

ORDINARY, MS.

<i>Lullie</i> DEPARTMENT.
G.O., DATED <i>25-10-92</i>
No. <i>736.</i>

INDEXED.

When given for copying.

[Despatch Abstract.]

Declining to comply
with wishes of requests
of P. Seshadri Astiti
late head clerk in
the Sub Collector's Office
Madura District

FURTHER PAPER, No. 222/93 *Dril.*

OF 18

READ AGAIN ORDER OF GOVERNMENT, DATED
18, No. MISCELLANEOUS.

ENCLOSURES.

CURRENT No.

STATEMENT WITH DITTO.

ORDER OF GOVERNMENT.

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL (not paged).

N.B.—
 A = Copy in full.
 B = Not to be copied.
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Public Deptt.
 C. No. 2427.

The following are the brief
 particulars of this case:—

Petitioner was the Proprietor of the
 South Indian Press, Madura, and was
 also serving the Govt. as Head Clerk
 of the Sub. Collector's office, Madura.

At the suggestion of the Collector of
 Madura the Govt. decided to abolish
 the District Press, and directed him
 to invite tenders for the printing work
 of his office, adding that there would
 be no objection to one from the Petitioner
 firm although he was in the public
 service.

The Collector submitted to the Board
 of Revenue the tenders he had received
 and suggested that the petitioner's might
 be accepted as the rates & terms quoted
 by him were more favourable than
 those offered by any of the other tenders.
 Petitioner's tender was accepted by the
 Board; but the Govt. in passing order
 remarked that it had been under
 the impression that petitioner's interest
 in the S. I. Press was limited to a
 pecuniary investment. As it appears
 however from his letter that he was

G.O. 2590: 17-11-83
 Finl.

G.O. 1530: 8.7.84 Pub.

Not only the Sole Proprietor but the
Active Manager of the Press he was
distinctly given to understand that
he elected to retain the Contract
which his tender had been accepted
must at once resign the public
service, his continuance in which
could only be sanctioned on the
understanding that he entirely
withdrew from the management
and direction of the Press. The
petitioner thereupon suggested that
he should execute a general Power
of Attorney in favour of his agent
delegating all his powers & absolutely
divesting himself of all concern
in the direction & management of the
Press affairs. Govt accepted the
proposal but warned him that if
his undertaking was violated in
letter or in spirit his connection
with the public service would
cease. Petitioner thereupon reported
that he appointed one Seshoo Iyer,
who was already in the Press, to
be his agent & that he would be
given a Power of Attorney which
would be registered in due course.
The petitioner however continued
to address the Treasury Dy Collector
in matters connected with the Press
on

G.O. 2075 d/20. 9. 84 Pub.

Note This G.O. cannot be found.

on the plea that questions concerning
rates, terms of contract period &c. had
not been finally settled by Govt.
As it was evident that petitioner was
violating the distinct instructions of
Govt his case was reported to the Board
by the Collector & petitioner was called
upon for an explanation. It was not
until then that the petitioner executed
a Power of Attorney which it was ascertained
was in favour of a "dummy" relation.
The Collector denounced his proceeding
as "a dishonest violation of promise
aggravated by false pleas" and
dismissed him from the service. The
Board approved and the dismissal
was confirmed by Govt in G.O. dated
1st June 1885, No. 1284.

In September '85 ($\frac{8200 \text{ Mis}}{4-9-85}$)
the Board of Revenue directed the
Collector to cancel the petitioner's
printing contract and in G.O. dated
31. 10. 85, No. 2545 Public (cannot
be traced) the Govt declined to
interfere.

The delay in the submission of
this paper is due to the search that has
been made at Madras for the
missing G.O. It is unfortunate that

They cannot be found. The exact reason for the cancellation of the printing contract does not appear from the papers available.

The petitioner requests that he may be reinstated in his post of Head Clerk & the Contract restored to him. Neither seems a question for the Public Dept. though the matter has hitherto been dealt with in it.

Considering the length of time that has elapsed & the facts of the case that are known it is submitted that the petitioner may be informed that neither of his requests can be complied with.

3013.
15/10/97
approved
17 Oct
10 Oct

See head clerk's petition

Head Clerk's office

C. 19/10

To,

HIS EXCELLENCY THE RIGHT HONORABLE,
THE GOVERNOR IN COUNCIL,
FORT ST. GEORGE,
Madras.

PETITION

18

REVENUE DEPT.

The humble petition of C. SESHADRI SASTRI,
late Head Clerk in the Sub-Collector's Office,
Madura District and Printing Contractor of
the Collectorate of Madura.

MAY IT PLEASE YOUR EXCELLENCY :—

THAT the service of the petitioner whilst he continued as Head Clerk in the Sub-Collector's office at Dindigul was dispensed with by the Sub Collector under instruction from the Board of Revenue (2nd May 1885 Mis. No. 4013 not communicated to the petitioner) for having defied the Government order directing to divest himself of the connection with the Press by appointing an Agent under pain of dismissal until called for an explanation on 10th March 1885 when a power was executed in favor of a dummy relation.

En A

MEMO FROM THE SUB COLLECTOR, DINDIGUL, TO C. SESHADRI SASTRI,
HEAD CLERK, SUB COLLECTOR'S OFFICE, DINDIGUL.

The Collector has recorded a proceedings removing you from the service, on the ground that although G. O. 20th September 1884 Mis. No. 2075, Public Department, ordered you to divest yourself of connection with the press by appointing an agent under pain of dismissal, should the undertaking be violated in letter or spirit (which order was communicated to you on 8th October 1884,) you deliberately defied it until called on for explanation on March 10th 1884 when you executed a power in favor of a dummy relation.

2. The above proceedings has been approved and confirmed by the Board of Revenue in their proceedings dated 2nd May 1885, Miscellaneous No. 4013.

3. Your services are therefore dispensed with, with affect from the afternoon of yesterday.

16th May 1885,
Dindigul.

(signed) G. STORES,
Ag. Sub Collector.

Proceedings of the Collector of Madura dated 10th April 1885.

Read G. O. dated 8th July and 20th September 1884 Nos. 1530 and 2075 Mis.

Read letter No. 539 of 7-3-85 from this office to the Sub Collector requesting to direct C. Seshadri Sastri Head Clerk of his office to appear to answer a charge of disobedience to the said orders of Government in the matter of his printing contract.

Read explanation of Seshadri Sastri dated 11th March 1885.

ORDERS.

In the Orders mentioned above Government ordered Seshadri Sastri to divest himself of all connection with the management of the Press contract by appointing an agent under a power of attorney as he himself proposed. They warned him at the same time that "if this undertaking be violated in letter or in spirit his connection with the public service will cease." This was communicated to him on the 8th October 1884. He continued to defy this order in the most persistent way until the 10th March when after receiving notice from me to appear and answer for his conduct he executed a power in favor of a relation of his who appears to be quite incompetent to perform the work entrusted to him.

I see no reason to view his action in the present matter as other than a dishonest violation of his promise aggravated by the false pleas by which he now attempts to excuse it. He is removed from the service.

(signed) C. S. OROLE,
Collector.

2. That the petitioner took contract of the Madura Collectorate printing works for 5 years from April 1884 which was also cancelled by the Collector under orders of the Board of Revenue dated 24th August 1885 Mis. No. 7854 under articles of the agreement dated 7th January 1884 for breaches of stipulations contained in sections 27 and 29 of the Bond.

Proceedings of the Collector of Madura.

