

Revenue (1899) Department.

MISCELLANEOUS SERIES.

G.O., No. 967

DATED 8th March

[Despatch Abstract.]

Informing Mr. R. Jayaraja Rao,
late Huzur Sarshtadar, Nilgiris, that the
Govt. sees no sufficient ^{reason} to reconsider the
order dismissing him from the service.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
g.o.	254	Rev	27-4-98.				

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
~~Cum gratia 2798/99~~							
G.O.	3664	Rev	16-10-99				

CURRENT No. 1547
 Court no 34

8/2/99

From Board of Revenue
Land Revenue

Order Mis. no 967 78th March 99.

The petitioner will be informed that the Govt. sees no sufficient reason to reconsider the orders ^{already} passed on his case.

(from orders).

7/2/89
SP/25/1C

Ref. No. 10
Conf. No. 8

Dated 1st March 1899

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Enclosures a la file

Spare copies

SUBJECT

20 of the petr.

" } Board of Revs, L.R. with

encls. (all except
petr).

~~Defect~~
 10.3.99
 P.E.
 6.3.99.

Submitting to Government,
Memorial from K. R. R. Jayaraj
Rao, late Shree Sharikadur,
Kilgiris, praying for reinstatement.

BACK PAPERS.

G.O.	No.	Department.	Date.
Sp	205	Rev	1.2.99
Sp	234	Rev	27.4.98

FURTHER PAPERS.

G.O.	No.	Department.	Date.

CONFIDENTIAL.

Reference on Genl Regr. No. 655 of 1898.

In replying the above should be quoted.



(LAND REVENUE.)

READ

Endorsement of L. J. Weir Esq., Collector of the Nilgiris, dated 16 February 1899, Ref: on Conf No. 16, on petition from Mr. R. Jayaraja Rao, late Shree Sharikasar, Nilgiris, dated 10 December 1898.

Reference L. No. 10, dated 1st March 1899, Conf No. 8.

The memorial will be submitted to Government for orders.

The Board has given a statement of its views in Board's Proceedings No. 1788, dated 15 May 1897 and No. 4819, dated 18 December 1897 and the final orders of Government were passed in Government Order, No. 234, Revenue, dated 27 April 1898.

Lionel Davidson
Ag. Secretary

To

The Secretary to Government,
Revenue Department, with
Memorial & Nos: in original

Copied

x The reference in the margin and
pet's explanation to the Colls. d.
31.3.97
all 13.12.97

PETITION

0013

REVENUE DEPT.

To

His Excellency Sir Arthur Elibank Havelock,

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

Governor and President in Council of Fort St. George,

Through the Collector of Nilgiri

OOTACAMUND.

MAY IT PLEASE YOUR EXCELLENCY,

The humble petition of R. JAYARAJA RAW, late Huzur Sheristadar, Nilgiri Collectorate, dismissed under G. O., Revenue Department, No. 234, Press, dated 27th April 1898, praying for a reconsideration of the orders contained therein most respectfully sheweth:—

That at the outset the petitioner begs to submit that he is not in possession of all the facts connected with the case against him as he has not been furnished, though he applied for them, with copies of the Collector's and the Board's reports in his case and that he is, therefore, obliged to confine himself to the facts contained in the records and papers available with him.

2. That the petitioner is not aware that there is on record any written complaint or statement made by Nare Gouden or any others either before the Collector or the Head Assistant Collector prior to the enquiry held by the latter officer who says "I was authorized by the Collector to hold a revenue enquiry."

3. He specified certain matters that I should enquire into and also authorised me to enquire into other matters that might arise. I submitted reports to the Collector in respect of the several enquiries held by me. The witnesses were examined. Some were mentioned in the Collector's proceedings authorizing me to make enquiries, others were cited by Mr. Shortt and others were cited by the witnesses who appeared. Mr. Shortt assisted me generally in the revenue enquiry but in the case against the accused (N. B. a separate criminal case against a Badaga in which this deposition was given) he did not assist me much as it arose out of my enquiry into the other cases. I believe in respect of some of the witnesses I was told by the Police what they would depose. The present acting Sheristadar, Narasimha Iyer, assisted me as a clerk, interpreting and writing other matters for me. I cannot say whether he brought to my notice about endorsements on certain applications for Kurnumships. The whole file was sent to me. I searched Jayaraja Raw's house on the Collector's orders. He consented to have his house searched. It was in respect of another case against him (the present one?) The search was general to see if there was any documentary evidence that he had received bribes." Kari says "I know that on the day before Narai and the Police had come to my house. I then talked with Nare who told me he was being advised to tell all about the money and asked me for the receipt signed by the Iyer. I took and gave it. I had no other talk with them then." Thimmannachar, Schoolmaster, said "Naidu said 'Police went to the Bank some days ago'." These quotations make it apparent that the Police and the Acting Sheristadar were actively concerned in the matter of the case against the petitioner and that the petitioner was needlessly put to disgrace in his house being searched. The enquiries by the Head Assistant Collector having been made in January 1897 any one had ample time to concoct cases as he chose.

