference to your honour's Endorsement ~~No.~~ 2745 C.D. 2d June 1897 ~~on~~ ~~my petition dated~~ to the effect that the final bill for ~~[illegible]~~ Cutcherry has been prepared in accordance with the Supdg Engineer's settlement & ~~that~~ a copy of the Supdg Engineer's letter on the subject cannot be furnished to me,

I beg permission to state ~~that~~ the bill has not been prepared in accordance with his decision as will be seen from the following explanation. I beg ~~I~~ also to be pardoned for my liberty in addressing your honour again on the subject because my case has been harshly dealt with & I am loser of thousands of rupees in ~~the~~ my contract for the above work. Had the loss been ~~a few~~ some hundreds or a thousand at least, I would not dare to ~~[illegible]~~ trouble your honour a second or a third time —

× This is a ref. [illegible] of Chief Engr office to the Contractor

A.L.K.
14-12-98

public works [illegible]

pillars ~~[illegible]~~ & steps &c. The rate allowed in the
bill is Rs 1-1-0. I tried to make out how the
rate was arrived at, but I cannot [illegible]
~~I consider a rate of~~ ~~[illegible]~~ No rate is fixed
for this kind of work in the Schedule or in the agreement ~~of 1891~~.
I consider a rate of ~~[illegible]~~ Rs 10-1 ~~8-10~~ is a quite little for
the pillars ~~[illegible]~~ 3/4 of the cut stone steps had to be
brought from a distance of 10 miles (Arni) for which
the department promised an additional rate ~~[illegible]~~ the remaining one quarter being [illegible]. So, if
the original ~~of~~ work of cut stone arch work had
been carried out, I would have been entitled to a rate
of Rs 1-12-9. Taking the work ~~[illegible]~~
for example, Rs 22 is allowed for arch work, Rs 20 is allowed for ordinary work ~~allowed for~~

10 : 1 : : 20/22 : 1

∴ [illegible] 1-12-9, or 115/64 [illegible] 5 20/22 × 115/64 = 575/352 or Rs 1-10-1 should be allowed for ordinary work.

~~Here also I do not think that S.E.'s decision~~
~~has been followed~~ for 3/4 of the work due & 1/5 [illegible] for
one quarter of the work. Here also I fail to see
how S.E.'s decision has been followed.

(4). Iron grated doors with shutters ~~[illegible]~~ iron gates & iron windows. ~~&c.~~ —
My agreement rate for wrought iron work in trusses is
2 as per lb. This ~~work~~ item is billed for at that rate
which I accept. ~~[illegible]~~
~~[illegible] iron grated doors [illegible]~~ ~~The~~
~~Schedule rate for [illegible]~~ ~~the~~
~~above 3 such items~~ But for the above 3 items, the rates of
2-6-0, 1-12-0 ~~[illegible]~~ and 1-4-0 have been
allowed in the bill ~~[illegible]~~ per square ft. while
the Schedule rate is 0-3-6 per ~~ft~~. I would

know whether by ~~allowing~~ giving these rates, the Schedule
[illegible] rate 0-3-6 has been allowed to me. What I
[illegible] is ~~that~~ I may be paid at 0-3-6 per
[illegible] give it less ~~less~~ than the rate of 2-6-0,
1-12 & 1-4-0 per sft. or ~~[illegible]~~ more.

petitions previously sent to

21. 12. 98. Berhampur.

1. The draft petition was shown to T.K. Raghavendra Rao, late accountant in the N. Arcot division. He admits that it is in his handwriting.

2. On being asked to explain how it happens that the draft petition contains extracts from the Superintending Engineer's letter. (a forbidden document) he states that at the time he was appt. to the Division (N. Arcot) (May '96 according to Classified list) the work of Wandiwash new Cutchery had been sometime compl He recollects that a sum Rs 2000 amount was lying unsettled in deposit. The Contractor, Sheik Hussain Sahib came to him several times, with a request that he would help him to draw up a petition to Government with reference to settlement of his claims ~~to~~ on the work. He states that the Contractor brought with him a bundle of papers for reference; among which were the old petitions previously sent to Govt

[illegible] papers in manuscript relating to transactions with reference to the work.