The printing contract entered into with C. Seshadri Sastri is hereby cancelled under Sections 28 and 34 for breach of stipulations contained in Sections 27 and 29 of the Bond.

No. 1822. (True copy.)

Forwarded to C. Seshadri Sastri, contractor, Government Printing, Madura, for his information.

Arrangements have been made to take charge of the Government Printing Plant and of the Government Press office building.

The Contractor will give up to Annasami Row, late Deputy Compositor of the District Press and now appointed to carry on the Gazette work under Amani with the necessary establishment, the papers already sent to him for the next Gazette, the specimen forms remaining with him unprinted and the balance of the stationery supplied to him on account of the Gazette and forms and other papers &c. relating to the press and take a receipt for the same.

AGREEMENT.

Agreement made the seventeenth day of January one thousand eight hundred and eighty five between C. Seshadri Sastri of Madura son of Ramachandra Sastri, Proprietor South Indian Press, Madura Brahmin residing at Dindigul and Madura in the Presidency of Madras (hereinafter referred to as the contractor) of the one part and the Right Honorable the Secretary of State for India in Council (hereinafter referred to as the said Secretary of State) of the other part.

Whereas the contractor has agreed with the said Secretary of State for the Printing of the Madura District Gazette and for the doing of all other printing which the contractor shall be required by the Collector of Madura for the time being to do at any time or times hereafter during the period of 5 years commencing from the 1st day of April 1884 at the price or prices and in the manner and upon the terms and conditions hereinafter mentioned. And whereas the contractor has endorsed to and deposited with the Collector of Madura the following promissary notes or securities of the Government of India for the sum of Rs. 1000 that is to say No. 048817 by 087983, 4 per cent loan of 1854-55 as security for the due and faithful performance by the contractor of this his contract.

Now these presents witness that for carrying the said agreement into execution the contractor on the one part for himself his heirs executors administrators and legal representatives and the said Secretary of State for himself his successors and assigns mutually covenant contract and agree each of them with the other of them in manner following that is to say:—

1. At all times and from time to time during the period of 5 years commencing for the 1st day of April 1884 at which the contractor shall be required by the Collector of Madura for the time being so to do the contractor shall and will print at and for the price or prices specified in the 1st schedule hereunder within such numbers of the Madura District Gazette with its supplements and other documents connected therewith as shall be required of him by or on behalf of the said Secretary of State and shall and will at any time or times and at all times during the same period also do at and for the price or prices specified in the 2nd schedule hereunder return all such printing work as the Collector of Madura for the time being hereinafter referred to as the said Collector shall from time to time require the contractor to do under this contract.

2. The said Madura District Gazette and all other such printing shall respectively be delivered by the contractor between such hours or such day or days at such place or places to such person or persons and in such manner as the said Collector shall from time to time and at any time require or direct.

3. The printing of the said Madura District Gazette shall consist of three parts and of such supplements and other documents as shall from time to time be deemed necessary by the said Collector and shall be in accordance as nearly as may be with the specimen copy of such Gazette already supplied to the Collector and shall comprise not more than 160 pages of 64 ems pica long and 35 ems pica broad. The body of the work shall be set up in small pica English and long primer Tamil and the side notes and other Tabulars which cannot be set up in small pica or long primer shall be set up in brevier.

4. Three proofs one in gally and the other two in form of each issue of the said Madura District Gazette (hereinafter referred as the said Gazette) shall be submitted by the contractor the first two of such proofs to the Treasury Deputy Collector for the time being of Madura or to some officer of Government nominated by him from time to time for that purpose and the third or final proof to the Assistant Collector for the time being of Madura or to some other officer nominated by the said Collector from time to time for that purpose.

5. The said Gazette and all supplements thereto and other documents connected or published therewith shall be printed by the contractor on such paper as may be from time to time supplied to him by the Treasury Deputy Collector of Madura for the time being for on behalf of the said Secretary of State.

6. The said Gazette and all supplements and other documents connected and published therewith shall when printed be packed up by the contractor and shall be delivered by him to such person or persons as the said Collector shall from time to time require or direct.

7. In case the contractor shall fail or neglect to complete the printing and delivery of any issue of the said Gazette or any supplement thereto or any document ordered to be printed and delivered in connection therewith then and in that case and so often as the same shall happen the contractor shall pay to the said Secretary of State as, and by way of compensation for the same the sum of Rs. 25 for every day during which such failure or neglect shall continue and in case such failure or neglect shall extend over a period exceeding in the whole 3 days it shall be lawful for the said Collector to put an end to this contract as in the 34th clause here of provided.

8. In case the contractor shall during the continuance of this contract be required to do under this contract any printing which shall differ as to number of copies thereof the size of the page on which the same shall be printed or the character of the type used in printing the same from the work specified in the said second schedule hereunder written then and in that case and so often as the same shall happen the rates for the work specified in the said second schedule shall be varied and the contractor shall be entitled to charge the said Secretary of State for the printing so done according to the rates respectively mentioned in the said first schedule hereunder written small pica English with long primer Tamil as regards printing in the said Gazette in diglott form to be charged by the contractor at the long primer rates in the said 1st schedule mentioned anything heretofore contained to the contrary notwithstanding provided always that the contractor shall not be in any way interested or concerned in the prices charged or the moneys received by or on behalf of the said Secretary of State for any printing done by the contractor under this contract for any person other than the said Secretary of State.

9. All printing done by the contractor other than for the said Gazette as heretofore provided shall be done upon paper supplied to him from time to time for that purpose by or on behalf of the said Secretary of State.

10. One proof of all printing work of the kinds referred to in the last preceding clauses here of shall be submitted by the contractor the officer in the office of the said Collector from whom instructions for such work shall have been received by the contractor and the contractor shall not complete any such printing until the proof of the same shall have been approved of by such officer.

11. On the completion by the contractor of any such last mentioned printing work he shall give notice thereof to the Treasury Deputy Collector for the time being of Madura and the contractor shall deliver such work to such person or persons as the said Treasury Deputy Collector or shall from time to time direct or shall retain all or any of such printing until the same shall be removed by or under the orders of the Treasury Deputy Collector for the time being of Madura.

12. All printing done by the contractor under the contract shall be done by him at the Government Press

office building at Madura and the contractor shall during the continuance of this contract pay to the said Secretary of State the monthly rent or sum of Rs. 15 for the use and occupation of such building.

13. The contractor shall purchase and the said Secretary of State shall sell all the plant and the printing machinery which on the said 1st day of April 1884 was in or about the said press office building at and for the price or sum of Rs. 5833-15-1 and the contractor shall pay such sum of Rs. five thousand eight hundred and thirty three annas fifteen and pie one to the said Secretary of State by monthly instalments of 25 per cent of the amount of the bills payable to the contractor under this contract as hereinafter provided such 25 per cent being deducted from the amount of such bills respectively until the whole of the said sum of 5833-15-1 shall be fully paid and satisfied.

14. The contractor shall retain and keep one copy of all printing done by him under this contract.

15. The contractor shall and will from time to time when required by the said Collector so to do, furnish to the said Collector for and on behalf of the said Secretary of State a valuation memo for such of the work as may be sent to him for execution by the Collector according to the rates that may from time to time be fixed by the said Secretary of State.

16. The contractor shall at all times during the continuance of this contract keep a register of all papers and documents received by him for printing and of all paper received by him for the purposes of this contract and there shall be allowed by the said Secretary of State to the contractor for wastage and spoiling of paper in the carrying out of this contract extra paper in the proportions following that is to say.