4. That the examination of witnesses on behalf of the prosecution by the Head Assistant Collector was made behind the petitioner's back so that he had no opportunity to cross examine them at the first instance and to assure himself that they made their statements of their own unfeigned will.

5. That the petitioner was most suddenly and unsuspectingly placed by the Collector under suspension on arrival at the office on the 27th February 1897 and the witnesses against

para 4

cf. para 4

him previously secured were then and there examined so that the petitioner was not able to make out the story against him until after a number of witnesses were heard and that this placed him under considerable disadvantage in meeting a serious charge preferred against him.

5. That petitioner, however, sometime previously was asked certain questions about one Nare's application for a Sub-moniem's post and one Kari's sending the petitioner a registered letter to the Kistna District, the contents of which were not then stated to him, that petitioner answered those questions and the Head Assistant Collector searching in the petitioner's house for the original letter did not find it and that the petitioner from that circumstance alone could not understand what was the matter but confidently trusted to his own uprightness to meet any thing prejudicial to him. *para 4*

6. That the Collector in his enquiry merely read over to the prosecution witnesses the statements they had made to the Head Assistant Collector and asked them if they were correct, so that, to the considerable prejudice of the petitioner and advantage to the prosecution, the procedure proved to be a welcome refreshment to their memory.

7. That the utilization of a witness called on to prove one fact for deposing to another when other witnesses for the latter had broken down and the improvements made on subsequent dates by certain witnesses over their evidence given on a previous day (as will appear clearly later on) plainly indicate a common working centre whence all this operation proceeded.

8. That no counsel was allowed to represent the petitioner, although such course is nowhere prohibited, in a case of an extremely serious nature involving, as it now has done, dismissal from the public service after an approved service of nearly 16 years and that the petitioner was, in the perturbed state of his mind, thrown back on his own unprofessional resources. *para 5*

9. That the petitioner's principal accuser, Nare, is described as litigious, quarrelsome, illiterate and wicked and, besides, is quite chagrined at his failure to get the moniem's appointment to which he aspired; his colleague, Kari, is, according to his own statement, an eater of opium and out of his senses and according to Nare, the Badagas' wakil (a litigious, troublesome and mendacious person whose criminal prosecution for giving false evidence the local Sub-Judge once sanctioned;) the other Badaga witnesses are Nare's near kinsmen (Hucha is brother's son, Pada, uncle's son, Boja, sister's son, Madiya, sister's son of his great uncle;) Govindasamy Pillay and Mir Mahomed Ghouse have deemed themselves sorely aggrieved at official disappointments suffered. And it is these that have conspired with the officials interested to spoil the petitioner's reputation and prospects. *para 33*

10. That in spite of these difficulties the petitioner has very far succeeded in exposing the gross untruth and hopeless discrepancies, contradictions and improbabilities in the evidence for the prosecution as will be seen in the succeeding paragraphs.

11. That turning to the case against the petitioner, he has been charged that (a) between November 1895 and March 1896 or thereabouts he received a bribe of Rs. 150 from Nare of Kallhatty for exerting his influence to get Nare the Sub-Moniemship of Naduhatty or (b) he borrowed the said sum in contravention of departmental rules. Which it is and whether it is either the Collector and the Government are yet unable to decide, such is the nature of the evidence. Neither is the time of the alleged delinquency definitely stated but is made to find a place somewhere between November 1895 and March 1896. *para 1*

12. That the story of the prosecution is:—Nare, an applicant for a Sub-Moniem's place, failing with the Deputy Tahsildar, went to Ootacamund with Rs. 150 wherewith to engage a pleader and represent his claims. This sum he had borrowed a month and a half ago, on 2nd November 1895, from a shop at Kotagiri. At Ootacamund he met one Kari with whom and with three others he proceeded in the evening to the Sheristadar's house and as previously arranged by Kari gave the Sheristadar the money he brought through Kari and got a promise that the money would be returned in a month and the post procured for him. Some time after, on 12th April 1896 seeing that the money was not returned he got a registered notice signed by Kari and sent it to the Sheristadar to Vinukonda, Kistna District. On the Sheristadar's return Nare went to him first with Kari and the next day with Boja and got Rs. 140 back on the latter day namely 11th September 1896 in two fifty rupees and two twenty rupees notes and was referred for the balance of Rs. 10 to Kari who acknowledged his liability. Nare tendered this sum to the shopkeeper from whom he had borrowed and on his refusing to *para 7*

take part payment lent the two fifty rupees notes to Madiya and twenty rupees note to Hucha and himself spent the other twenty rupees note. Madiya noted the numbers of the two fifty rupees notes in his note book and cashed them at the Kotagiri shop on 8th October 1896.

