

Revenue (1897) Department.

ROUTINE SERIES.

G.O., No. 1231

DATED 30th June

[Despatch Abstract.]

petition from J. G. R. Malaya Pillai, Tirunelveli.
Recording pending receipt of the original
petition stated to have been submitted through
the proper channel.

BACK PAPERS.

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

FURTHER PAPERS.

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

Revenue (1897) Department.

CURRENT No. 5356.

List.

30/6

From

J.C.R. Malaya Pillai,
Sinnerally SC

Order R. no. 12318/30th June '97.

Recorded pending -
Receipt of the original petition
stated to have been submitted
thru the proper channel.

No.

Dated 20th June 1897

Received 27.6.97

Registered 28.6.97

Enclosures

Spare copies

SUBJECT.

Appealing against his
dismissal from the post
of Ranger, Forest Dept.

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29/6

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BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.



Duplicate

PETITION

1033

REVENUE DEPT.

To

His Excellency

Sir Arthur Havelock,

E.C.M.E., E.C.I.E.,

Governor in Council of the Presidency,

Fort St. George.

*The humble Memorial of T. C. R. Malaya Pillai,
late Ranger, 3rd Grade, Tinnevelly
District,*

Most Respectfully Sheweth,

That your memorialist begs leave to appeal against the order of the Board of Revenue in its Proceedings, Forest No. 316 Misc., dated 6-4-97, (Ex. AA.), confirming on appeal the order of the Conservator, Southern Circle, *vide* his Proceedings dated 31st October '96 (Ex. A.), removing your memorialist from his post of Ranger, 3rd Grade; and in so doing begs to submit respectfully as follows:—

1. Your memorialist was a Ranger, 3rd Grade, drawing Rs. 80 *plus* a Conveyance Allowance of Rs. 20 in the Tinnevelly District. He is an F. A., and passed out of the Dehra Dun Forest School, obtaining a D. D. R. certificate in the year 1888. He has had 12 years' pensionable service in the Forest Department, and won from successive D.F.Os.—(Messrs. Stanbrough, Brasier, Marshall, C. D. P. Thornton, *and even from Mr. Bryant himself*),—and Conservators—(Col. Campbell-Walker and Mr. Cherry)—a name for honesty and exceptionally good work, as will be seen from the remarks in his Service Register, the half-yearly Reports on his conduct and the Inspection Reports of his Range. Your memorialist earnestly craves the mercy of Government to send for these records and have a perusal of them. Your memorialist was transferred from the Wynaad to the Tinnevelly District and posted to Srivilliputtur Range in 1893, with a view to set matters right there; and how well he had fulfilled the trust imposed on him would be apparent from a perusal of the two Inspection Memoranda of the D. F. O. (Mr. Thornton) in January 1894 and of those of the present D. F. O. (Mr. Bryant) in February and June 1895 and in February 1896. As an instance of your memorialist's exertions, he may cite that the Grazing Revenue of the Range, which was only about Rs. 300 (three hundred) when your memorialist joined it, rose to Rs. 4,000 (four thousand) within a space of two years and-a-half. To achieve this object, your memorialist had to keep a strict watch over the conduct of his subordinates and to report a number of them who were habitually conniving at illicit grazing and some of whom were either dismissed or suspended and the others fined. Your memorialist had thus been, in trying to do his duty, forced to become unpopular with his subordinates who began to send in anonymous petitions against him, all of which, however, after due enquiry both by the Tahsildar and the D. F. O., were proved to be false and malicious.

2. Meanwhile, in November 1895, a Forester, named Wilson, who is now reported by the D. F. O. to be a hopelessly corrupt man, was transferred to do duty under your memorialist. At first the Forester worked well and applied himself heart and soul to his duties. Your memorialist had therefore no reason to grumble against him and told the D. F. O. that he appeared to be turning over a new leaf. This was in December 1895. But as time passed on, this hopeful view was changed. Towards the end of March, the Forester got himself entangled in some Criminal Cases of a private nature, and, in order to defray the cost of defending himself, he had recourse to levying blackmail from Contractors and Ryots. Information regarding this reached your memorialist towards the beginning of April '96. It was also evident that the Forester was for some time past afraid of living at his headquarters, Pudupatty, owing to his having entangled himself in these Criminal Cases, and though your memorialist repeatedly ordered him to proceed to Pudupatty, he would not go there and was offering one excuse after another. Your memorialist therefore severely reprimanded the Forester and wrote Demi-Officially to the D.F.O. on the 6th April 1896 from Trichinopoly, whither your memorialist had gone for the Easter Holidays, and applied for the Forester's immediate transfer from the Range. On return to head-quarters, your memorialist again wrote to the D. F. O. and confirmed his previous letter by despatching an official one on the 9th April 1896. In it, your memorialist set forth the several mal-practices with which the Forester was charged and also certain further charges which were brought against the Forester during your memorialist's absence at Trichinopoly and stated that your memorialist would enquire into these charges and submit a further report. This further report was submitted to the D. F. O. on the 14th April and its contents are detailed in para. 6 of the Conservator's Proceedings, dated 31-10-96 (Ex. A). As a result the Forester was suspended by the D. F. O. on the 17th April and the suspension order communicated to him on the 20th idem. In the meantime, the Forester having got scent of your memorialist's reports against him, submitted a petition to the D. F. O. on the 11th April 1896, charging your memorialist with having connived at the illicit grazing of goats belonging to one Kuppu Raja and with having received from the latter illegal gratification for that purpose. This case known as "The Grazing Case" was, however, found on enquiry to be false and concocted by the Forester to revenge himself not only on Kuppu Raja but also on the Ranger (your memorialist), and rebounded on the Forester himself—vide second clause of para 9 of the Conservator's Proceedings (Ex. A.). The Forester thereupon undauntedly plotted mischief in other directions and kept constantly writing to the D. F. O., demanding the suspension of your memorialist. Finding however that his representations were of no avail, he presented on the morning of the 28th April before the D. F. O., who was then at Srivilliputtur (your memorialist's head-quarters), a charge of Temporary Misappropriation (which was split by the D. F. O. into the first three charges) and produced certain loose sheets of papers as evidence. Seeing that this charge also was vague and indefinite and that the D. F. O. hesitated to take action upon it, the Forester's spirit of vengeance rose to its culminating point and he presented the same noon a charge of Criminal Misappropriation (which is the 5th charge on the list) in which the Forester both desperately and dexterously implicated himself seriously by his assertions, no matter if he perished himself provided that his adversary also shared the same fate.

3. From the above summary, it will be seen that there was an interval of 17 days between the date of the Forester presenting his first charge and the date of his presenting the other charges. If these latter were true, why were they not presented

on the same date as the first, especially as the transactions relating to the charge of temporary misappropriation (of which your memorialist has now been acquitted by the Board) occurred in August 1895 and the transaction in respect of which your memorialist was charged with criminal misappropriation took place on the 29th February 1896, i.e., 2 (two) months before the presentation of the Forester's complaint to the D. F. O.? It cannot be that the Forester, out of pity, did not want to betray your memorialist in the first instance, for, in his first charge against your memorialist, he went to the length of bringing forward a false and concocted story. The only explanation therefore for this long interval between the dates of presentation of the first and of the subsequent charges can be that the unscrupulous Forester (admitted to be unscrupulous on all hands) had been contriving by every means in his power to put forward one false charge after another against your memorialist as his successive attempts to ruin your memorialist failed.

Your memorialist therefore respectfully and earnestly entreats that due weight may be given to this circumstance in dealing with the charges which your memorialist will now proceed to discuss.

4. Five charges have been framed against your memorialist from the Forester's reports above referred to, namely:—

- (i.) Temporary misappropriation of Government money.
- (ii.) Habitual manipulation of Government accounts before entering payments in the cash-book.
- (iii.) Disobeying Code Orders—Sections 137, 138 and 140.
- (iv.) Receiving an illegal gratification from one Babu Raja.
- (v.) Submitting in connivance with Forester Wilson a false voucher for Rs. 180 in the name of one Narayan Chetty who only received Rs. 45.

Your memorialist begs permission to begin with the 5th charge, as being the charge on which the Board lays any stress and in reference to which it accepts wholly the Conservator's finding which is in the latter's own words merely a supposition (*vide* the marginally noted extract from para 19 of the Conservator's Proceedings, dated 31-10-96.)