He admits that he finally consented to draft a petition (which he recognizes as exhibit B). He also admits that he was wrong in doing this, but that he yielded to the Contractor's importunity. He, however, denies that he took extracts from the Superintending Engineer's letter, and can only explain their presence by supposing that the extracts & a copy of the letter were among the papers which the Contractor showed him. He also states that he wrote the petition, and thinking that he had done wrong, told the Contractor to go away and get it written by somebody else. He further says that he did not complete the petition, (which is of course evident from Exhibit B).

—

This is the accountant's explanation taken in my presence on 21.12.98

97?
The Accountant was not in the Dt in March 96

Having admitted that the petition is in his own handwriting it is the only explanation he could offer, and is in my opinion a very lame one.

He came as accountant to N. Arcot in May '96. The forbidden document was ~~drafted~~ written in ~~May~~ March '96; and was on a file to which he must have had frequent occasion to refer. He wishes it to be inferred that the copy of the forbidden document or extracts, therefrom must have been among the papers shown him by the Contractor, and that he made the entries inadvertently. This is very improbable. If the Contractor had previous access to the forbidden letter, it would not have been necessary for him to apply to the accountant to draft the petition. The accountant has in the draft petition marked ~~was perfectly~~ ~~well aware that~~ the extracts by inverted commas. ~~he was~~ In any case, he must have been perfectly well aware that they were extracts from a forbidden document, as he admits that the Contractor frequently importuned him to write the petition, and the refusal to allow the Contractor a copy of the forbidden

letter must have formed a
subject of discussion; and the
~~[illegible]~~ unwillingness of the accountant to comply
at first, until the Contractor's requests
shows that he was fully aware
of the gravity of the offence he
was about to commit.

W D Morgan
EE (1)

W

The case against the Acct is
a strong one, but before passing
orders it might be well to ask
the Contractor by whom the ex-
tracts from official documents,
printed in his printed memo
(Exhibit C) were communica-
ted to him.

ACK
2.1.99.

Yes please

3.1.99

Mr Clerk.
Please read (1) documents A & B
with Mr Hannan's final letter.
(2) Mr de Morgan's examination
of the Acct & defence of the latter.
(3) letter from Contractor Shaik
Hussain.

ACK
15.2.99.

22.12.98

To,

The Superintending Engineer
First Circle

Respected Sir,

In addition to the deposition
made orally before you the day
before yesterday, I beg to add the
following which did not come to my
memory owing to lapse of time & request
that this may be forwarded along with [illegible] to
the above deposition

1. I beg to submit that I wrote
the incomplete petition I refer to below
with reference to the bundle of papers
which the Contractor had brought with
him & which contained one or two printed
petitions which he had already submitted
either to the Supg Engineer IV circle or
to the ~~Supg~~ Chief Engineer. I now fully
remember that the quotation I had
made use of viz "owing to seriousness &c"
which was shown to me by you was
in one of the manuscript copies he

he had with him.

2. I saw the office copy of the IV Circle Supg Engineer's letter which I saw with you & in which the quotation had been made. I think it is dated March 1896. I joined North Arcot Dn in May 1896 (about two years before which the work in question "Wandiwash Taluq Cutcherry" had been completed) & ~~remember that~~ I wrote the incomplete petition referred to, being some 8 or 10 months after I had joined the Dn. From ~~this~~, it may be inferred that I got the quotation from the manuscript copy. Had I had the intention of drawing out the petition with reference to the office file in connection with the above Cutcherry (which file should have been a large one considering the length of time the subject was under correspondence) and had I had the intention of helping the contractor I should have, certainly, completed the petition

This togeth- and handed it over to him. I had changed my ~~opposition~~ ~~that~~ mind & refused to help him. ~~that~~ I should have completed the petition if I had any ulterior motive. As I had no ulterior motive, there was no necessity for me to take out office records & insert the quotation.