13 ~~14~~. That the whole story may be divided under three heads, viz., (1) the alleged payment to the Sheristadar (2) the alleged sending of the registered notice (3) and the alleged repayment of the money and the loan to Madiya, his note of the numbers of the fifty rupees notes and their encashment. The first heading comprises the questions:—

- (a) How the money was raised by Nare.
- (b) How, when and who negotiated with the petitioner.
- (c.) Who actually paid the money.
- (d.) When, how and how much paid, on all which the evidence is hopelessly discrepant. In respect of this head Nare and Kari are direct witnesses and Pada, Boja and Hucha are circumstantial and corroborative witnesses.

14 ~~15~~. (a) That with regard to the question how the money was raised Nare says before the Head Assistant Collector at the first enquiry that *Hucha and Pada raised money for him in the bazaar to make up Rs. 150*, and before the Collector at the subsequent examination he says, after a great deal of prevarication, that himself and Hucha borrowed Rs. 200 jointly from the Kotagiri shop, each getting Rs. 100 and Hucha made over his share to Nare in order to engage a pleader to represent Nare's claims to the post and that when confronted with the discrepancy Nare says *only Hucha helped him to raise the loan and Pada signed as a witness in the document*, then again, that *Pada was only witnessing and did not sign as a witness in the document*. The shop's accounts distinctly describe the loan as having been taken for working up coffee estates on an agreement to supply coffee and there is no justification for the substitution of any other story for it merely on the untrustworthy oral statement of an interested Badaga and his kinsmen. Nare's first account given to the Head Assistant Collector is a simple unpretentious invention not supported by any tangible credible testimony but observing this weak point Nare ingeniously fits in the fact of his having borrowed on a crop agreement to the story invented against the petitioner, thereby falling into discrepancies fatal to his theory. Nare and Hucha say that *they were paid severally Rs. 100 each because both were concerned* thereby clearly indicating that they raised a joint loan and each took half for purposes of coffee estates and not for engaging a pleader in which matter only one was concerned. That Hucha who according to Nare's own statement is a very distrustful man, who followed him all the way from Byangi and Kalhatty to Ootacamund to see if money was applied to engaging a pleader or not, should have borrowed Rs. 100 on a duly executed bond on his joint liability for Rs. 200 and quietly made over that large sum to Nare for the mere purpose of engaging a pleader to represent his claims for a petty appointment without even so much as an entry in accounts or any where else, that such a large sum as Rs. 200 borrowed at exorbitant interest, viz., 75 per cent per annum was conceived to be required for pleader's fees for simply setting forth claims for a Sub-Moniem's post whose pay was only Rs. 2 per mensem and that he allowed it to remain unused in his box for nearly a month and a half from 2nd November 1895 to 17th December 1895 when he was pressed with urgent demands on all sides. —all this is, to say the least of it, very highly improbable and utterly incredible and only goes to prove that Nare had no money to spare to pay the petitioner.

15 ~~16~~. (b) That in regard to the question, when, how and who negotiated for the payment to petitioner the evidence is still more discrepant. Before the Head Assistant Collector, Nare says that he went with Kari to the Sheristadar and Kari said in his (Sheristadar's) presence that Sheristadar wanted Rs. 200 and told him to give it and that he said he had only Rs. 150 and would pay it. But before the Collector he says that Kari had previously spoken to the petitioner whom he knew, that Kari told Nare that he or his son would get the appointment and he would have the money back and that this conversation took place at the shandy before going to petitioner's house. He wanted to make it appear before the Head Assistant Collector that he knew nothing of the matter of the alleged loan until his appearance before the petitioner. This discrepancy is highly suggestive of Nare's deliberate mendacity. But on this matter what has Kari to say? He says that when he was at the Ootacamund Sub-Court on his own business Nare told him that the petitioner was going down to the plains for a marriage and wanted money and that Nare could not pay it alone and wanted Kari to witness the payment. He further states that he had never spoken to the petitioner before he was taken to him by Nare and that he knew nothing of Nare's applications. Against

this Nare says he had not seen petitioner's face before, but got hold of Kari and saw him. If neither had seen petitioner before and neither, on his own statement, negotiated the matter how could the matter have been arranged and completed all at once?

16 Coming to the corroborative evidence of Boja, Hucha and Pada it should be remarked that Hucha deposes to the same effect as Kari saying that Nare told him (Hucha) that petitioner wanted a loan of Rs. 150 and Kari offered to be security and that petitioner promised to repay it in a month whereas Pada agrees with Nare and says that Kari proposed to Nare the payment of the sum to the petitioner. Seeing this discrepancy Boja who was called on to depose only to the alleged repayment of Rs. 140 by petitioner to Nare and who stated only so much to the Head Assistant Collector (vide also the Collector's abstract of evidence in support of the charge against the petitioner viz., "Evidence of Boja who was present when some official of the Collector's office returned to Nare Rs. 140 in notes and referred him for Rs. 10 to Kari.") was made use of to supply the defect and he attributes the proposal of paying petitioner Rs. 150 to Kari and not to Nare, so that there was for all intents and purposes a show of two witnesses in favour of Nare's statement against one in favour of Kari's. This kind of preparing false witnesses to meet emergencies and defects cannot but lead to the conclusion that the whole evidence is thoroughly untrustworthy and untrue. It should here be observed that all witnesses except Nare make mention of only Rs. 150, the nearest round figure to Rs. 140 (alleged to have been repaid by petitioner) which could be obtained from the entries in the bank's registers whereas Nare throughout his deposition tenaciously retains hold of the figure 200 in order to ensure reliability by connecting this matter with the loan of Rs. 200 he obtained at the Kotagiri shop.