5. The circumstances which led to this charge were briefly as follows:—

On the 16th February 1896, the D. F. O. who was in camp with your memorialist directed him to undertake the construction of the Rest House at Pudupatty (or Khansapuram) and complete it before the close of the official year, the Contractor having declared his inability to finish the work within that time. Your memorialist thereupon represented the difficulties in the way of finishing the work within so short a time and was told in reply that he might count upon the assistance of the Forester who had his head-quarters at the same station. On the strength of this assurance, your memorialist wrote to the Forester, who was then in charge of Mudaliaruthu Road work, on the same day and directed him to proceed at once to Pudupatty and take charge of the building work. Your memorialist was at the time accompanying the D. F. O. on tour through his Range and proceeded with the D. F. O. to Pudupatty on the evening of the 22nd February. On the morning of the 23rd the D. F. O. inspected the build-

"And it is necessary therefore to suppose that his carelessness was intentional and with a view to wrongful gain in connivance with Forester Wilson with whom he was on friendly terms at the time."

ing site. Only the out-houses were taken on hand and were in course of construction. The D. F. O. directed your memorialist to issue orders to take up the main building also which was brick work and hurry it on. There were no bricks ready and your memorialist thereupon enquired whether bricks could be had in the neighbourhood. He learnt that one Thenkasi Murthi Naidu, a ryot of Pudupatty, had a sufficient supply of bricks for which he demanded Rs. 4 per 100. Your memorialist offered Rs. 3-8-0, but the owner refused to accept the offer. As your memorialist had to leave Pudupatty that very evening with the D. F. O., he asked the Forester to try and see if he could settle the price for Rs. 3-8-0. The next day (the 24th) your memorialist got information from the Forester that the owner could not be induced to reduce the price, but that the Forester had made arrangements with the brick-burner, engaged by the original building Contractor to make the bricks, to get bricks of a better quality prepared for Rs. 3 per 100, if, as per agreement with the original Contractor, 35 cart-loads of firewood were allowed free, to be cut and removed at his (the brick burner's) cost, to burn the bricks. As this arrangement was the same as the one originally entered into by the building Contractor and resulted in a clear gain to Government, inasmuch as even with the cost of firewood the price per 1000 bricks amounted only to a little less than Rs. 3-6-0, your memorialist consented to the arrangement and proceeded himself to Pudupatty on the 27th to inspect the moulding of the bricks. He found that 30,000 bricks had already been burnt, that the remaining 30,000 were being moulded ready to be put into the kiln the same evening, and that the bricks were really of a better quality than those originally bargained for by your memorialist. The potters demanded through their Headman and Contractor, Narayan Chetty, that the full amount of Rs. 180 might be paid to them at once, as the balance of 30,000 bricks was virtually ready and would be delivered from the kiln on the 29th morning. Your memorialist, however, demurred to this request and paid only Rs. 90 which he had brought with him to Narayan Chetty through the Forester and said that he would send the remaining amount when he reaches the head-quarters on the 29th. Accordingly, on the 29th (the day on which the balance of 30,000 bricks were expected to be ready to be delivered from the kiln), your memorialist sent the remaining money and received a paid voucher for Rs. 180 signed by the payee Narayan Chetty and duly attested by the Forester in token of payment. This voucher, after having been incorporated in the Range Accounts, was submitted to the D. F. O. who did not take any objection to it, but on the other hand passed it and included the amount in the District Accounts.

6. It is now alleged by the Board at the instance of the D. F. O. and the Conservator

(i.) that though the workmen examined may have made mistakes and even mis-statements on minor points, the broad fact remains that the bricks did not cost the amount charged for (*viz.*, Rs. 180);

(ii.) that the Ranger and the Forester together had a number of bricks made departmentally and submitted a voucher which represented that the bricks had been made under contract;

(iii.) that the Ranger should not have entrusted the work to the Forester; and

(iv.) that the Ranger's action was taken with a view to wrongful gain and in connivance with the Forester with whom he was on friendly terms at the time.

Before entering upon a discussion of the several allegations, your memorialist begs to bring to Your Excellency's benign consideration that the only

evidence (if evidence it could be called) taken and relied upon to establish them was:—

- (i.) The report of the Forester, (Exhibit P.)
- (ii.) The statement of the Forester, (Exhibit F.)
- (iii.) The statement of your memorialist, (Exhibit Q.)
- (iv.) The depositions of three potters, (Exhibits I. to K.)
- (v.) Do. of 2 supposed wood cutters, (Exhibits L. & M.)
- (vi.) Do. of 2 cartmen (Exhibits N. & O.)

An analysis of the above evidence will, your memorialist hopes, sufficiently convince Your Excellency of the utter injustice of the finding of the Conservator which is based upon unwarranted inferences and probabilities.

ANALYSIS OF THE EVIDENCE.

7. The charge at first emanated from the Forester's report (Ex. P.). It will be seen at a glance that this report and the Forester's subsequent statement (Ex. F.) are hopelessly irreconcilable. Examination of the Complainant. Flat contradiction between his report and his subsequent statement. In his report (Ex. P.), the Forester pretended to give the details of the expenditure incurred in the making of the bricks and stated that only Rs. 91-3-4 were spent and that he would substantiate this by means of records; while in his statement of the 2nd May, he flatly denied all his previous statements and affected to know nothing whatever of the details of the transactions and said that all that he knew was that he prepared the voucher for Rs. 180, took the mark of the payee and signed the voucher as a witness for the payment, all at the Ranger's bidding, though a single pie did not pass to the payee. If there had been even a shadow of truth in the Forester's first allegation that only Rs. 91 odd were spent, why could he have not substantiated it as promised by him in that report (Ex. P.) and why should he have coined an altogether different story?

EXAMINATION OF THE ACCUSED.

Owing to the contradictory statements of the Forester above referred to, the D. F. O. should have naturally thrown away the charge and acquitted your memorialist; but far from doing that, the D. F. O. suspended your memorialist on the 9th May (*i.e.*, 7 days after the Forester's statement,) without having given him any opportunity to refute the Forester's assertions. Two days afterwards (11th May), a statement of your memorialist's explanation (confining it to some questions put by the D. F. O. himself—Ex. Q.) was taken. Not heard in defence before being suspended.

THE EVIDENCE OF THE WITNESSES.

The D. F. O. did not examine the witnesses at once but allowed 18 days to elapse from the date of the Forester's first report. On the 16th May the D. F. O. proceeded to Pudupatty, the Range Clerk, who was the Forester's accomplice (*vide* page 19, para 23 last clause of the memorial) having gone there in advance 3 days previously and evidently tutored the witnesses (*vide* his Travelling Allowance Bill for May). Seven witnesses who were apparently selected by the Range Clerk were examined. (1) The witnesses were tutored for the occasion.

The statements of these witnesses were not taken on oath, nor were the statements taken in English translated into vernacular and read out to the parties and their signature, obtained in token of their correctness.

Besides, your memorialist was not summoned to be present at the enquiry, nor was he given an opportunity to cross-examine the witnesses to elicit the truth from them or to cite his own witnesses and examine them. In this respect, the enquiry differed from that already held in the "Grazing Case" which was proved to be false and concocted, as in the latter cross-examination of the witnesses of the Forester and the production of the witnesses for the defence were allowed.

The questions asked were leading ones. Almost the same set of questions were asked of the potters and the cartmen and some of the questions themselves were very significant and suggestive. For example: the 1st question in Ex. I., the statement of Narayan Chetty the man who signed the voucher, was: "Did you make bricks for the Bungalow?" and the answer was: "I made 60,000 bricks." In Ex. J. and K., however, this question was amplified into "Did you and your partners make the bricks for this Bungalow?" The question appears to have been purposely amplified so as to conceal the fact that Narayan Chetty was the principal party. Again the questions in Ex. J., (1) "Who paid you the 1st instalment?" (2) "Who paid you the 2nd instalment" and (3) "the 3rd instalment who paid you?" were altered in Ex. K. into (1) "Who paid you the 1st instalment?" and (2) "Who paid you the 2nd and 3rd Instalments?" If the same questions as in Ex. J. were repeated in Ex. K., probably a difference in answer might have been expected. Thirdly, the question "Who paid you the money" is absent in Ex. N.; while in Ex. O., it is suggestively asked "Who paid you the money did the Ranger?"

No testing questions were put to find out whether the statements made were true or not. For instance, the potters examined say that they received payment in 3 instalments of Rs. 15 each. In justice to your memorialist who was not even allowed the opportunity to cross-examine them, they might have been asked when and where they received the payment. This will prove the truth of their statements, as it can be easily verified from your memorialist's weekly diary submitted to the D. F. O. whether your memorialist was on the date referred to at the place mentioned. In fact no attempt whatever was made to sift the evidence of the witnesses, who, as your memorialist has already stated, were mainly tutored to speak to certain general statements; and in the absence of this test coupled also with the fact that their statements were not subjected to cross-examination, it is absurd to conclude that their evidence corroborated each other and to draw inferences therefrom.

8. The Conservator says in his Proceedings (para 14, Ex. A.) that it is unnecessary in departmental enquiries to follow the provisions of the Procedure Code and the Evidence Act and that Government merely requires the adoption of simple rules for ascertaining the truth. Your memorialist does not require that the provisions of the Procedure Code or of the Evidence Act should be followed to the very letter; but certainly the enquiry should be conducted on lines sufficient to arrive at the truth and for this purpose your memorialist should have been allowed an opportunity of exposing the adverse witnesses and establishing his innocence by citing witnesses in his behalf—a course which the D.F.O. had allowed to be followed in his enquiry into the first

charge of conniving at illicit grazing, by the fairness of trial in which the truth was established and the Forester was rightly condemned as having concocted the story to wreak his vengeance on the Ranger (your memorialist.) It can hardly be supposed that no safeguards whatever should be taken in departmental enquiries to gauge the truth; nor can it be the intention of Government that such should be the character of the enquiry where the extreme punishment of dismissal is awarded to its officers.