3. As I was writing the petition, the idea ~~that~~ I should not do so struck me & at once told the contractor to go away without completing the petition, & leaving that portion I had written on the table in my reading room as I was asked to go to bathe, being late for my meals. An hour or two after, I went into the above room to destroy the paper, this idea not having struck me when I went in to bathe hastily. But I did not find it & therefore thought that it should have been taken by the Contractor. I also thought that even if he might have taken it, it was useless & I did not care to get it back. That this, my surmise, was correct will be observed from para 4.

I think, about 2 years ... now,

4.

Since I wrote ~~that~~ incomplete petition.
But when I was at Negapatam on my
return from famine duty, it came to
my notice ~~that~~ that incomplete petition
was in possession of Mr R Ry Ramachandra
-aiyer the Hd Draftsman of the Distt
Do that he threatened that he
would bring it forward to the notice
of Govt owing to an ill-feeling between
me & himself in connection with
the abusive languages he had used
against my children ~~&~~ by which
both of us ceased to converse with
each other until I left the Do on
transfer to famine duty. I didn't
care much for his threatening thinking
that the matter would not be taken notice
of even if that incomplete petition
was sent to Govt as I had not completed
& given it to the contractor. From the
above, it seems that owing to the grudge
which that Draftsman bears against
me, he might have brought the
incomplete petition referred to forward
with intent to spoil my prospects
in the Deptt.

15.1.99.

(1). W. B. deWinton Esqre the present Chief Engineer. I served under
(2). J. C. Johnston Esqre. this officer while I was an apprentice in
(3). G. B. Lambert Esqre. the Nilgiri Do
(4). Subbarayachariar Esqre retired Ex: Engr & others.

5. In conclusion, I beg to state that
owing to incompleteness of the petition, it
may be inferred ~~that~~ I had not the
~~least~~ bad intention to help the contractor &
all the blame that can be attached
to me is that I did not tear it which
thing did not strike me as I was
called away for bathing & taking my
meals as mentioned above.

6. I beg to request ~~that~~ I may
be pardoned in consideration of my (18)
eighteen years continuous service without any
(which the marginally-noted officers will certify)
fault for attempting to write the
above said incomplete petition which
I did originally with innocence but
subsequently, as I was writing it, thinking
~~that~~ I was doing a wrong thing, I
withdrew & told the contractor to go away.
I beg also to add that the petition
being incomplete, I do not think that
it was submitted to the Chief Engineer at all.
If any had been submitted, some other
person should have helped the contractor.

I.

I beg to remain
Respected Sir
Your most obedient & humble
Servant.

Berhampur } D. K. Raghavendra Row
23d. Decr 98. } a contractor.

S. A. 10

This paper regarding the Wandiwash Taluq Cutcherry, together with others, was taken by me out of the file & is being kept among confidential papers.

2. Please now call upon the Contractor, whose full name will be found in the file, to explain how he came into possession of official documents, from which extracts are given in his memo, & by whom the documents or extracts therefrom were given to him.

ACK
5.1.99.

R.K.
Please put up the file [illegible]

25 · 12

Berha

My dear Rubele,

I receiv

of 14th ult: just a

was going into Bur

and so examined th

accountant himself

He had no idea what he

was wanted for and

admitted his handwriting

at once. I enclose his

explanation. Next day

he sent me a registered

statement, of what his

memory(?) had called

I rem

Re

Your most obedi

Berhampur }
23rd Dec/ }

D. K. Raghav

a

---

night.
of much
ance, and s
to you. Personally
e no doubt of the
guilt - It is
ome probability that
Contractor should having
tained possession of this
ndden document, wait
until he could get this
particular accountant
to draft his petition.
I hope he'll get his
deserts. I am confident
that 75 per cent of
Contractors petitions are

---

ed on infor
e from our
the advice
tion
accountants & Clerks
will be a great piece
if an example can
made of one of them
Compliments of the s
and kind regards to you

Yours sincerely

W. Morgan