17 (c) That as to the question who actually paid the money the only witnesses are Nare and Kari. Nare says he gave Rs. 150 in a bag from the door of petitioner's house to Kari who gave it to petitioner inside on his table in Nare's presence and petitioner counted the money on his table returning the bag but Kari says "Nare took a bag of money and gave it and Sheristadar received it, saying, 'Do not be afraid. I shall return the money in a month.' No further conversation took place. I saw the money paid, Nare saying it was Rs. 150. It was all whole rupees." It is sufficient to point out that the disagreement between the two is conclusive. Either or both of these witnesses must only have received general instructions to depose to actual payment but when hard pressed with a minute cross examination as to details they have miserably failed owing to want of previous precise tutoring. All witnesses state that Pada and his companions outside the house were together all along and none of them saw the money taken out until Kari and Nare went inside the house. Nare who was closely examined on the point states that there was none with him when he took out money from his box in his house and put it in a bag which he secured in a pouch inside his upper garment and that he did not take it out until he gave it to Kari within the house. He denies the possibility and the fact of any one seeing it but Pada with bare-faced effrontery says "I know the sum was Rs. 150. Nare counted it and gave it to Kari." And when confronted with the impossibility of such an occurrence he gradually slides into a denial of it saying "He told Kari to count it but it was not counted in my presence. I did not actually see the Sheristadar's house. It is only that they told me. Both told me on their return that they have given a temporary loan of Rs. 150 to the Sheristadar counting out the money. I knew from his telling me that Nare had no longer the money." What credit is due to the evidence of witnesses like this it is impossible to conceive.

18. That again on a close examination of the evidence for the prosecution the results set forth hereunder are apparent. Of the witnesses procured to corroborate the direct evidence of Nare and Kari as to actual payment to Sheristadar Boja presents a singular feature. Before the Head Assistant Collector he humbly professes personal ignorance of the above allegation and all circumstances connected with it, having been set up only to state that petitioner repaid Rs. 140 to Nare but whether of his own accord or under extraneous direction, he offers to the Collector to give evidence on the allegation of Nare's payment of money to petitioner. He says he went to Ooty for no particular reason, that he with others was standing near the dustbin beside the native hotel and that Kari and Nare went round the corner to go to the petitioner's house. It must here be noted that the dustbin referred to was just opposite the door way of petitioner's house which has no other entrance to the inside and one who is seated near the dustbin cannot fail to see persons enter the threshold, even if he were of defective sight. It was only about 3 yards off the door way and any one to enter the house need not turn round any corner from the dustbin. Further Boja says he does not at all know the Sheristadar's house but unless he knew it or learnt from his

companions there was no meaning or purpose in his sitting near the dustbin. Nare ignored his presence when deposing before the Head Assistant Collector but seeing that Pada unwittingly mentioned his name in his statement Nare had to mention Boja's name along with the other two before the Collector. Kari denied his presence both before the Head Assistant Collector and the Collector but when the Collector threatened him with liability to criminal prosecution in case he gave false evidence he said Boja was present then. Hucha does not mention him before the Head Assistant Collector but does before the Collector. These facts clearly prove that Boja with regard to this matter was only a fresh insertion and may be fairly presumed to say what did not take place. Next as to Hucha, Nare says "Hucha came with me from Coonoor whither I had gone. Hucha came with me to Coonoor and none else. From Coonoor Hucha and Kari came. (Nare himself and the other witnesses have said that Kari was brought from the Sub-Court to the shandy for the first time that day.) I came to Coonoor and he (Hucha) came later. We came together to Coonoor. Hucha came to Kalhatty because he has received the loan jointly and he came to see that I should spend it on a pleader..... He did not question me about his fears then. I joined Hucha a furlong off my house. We were not talking together." These incoherent statements about Hucha's alleged presence distinctly shew that Nare was conscious that Hucha was never at Ootacamund on that day and was flurried when particularly examined. Kari says "Nare was alone." Further on "Hucha, Pada and Boja came there one Naligai (Indian hour) afterwards by a dustbin near the lane. They came in search of Nare." (After Collector's threat) "I had seen Hucha at court. I was not a Naligai before Hucha came but just as we got to the gate going into the house." These contradictory statements are enough to show that Kari was as nervous and conscious that Hucha did not go to Ootacamund as Nare. Pada says about Hucha that Nare went to Byangi and took Hucha with him, clean contradicting the statements of the others. Furthermore, whereas Nare distinctly says no one except Kari saw money with him, Hucha states that he saw Nare put the money viz: Rs. 150 from his box into the bag and the bag into his pouch and that the balance of Rs. 50 he had left at home. Again he, with equal assurance with Boja, says he was seated near the dustbin without ever knowing petitioner's house and without observing Nare and Kari entering it and as pointed out in Boja's case it is clear that Hucha's presence was likewise a myth. Hucha from the above appears to presume a great deal but was never at Ootacamund on the day in question.