9. Nevertheless, it is clearly evident from the statements of the witnesses examined that even without an attempt at cross-examination or to test their truth by circumstantial evidence, they are extremely contradictory, conflicting and false.

First.—The evidence of Shunmuga Devan and of his associate, Getti Veerappa Naiken (Exs. L. & M.) are full of contradictions. Shunmuga Devan says in Ex. L. (1) that *he and Getti Veerappa Naiken* cut and supplied 35 cart-loads of firewood, (2) that *they both together received* Rs. 15 in two instalments, once from the Forester and once from the Ranger and (3) that afterwards he was not present but that Getti Veerappa Naiken told him that he (*i.e., G. V. Naiken*) had received the balance of Rs. 18 to 20. Getti Veerappa Naiken, on the other hand, says (Ex. M.) (1) that *he alone* cut and supplied 30 cart-loads of firewood, (2) that he received therefor Rs. 30 in four instalments of Rs. 7½ each, from Shunmuga Devan who received it from the Ranger to give to him. From this it is evident that these witnesses give their evidence in a dubious manner each depending upon the other and pointing to him as the man who had received payment, and that therefore no reliance whatever can be placed on their statements. It is also clear that they have been brought forward solely to implicate your memorialist by their false assertions which were intended to convey an impression (1) that Narayan Chetty was not the principal party in the making of the bricks but that the work was done piecemeal under the Ranger's and Forester's orders, (2) that the payment for the supply of firewood was made by the Ranger and the Forester and not by Narayan Chetty and (3) that the rate for both cutting and carting firewood was Re. 1 instead of Rs. 1-12-0, as your memorialist will shew below. But by their hopelessly irreconcilable contradictions they are forced to betray themselves and thus reveal the object for which they have been engaged.

Secondly.—There is also another very patent fact, which proves beyond the possibility of doubt that these men were false witnesses who were not present at the time of the brick transaction. Getti Veerappa Naiken above referred to was absent from Pudupatty at the time of the brick transaction (23rd to 29th February '96) being engaged as a cooly on another piece of work, the construction of Mudaliaruthu Road, (up the Ghaut Forests at a height of 4500 ft.) from Pudupatty as the nominal rolls for those days would testify. Your memorialist humbly prays that this record may be sent for and examined. How could he then have been present at Pudupatty to cart firewood? There is thus clear proof that he is a false witness and there is no doubt that others like him were tutored and brought to give false evidence.

Thirdly.—As already pointed out, Shunmuga Devan in his evidence (Ex. L.) says that *he and Getti Veerappa Naiken* together had cut and supplied all the 35 cart-loads of firewood required for moulding the bricks and received Rs. 33 to 35 therefor; while Getti Veerappa Naiken states (Ex. M.) that *he alone* supplied 30 cart-loads and received Rs. 30. Alaghi Devan who is also examined as one of the persons who had cut and carted firewood (Ex. O.) does not refer in his statement to either of the above men and says that he received the payment from one *Babu Naiken* and

Theruvengada Devan, to whom the whole amount due for cartage was paid. Again, *Narayan Chetty* (Ex. I.) says that the persons who carted firewood to the kiln were *Sundram, Pichimuthu and others*. Now which of these four sets of statements is correct and is to be believed? (1) Were the cartman or cartmen engaged for the work *Shunmuga Devan* and *Getti Veerappa Naiken* as stated by the former? or (2) *Getti Veerappa Naiken*, alone? or (3) Were they *Babu Naicken* and *Thiruvengada Devan* as stated by *Alaghiri Devan* (Ex. O.)? or (4) Were they *Sundram, Pichimuthu and others* as stated by *Narayan Chetty* (Ex. I.)? The answer to this question itself is sufficient to convince Government that the whole evidence was a hoax and it also proves the truth of your memorialist's statement that the witnesses were mere hirelings and were tutored for the occasion. They spoke to what they had been taught and on points on which their information was not complete they contradicted themselves most disgracefully.

Fourthly.—Taking the evidence of potters (Exs. I. J. and K.) there is no doubt that *Narayan Chetty* was the principal party in the transaction and as such signed the voucher for payment. The Forester says that he took the mark of *Narayan Chetty* in the voucher. But *Narayan Chetty* however purposely refrains from telling the truth lest he should be caught and states that he did not sign *any receipt* (Ex. I.); while the second potter examined says that *all the three of them* signed the receipt (Ex. J.) and the question was not asked of the third potter at all (Ex. K.), because probably the statements of the 1st and the 2nd potters were contradictory. Moreover, *Narayan Chetty* says that *he alone* signed the *Muchilika with the Forester* who had settled with him the previous day, while the Ranger was lying down in a neighbouring house; whereas the other two potters state that *they three conjointly* executed the *Muchilika with the Ranger*. In regard to payment, *Narayan Chetty* states that *he alone* received the three instalments, the first from the Forester, the second from the Forester, the Ranger being present, and the third from the Ranger; whereas the other two men state that *the three conjointly* received the payment, *viz.*, the first instalment from the Forester and the *second and the third* from the Ranger.

10. Besides the statements taken were incomplete, some of the material points (VII) Incomplete and insufficient evidence. in the transaction that ought to have been elicited having been quietly passed over or suppressed; nor were all or even the principal parties concerned examined. The evidence and therefore the whole enquiry was incomplete and partial. For instance (1) the cartmen—*Sundaram, Pichimuthu and others* referred to by *Narayan Chetty* in his evidence (Ex. I.) were not examined to ascertain whether they were really engaged for the work, how many cartmen were engaged, who engaged them, what they have been paid for cartage and who paid them, &c.? (2) Nor were *Babu Naiken* and his partner *Theruvengada Devan* from whom *Alaghiri Devan* (Ex. O.) says that he received payment similarly examined to know from whom they received the money and how much, and whether they were the only cartmen engaged? (3) *Arunachella Devan* (Ex. N.) states that he and several others carted mud for making the bricks. Who these other men were, how much each of them were paid, who engaged them, who paid them, from where did they cart the mud and whether it was all brought on the same day or on different dates, and such other questions as may tend to throw light on the transaction and elicit the truth from the witness were not asked. This is not all.

11. The Forester in his original report presented to the D. F. O. on the 28th April (Ex. P.) stated that only Rs. 91-3-4 were spent for the bricks and pretended to give the details of the charges incurred. He, however, very maliciously omitted to make mention

of the charges which must have been paid for cutting and carting firewood and for transporting mud from the tank-bed to the bungalow site. The mud used for moulding the bricks was already stored at the bungalow site by the original contractor of the building, *Babu Raja*—*vide* his petition to D. F. O. towards the end of February or commencement of March '96, in which he refers to it, and which was returned to the Range Officer with an order that the cost incurred should be paid. This mud was transported to the kiln and utilized for making the bricks, the original contractor having been paid by *Narayan Chetty* the cartage incurred by the former in transporting the mud from the tank bed to the bungalow site. No attempt has been made by the D. F. O. to elicit these facts and the amount paid on their account or to examine *Babu Raja* to know how much he received and from whom. If these two items, then, namely, the cost of cutting and of carting firewood and of transporting mud from the tank-bed to the bungalow site, are added to the Forester's list of charges, the cost of making the bricks would not have been less than Rs. 180 as your memorialist will shew below. The D. F. O. and the Conservator have taken the clue from the Forester. The former thinks that only Rs. 45 was paid for 60,000 bricks!!! The Conservator, however, fixes the charge at Rs. 86-4-0 as follows:—

Paid to Potters (Ex. I. to K.)	...	...	Rs. 45 0 0
„ wood cutters (Ex. L. & M.)	...	...	„ 35 0 0
„ one of the several cartmen for carting mud (Ex. N.)	...	...	„ 5 0 0
„ one of the several cartmen for carting 3 cart-loads of firewood out of 35. (Ex. O.)	...	...	„ 2 4 0
TOTAL Rs...			87 4 0

for 60000 bricks or Rs. 1-7-3½ per 1000 bricks. The Conservator has subtracted Re. 1 from the above figure and adopted Rs. 86-4-0, as then he could reduce the cost to a rate of Rs. 1-7-0 per 1000 without the fractional part of pie. This calculation, as it clearly strikes the eye, is erroneous and incomplete, Rs. 5 was the charge paid for carting mud to *only one* cartman who himself says (Ex. N.) that several others were engaged with him for conveying mud and received payment. Similarly, Rs. 2-4-0 was the amount paid to one cartman for carting 3 cart-loads of firewood (Ex. O.); while the charge paid for the remaining 32 cart-loads (for it is clear from the evidence that 35 cart-loads of firewood were supplied) was not taken into account. The Board, however, does not seem to accept either the D. F. O.'s or the Conservator's figure but merely makes a vague remark that the bricks were charged for *much above* their cost.

12. Your memorialist will now proceed to work out the correct amount that ought to have been spent, relying on the incomplete and insufficient evidence of the witnesses examined and certain other facts connected therewith which were omitted to be elicited.