If the quantity of paper to be printed be 2 quires or less		2 sheets.
3 quires		3 sheets.
6 quires or over		1 sheet per quire.

17. The contractor shall from time to time submit to the Treasury Deputy Collector of Madura for the time being indents signed by the contractor of all paper required by him for the purposes of this contract and all such indents after the first thereof shall be accompanied by memoranda signed by the contractor accounting for all paper previously supplied by the said Secretary of State to the contractor for the purposes of this contract.

18. The contractor shall from time to time and at all times during the continuance of this contract keep on hand and ready for use a sufficient quantity of printing materials of all kinds sufficient to print 200 pages at the least.

19. All printing done by the contractor shall be done neatly clearly correctly and will and shall be subject to inspection and acceptance or rejection by the said Collector or some officer appointed by him from time to time for that purpose and which said officer so to be appointed is herein after referred to as the inspecting officer.

20. All printing done by the contractor which in the opinion of the said Collector or of the inspecting officer shall not be neat, clear or well done or shall be incorrect or otherwise faulty shall and may be rejected by the said Collector or the inspecting officer and his opinion and rejection shall in all respects be final and conclusive and altogether operative and binding upon the contractor and shall not be open or subject to question or dispute by the contractor upon any ground whatever.

21. All printing done by the contractor which shall be rejected by the said Collector or by the inspecting officer shall be reprinted and all matter so reprinted shall be delivered by the Contractor to the person or persons to whom such rejected printing shall have been delivered within such hours after such rejection shall have been notified to the Contractor by the said Collector or by the Inspecting Officer as may be fixed by the Treasury Deputy Collector on each occasion.

22. All printing delivered in lieu of or in substitution for rejected printing shall be in like manner subject to such rejection as aforesaid as often as the said Collector or the Inspecting officer shall consider necessary.

23. In case of the neglect or refusal on the part of the contractor to do and deliver any printing which the said Collector shall from time to time require the contractor to do and deliver and in such manner and at such time or times place or places as aforesaid and so often as any such neglect or refusal shall happen it shall be lawful for the

said Collector or any person by him thereunto authorized to have all or any of such printing which the contractor shall have neglected or refused to do as aforesaid or which shall not have been delivered by the contractor or which shall be required in lieu of any rejected printing done and delivered by any person or persons whomsoever other than the contractor and to charge the difference if any between the price or prices paid for the printing so done and delivered and the price or prices payable under this contract for such printing against the contractor.

24. The contractor shall pay and reimburse to the said Secretary of State such differences in price as aforesaid on the same being demanded of him by or on behalf of the said Secretary of State.

25. The contractor shall and will submit and deliver to the said Collector on or before the 20th day of every Calendar month a bill or bills in the form contained in the 3rd schedule hereunder return for all printing done under this contract during the previous calendar month and shall also present with such bill or bills a specimen copy of each document the printing whereof is charged for in such bill or bills together with the originals of such documents sent to contractor for the purpose of being printed and bearing the initials of the Treasury Deputy Collector of Madura for the time being.

26. In case any question or dispute shall arise as to the amount or amounts payable by the said Secretary of State to the contractor in respect of any such bill or bills as aforesaid such question or dispute shall be referred to the Board of Revenue through the Superintendent, Government Press for the time being whose decision as to the amount or amounts payable to the contractor in respect of any such bill or bills shall be final and conclusive and altogether operative and binding upon the contractor and the said Secretary of State and shall not be open or subject to question upon any ground whatsoever.

27. The contract shall not be in any way interested or concerned directly or indirectly with any official subordinates or servants of the office of the said Collector or of any office subordinate to him in any trade business or transaction whatsoever nor shall the contractor give or pay or offer or promise to give or pay to any such official subordinate or servant directly or indirectly any money or fee under the designation of "custom" or otherwise nor shall the contractor assign to make over this contract directly or indirectly to any person or persons whomsoever or permit any person or persons whomsoever to interfere in the management or performance hereof either under power of Attorney granted by the contractor or otherwise without the previous consent in writing of the said Collector.

28. In case the contractor shall at any time during the continuance of this contract commit any breach of any of the stipulations and agreements contained in the last preceding clause here of it shall be lawful for the said Collector to put an end to this contract as in the 34th clause here of provided.

29. The contractor shall at all times during the continuance of this contract obey and carry out in all things the orders instructions, and directions of the said Collector and of all officers and servants acting under his orders and by him authorized to act in all or any of the matters and things here in contained and the contractor shall abide by the decision of the said Collector and of any officer or servant acting under his orders and by him authorized to act for him in all or any matters relating to or in anywise concerning the construction of this contract or any matter clause or thing herein contained or any question arising thereout other than questions arising as to the amount or amounts payable to the contractor in respect of any such bill or bills as aforesaid and any and every such decision as last aforesaid shall be final and conclusive and altogether operative and binding of the contractor and shall not be subject to question or review on any ground whatever.

30. The said Collector shall from time to time during the continuance of this contract send or cause to be sent to the contractor so as to reach him not later than

All papers intended to be printed in the next issue of the said Gazette and all papers sent the contractor which shall not so reach him shall not be printed in the following issue of the said Gazette unless the said Collector or the Treasury Deputy Collector for the time being of Madura shall otherwise specially direct.

31. All papers sent to the contractor for the purpose of being printed shall bear the initials of the Treasury Deputy Collector of Madura for the time being and any papers not bearing such initials shall not be printed by the contractor.

32. Within 40 days after the submission and delivery of the bill or bills for any printing done delivered and accepted under this contract and the documents accompanying such bill or bills are herein before provided the Secretary of State shall and will pay the contractor the amount or amounts of such bill or bills or in case any question or dispute as to the amount or amounts payable in respect of the same shall have been referred to the Board of Revenue through the Superintendent of Government Press Madras for the time being as herein before provided and the amount or amounts which such Board of Revenue shall have decided to be payable to the contractor in respect of such bill or bills provided always that in case any such question or dispute shall have been so referred as aforesaid the said period of 40 days shall commence from the date on which the decision of the said Board of Revenue shall become known to the said Collector.

33. Upon the complete fulfilment of this contract by the contractor to the satisfaction of the said Collector the said promissory note or several promissory notes or securities for the sum of Rs. 1000 so deposited by the contractor as hereinbefore recited shall be re-endorse and delivered to the contractor.

34. In case the contractor shall fail or neglect or refuse to observe to perform fulfil and keep all or any one or more or any part of any one or more of the stipulations agreements and provisions herein contained it shall be lawful for the said Collector (if he shall think fit so to do) on any such failure neglect or refusal as aforesaid by any writing under his hand to put an end to this contract so far as regards the said Secretary of State and thereupon every article clause and thing or his part herein contained shall cease and be avoid and in case any monies difference in price or compensation loss costs damages or expenses shall then be due from the contractor to the said Secretary of State it shall be lawful for the said Collector to sell and dispose of all or any of the said several promissory notes or securities for the sum of Rs. 1000 so deposited by the contractor as hereinbefore mentioned at the least price or prices that can be obtained for the same respectively and from and out of the proceeds to arise from any such sale after deducting there from all expenses attending the same, and from and out of any monies that may then be or to become payable by the said Secretary of State to the contractor all such monies difference in price or compensation loss costs damages and expenses as the said Secretary of State shall have sustained incurred or been put to by reason of the contractor having been guilty of any such failure neglect or refusal as aforesaid or other breach in the performance of this his contract or shall for the time being be due and owing from the contractor to the said Secretary of State and if the proceeds to arise from the sale of the whole of the said promissory notes or securities (after deducting therefrom such expenses as aforesaid) and such other monies as aforesaid shall be insufficient to pay and satisfy the whole of such monies difference in price compensation loss costs damages and expenses aforesaid then and in that case it shall be lawful for the said Secretary of State to recover the residue thereof by legal proceedings against the contractor upon all or any of the stipulations agreements and provisions to herein contained. In witness where of the contractor and O. S. Crole Esquire the Collector of Madura by order and direction of the Right Honorable the Governor in Council of Fort Saint George acting for on behalf of the said Secretary of State have hereunto set their respective hands the day and year first above.