Regarding Pada, Nare says petitioner went thrice on leave, once for 8 or 15 days or so, then for a month and then as Deputy Collector and that he paid the money before the first leave. He also states that he saw Sheristadar after his registered application for appointment dated 30th November 1895 and before petitioner went on 8 or 15 days leave i.e. for Christmas and that petitioner was then prepared to go on leave. And all witnesses agree in saying that they met on a Shandy day. These statements point to the date 17th December 1895. Hucha says that about a month after money was borrowed from the Kotagiri shop viz., 2nd November 1895 he went to the Court to bring Kari to the Shandy and payment is then alleged to have been made. This brings the date near 17th December 1895. But Pada says that money borrowed on 2nd November 1895 was actually taken by Nare and Hucha the next day and on the following day himself and others met at Ootacamund and paid petitioner. Thus Pada alleges his presence at Ootacamund to have been on 4th November 1895, so that it may very fairly be assumed that he is merely spinning out a fiction. Further, Pada says he came to Ootacamund by appointment at Nare's request who saw him at Byangi but Nare makes no mention of it and makes it appear that he met Pada by accident at the Ootacamund Shandy. Pada had no money even for a meal and could not have gone to Ootacamund on any business. He makes mention of Nare's son as having been present whom all others ignore and Nare could not have failed to notice him and feed him, if he had been present. Thus Boja going to Ootacamund for no purpose, Pada having no business at Ootacamund but meeting the others by mere accident or at the most going there simply because Nare aimlessly required his presence, Hucha pursuing Nare all the way from Byangi to Ootacamund simply to see that money was spent on a pleader, Nare's son Rama mentioned by one and ignored by all others—all these are assertions not based on any foundation of truth.

19. (d) That in respect of the question when, how and how much was paid to petitioner he submits that as shown in the above paragraph Nare and Hucha fix the date of alleged payment as 17th December 1895 in contradiction to Hucha who fixes it on 4th November 1895. Govindasami Pillai, Stamp Vendor, Coonor, says that 8 or 10 days after Nare's application dated 30th October 1895 Nare told him he had arranged with petitioner to get himself the appointment and when he wrote the registered application dated 30th November 1895 he understood Nare to mean that he had already paid the money. But Nare's statement is that he paid petitioner after 30th November 1895. The date according to Govindasami Pillai—

14, 15

between 30th October 1895 and 30th November 1895. Of these three specifications of time which is correct? Evidently all are fanciful and not real. This wide divergence is highly suggestive. As to the amount alleged to have been paid Nare says Rs. 200 were asked and Rs. 150 were paid. None of the others knew the amount and Boja saw no money. Pada first pretends to know it but afterwards retracts. Hucha says Nare told him that petitioner wanted Rs. 150 and gives the lie to Nare's assertion that Rs. 200 were asked but Rs. 150 were paid. Nare thus stands alone in speaking to the amount alleged to have been paid and further precludes the possibility of any other evidence saying he so brought the money that nobody could have seen or known about it personally. Further, Nare says that before he paid money to petitioner he had known that Nanja, the successful candidate for the Sub-Moniemship, had been appointed and that petitioner only told him that on his return from leave he would show the papers to the Collector and get him the appointment. The orders of the Collector on the memo., of appointments had been passed some days previous to 17th December 1895 indicated by Nare, and Nare had neither been recommended nor appointed. Is it possible to believe that in such circumstances Nare would have given money to petitioner without the least deliberation or hesitation? From the above analysis of the prosecution evidence it is clear that Nare had no money to give to petitioner, that none of the witnesses came to Ootacamund on the alleged date, that no money was paid and that no Badaga ever made his appearance before the petitioner in his house in connection with the Sub-Moniem's appointment. On the last point Rajachar says "I have never seen ryots come to him; simply did not come. Official friends not often."

20. That Nare alleges that 8 days after paying money viz: 25th December 1895 he visited the petitioner and again on the following Tuesday viz: 31st December 1895 and was told that the matter had not been settled but the allegation cannot be true as petitioner has been proved to have been out of the district during Christmas from 21st December 1895 to 5th January 1896. (Vide deposition of Messrs. Rajagopala Naidu, Vencata Row, Ramayya and Narasimmier.)