Firstly.—As already pointed out, the evidence of *Shunmuga Devan* and *Getti Veerappa Naiken* (Exs. L. & M.) is quite untrustworthy and must be dismissed as worthless, as they were false witnesses. The wood-cutters really employed for the work were not examined *Shunmuga Devan* and *Getti Veerappa Naiken* having been brought in their place to implicate your memorialist and tutored to say that they cut as well as carted firewood for Rs. 1 per cart-load while the local rate in the ghaut forests of *Srivilliputtur Range* for cutting firewood alone is Re. 1 per cart-load. A reference to the cash book where felling charges in *Parayambuli, Kongetti Medu* and *Pudupatty coupes* are charged for from 1891 to 1896 would prove this statement.

The cost of cutting 35 cart-loads would thus amount to Rs. 35. Again, as for the cost of carting the firewood from the forest to the kiln, ~~Arumachella~~ Devan (Ex. O.) says that 35 cart-loads were carted and that they were paid at the rate of 12 annas per cart-load. Therefore the cost of carting 35 cart-loads would be 35×12 annas or Rs. 26-4-0. Thirdly, in regard to the cost paid for transporting mud, as already stated, the mud was removed from the bungalow site to the kiln and Arumachella Devan (Ex. N.) says that 1 anna 6 pies was paid for each cart-load while the Forester says 1 anna 4 pies was paid. It would appear also from the Forester's report that 280 cart-loads of mud were removed (*vide* Forester's report, Ex. P.) Therefore the cost of carting 280 cart-loads from the bungalow site to the kiln even at the lower rate would amount to $280 \times \text{As. } 1-4$ or Rs. 23-5-4. To this has to be added the cartage paid to the building contractor for transporting mud from the tank-bed to the bungalow site. The distance from the tank-bed to the bungalow site is more than double the distance from the latter place to the kiln. Hence the cartage should have amounted to about 280 cart-loads $\times$ 2 annas 8 pies or Rs. 46-10-8. Thus, taking all these charges together, the total cost amounts to—

For moulding bricks ...	...	...	...	Rs.	45	0	0
„ cutting wood ...	...	...	...	„	35	0	0
„ carting „ ...	...	...	...	„	26	4	0
„ carting mud from the bungalow site to the kiln ...	...	...	...	„	23	5	4
„ „ from the tank-bed to the bungalow site „	...	...	...	„	46	10	8
Sundries about ...	...	...	...	„	3	12	0
TOTAL Rs.					180	0	0

It is clear from the above calculation that there was no possibility for misappropriating any portion of the amount paid to the Contractor and that the Forester's report asserting that your memorialist had misappropriated, from which the clue was taken by the D. F. O. and the Conservator, was utterly false and malicious.

Secondly.—The same Contractor Narayan Chetty had, subsequent to the brick transaction, supplied flat tiles for roofing the same building at Rs. 1-8-0 per 1000 as would be seen from the entry in the cash book for March 1896. This rate was not challenged and no charge of Criminal Misappropriation was launched forth in respect of it. The size of the bricks under consideration was more than three times the size of these flat tiles; and if the latter had cost Rs. 1-8-0 per 1000, how could the bricks which were thrice as big have cost only Rs. 1-7-0 per 1000 as supposed by the Conservator! Can there be any atom of probability in this supposition?

Thirdly.—Mr. Bryant himself passed the voucher for Rs. 180. He would not have done so if he considered that the bricks did not cost the amount charged for.

Fourthly.—As already stated Tenkasi Murthi Naidoo, a ryot of Pudupatty, demanded Rs. 4 per 1000 for the bricks and would not part with them even for Rs. 3-8-0, as admitted by the Forester himself. When such was the local rate, was it possible to get the bricks made for less than Rs. 3 per 1000, especially at that busy season of the year, the harvest time, when labourers could not be procured except with the utmost difficulty?

Fifthly and lastly.—The rate for which the bricks were supplied was even less than the rate given in the forest Schedule of rates maintained under Section 154

of the Forest Code or the rates given in the Schedules of other departments, such as the Local Fund and Public Works. According to the Forest Schedule of rates for Srivilliputtur Range, the rate for bricks of the size under consideration ranges from Rs. 3-7-0 to 4-5-0. The above being the prevailing rates in the locality, does it stand to reason to suppose that the 60000 bricks could have been made at Rs. 45 for the whole lot or at annas 12 per 1000 as stated by the D. F. O. or at Rs. 1-7-0 per 1000 as surmised by the Conservator? These rates are too ridiculously low to be accepted by any sane man and if they were correct, it might be confidently stated that the several departments of Government as well as the public are being systematically cheated, because the rates accepted and paid by them are more than double, and even treble the rates mentioned by these officers.

13. Your memorialist has thus shewn that there is no use whatever in trusting to the evidence recorded and in inferring therefrom that the bricks did not cost the amount charged for. The witnesses examined contradicted themselves not only on minor points as observed by the Board, but on vital points also, and there could not have been worse contradictions in their statements considering that they were only asked a selected set of questions suggestive of their own answers and that these answers were not tested either by the D.F.O. or allowed to be subjected to the test of cross-examination by your memorialist. Further, your memorialist has distinctly proved that the supposition that a portion of the money paid for the bricks was misappropriated is without any foundation; that the amount charged for the bricks was by no means excessive; and that it was not possible to expect anybody else to supply the bricks at lower rates. With these facts before it, the Government may judge whether it is just and equitable to endorse the conclusion which the Board has arrived at, *viz.*, that the bricks did not cost the amount charged for—a conclusion, which was not only hasty and precipitous but arrived at without a due deliberation of the facts, *seeing that the enquiry was partial, incomplete and conducted at the back of your memorialist* and that he was not allowed any opportunity to disprove the statements of the witnesses examined and establish his innocence.

14. Coming now to the second allegation in para 6 *supra*, that the Ranger and the Forester together had a number of bricks made *departmentally* and submitted a voucher which represented that the bricks had been made *under contract* your memorialist before entering into arguments begs respectfully to crave the mercy of the Government to call for the voucher for Rs. 106-8-0 given by this very same Contractor, Narayan Chetty, for supplying pan and flat tiles for the same Rest House (Pudupatty alias Khansa Puram Rest House) towards the end of March 1896 and compare it with the voucher for Rs. 180 given by him for supplying bricks in February 1896. The first named voucher will, it is believed, be in the Accountant-General's Office and a comparison of the two together, which your memorialist humbly and earnestly requests may be done as both relate to transactions with the same individual for the same building within a few weeks of each other, will go clearly to convince Government that the brick transaction did not differ in any way from the pan and flat tiles transaction, in respect of which no objection has been taken and that Narayan Chetty was the agent for supplying the bricks in the same way as he subsequently supplied the tiles. Besides, even in the distorted statements of the witnesses examined, there is sufficient evidence to prove that Narayan Chetty was the Agent or Contractor in respect of the whole transaction and as such signed the voucher. In Ex. I in answer to the several questions, Narayan Chetty always replies in the first person singular, (*e.g.*) *I made 60000 bricks, I got As. 12 per 1000, I executed the muchilika, the bricks were burnt in my kiln and so forth.* In Ex. J. and K. as already stated the question “Did you make the bricks for the Bungalow?” (*vide* Ex. I) was purposely altered into “Did you and your partners

make the bricks, etc.?" so as to give it a color that Narayan Chetty was not the principal party. Moreover, none of the cartmen examined except Shunmuga Devan (whose evidence and that of Getti Veerappa Naiken were, as already shewn, wholly fabricated and incredible) allege that they received payment from the Ranger or the Forester. The question who paid the money was not asked at all of Arunachella Devan (Ex. N.); while Alagiri Devan (Ex. O.), even when the suggestive question "Did the Ranger pay you?" was put, says that he received his share from Babu Naiken and Thiruvengada Devan, who were not examined as to who paid them the money. Thus it is clear on all hands that the evidence adduced was purposely intended to hide the fact that Narayan Chetty was the principal party for the whole transaction. Further, Narayan Chetty, however much he might be unwilling to disclose the fact of his having been the Contractor because he was tutored not to do so, is still forced to make admissions which indicate that he alone knows the details of the transaction, having been the principal party thereof. For instance, he alone appears to know the names of the cartmen employed to bring firewood; whereas the information of the other potters on the point appears to be vague and indefinite. Further, the voucher for Rs. 180 has not been proved to be false. Neither Narayan Chetty who signed it with his mark nor the Forester who attested it deny having signed or attested it respectively. In the statement of Narayan Chetty (Ex. I.) he was asked whether when he received the money, he signed any paper and he answered *no*. But the voucher was not produced before him and he was not asked whether he did not affix his mark to it? Then only the truth or falsity of the voucher could be established. Thus the evidence so far as it goes clearly shows that Narayan Chetty was the person through whom the supply of bricks was arranged for and as such he signed the voucher. There is therefore no reason to believe that the bricks had been made departmentally, as surmised by the Board.

15. The third allegation is that the Ranger should not have entrusted the work to the Forester.

In the first place, the work on which the Forester was employed was merely the supervision of the making of the bricks and assisting the Contractor in procuring coolies and cart for expediting work at that busy period of harvest season when there is generally a scarcity for labour. Is this work then one which should be undertaken by the Ranger himself? If so, of what use is the Forester?