The first schedule above referred to according to the rates offered by the contractor in his tender from B dated 23rd February 1884 hereto annexed.

The second schedule above referred to according to the rates offered by the contractor in his tender from A dated 23rd February 1884 hereto annexed.

The third schedule above referred to according to the form G. (Register of printing work done) hereto annexed.

(signed) C. Teshadrisastri.

3. That the petitioner respectfully begs to submit the following facts for favourable consideration and orders.

4. That the petitioner entered the service in 1837 and held several appointments till 1885 the last one being the office of Head Clerk, Sub Collector's office at Dindigul.

5. That in 1881 the petitioner while at Dindigul established a Printing Press at Madura called the "South Indian Press and workshop" and that the affairs of which were solely managed by a pensioned Head Compositor reserving pecuniary interests for himself which has often been reported to the Board by the Sub Collector and Collector of Madura.

6. That the Agent and Manager submitted proposals to Government in different forms offering to perform the printing work of the Madura Collectorate on contract which was not met with their approval.

7. That all of a sudden the Madras Government in passing the Budget Estimate of District Presses in 1884 sanctioned the abolition of the District Press at Madura and directed the work to be given on contract.

8. That Mr. Crole the then Collector reported that the several proposals were made the Agent and Manager of the Press and requested instructions as to whether the petitioner (a Government servant) could legally be contracted with and the Collector was replied that it was "no disability."

9. That the Collector invited tenders and that the petitioner submitted one which was accepted as being the most favorable.

10. That the abolition of the District Press not being liked by the subordinate officers of the Madura Collectorate, the petitioner was always annoyed in routine matters and papers were sent *after time* and at the *last moment* for publication in the Gazette which if replied were met with threatening letters of cancellation of contract.

11. That the Board of Revenue while communicating the acceptance of his tender directed that no deposit need be made by the Petitioner for due fulfillment of his contract.

12. That the Collector of Madura suggested that as the publication of the Gazette fell on the 5th April 1884 the work may be done by the Government establishment till the Gazette is out and then to take charge of the Press for which the petitioner also yielded.

13. That the materials of the press were taken charge by the petitioner as per weight taken long before as communicated to Messers Aroolanandam and Sons, Madras for valuation and the petitioner submits that no deterioration was charged though more than 6 months had elapsed in the interval.

14. That the Deputy Collector in charge of the District Press, Mr. E. G. Rickets for the first time asked the petitioner to deposit Rs. 1,000 as advertised; the petitioner contended that the Board's orders were otherwise and his contention had no effect.

15. That the petitioner made good the deposit and took charge of the Press.

16. That in the meantime Messers Graves Cookson and Co. of Madras one of the unsuccessful tenderers submitted a petition to the Madras Government who on receipt of report from the Collector of Madura dismissed the same and called on the petitioner in their Proceedings dated 8th July 1884 Mis. No. 1530 P. D. either to retain the contract or service.

Proceedings of the Madras Government.

Read the following petitions from C. Seshadri Sastri, Madura, dated 28th April 1884 Nos. 171, 235 &c.
Letter from the Collector of Madura, No. 40 dated 10th June 1884.

Order, 8th July 1884, No. 1530 Mis.

The Government in passing orders on Board's Proceedings dated 24th October 1883 No. 8,852 were under the impression that the interest of Seshadri Sastri in the South Indian Press was limited to a mere pecuniary investment in a firm carrying on the business. It appears however from his letters that he is not only the sole proprietor but the active manager of the concern. This of course is entirely incompetent with his position as a public servant, and is in direct contravention of the orders of the Secretary of State. Seshadri Sastri will accordingly be informed that if he elects to retain the contract for which his tender has been accepted, he must at once resign the public service, his continuance in which can only be sanctioned, on the understanding that he entirely withdraws from the management and direction of the concern in which he is pecuniarily interested.

(True extract)

Signed FORSTER WEBSTER,
Chief Secretary.

17. That the petitioner in his reply to Government dated 30th August 1884 No. 367 of 1884 represented that he was not the ACTIVE MANAGER but only held a pecuniary interest and suggested that, if allowed, he was prepared to execute a Power of Attorney in favor of his Agent.

From Mr. C. Seshadri Sastri printing contractor Madura to the Chief Secretary to the Government of Madras
Madura 30th August 1884. No. 367/1884.

Sir,
I beg to acknowledge the receipt of the proceedings of the Madras Government P. D. dated 8th July 1884 Mis. No. 1530 and respectfully request that the following lines may be fully considered in passing final orders on the subject.

2. It has been remarked by Government that I am "the active manager of the concern" which I presume was inferred by them from the fact that all letters are to be addressed to me and inserted in the top of the printed letter form and that I also addressed the Government certain letters.

3. This press was established in the year 1881 and ever since the affairs were managed by an Agent and Manager who exercised absolute authority in all matters. This fact was reported very often to Government and the Board of Revenue by the Sub Collector and Collector. Further I reside at Dindigal 38 miles away from Madura where I hold an appointment under the Sub Collector in his tours it would seem to Government that "MANAGING THE AFFAIRS BY PERSONAL ATTENDANCE" it would seem is but physically impossible. I was compelled to address Government on the subject by necessity as an appeal which I would not have done in other ordinary matters.

4. It is true that I am the sole proprietor but what difference would it make by being otherwise. The whole direction and management rest with the Agent who made several proposals in various forms to the Collector as well as Government regarding the contract. This fact will be borne out by the Collector's as well as records of other offices.

5. The Government express their willingness to continue the contract on the understanding that I entirely withdraw from the direction and management of the concern in which I am pecuniarily interested. To this I respect

fully submit that I had no such direction and management before, nor do I intend assuming them. In token of this I shall execute a general power of attorney in favour of my agent delegating all of my powers and absolutely divesting myself of all concern in the direction and management of the press affairs and he will of course be legally recognized, by all Courts and officers of Government.

6. The words "All letters to be addressed & remittances made payable to Mr. C. Seshadri Sastri Proprietor" in the top of letters are mere formality as is observed in other firms which the Government will observe from the enclosed letter to be returned.

7. Finally I respectfully beg to state that under no circumstances I would elect to resign the appointment in what I have served over a period of 18 years and that the only alternative left open will be cancellation of the contract.

True Copy.

(Signed) C. SESHADRI SASTRI,
Contractor.

18. That in the meantime the petitioner asked permission to join his appointment on the expiry of his leave and he was not allowed to do so pending disposal of the subject by Government.

மதுரை ஜில்லா சப்கலெக்டர் துரையாங்கல் சமூகத்துக்கு

மேற்படி ஆபீசு ஏட்களிற்கு சேஷாத்திரி சாஸ்திரி எழுதிக்கொண்ட அர்ஜி.