21. That with regard to the registered notice alleged to have been sent by Kari to the petitioner Nare says that as interest had accumulated he wanted money back and asked Govindasamy Pillai to write a demand notice which he refused. This, Govindasamy Pillai stated, was in January or February 1896 when petitioner was in the district and there was no necessity for a registered notice, especially as the temporary loan alleged could not have been long over due and petitioner could have been spoken to in person. Nare further states that Kari arranged with the Ootacamund Monigar's son to write it giving him the petitioner's address, that he himself did not know the writer personally but Kari and himself were present, that Kari signed the letter and took Nare with it to his house and the next morning told him to post it as he had pain in his legs. Nare posted it at the Wellington Post Office. He had come to Ootacamund to know the petitioner's address. On the other hand Kari says he was sick and not present when the letter was written and he knew about the letter only when he received the acknowledgement. On Collector remonstrating he said he did not remember that he was present or that he signed the letter. He also said that the address was brought to him by Nare saying that he had sent a registered letter in Kari's name to the petitioner and giving Kari also the alleged copy of the letter. The above statements of these two witnesses are directly contradictory and neither is likely to be true, no letter of demand having presumably been written by any one nor copy kept. Mir Mahomed Ghouse states in this connection that he was asked to write by one calling himself Kari Gounden whom he had not known well and who said he got money from one Nare Gounden who was not present there, and paid it to petitioner. He also said that Kari threatened to sue petitioner saying that petitioner took money promising to get him (Kari) an appointment and after some effort of memory he added that he remembered Kari signed the letter. These three witnesses depose in three different and contradictory ways and cannot, in the least, be credited with veracity. Mir Mahomed Ghouse further says that he used to make and keep copies of all documents, stamped and unstamped, which he wrote for others and that he did the same in the present case but gave over the copy to Kari who wanted it. The labour of writing copies of all documents is enormous and unnecessary and for that reason improbable in the highest degree. It is still more improbable that having taken the trouble of making the copy he delivered it over to Kari for the mere asking for it. It, therefore, seems obvious that the scene now described was never enacted.

22. That turning to the contents of the letter many different and conflicting versions have appeared on different occasions and from different sources. Nare says "Before

asking Coonoor Stamp Vendor to write registered letter I don't remember what I told him. I asked for stamps for registration and whether he would write petition telling, I had given money to Sheristadar and that he had taken it away and I wanted to send him registered letter." Again he says the writer wrote "Nare wanted to file a Civil suit against Kari, suit too has been filed against Nare, pray remit money at once by money order. Nare is pressing very much or send a reply at least." Hucha who presumes to speak to every thing says that Nare told him he had written a letter to petitioner stating that the bazaar man had filed a suit, that he was in difficulty and that the money should be returned immediately. Govindasamy Pillai says:—"He (petitioner) had taken Rs. 200 to help Nare to get appointment. Nare asked to put in the letter that unless money was returned he would report to Collector." It is noteworthy that Nare heresticks again to his favourite figure Rs. 200 in conflict with Rs. 150 mentioned by all and by Nare himself as due from petitioner. Mir Mahomed Ghouse says "Kari told me that someone, I forgot the name, had paid Sheristadar Rs. 150 and that he had promised to make him a Village Munsiff, that he had gone away without doing so and that if he did not repay the money shortly he (Kari) would make a complaint." Again he says "He (Kari) said Sheristadar had promised to get himself (Kari) an appointment. He did not say how long the Sheristadar had gone away. He said he would file a civil suit against Sheristadar if not paid" and "It was obtained from Nare so much and so much and have given it to you. He says I should return it with interest. Remit by money order as soon as possible," the last story having nowhere before been mentioned. The translation of the alleged office copy is this:—"Kalhatti Nare Gounden quarrels with me. Therefore you should send me at once Rs. 150 received twice. Nare Gounden troubles me to pay him interest at 6½ per cent, I humbly beg you will kindly remit the above sum by money order. Nare Gounden is going to sue me in court. I request you to consider this and save my honour." In the midst of so many discrepant and contradictory versions of one story one must find oneself bewildered and conclude that all of them are false.

23. That as to the address of petitioner in the Kistna District Nare says he got it from Kari and Kari says Nare brought it to him after registering the letter. The address is proved to be partly in the handwriting of a clerk in the Collectors office, the handwriting in which the other portion has been written not being ascertainable. This circumstance gives a fair clue to the fact that in the office there were persons interested in petitioner's dismissal from service who made tools of aggrieved Badagas and others. Posting the letter at Wellington Post Office when the letter was written at Ootacamund raises a strong presumption that the above persons feared exposure and detection.

24. That Post Peon Jogi's evidence is untrustworthy as no other witness has even hinted having commissioned him to watch the arrival of an acknowledgement of a registered letter or of a money order. All that he has done for the prosecution is that he contradicts Kari who says Jogi gave him the acknowledgement whereas Jogi says he was then going on leave and so left it to his *locum teneus*.

25. That while Nare or Kari has been so anxious about the return of the money borrowed at exorbitant interest so soon as within 2 months after the alleged date on which it became due it is unaccountable why either was profoundly silent for a period of about five months after the alleged notice and why even after the petitioner's return from the Kistna District Nare felt himself fully satisfied with Rs. 140 without interest.