II. Your memorialist was touring with the D. F. O. until the 26th February '96. He could not therefore have been present at Pudupatty to inspect the making of the bricks earlier, even if he had wished it. On the very next day (the 27th) your memorialist repaired to Pudupatty, inspected the bricks which were being moulded, satisfied himself that the quality of the bricks was up to the required standard and that the money agreed upon was actually due to the payee, paid the first instalment of Rs. 90 and went to inspect other works which were in progress and which had also to be pushed on and completed before the close of the official year. Did your memorialist then shirk responsibility in having entrusted to the Forester the supervision of a piece of work at his own head-quarters and which your memorialist could not be present to personally supervise having been touring at the time with the D. F. O.?

III. The D. F. O. himself told your memorialist that he might count upon the assistance of the Forester when he represented to him (the D. F. O.) the difficulties in the way of completing the work within so short a period; and how else could he look to the Forester for help if he could not be entrusted with a matter of minor detail such as the supervision of the making of bricks?

IV. The only points in the transaction on which your memorialist had to personally satisfy himself were (1) that the bricks were sound in quality; (2) that the full number of bricks bargained for was supplied; (3) that the charge for the bricks was not excessive; and (4) that the amount agreed upon was due to the Contractor and paid to him. On all these points, your memorialist fully satisfied himself by personal enquiry and examination. Your memorialist sent to the Forester the second instalment of Rs. 90 to pay, because (1) it was certain that the amount was due; (2) your memorialist informed the Contractor that he would send the money that day; and (3) if payment was not made, the Contractor was sure to complain to your memorialist that he had not received payment and this he would certainly have done, as subsequent to this transaction the said Narayan Chetty was employed by your memorialist in making pan and flat tiles for the same Rest House, as already stated above. It was therefore clearly unnecessary for your memorialist to proceed a second time to Pudupatty merely for the purpose of paying the second instalment. Further, the voucher was attested by the Forester. There can therefore be no room for suspicion in the absence of any complaint from the contractor himself.

16. The Conservator says in his Proceedings, that the Ranger, (your memorialist) has acted in a most reckless manner in placing himself in the power of Wilson against whom he was specially warned. Again, the Board says that the Ranger was not justified in trusting the Forester to the extent alleged, especially after he had been warned against him. Both these statements exaggerate the real state of facts. In the first place, what was the nature of the warning received by your memorialist and secondly, what was the extent to which your memorialist trusted the Forester and how did he place himself in the power of Wilson? These questions are not answered; but only vague conclusions are expressed. The only warning your memorialist received about the Forester was that the D. F. O. told your memorialist *orally* when the Forester first joined the Range to have an eye on him. But the subsequent conduct of the Forester was entirely satisfactory and your memorialist informed the D. F. O. himself of this. At the time of the brick transaction which was in the latter half of February, there was no room to suspect the Forester's conduct. Nevertheless your memorialist did never completely trust the Forester, as stated by the Conservator. On no occasion did he make an advance to him without taking an Advance Recoverable Voucher (*vide* Ex. Q. page 15) or allow him to make a payment without satisfying himself that the money was actually due. In the present case, your memorialist asked the Forester to arrange for the bricks, because (1) he himself could not be present to make the necessary arrangements, having been on tour with the D. F. O.; (2) owing to the urgent nature of the work, the making of the bricks could not be postponed until your memorialist was able to be personally present at the spot to make the arrangements, but he repaired to the place at the earliest opportunity and satisfied himself about the details of the transaction; (3) your memorialist had already satisfied himself that the bricks were being sold at the time at a price much higher than that agreed upon; and (4) the rate charged for the bricks was even less than the normal rate paid at other times as testified to by the Schedule of Rates and was just sufficient, considering the difficulties in procuring coolies at the time of the harvest season, to cover the actual cost of making the bricks with very little profit even to the Contractor. Seeing therefore that there was no room for suspicion, your memorialist could not but entrust the work to the Forester under the peculiar circumstances he was then placed. At the same time, however, your memorialist had taken all the necessary safeguards to ascertain by personal examination that the amount was actually due to the payee, that the bricks were sound in quality, &c., &c. The Board says that "he (your memorialist) had been at the spot and

made enquiries about the bricks" and then jumps to the conclusion "that it concurs with the Conservator in considering that the Ranger's action was taken with a view to wrongful gain." How the one follows the other it is difficult to understand! It is true your memorialist had been at the spot and made enquiries; and from these enquiries he learnt that the amount charged for (*viz.*, Rs. 180) was actually due to the payee and that the price paid was by no means excessive but on the other hand very cheap, considering the quality of the bricks and the difficulties in procuring coolies at the time and also in getting bricks elsewhere.

17. The fourth and last allegation, *viz.*, that your memorialist acted in connivance with the Forester with a view to wrongful gain, has no foundation in fact. It was merely a theory assumed to explain the transaction and punish your memorialist. The Board says that your memorialist was on friendly terms with the Forester at the time. From what records this was deduced it is not known, nor has the Conservator thrown any light on this point in his Proceedings barring his assertions in para 4 of his Proceedings in which he says that "all through he (your memorialist) continued on good terms with the Forester and neither submitted complaints;" and again "it is also reported that the Ranger (your memorialist) reported well of the Forester, even asking that he might plead for the Ranger in a charge of bribery laid against him by Madasami Nadan." Does the Conservator intend that your memorialist should be constantly complaining of the Forester from the moment he joined the Range, *even when there was no cause for such complaint?* He says "all through your memorialist continued on good terms." How long? The Forester's connexion with the Range lasted only for a little more than 5 months. He joined the Range in November 1895 and was suspended in April 1896, in consequence of your memorialist's report against him dated 6-4-96. So your memorialist did not have the Forester under him for any length of time and it is quite incredible to suppose that he could have made common cause with the latter within these few months, especially after having served Government honestly for a period of 12 years, and thus tried to ruin himself and his hard-earned name for honesty. Besides, the very fact that your memorialist reported against the Forester as soon as his irregularities came to your memorialist's notice, instead of trying to hush up matters, shews that he did not act in league with the Forester. As for the statement that your memorialist reported well of the Forester, it has been already pointed out that the Forester's conduct was at first quite satisfactory and your memorialist informed the D. F. O. of this. In regard to the charge of bribery referred to by the Conservator, your memorialist begs to submit that it was purely an unfounded and frivolous one and was *proved* to be such. It was brought by a person, having no social position and who was convicted by criminal courts, merely with a view to annoy your memorialist. Your memorialist therefore thought it to be quite unbecoming and not at all worth his while to appear before the complainant to answer to his complaint and asked the D.F.O. that he might be allowed to be represented either by a Vakil, or that the Forester might be directed to appear for him and prove the falsity of the charge. Can this circumstance which occurred long before your memorialist had reason to report against the Forester be in any way construed as shewing that your memorialist was *intimate* with the Forester? Yet such are the inferences drawn. Barring the above assertions there is nothing on record to shew that your memorialist "was on terms of great intimacy and friendship with the Forester" in the Board's own words (*vide* para 2 of its Proceedings under Appeal). The Board says that a quarrel eventually arose between your memorialist and the Forester. When and how? As a matter of fact no quarrel ever arose between the two until your memorialist finding that the Forester's conduct was becoming unsatisfactory was obliged to report against

him and the Forester thereupon tried to ruin your memorialist and concocted false charges to incriminate him. Thus it is clear that the theory of intimacy and friendship with the Forester is not founded on records nor can it stand the test of reason and argument. It is purely an imaginary one put forward for the first time by the D.F.O., borrowed from him by the Conservator, and endorsed by the Board, to base the supposition of fraud in the fifth charge now under consideration.

Besides, your memorialist has already shown that there was no fraud at all in the transaction and that the evidence upon which it was concluded that there should have been fraud was one-sided, concocted, contradictory and therefore incredible and worthless. Your memorialist had all along acted *bona fide* in the transaction and the previous testimonials of his work would show that he had always been an upright and straightforward officer, for otherwise he would not have risen in the department so soon and so rapidly. Your memorialist therefore leaves it to Government to judge whether this charge of having acted in connivance with the Forester is consistent with the facts as set forth above. The Conservator, in order to explain the charge of fraud against your memorialist, supposes that there was an intimacy between the Forester and your memorialist and on that supposition builds another supposition that "it is necessary therefore to suppose that the Ranger's action was taken with a view to wrongful gain." Unfortunately, the Board also concurs with the Conservator in his finding which, as is shown, is built upon a series of supposition. Your memorialist therefore craves the mercy of the Government to judge whether it is right and proper to dismiss a public servant of the standing and service of your memorialist on the mere supposition of fraud without definitely proving that he had actually committed one, on the strength of the evidence of the witnesses of the stamp examined, taken at the back of your memorialist without any attempt having been made to test their statements or opportunity having been given to your memorialist to cross-examine them and to cite his witnesses to prove the falsity of the charge—an evidence which has nevertheless been proved to be tutored, concocted, contradictory and false.