நாளது 14 தேதி 123 வது டிர். தாக்கீதுகிடைத்தது. 18 வுமாக சர்க்காரில் சேவித்தவனுக்கு பாதி அலவன்சு கிடைக்கமாட்டாதென்று கண்டிருக்கிறது. இதனால் என்னுடைய வேளையின் குறைதான். ஆகையினால் ஆகஸ்டுமீ 24 தேதி (வருகிறதின்கள்கிழமை) முதல் பாக்கி ரஜாவை ரத்துசெய்ய வேண்டியதாய் கேட்டுக்கொள்ளுகிறேன் மேற்படி தேதியில் வேலையை ஒப்புக்கொள்ளுகிறேன்.

ரஜாவை ரத்துசெய்த விபரத்துக்கு உத்திரவு சாதாரண வேண்டியதாய் கேட்டுக்கொள்ளுகிறேன்.

மதுரை,
19-8-84.

தங்கள் விதேயன்
(Signed.) C. சேஷாத்திரி சாஸ்திரி.

Letter from C. Seshadri Sastri, Printing contractor, Government press, Madura to the Sub Collector of Madura:

Most honoured Sir,

I beg to acknowledge the receipt of your honor's endorsement to the effect that no orders will be passed until the question of retaining contract or service is finally decided, dated 20th August 1884 on my application No. 30 of 1884 and respectfully beg to draw your attention to the wording of Government order which runs in the following words. It is therefore manifest that the order never meant to keep away from my appointment. I have already informed the Collector as well as Government that I do not require contract if it could not be continued on certain terms. I therefore request Your honor to be good enough to cancel the order herewith forwarded and issue a fresh one in lieu thereof to join my appointment on the expiry of my leave or on any day previous to it provided order reached me earlier.

In Takid No. 123 dated the 14th August 1884 it is stated that I am entitled to absence allowance of a sum after deducting full allowance to the acting incumbents &c. Leave was not granted on the above understanding and no deduction should be made in my allowance. It is highly improbable to suppose that the work cannot be efficiently discharged unless the full per centage of allowance be paid to acting incumbents. I have served more than 18 years and I am entitled to private affairs leave of 6 months in every six years but it had lapsed as I had not availed of it.

I therefore humbly request your honour to be graciously pleased not to make any deduction from my allowance, but distribute the available sum amongst all the acting incumbents. This course is always followed in the Collector's office.

Extract from G. O.

"Seshadri Sastri will accordingly be informed that if he elects to retain the contract for which his tender has been accepted, he must at once resign the public service."

19. That the Government approved this in their order dated 20th September 1884. Mis. No. 2075 P. D. of the petitioner's suggestion and allowed the execution of a Power of Attorney in favor of his Agent and warned that if the undertaking be violated in letter or in spirit his connection with the public service will cease.

Public Department.
Proceedings of the Madras Government.

READ THE FOLLOWING:—

FROM THE COLLECTOR OF MADURA, DATED 28TH AUGUST 1884 No. 63.

FROM MR. C. SESHADRI SASTRI, PRINTING CONTRACTOR MADURA, DATED 30TH AUGUST 1884
Nos. 385 AND 386.

Order thereon dated 20th September 1884 No. 2075 Mis.

The Government resolve to allow the execution of the Power of Attorney specified in para 5, of Seshadri Sastri's letter of 30th August. He is however warned that if this undertaking be violated in letter or in spirit, his connection with the public service will cease.

(True Extract.)

(Signed) *Foster Webster,*
CHIEF SECRETARY.

20. That the above order was received by the petitioner at Coimbatore and he immediately reported to the Collector as well as Government the appointment of C. S. Seshoo Aiyer as his Agent and promised to provide him (Agent) with a Power of Attorney in due course.

21. That the petitioner's letter was communicated to the Collector in G. O. dated 19th November 1884 Mis No. 2491.

Proceedings of the Madras Government.

Read the following:—

From C. Seshadri Sastri, Printing contractor, Madura, dated 22nd October and 2nd November 1884 Nos. 430 and 431.

I respectfully beg to acknowledge the receipt of the proceedings of the Madras Government dated 20th September 1884 Mis. No. 2075 Public Department and to state that I have appointed Mr. C. S. Seshoo Iyer now employed in the Press to be my agent who will be provided with a Power of Attorney duly registered in due course.

2. I regret to bring to your notice that the proceedings above quoted do not dispose of all subjects appealed to Government in the correspondence noted below and request that with a view to avoid delay in the execution of the contract bond final orders may be passed on them at an early date.

1. No. 111 dated 26th April 1884.

2. No. 215 dated 22nd May 1884.

3. No. 254 dated 31st May 1884.

4. No. 288 dated 30th August 1884.

Order 19th November 1884 No. 2491 Mis.

1. Communicated to the Collector of Madura.

2. Seshadri Sastri will address that officer as to the details of the contract.

True Extract.

(Signed) M. HAMMICK
UNDER SECRETARY.

22. That the Collector issued to the petitioner a notice calling on him to execute the contract bond with a warning that, if otherwise, the contract will be cancelled.

No. 2283.

Memo from the Treasury Deputy Collector to the Contractor.

With reference to his letter No. 415 dated 13th October last the contractor of the District Collector's press Madura is informed that the Board of Revenue have in their Proceedings Mis. No. 12131 dated the 20th Instant, decided that he is clearly bound to execute the Local Fund and Municipal works at the contract rates and that as he is however evidently disposed to shirk his bargain a notice should be issued that if within seven days of the date of notice he does not sign the agreement it will be held to be annulled and fresh tenders will be advertised for.

The contractor will therefore take this as notice that if within seven days of the date hereof he does not sign the agreement the contract will be held to be annulled and fresh tenders advertised for.

MADURA,
26TH DECEMBER 1884. }

[Signed.] E. G. RICKETS.

Treasury Deputy Collector.

23. That the petitioner remitted the amount by Money Order and promised to appear on the 5th January 1885 and execute the bond.

24. That owing to breaches the petitioner was detained at Elumanur station and he arrived at Madura and executed the contract deed on the 7th January 1885.

25. That the petitioner joined his appointment on the 14th January 1885 and requested the Collector to let him know whether any special form of Power of Attorney was contemplated by him or by Government.

Letter from the contractor to the Collector of Madura dated 22nd January 1885. No. 50

With reference to your footnote No. 1825 dated the 8th October 1884 on the Proceedings of the Madras Government dated 20th September 1884 Mis. No. 2075, I have the honor to request you will be good enough to inform me at your earliest convenience whether the Government or yourself contemplated that any special form of Power of Attorney should be executed by me in favor of my Agent and if so to furnish me with a draft in order that I may furnish the Agent with one at an early date.

I have &c.,

(Signed) C. SESHADRI SASTRI,

Contractor.

26. That the Collector on the 19th January 1885 sent notice that the document should be registered when the petitioner informed him that he had no money then but should wait till he got his pay.

Docket from the Deputy Collector in charge of the Treasury, Madura to the Contractor dated 9th January 1885. No. 33

The contractor is informed that he was sent for, three times, yesterday but could not be found. He is re-

requested to take and present the contract agreement at once, for registration at the Sub Registrar's office, the necessary fee being paid by himself and any further delay in doing so, cannot be allowed.

(Signed) E. G. RICKETS.

Treasury Deputy Collector.

27. That the Collector proposed to pay the Registration charges from the permanent advance fund and recoup it from the amount of his bills.

Memo from the Deputy Collector in charge of the Treasury, Madura to the Contractor.

In continuation of this office Memo No. 33 dated 9th Instant, the contractor is informed that Rs. 13-8-0 has been arranged for to be paid to him from the "Permanent Advance Fund" which together with the Rs. 1-8-0 being balance in his favor out of the amount remitted by him on account of stamp for the contract bond will meet the fee for registering the agreement. He will accordingly appear at once to present the agreement for registration.