26. That from the above circumstances it is clear that the writing of a demand notice to petitioner is utterly false.

27. That as to the contents of any registered letter petitioner might have received at Vinukonda he still submits he has no idea of them, it being the practice that when a large number of registered letters are received as was daily the case with the Deputy Collector of the Vinukonda Division the numbers of the covers are alone examined and acknowledgements signed and returned to the post peon without his being detained and the contents of the covers looked into along with the tapal. Most of the petitions and vernacular papers are read after being registered and if they had once been sent into the office the clerks might have kept any one back without bringing it to petitioner's notice or they or the peons might have conceived themselves as having improperly acted in having taken a private letter with the tapal and not brought it back to petitioner and this the petitioner cannot always remember. It is not at all unusual or improbable that a Divisional Officer receiving immense bundles of tapal does not know the contents of a letter for which he might have received an acknowledgement. The acknowledgement in question shows that it was signed on 17th April 1896 at Narsaravupet and

petitioner has, therefore, been at head quarters and signed it on the Friday previous to the third Saturday of the month which is a holiday, so that two holidays followed that day. April is the first month of the official year when most of the work of the preceding year has to be compiled and reported on. The petitioner was just then only a few days after taking charge of the division and was about to start to the Head Assistant Collector's division on jamabundy duty. In these circumstances it is natural that the 17th of April 1896 should have taxed the petitioner enormously, especially when there is a determination to clear off as many papers as possible before leaving the division.

28. That the evidence for the repayment by petitioner depending upon the testimony of Nare, Boja and Kari is extremely unreliable. Nare and his nephew Boja say that on their giving petitioner a letter from Kari petitioner took them near the old Kutcheri road and paid Nare two fifty rupees notes and two twenty rupees notes and said that Kari would pay the balance of Rs. 10. But Kari says that he was ill and signed a letter brought by Nare and Nare took it and that Nare on his return went to Boja and did not speak to him (Kari) about Rs. 10. When pressed by Collector Kari states that Nare owed him Rs. 10 and required him to take it from petitioner. Why then did Kari not come to the petitioner and ask for its payment? Neither story is true. It is extremely improbable that petitioner would have paid Nare in such a public place as the Kutcheri road and told him the values of the notes and that Nare would have been so easily satisfied with the petitioner giving him the values, himself and Boja being ignorant of it and with the payment of only Rs. 140 when he was pressed with debts charged with exorbitant interest and with Court's decrees. Nare says that the petitioner gave him back the alleged letter from Kari and that the petitioner wanted no receipt for the payment. These are highly improbable as any man of sense would naturally take care to retain with him a harmful paper and obtain a security for money paid.

Boja who according to his own account, was by the side of Nare all the time that Nare and he remained at Ootacamund cannot speak to the delivery of the letter by Nare to petitioner and its return by petitioner as he says that Nare told him so nor can he say who the official was who returned the money to Nare.

29. That Nare's further statement that his tender of Rs. 140 to the Kotagiri shop keeper who had obtained a decree against Nare and Hucha was refused as being a part payment cannot be credited as that sum was a very large portion of the decree amount and much more than any creditor can expect to recover from a Badaga at a time.

If, however, the shop keeper had refused to accept it there was nothing to prevent Nare from depositing it in the Court under Section 257, Civil Procedure Code, so as at least to keep down interest. Further, he had at the time heavy debts on the pledge of jewels, to satisfy and it is too much to believe that he kept the money idle in his box from 11th September 1896 to 7th October 1896 and then lent a large part of it viz., Rs. 100 to Madiya for no profit without a voucher and another portion Rs. 20 to Hucha to spend as he pleased and himself spent away the balance of Rs. 20.

30. That Narai first said before the Head Assistant Collector that he gave notes to Madiya who changed them in the Kotagiri bazaar, meaning, of course, all the notes but before the Collector he said that he lent to Madiya notes for only Rs. 100.

31. That as to the entry of the numbers of the notes by Madiya it is submitted that before the Head Assistant Collector he simply said "I know Nare. 2 or 3 months ago he paid me 2 notes of Rs. 50. I kept the numbers before I cashed notes in case of disputes arising. The numbers are 97775 and 97738. Nare gave them as a loan as he is a friend of mine and I wanted it. I know Nare had been paid for payment of a debt which he repaid a month ago. I borrowed Rs. 120 from Vaid Rowther to repay Nare and have since paid Rowther" (Kotagiri shop keeper). In the first place Nare seems not to have been anxious about the decree against him and has given the notes to Madiya without Madiya being very much pressed for want of it. Both are aware of the impending liability of Nare, the Civil suit and the decree, so that the calm giving of notes by Nare and the equally calm receipt of it by Madiya are extraordinary. Madiya says he kept the numbers of the notes in anticipation of disputes arising and he was, therefore, evidently expecting that Nare would accuse the petitioner and he would have to play a part in it. Again he says that he repaid Nare Rs. 120 borrowing that sum from the Kotagiri shop. It was not elicited in the enquiry whether this sum had found a place in the shop's accounts. If it had been entered, there is again an attempt to connect the entry with the prosecution story of the loan of Rs. 100 to Madiya and to account for the excess sum