18. Your memorialist has thus narrated the particulars of the case. He has shown the circumstances under which he entrusted the work to the Forester and tried to convince the Government that the rate for which the bricks were supplied was far too cheap to leave any surplus to misappropriate, that the evidence of the tutored witnesses was insufficient and incredible, that the brick transaction did not differ in any respect from the tile transaction for which a voucher for Rs. 106-8-0 was given by the very same Narayan Chetty in March 1896, that your memorialist personally inspected the bricks and ascertained from the payee and his work-men that the full amount of Rs. 180 was due to them and that there was no reason to doubt the payment as the voucher signed by the mark of the payee and attested by the Forester bore testimony to it and as no complaint was received that the payment was not made until the Forester's malicious and false report against your memorialist of the 28th April 1896 in which he went to the length of seriously implicating himself in order to be sure of your memorialist's fall. [Your memorialist has thus been made a scape-goat at the instance of the Forester, has been robbed of his reputation, robbed of his bread and that of his large family and thrown into the world without any support. He has been condemned, after having served Government for 12 years zealously, honestly and well, without a fair hearing, without a fair trial and upon distorted and concocted evidence.]

Your memorialist therefore humbly begs Your Excellency will be graciously pleased after careful perusal of this explanation to establish his innocence and thus render justice to him.

19. Turning now to the other charges against your memorialist, the first three namely:—

- (i) Temporary misappropriation of Government money;
- (ii) Habitual manipulation of Government accounts before entering payments in the cash book; and
- (iii) Disobeying Code Orders, Sections 137, 138, and 140

deal with irregularities in keeping accounts. The Board acquits your memorialist of the more serious of these charges, namely, temporary misappropriation of money and finds him guilty only of the minor charge that "in contravention of orders he kept his accounts in a careless and irregular manner, well calculated to facilitate the commission of fraud." In arriving at this conclusion the Board says that: "*It is abundantly proved that the Ranger, instead of writing up his cash book daily was in the practice of doing so from time to time and for this purpose had frequently to go through some elaborate calculations on loose sheets of paper before the accounts could be reduced to a form which would permit of their satisfactory entry in the cash book. The notes of these calculations shew that at times deficiency was discovered, which had to be accounted for* " vide para 4 of Board's Proceedings under Appeal.

20. In the first place, your memorialist begs to submit that while at head quarters, the cash book was used to be written up by him daily and also when he was absent on long tours; but when he went on short tours for 3 or 4 days unaccompanied by his clerk, he was not in the habit of taking his cash book with him. In long tours, as a rule, your memorialist would make arrangements to halt at convenient places, such as Rest Houses, Choultries, etc., well secured against robbers,—Srivilliputur Taluk being notorious for incendiarism and dacoities. But in short tours it would not be possible to make such arrangements, and your memorialist would constantly have to live in tents far away from villages at the foot of, or up the hills. He was therefore not in the practice of taking his cash chest and also the valuable records such as cash book, etc., when absent on such tours, which, after all, would last only for 3 or 4 days. This practice was going on always ever since your memorialist joined the range and even before his time and nobody took exception to it. When going on short tours your memorialist used to take only such money as might be necessary to pay for the works in progress, and as soon as he returned to head-quarters he would enter the payments made by him in the cash book.

Besides, there are no orders requiring the cash book to be written up daily. Sec. 137 of the Forest Code, 2nd Edition, merely requires the Disbursing Officer "to enter in the cash book all money transactions as they occur." This does not necessarily imply that the cash book should be written up daily. In fact it is impossible to do so when, as stated above, the Disbursing Officer is away on tour in remote localities leaving his clerk at head-quarters. The clerk would receive vouchers for revenue collections paid into the Treasury at head-quarters; while the Disbursing Officer would also receive revenue and make payments. All these transactions would have to be shown in the cash book "in the order of their occurrence," which is apparently the meaning of the words "as they occur" in Section 137; and for this purpose the Disbursing Officer would have to wait until he returns to head-quarters before writing up the cash book, as he has to know what items of receipt were paid into the Treasury during his absence and for which Challans were received by his clerk. As a matter of fact, this is the practice followed in all the Range Offices and District Forest Offices. Cash book is not written up daily, nor is it practicable to do so when the Officer is on tour.

21. Secondly, the Board says that your memorialist was in the habit of frequently going through some elaborate calculations on loose sheets of paper before the accounts could be reduced to a form which would permit of their satisfactory entry in the cash book. What the Board exactly means by this, your memorialist fails to understand. On making payment your memorialist would always receive a voucher, which would help him to enter the transactions in the cash book on return to head-quarters. The loose sheets of paper referred to consisted of two sets:—I. Loose scraps of paper, in which figures were jotted down by your memorialist to check the balance in hand after making payments; and II. Rough cash sheets, in which entries used to be made roughly at first, so that there might be no corrections when entering them in the cash book. Your memorialist used to make the jottings on scrap papers for his own information to check the balance in hand after making payments, while the rough cash sheets were kept towards the neat maintenance of the cash book. The sheets in set I. with a solitary exception are all in your memorialist's handwriting while those in set II. are generally in the handwriting of the clerk. For, as already stated above, during the absence of your memorialist on tour unaccompanied by the clerk, the latter used to receive Challans from contractors in support of revenue remitted to the Treasury and he would also receive paid vouchers from your memorialist. These he would enter in the rough cash sheets pending your memorialist's return, when your memorialist used to check the entries and incorporate them in the cash book. As soon as this is done, the loose sheets used to be thrown away in the waste paper basket.

22. Your memorialist did not keep these loose sheets with any dishonest motive, nor did the idea of doing so ever enter his mind; for if he had any such motive, he should have destroyed them then and there instead of throwing them into the waste paper basket. He had recourse to the loose sheets *bonâ fide* to note down the figures for his own information in checking the balance on hand and with a view to avoid corrections in the cash book; but he never, in his innocence, believed that they were capable of being misconstrued in the manner in which they had been. Moreover, the practice of noting down the figures on a separate piece of paper before entering them in the cash book or any other account book is in vogue in almost all the account offices,—even in the office of the D. F. O., as it helps to keep the cash book neat and tidy and also to check and arrange in order the several entries. Your memorialist therefore adopted the same practice. The Board says that elaborate calculations were made on these loose sheets. It is not clear what it means by this. In the loose scraps, your memorialist used to enter separately the details of (1) the advances made; (2) the recoveries of such advances either in cash or in paid vouchers; (3) direct payments made by him out of the amount taken by him on tour; and (4) the collections received, so that he might see at a glance what amount was actually disbursed, how much stands as advance and what is the balance remaining. Thus the entries in these scraps will be something as follows:—Taking for instance the one referred to by the D. F. O., vide sheet numbered 11, the following will be found entered in the body of the sheet:—

Cheque No. 2	...	...	...	Rs. 650 0 0
Revenue Collection	...	...	...	" 22 12 9
Do.	...	...	...	" 9 0 0
				681 12 9
Cash on hand				" 514 7 9
				167 5 0
Payment				" 110 13 4

Rs. 167-5-0 was the amount taken by your memorialist on tour and Rs. 110-13-4 was the money spent out of it. Out of this Rs. 110-13-4, the actual payments made were entered at the topmost corner of the sheet, while the details of the amount paid as advances were entered on the reverse of it. The items entered in the rough cash sheets (Set II.), on the other hand, were exactly the same as those subsequently transferred to the cash book; and consequently it will be seen that there would be no difference at all between the amounts of the items entered in these rough cash sheets and those entered in the cash book.

It is thus patent that your memorialist had recourse to these loose sheets as a matter of convenience and partly also of necessity and that he had no dishonest motive in having had recourse to them, as the Conservator's charges would seem to imply. The unscrupulous Forester, desiring to make capital out of them against your memorialist, surreptitiously made away with these scrap papers in connivance with the Range Clerk and he well succeeded in his machinations with the result that an innocent Ranger has been punished for no fault of his and left adrift in the world after having served the Government for a period of 12 years during which his conduct was never once considered suspicious.