The Rs. 13-8-0 will be deducted from the contractor's next bill in order to recoup the Permanent Advance Fund.

(Signed) E. G. RICKETS.

Treasury Deputy Collector.

28. That the petitioner registered the contract bond on the 17th January 1885.

29. That the petitioner was informed in reply to his letter dated 22nd January 1885 No. 54 of 1885 in Docket No. 192 dated 28th January 1885 that no special form was intended and warned him to conform to the conditions laid down in the G. O. under reference.

Docket from the Collector of Madura, dated 28th January 1885, No. 192 to the Contractor.

Stating that no special form of Power of Attorney was suggested by the Collector or ordered by the Government and warning him to conform to the conditions laid down in the Government order under reference.

(Signed) M. G. RICKETS,

For Acting Sub Collector in charge.

30. That the petitioner replied that the order referred to only related to the management of the Press which he never attended to and that even correspondence in all matters other than the subject of the present contract was carried on as usual by his Agent.

Letter from the Printing contractor to the Collector of Madura No. 105 dated 31st January 1885.

Sir, With reference to your docket No. 192 dated the 28th January 1885, I beg to state that the order of Government referred to therein only relate to the management of the press which I never attend to and that even correspondence in matters other than the subject of the present contract is carried on as usual by my Agent.

2. I am compelled by necessity to attend to these as questions relating to rates, term of contract period and valuation of press materials have not yet been finally settled by Government to whom a reference has yet to be made by you.

I have &c.,

(Signed) C. SESHADRI SASTRI,

Printing Contractor.

31. That the petitioner accompanied the Sub-Collector on circuit to Kodaikanal and returned to Head Quarters at Dindigul on the 27th February 1885 and executed a Power of Attorney on the 10th March 1885.

Extract from the Register showing the travelling allowance of the Sub Collector's establishment for the year 1885.

Name.	Designation.	Salary, Pay of appointment.	Date of journey.	From	To	Purpose of journey.	Distance travelled.			Days halted.	Rate of Batta.	Rate of Mileage.	Amount.	REMARKS.	
							By Rail, 2nd or 3rd Class.	Mileage.	Daily allowance.						
2. C. Seshadri Sastri.	Head Clerk.	Rs. 50	17	Dindigul	...	FEBRUARY 1885.	3rd Class 13	28	"	Double 3rd Class fare.		0 5 0			
			18	Ammayanaikanur	...	Ammayanaikanur	"	"	17	"	Batta Annas 2	0 8 0			
			19	Periyakulam	...	Kodaikanal	"	"	"	"	"	0 8 0			
			20 to 24	Kodaikanal	...	"	"	"	"	17	"	0 8 0			
			25	Do.	...	Periyakulam	"	"	"	"	"	0 5 0			
			26	Periyakulam	...	Ammayanaikanur	"	"	"	"	"	2 8 0			
			27	Ammayanaikanur	...	Dindigul	"	"	"	"	"	7 0 0			
										56	"	5	"		
										56 at 2 annas.					

(Signed) KANAGASABAI,
Sub Division Sheristadar

(True extract)

32. That the petitioner executed Power of Attorney on the 10th March 1885 and forwarded a copy of the same to Government and Collector with his letters dated 10th March 1885 Nos. $\frac{116}{108}$ and $\frac{117}{107}$ respectively.

Letter from C. Seshadri Sastri, Proprietor, S. I. Press, Madura to the Chief Secretary to Government of Madras dated 10th March 1885 No. $\frac{116}{108}$.

Sir,

As direct in G. O. dated 20th September 1884 Mis. No. 2075 Public Department, I have the honor to forward herewith copy of Power of Attorney executed by me in favor of my Agent and request that he may be recognized in all matters connected with the contract as well as other affairs concerning the Printing Press.

The delay in execution of this document was due to absence on leave and to my joining the appointment late in the month of January 1885 and also having had to accompany the Sub Collector on circuit. I therefore humbly request that the delay may be pardoned though there was no violation of the order regarding the management of the Press.

I have &c.

(Signed) C. SESHADRI SASTRI.

Letter from C. Seshadri Sastri, Proprietor S. I. Press Madura, to the Collector of Madura dated 10th March 1885 No. $\frac{117}{107}$.

Sir,

I respectfully beg to enclose copy of Power of Attorney executed by me in favor of my Agent C. S. Seshu Iyer as directed in G. O. dated 20th September 1885 Mis No. 2075 Public Department and request that he may be recognized in all matters connected with the contract as well as other affairs concerning the Printing Press.

The delay in the execution of this deed was due to a misapprehension on my part that a special form of Power of Attorney may have been contemplated by Government and this fact I came to know in the negative at the end of January 1885 but I had to accompany the Sub Collector in his camp which prevented me from attending to this business earlier. The matter being one of considerable importance required careful consideration and I had to consult legal advisers about the agreement which I did. Hence there was some delay in its execution which could not have been avoided. I therefore respectfully request you will be good enough to pardon me for the delay. I may here mention that though the Power of Attorney was not executed yet the G. O. was not violated in rule or spirit as was always the case formerly.

I have &c.

(Signed) C. SESHADRI SASTRI.

33. That the Collector requested the Sub Collector to order the petitioner to appear before him at Ammayanaikanur to answer a charge of disobedience to an order of Government in the management of his printing contract.

Letter from the Collector of Madura to the Sub Collector dated 7th March 1885 No. 569.

Sir,

I have the honor to request that you will order C. Seshadri Sastri, the Head Clerk of your office, to appear before me at Madura on Monday next the 10th instant, to answer a charge of disobedience to an order of Government in the management of his Printing contract.

I have the honor to be,
Sir,
Your most obedient servant,
(Signed) C. S. CROLE,
Collector.

34. That the Petitioner accordingly appeared before the Collector and in accordance with his verbal orders gave an explanation that he did not interfere with the management of the Press and requested him to pardon the petitioner for the delay of 11 days which would not have happened was he not engaged in attending to the duties of the Sub Division Sheristadar who was on other duty in addition to that of his own.

Explanation of C. Seshadri Sastri, Head Clerk.

Most honored sir,

In obedience to your honor's verbal orders I respectfully beg to inform your honor that the G. O. allowing me to execute Power of Attorney was passed during my absence on leave and I have already reported to your honor and Government that I have appointed C. S. Seshu Iyer to be my Agent. I joined my appointment on the 14th January 1885 and I asked the Deputy Collector to let me know whether any special form of Power of Attorney was contemplated. The reply was received in the end of January 1885. I accompanied the Sub Collector in his camp and returned to Head Quarters about the 27th February 1885. As I had very little time to attend to other business owing to the absence of Sub Division Sheristadar on other duty, I was not able to execute the document.

I have since executed the document and copy of the same has been sent to your honor's information. The delay was not intentional but unavoidable. Further I beg to bring to your honor's notice that I never interfered with the management of the Press and I had therefore not violated the G. O. in rule or in spirit.

In conclusion I respectfully request that I may be pardoned for the delay in execution of Power of Attorney.

Your honor's most obedient servant,

(Signed) C. SESHADRI SASTRI,

Head Clerk.

35. That His Excellency will observe from the above that there was only a delay of about 11 days for which he was declared to have ceased to be in service though he never interfered in the direction and management of the Press as he was far away at Kodaikanal from Madura where the Press is located. (Vide Batta bill under para 31 of this Memorial.)

36. That the petitioner respectfully submits that neither a charge was drawn up by the Collector and thereupon explanation taken from him nor was any evidence recorded as to this violation of the G. O. regarding the management of the Press.

Endorsement on C. G. No. $\frac{1189}{1889}$ presented by Seshadri Sastri, late Head Clerk, Sub Collector's office Madura, applying for copies of the undermentioned documents:—

1. Collector's Proceedings removing him from office.
2. All the evidence taken, or letters in support of the said Collector's Proceedings.
3. Charge framed by the Collector to remove him from office.

ORDER.

Grant of copy of document No. 1 except the part marked is sanctioned.

2. As regards document No. 2 the petitioner should specify more clearly.

3. As regards document No. 3 the petitioner is informed that the substance of the charge against him is contained in the Collector's letter to the Sub Collector dated 7th March 1885 No. 569, wherein the latter officer was requested to direct Seshadri Sastri to appear before the former in order to answer a charge of disobedience to an order of Government in the management of his "Printing Contract," the grant of a copy whereof is sanctioned, and there is no other charge.

(Signed) M. STREENIVASA ROW

For Ag. Collector.

A. K.
17—10—89.

37. That the petitioner was far away from Madura both before and after the G. O. was passed and it would therefore seem *physically impossible* to take active part in the management of the Press affairs.

38. That although the appointment of his Agent was communicated in October 1884 both to the Collector and Government yet the former raised no objection for the appointment of *the very person* till a lapse of 6 months when he calls the Agent a "dummy relation."

39. That the petitioner further begs to state that had objections been taken either by the Collector or by Government at the moment, he would have even appointed some-body else (a stranger) instead of sacrificing his appointment which he had held for the last 18 years.

40. That the petitioner respectfully submits whether he could, in justice, be desired to appoint a stranger in whose favor all powers were to be vested in writing.

41. That the petitioner now submits that he is even prepared to give up all concern in the press matters if the Government should desire him to do so although he only retained pecuniary interests in it from the beginning.

42. That the contract was cancelled by the Collector on the 18th September 1885 on receipt of the Revenue Board's Proceedings dated 4th September 1885 No. 8,200 who were not vested with such powers by the contract deed. (Vide Para 26, of the agreement embodied in Para 2.)

PROCEEDINGS OF THE BOARD OF REVENUE

Dated 4th September 1885.

No. 8200 Mis.

Read letters from Mr. C. Seshadri Sastri, Printing Contractor, Madura, dated 18th June 1885, No. 344 and 20th June 1885, No. 345, and Reference thereon dated 29th July 1885.

Read also letter from the Superintendent, Government Press, dated 31st July 1885, No. 1797.

Read also letter from Mr. C. Seshadri Sastri, Printing Contractor, Madura, dated 18th August 1885 No. 353.

Resolution:—The striking charges claimed by the Printing Contractor will be passed at the rate of eight Annas for 1000 impressions per page.

2. With reference to Board's Proceedings dated 24th August 1885 No. 7854 Mis., the Collector is directed to cancel the contract if this has not already been done.

(True extract)

(Signed) H. ROSS,
Ag. Sub Secretary.

To,

The Collector of Madura.

Copy to Superintendent, Government Press.

„ Mr. C. Seshadri Sastri, Printing Contractor, Madura.

43. That in fact the Board of Revenue were constituted an *Ampire* between the petitioner and the Collector in regard to questions about the rates arising between the contracting parties and their order was therefore illegal.

44. That the petitioner contracted to print 160 pages in each month but he has done work ranging from 280 to 320 pages. (Vide Para 3 of the Enclosure to Para 2.)

45. That the petitioner claimed full rates for the work executed over the contract pages but was declined to be granted.

Letter from the Collector of Madura to C. Seshadri Sastri, late Contractor, Government Printing, Madura Vepry, Madras dated 1st October 1885 No. 1981.

Has the honor to inform him that the Board of Revenue on a reference being made by the undersigned through the Superintendent, Government Press, Madras, have ordered in their Proceedings No. 8225 Mis. dated 9—9—85 that the late Contractor is not entitled to charge more than the contract rate when the Gazette exceeds 160 pages.

(Signed) LUKE MILLER,
For Collector.

46. That the petitioner contended that the contract rates do not apply to work of Estates under Court of Wards but they were only paid at the contract rates. (Enclosure 6.)

PROCEEDINGS OF THE BOARD OF REVENUE

Dated 26th October 1885.

No. 9635 Mis.

Read the following letter from the Superintendent, Government Press, to the Secretary to the Board of Revenue, dated 14th September 1885, No. 2236.

"In forwarding the accompanying papers received from the Collector of Madura, I have the honor to state that I am of opinion that the work therein referred to should be paid for at the Contract rates".

Resolution:—The Board agree with the Superintendent, Government Press and direct that the Printing work executed for Court of Ward's estates be paid for at contract rates and the amount recovered from the estates concerned.

(True copy and extract)

(Signed) S. LAFFAN
Ag. Sub Secretary.

No. 2340.

(True copy)

Forwarded to Mr. C. Seshadri Sastri, Late Contractor, Government Printing, Madura for his information.

Madura
12—11—85.

(Signed) E. G. RICKETTS,
For Collector.

47. That the petitioner claimed full rates for the Municipal and Local Fund works which were also declined. (Vide Enclosure to Para 22.)

48. That the petitioner need hardly point out to Government how he was treated from the time he took contract from Government and in no instance he was replied favorably.

49. That the petitioner regrets to bring to the notice of the Government that Mr. Crole had some sort of hatred to him which will be evidenced from his replies to him that his proposal to execute Power of Attorney did not meet the wishes of Government.

MEMO NO. 1457.

With reference to his letters No. 344 dated 18th July 1884 and 345 of the 1st Instant the Contractor

District Press, Madura, is informed that the proposals contained in the above letter do not meet the objections of the Government and is therefore requested to submit further definite proposals within a week's time from date of receipt of this memo.

Madura
5-8-84.

To

The Contractor, District Press, Madura.

MEMO NO. 1634.

With reference to his letter No. 344 dated 10th Instant, the Contractor District Press Madura, is informed that even if his description of the manner in which the printing business is carried on by him were correct, the mere grant of a Power of Attorney would not overcome the objections of Government which are founded on his conducting such a business at all.

Madura
13-8-84.

To

The Contractor, District Press, Madura.

Letter from the Deputy Collector in charge of the Treasury, Madura to the Contractor, District Press, Madura dated 25th August 1884 No. 1562 on his letter dated 21st August 1884 No. 344.

Informing him that in the opinion of the Collector neither of the two proposals made meets the difficulty.

(Signed) E. G. RICKETTS,
Treasury Dy. Collector.

50. That the order of the Collector declaring the petitioner to have ceased to be in service is illegal and unwarranted for the following among other grounds.

1. That no charge was reduced to writing and no explanation was taken as directed in Board's Standing order No. 262 Para 2.
2. That no evidence and arguments in support of the charge was ever taken or adduced.

51. That the contract was cancelled for no tangible reason but simply that your Excellency's poor appellant was presumed carrying it out under a power of attorney, and this may be easily imagined in the absence of any specific charge disclosed by the Collector's Proceedings. This provision was inserted in the bond contrary to the orders of Government quoted above.

52. That His Excellency will observe that the petitioner suffered 2 punishments for doing and refrain from doing the same act, the one being *ceasing to be in service* for a delay of 11 days in the execution of Power of Attorney and the other being *cancellation of the Contract* for having executed Power of Attorney in favor of his Agent.