23. Thirdly, as regards the Board's remark that the rough notes shewed that at times deficiency was discovered, your memorialist begs to submit as follows:—

The alleged deficiency was merely fictitious and has never been proved to exist. The ordinary way to find out a deficiency or misappropriation is to count the money in the cash chest and see whether the amount there corresponds with the amount shown as cash balance in the cash book. But instead of following that procedure in your memorialist's case, deficiency was inferred in May 1896 from certain entries in the loose scraps of paper relating to August 1895. The entries were as follows:—

No. 1.			No. 2.		
Cheque No. 2	...	650 0 0	Cheque No. 1	...	650 0 0
Rev. Coll. ...	...	22 12 9	Rev. ...	...	9 0 0
Do. ...	...	9 0 0			
		681 12 9			659 0 0
Cash in hand	...	514 7 9	Cash in hand	...	514 7 9
		Rs. 167 5 0			
			சுமம்...	144 8 3	
			Payment...	110 13 4	
				33 10 11	
			To house...	17 8 0	
			To V. M. of Venkatasapuram...	15 0 0	
				32 8 0	
			சுமம்...	1 2 11	
			சாண்டாசாஸ்டீ...	1 0 0	

No. 1 was in your memorialist's handwriting, while No. 2 in that of his Clerk. Rs. 167-5-0 shewn in No. 1 was considered to require explanation. Your memorialist pointed out that it represented money taken by him from the cash chest at head-quarters while going out on circuit and that after his return from tour he jotted down the amount on a piece of paper to help him to enter the pay-

ments made therefrom while on tour preparatory to entering them in the cash book. In No. 2 which was as already stated in the handwriting of the Range Clerk, he uses the word சுமம் which was taken to mean deficiency. It will however be observed from a close examination of the several entries that the Range Clerk's figures (the first portion of them) were merely a copy of the entries made by your memorialist in No. 1 with the item—Revenue Collection 22-12-9 omitted. The Clerk uses the word சுமம் to denote balance (meaning balance of money with the Ranger which he has taken out on circuit); for if சுமம் had meant deficiency, how could payments have been made out of a deficiency as the next item after சுமம் would show? Your memorialist was directed to explain the meaning of the item—To house, 17-8-0. He pointed out that it meant batta due to your memorialist and sent to his house, as evidenced by the entry in the Cash Book for August 1895 supported by your memorialist's Travelling Allowance Bill for the amount drawn in that month. In this connexion, your memorialist begs to remark that Sheet No. 2 in the writing of the Range Clerk was suspicious and unauthorized. It was written in an ink which was new and quite distinct from the ink of the other sheets written by the Clerk at about the same time. This was pointed out by your memorialist to the D. F. O. on the 28th of April 1896 when the charge of temporary misappropriation was presented against your memorialist by the Forester. Further as stated above, the first portion of the sheet was merely a copy of the entry made by your memorialist in No. 1, leaving out the item Revenue Collection Rs. 22-12-9 and there is also the fact that the Clerk had no necessity to make these entries. When your memorialist takes money on circuit, he invariably used to enter in his own handwriting the amount taken and the payments made out of it on a piece of paper on return to head-quarters to verify the balance and to enter the transactions in the cash book; while the Clerk used to keep only rough cash sheets, shewing the amounts of vouchers received by him on account of Revenue remitted to Treasury and of paid vouchers received from your memorialist. Thus all the scrap papers (from pages 1 to 17) with the single exception of the one (page 18) now under consideration are in the handwriting of your memorialist, while the rough cash sheets alone are in the handwriting of the Clerk. From the above explanation, it will be clearly seen that the Clerk wrote and introduced this piece of paper surreptitiously in connivance with Forester Wilson at the time the latter brought charges against your memorialist in order to involve your memorialist into trouble and that he used such words as சுமம், To house, etc., to make it appear that your memorialist had misappropriated money. It will also be seen that the word சுமம் does not occur anywhere else but in this one sheet in the handwriting of the Range Clerk. The inference is therefore clear that the clerk made the entries in this piece of paper not at the time of the occurrence of the transactions, but long after it, (i.e., some two or three days before the presentation of the Forester's charge) with a malicious motive in order to make it convey an appearance that your memorialist tampered with Government money.

A word or two about the Range Clerk's connexion with Forester Wilson will, your memorialist trusts, not be out of place in this connexion. Firstly—Forester Wilson is admitted to be a hopelessly corrupt and unscrupulous man and it is by no means difficult for one of his character to buy out a man in the position of a Range Clerk drawing Rs. 12 per mensem to serve his purpose. Secondly—The Range Clerk was all along a friend of the Forester and bore even false evidence in his favor in a Criminal case, wherein the Deputy Magistrate remarked: "Of the witnesses for the second accused (Wilson), G. Perumanayagam Pillai (Range Clerk) is utterly untrustworthy. His evidence seems to me to be totally false. He has contradicted himself most disgracefully, as a perusal of his evidence will show."—Vide judgment in C. C. No. 18 of 1896 on the

file of the Deputy Magistrate, Srivilliputtur. From these facts, and there are also other facts to prove that the Range Clerk did not like your memorialist as he would not allow him to swindle Government money, it is evident that he had acted in collision with the Forester.

24. The Conservator states in clause 8 of para 11 of his Proceedings that your memorialist confined his explanation to three loose sheets only, whereas he was supplied with copies of 25. Your memorialist begs to state that he was asked to explain only with regard to 3 sheets. Further, your memorialist had explained to the D. F. O. then and there that all the papers connected with the loose sheets were not produced when the charge was filed against him, but only such scraps as were likely to throw suspicion and as could not be explained without reference to the other sheets connected with them which were maliciously withheld.

25. Your memorialist would not have dilated on these points so much but for the fact that the Board of Revenue appears to have completely misunderstood the position. It says in its Order, para 5, that in its opinion all that is distinctly proved against your memorialist with regard to these charges is that "in contravention of orders he kept his accounts in a careless and irregular manner well calculated to facilitate the commission of fraud." The Board thus exonerates your memorialist from the actual commission of any fraud and to this extent it does not accept the Conservator's finding. But it agrees with the Conservator that your memorialist kept his accounts in a careless and irregular manner and violated the provisions of Sections 137 and 138 of the Forest Code. Your memorialist has already pointed out that he did not violate the provisions of Section 137; on the other hand, it was on account of the extreme care that he took that the account should be neat and tidy, that he was found fault with. Nor did he keep any irregular or separate accounts within the meaning of Section 138. The loose sheets should not be confounded with irregular accounts properly so called, for they were merely notes to help your memorialist in entering the transactions in the cash book and were thrown away the moment the transactions were entered. These sheets were not kept and retained separately as a part of the record and then only they can be called irregular. In fact, almost every Accountant is in the habit of jotting down figures on a piece of paper before entering them in his register or other account book. He does not thereby keep irregular accounts. Further, if your memorialist had been in the habit of keeping his accounts in a careless and irregular manner as stated by the Board, how was it that his carelessness and irregularity were not noticed by the D.F.Os. (for your memorialist served during his tenure of office in this Range under two D.F.Os.—Messrs. Thornton and Bryant), during their half yearly inspections of the Range conducted under Section 208 of the Forest Code? And can it really be supposed that it escaped their notice not once or twice, but ever since your memorialist joined the Range in October 1893 until his connection with it ceased in May 1896. The answer to this question itself is sufficient to convince the Government regarding your memorialist's innocence. He has been sacrificed at the altar of intrigue and by unscrupulous subordinates his name has been dishonored and his prospects blighted. In fact, in every inspection of your memorialist's Range, the D.F.O. was remarking that the accounts were kept neat and tidy and *not even once* that they were irregular and careless—*vide* D.F.O.'s Inspection Memoranda referred to at the end of para 2 *supra*.

26. Thus it will be seen that these charges of irregularities in keeping accounts (charges Nos. 1 to 3), in regard to which the Board accepts *partly* the Conservator's finding, are like charge No. 5 already dealt with, based upon mere unfounded supposi-

tion and unwarranted inferences. Further there has been really no violation of the Code orders as stated by the Conservator.

27. Your memorialist need not dwell at length upon charge No. IV. "Receiving an illegal gratification from Babu Raja", as the Board acquits your memorialist of it; but a few words in regard to the origin of the charge may not be out of place as shewing its utter hollowness and the way in which charges were framed against your memorialist. The charge was a sequel of the Grazing Case referred to by the Conservator in para. 9 of his Proceedings, dated 31-10-96, (Ex. A.) and which was originally brought forward by the Forester in his report to the D. F. O. submitted on 11-4-96. The story as told by the Forester was that Kuppu Raja, the man whose goats were impounded by the Forester, employed Babu Raja, his relative, to bribe your memorialist to permit the illicit grazing of his goats. This story however on enquiry fell to the ground with the result that it established the innocence of your memorialist and the malice of the Forester. The Range Clerk, who was cited by the Forester as a witness, thereupon came with another version of the story, saying that he saw Babu Raja coming to the Ranger's house one day with Rs. 200 which he (Babu Raja) said he brought on behalf of Kuppu Raja whom the Ranger asked for Rs. 250 to clear his debts. On enquiry this statement also was contradicted both by Kuppu Raja and Babu Raja and it was elicited that the latter brought the amount for payment on account of his lease of Valaikulam *cove*, but that owing to some dispute as to the adjustment of certain other amounts due to him, the money was not accepted and the man therefore took back the money without paying. Nevertheless, the D.F.O. allowed the charge to stand and based it on the uncorroborated statement of the Range Clerk whom your memorialist has already proved to have been untrue and to have been acting in league with the Forester. The Conservator, however, seeing that it was futile to uphold the charge of illegal gratification on account of the overwhelming evidence against that supposition, converted it into one of temporary misappropriation of money in that your memorialist might not have disbursed to Babu Raja the money (Rs. 284-6-5) shown as paid to him in the cash book on the 19th March '96, but might have kept it with him (*i.e.*, your memorialist) in safe custody for the Contractor. To support this view, the Conservator indulges in a series of probabilities; but he forgets that these probabilities might not after all be realities and that therefore no conclusions could be based upon them, much less a conclusion which affects so vitally the reputation and interests of a subordinate of the standing and service of your memorialist. The Board however has now acquitted your memorialist of the charge.

From all this, it is evident that the story of the illegal gratification was a false and base concoction, brought forward by the Forester, to use the Conservator's and the D.F.O.'s own words, "to revenge himself not only on Kuppu Raja but also on the Ranger." Your memorialist would not have dilated on these points were it not to show that the D.F.O. and the Conservator based their decisions on insufficient evidence and mere suppositions. Another point which your memorialist wishes to bring to your Excellency's notice is that in this charge the enquiry differed from that into the other charges and was conducted formally and justly by examining the witnesses on either side with the right of cross-examination. The result was that in "the Grazing Case" the innocence of your memorialist and the malice of the Forester were proved and the Board has acquitted your memorialist of "the charge of illegal gratification" which was deduced from it.

SUMMARY.

28. To sum up, your memorialist has thus shown that the charges framed against him were groundless and were based on mere suppositions; that the very fact that these charges were brought forward by the Forester (against whom your memorialist had previously reported), *one after another*, with long intervals, as his successive attempts to incriminate your memorialist failed, shows that they were spurious; that the first charge, namely, "conniving at the illicit grazing of goats," of which your memorialist was accused by the Forester, was, after a fair and impartial inquiry at which witnesses were heard on both sides and cross-examination freely allowed, proved to be *wholly false and concocted*; that after an interval of 17 days after this, the Forester brought forward the other charges; that if these latter were true, he would have readily accused your memorialist of them *first* instead of fabricating a false and deceitful story as the first charge was proved to be; that even the second charge (temporary misappropriation) of which your memorialist was accused by the Forester was *proved to be without foundation* and as such the Board has exonerated your memorialist from it; that in regard to the charge of criminal misappropriation, which is the fifth charge on the list and which is the only one on which the Board lays any stress the evidence taken was *one-sided, imperfect, false and contradictory and therefore untrustworthy and incredible*; that in the first place, *there is nothing to prove that your memorialist acted criminally and that he misappropriated*; that the Forester's report of the 28th April 1896 on which the charge was based, was prompted by malice and *unreliable, the Forester not having substantiated the statements made therein as he promised to do*; that the evidence adduced was purposely intended to hide the fact that Narayan Chetty, the man who signed the voucher, was the agent or contractor for the supply of the bricks and that it was through him the payment was made to the several workmen; that the voucher for Rs. 180 signed by Narayan Chetty, and attested by the Forester has not been declared to be false or spurious; that, on the other hand, the Forester himself admitted having attested it and obtained the mark of Narayan Chetty thereto; that there is nothing to prove that Narayan Chetty was asked or compelled to sign the voucher for Rs. 180 without his having received that amount; that the very same contractor, Narayan Chetty, had in March 1896 supplied flat and pan tiles for the same rest-house for which he gave a voucher for Rs. 106-8 signed with his mark and duly attested by a witness, which is now believed to be in the Accountant-General's Office; that a comparison of the two vouchers will conclusively prove that the voucher under consideration is not spurious and that the transaction was perfectly honest; that the obvious charges and based their decision on the incomplete evidence taken; that the rate for which the bricks were supplied was sufficiently low—far less than the prevailing rates in the locality and the schedule of rates—and that the D. F. O. himself did not object to it when the voucher was first submitted to him; that in fact it was not possible to get bricks made or supplied elsewhere at still lower rates; that your memorialist did not act indiscreetly in having entrusted the work in the first instance to the Forester as owing to the short time within which the building had to be completed and the enforced absence of your memorialist who was on tour with the D. F. O., he had no option but to do so and besides, the work itself was only an ordinary piece of executive work which consisted in supervising the making of the bricks and helping the contractor in procuring coolies and carts so as to get the work done as quick as possible; that your memorialist had taken all the necessary precautions to satisfy himself about the cost and quality of the bricks and had the first instalment paid in his own presence; that your memorialist did not act in connivance with the Forester; that the

very short period, (*viz.*, little more than 5 months) for which the latter's connection with the range lasted and the fact that your memorialist reported against him as soon as his irregularities came to notice prove that your memorialist was not, and could not have been in such close sympathy with the Forester; that in fine, the innumerable contradictions and discrepancies in the report and the statement of the Forester (who was the complainant in the charge) and in the statements of the witnesses examined, even without their having been allowed to be subjected to the test of cross-examination by your memorialist or any attempt having been made by the D. F. O. himself to sift them, clearly indicate that the charge was utterly false and malicious and wholly without foundation; that the first three charges framed against your memorialist by the Conservators have been reduced by the Board into one of carelessness and irregularity in keeping accounts that carelessness was inferred from the fact of your memorialist not having written the cash book daily when absent on circuit and from his having made notes of receipts and disbursements on separate pieces of paper prior to their being incorporated in the cash book; that as regards the failure to write the cash book daily, there is ample evidence to show that it is not practicable to do this or to carry the cash book and the cash box with safety when the officer is on short tour unaccompanied by his clerk in a range like Srivilliputtur which is notorious for incendiarism and dacoities; that besides, the Forest Code Section 137 does not require that the cash book should be written up daily; that the very adherence to its provisions necessitates the writing up of the cash book at intervals when the clerk is left at head-quarters while the officer is on tour; that your memorialist did not have recourse to the loose sheets with any dishonest motive but solely with a view to keep the cash book neat and tidy and to check his accounts; that moreover, the maintenance of the rough cash sheets was a matter of necessity when the cash book could not be written up daily, since a note of the transactions for which vouchers were received by the clerk had to be kept pending the incorporation of the same in the cash book on the return of the Ranger to his head-quarters; that the loose sheets were merely notes to help your memorialist to check the balance in hand and to enter the transactions in the cash book and were thrown away the moment this was done; that the procedure adopted in this respect was in consonance with the practice followed in other account offices; that your memorialist did not retain the loose sheets as part of the record and that he did not therefore maintain any irregular accounts within the meaning of Section 138 of the Forest Code; that if your memorialist had really kept his accounts in a careless and irregular manner, the carelessness and irregularity would have been noticed by the D. F. O. during his half-yearly inspections of the range; that on the other hand, the D. F. Os. (both Mr. Bryant and his predecessor) were remarking in successive inspection notes that the accounts were neat and tidy and not at all that they were careless or irregular; and that therefore there being nothing to prove that your memorialist had violated the Code orders or that he has kept his accounts carelessly and irregularly, this charge like charge No. 5 (criminal misappropriation) is baseless and untenable and was solely brought through the malice of the Forester who acted in collision with the Range Clerk.

Your memorialist therefore most respectfully and humbly prays that after carefully going through the records in the light of the explanation above furnished and also taking into consideration the past service and conduct of your memorialist, Your Excellency in Council will be graciously pleased to grant him justice by restoring him to his appointment with arrears of pay.

For which act of charity and justice your memorialist will, as in duty bound,
EVER PRAY.

20 June 1897

Malaya Pillai
Mapillai Nayakan Arumanai Street
Fort Trichinopoly - P. T. O.

List of Enclosures

A Records forwarded with the memorial.

1. Board Proceedings Forest No. 216 dated 26.4.97. En. A.
2. Conservator's Proceedings No. 31-10. 96 (Printed) En. A.
3. Do. in ms En. A.
4. Your Memorialist's original Explanation to the Com. - Conservator En. B.
5. Statement of the Range Clerk. En. C.
6. Do. Forest Officer En. D.
7. Do. of Witnesses En. E & F.
14. Forest Officer's Report En. F.
15. Statement of your Memorialist - En. G.

B. Records forwarded by the Conservator.

1. Service Register
2. Half yearly Conduct Reports
3. Remarks by Col. Walker in the record of services prior to his retirement in 1891.
4. Inspection Memoranda of the Stowship at Range - 2 (Two) in January 1894. one in Feb. May 1895. one in June 1895. one in Feb. 1896.
5. Range Cash Book
6. Nominal roll of Caste employed in road work within Road work from 23 Feb to 27 Feb 96.

J. Dore

7. Loose scraps of paper on Range Cash Books.

8. Vouchers for Rs 180 for the supply of bricks for Pundipathyaliam Khavashat Puroam. rest house

9. Do. for Rs 106. 8. for the supply of Pan of flat tiles for Do. (dated 1996).

10. Range Clerk's travelling allowance bill for May 96 (Sivelliputur Range)

11. Petition of Babu Raja building Contractor requesting pay on but for the materials stored up in the Pundipathyaliam Khavashat Puroam rest house Camp from 1st Feb to 1st March 96 or Commencement of March 96

Malayathillai

J.

The Secretary to Government, Revenue Department Fort St. George

Respected Sir,

I beg to submit herewith in response to your order a duplicate copy of my memorial to Government appealing against the order of my dismissal, which I have this day forwarded through the Conservator of Forests to the Civil

I beg to remain
Respected Sir
Yours most obedient Servant
Malayathillai

20th June 1894.

Handwritten notes in left margin, including "The Government of India" and other illegible text.

When given for copying _____
 When copied _____
 When examined _____
 When signed _____

189

READ AGAIN G.O., No.
 189

DATED

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
 IN ORIGINAL.

N.B.—

- A = Copy in full.
- B = Not to be copied.
- P = Copy abstract only.
- Q = Copy heading only