53. That the petitioner respectfully submits for consideration of Government that if his offer to give up the contract communicated to the Collector of Madura in Para 4 of his letter dated 10th August 1884 and to Madras Government in para 7 of his letter dated 30th August 1884 No. 447 of 1884 was accepted, nothing of the hardship above referred to would have befallen to the petitioner.

54. That the petitioner entered the service in 1865, served about 20 years till 1884 and how far he can justly be thrown out of employ for an unavoidable delay of 11 days is a question submitted for His Excellency's benign consideration.

55. That the Collector of Madura has taken charge of the Government property as he says, he is not bound by the provisions of the Contract bond which is contrary to Article 34 of the Contract bond and to other provisions of Law.

56. The petitioner respectfully submits that he is *also not bound* by the contract rates and that he should therefore be paid at the then full Government rates. This was claimed and the grant was declined.

Separate endorsement on the petition No. 2100 dated 23-3-80 of Mr. C. Seshadri Sastri Proprietor and late Printing Contractor to Her Majesty's Government of India at Madura submitting a bill for payment for the difference between the contract rates and the full Government rates &c.

The undersigned refuses to comply with petitioner's request.

(Signed) T. RUNGA ROW,
For Collector.

57. That the petitioner begs to submit herewith copy of his Testimonials for the information of Government.

TESTIMONIALS OF C. SESHADRI SASTRI, MADURA.

C. Seshadri Sastri was a Clerk in the Municipal Office at Madura for 5 months ending in April 1867. During this time I am told that he did his work well, and from what I saw of him, I think the same.

Madura
April 8th, 1867.

(Signed) H. WELLESLEY,
Vice President,
Municipal Commission.

P. S. He now leaves for promotion.

(Signed) H. WELLESLEY

Endorsement made by Mr. H. Wellesley on his petition to the Head Assistant Collector dated 6th April 1867.

I can recommend this man. As far as I have seen his work has been satisfactory and there have been no complaints against him.

(Signed) H. WELLESLEY,
Vice President,
Municipal Commission.

The 2nd Clerk C. Seshadri Sastri in my Office informs that he intends to make an application for the post of Head Clerk in the Sub Collector's office, vacant or about to become vacant by the promotion of Kistna Row and requests me to recommend him to the Sub Collector Mr. Bliss.

Seshadri Sastri has been in the Head Assistant Collector's office four years and during that time has done the bulk of the routine Magisterial work satisfactorily. I can recommend him for promotion.

23rd June, 1870.

(Signed) G. McWATERS,
Head Assistant Collector.

C. Seshadri Sastri acted as my Magisterial Clerk for one month and conducted the duty of his Office satisfactorily.

Madura
24th March, 1871.

(Signed) D. ARBUTHNOTT,
Collector and District Magistrate,
Madura.

O. Seshadri Sastri wants a certificate to show that his transfer from the Head Assistant Collector's Office was not meant in any way to be prejudicial to his promotion. I never meant it as such and I shall be glad if it does not hinder his rise in the service.

1st September 1871.

(Signed) G. McWATERS,
Head Assistant Collector.

O. Seshadri Sastri has been Local Fund Clerk in Madura Collector's Office since January 1873 and has discharged his duties in a satisfactory manner.

Madura

24th November 1873.

(Signed) W. McQUHAE,
Collector.

O. Seshadri Sastri has been Local Fund Clerk in the Collector's Office. For the last five months I have had frequent occasion to see his work which is considerable in quantity and is always done to my satisfaction.

Madura
6th January 1875.

(Signed) E. J. SEWELL,
Vice President,
Local Fund Board.

Demi-Official Letter from the Acting Sub-Collector of Madura.

Palany,
14-3-77.

Seshadri Sastri,

If you are willing to take the acting appointment of Deputy Tahsildar and Magistrate of the Palany Hills for a short time (with residence in the plains in Palany Taluq) I shall give you the appointment. Make a reply direct to Mr. McQuhae to Dindigul with a copy of the necessary form of application for powers for the Deputy Tahsildar is ill and I cannot be left without a Magistrate.

Yours faithfully

(Signed) O. W. W. MARTIN.

Endorsement on a petition to the Collector of Chingleputt.

Submitted for favorable consideration.

The applicant has an excellent knowledge of Criminal Law and has exercised the powers of a 2nd Class Magistrate which have never been withdrawn.

18th September 1879.

(Signed) O. KOUGH,
Acting Sub-Collector,
Madura.

O. Seshadri Sastri has given me satisfaction since I appointed him as Taluq Sheristadar and I believe he will continue to do justice to my nomination to that promotion out of the Sub Division Office.

Dindigul
18th September 1883.

(Signed) O. KOUGH, C. S.
Late Acting Sub-Collector,
of Madura.

53. And that the petitioner respectfully requests that His Excellency will be pleased to reinstate him to the post of Head Clerk in the Sub Collector's office, Madura and also to restore the contract of Madura Collectorate printing works.

For which the petitioner shall, as in duty bound, ever pray.

[Signature]
Late Head Clerk & Contractor

MADURAI
19th January 1892

His Excellency the Governor in Council
Fort St. George

CHIEF SECRETARY

The humble petition of *[Signature]* Sastri,
Late Head Clerk in the Sub Collector's Office
at Dindigul and Printing Contractor Madura
Collectorate.

Most respectfully Sheweth

That in accordance with the Endorse

X Revenue Department No. 425 R of Govt on his petition, the
18/2/92 -
Director the petitioner submits herewith the several
N.B.L. to
Sub Collector's orders & Proceedings of the Collector and
copies of the
several orders of Board of Revenue attached to in the petition that
has of the Collector
of the Revenue, as in his possession for perusal and
quotation in his
petition. eventual return.

Para 2 of the Petition. Proceedings dated 4 Sep-
tember 1880. Dns No 420 in which a decision is
made to turn Proceedings dated 24 August 1880
No 707.

Para 16 - Copy of Govt order dated 8 July 1884
Dns No 1530 is herewith submitted.

Para 18 - Petitioner's application to the Sub
Collector No. 473 with the endorsement is perused
& submitted.

Para 19 - Original order of Govt dated 20 Sep-

1. ans. is herewith submitted.

Para 20 & 21 — Authenticated Copy of G. O. dated
19 November 1884 Do 2491 is herewith submitted.

Para 22. Original Order dated 26 December 1884
Do 2253 is herewith submitted.

Para 26 — Original Packet dated 9 January 1885
Do 23 is herewith forwarded.

Para 27. Original Packet dated 14 January 1885
Do 58 is herewith forwarded.

Para 29 — Original Packet dated 28 January 1885
Do 192 is herewith submitted.

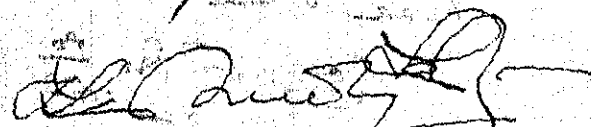
Para 40 — Original Packet dated 1 October 1885
Do 192 is herewith submitted.

Para 46. Authenticated copy of the Board's
of the Board of Revenue dated 26 October 1885
Do 9630 is herewith submitted.

Para 49. Original Order dated 5 August 1884 Do 1457,
Order dated 18 August 1884 Do 1634 and
Packet dated 25 August 1884 Do 1562 are
herewith submitted.

Para 56. Original endorsement on inspection
dated 23 August 1887 Do 2100 is herewith
submitted.

Known } His Excellency, Mr. D. S. D. S.
19 August 1892 }


Contract Officer