over what he owed Madiya has invented a fiction viz: his liability to Nare in Rs. 20 in connection with a chit fund. If it had not been entered the loan itself is false as any loan must have found a place in the account books as was the case with Rs. 200 given to Nare and Hucha on 2nd November 1895. These facts unmistakably show that Nare had no notes to give to Madiya who in return received none and no entry of numbers was made. On the other hand it is very likely that on a subsequent occasion Nare gave Madiya what Madiya got entered in his note book, viz: 97775 and 97738, because Nare first says he did not see writing materials or book with Madiya, although afterwards perceiving the effect of that statement he says Madiya noted something. No date or description or any other indication of the circumstances in which the numbers were entered nor the values of the alleged notes nor the index numbers such as 1/49 etc., nor even the fact that they were notes has been mentioned. Only the figures 97775/97738, the one above the other have been mentioned in black lead pencil. They may mean anything or nothing. Only they were the consecutive numbers of the notes as entered in the bank's books.

32. That Madiya's note book was not kept in the ordinary course of business and this is the only entry of notes in the whole book. It is thus characterised by Madiya himself. "Entries (other entries than of notes) in this book are not in any order of date.

I made entries just as I wished. When I entered the numbers that page and the next and some of the later pages were blank. I anticipated these disputes." Madiya said he used to enter numbers of notes when he sent them to bazaarmen and that he had entries made in another pocket book and when he was required to produce it he showed after some days a small thin stitched book in which an entry (with the appearance of being new and made after the first examination before the Collector in which he was required to produce it) has been made by another person and contains index numbers, consecutive numbers, amount, date, etc., which had been found defective in the pencil note of the numbers of the fifty rupees notes. There can, therefore, be no comparison between the two entries, on the other hand, the new entries disprove the old note in pencil. His own statement about the latter entry is "I produce a book. The entry I show has the date against it. A Schoolmaster in a Village wrote it. I asked him as we were together. This is the only entry. Previous entries (of articles purchased in the bazaar) were made by bazaar Muhamedans. As I handed him the book he wrote where he pleased." From all this it is clear that Madiya had no notes to enter numbers from, that he received the consecutive numbers alone from Nare and was asked (as a man knowing a little how to read and write and in preference to Hucha, Pada or Boja who were illiterate and to Nare and Kari who could only write their names) to note them down.

33. That as to the question how even the bare consecutive numbers of the notes were obtained by the prosecution the petitioner submits that as he knows he did not deliver the notes to Nare and considers the whole case a concoction he can only guess the ways whereby they can be obtained. Nare and Kari who have made serious allegations against the petitioner and the other persons interested in petitioner's downfall would naturally be anxious to get at any information which would serve to corroborate such allegations and if they had only been watchful (which they appear to have always been) there would have been no difficulty in obtaining it. From the evidence of Mr. Dyas, Bank Cash Keeper, Srinivasulu Naidu, Bank Clerk, and Thimmannachar, School master, it is evident, although the witnesses maintained extreme reticence on the point, that information about numbers of notes issued from the bank is given to parties concerned, that it is also obtainable through the Agent and through the Cash-keeper and further that it is given to friends privately and to intimate friends of clerks in the Bank. It is thus obvious that the required information may easily come out, if the Police or any other officials interested had only attempted to get it. Thimmannachar, Schoolmaster, says "Naidu said 'Police went to the bank some 10 days ago'." The peon Bora who brought the petitioner's pay from the Bank, without any fear of harm to himself, either unsuspectingly and unwittingly or with full knowledge, might have shown the notes to others either at the Bank premises or on his way to the Collector's Office, or he might have placed the money and notes somewhere before giving them to the petitioner when the numbers could be noted down by any official in the Office or if, as Bora states, he had placed them on the petitioner's table, any one in the Office might easily have taken the numbers of the notes or as the petitioner was messing at the hotel it is quite possible that when they were delivered to any one for encashment the numbers could have been easily taken out. The Hotel keeper Rajachar says he was paid a fifty rupees note by the petitioner about the 10th or 12th September (the pay having been received on 11th September 1896) and the other note could have been given to some other person for being encashed and it is not difficult for any

one to obtain numbers from them. If Rajachar had got a fifty rupees note from the petitioner it is impossible for Nare to have been in possession of it. Perhaps the happiest conjecture is that the numbers were taken from the Bank Registers, because it is only the Bank Registers that contain *the numbers, only of the fifty rupees notes*, now in question, and entry in those Registers is 1/49 97775 for Rupees 50—97738 for Rupees 50, the figure 1/49 being perhaps not easily visible at first sight against the first number and omitted against the second, so that only the figures 97775 and 97738 entered in Madiya's note book appear in relief. As the petitioner kept no accounts of his household expenditure he could not at a distant date know for certain how he disposed of his pay received on 11th September 1896 and more so as he was very ill from 15th September, almost on his death bed, and proceeded on leave.

34. That finally the whole fabric of the prosecution is demolished by the conflicting evidence of Madiya and Rajagopal Pillai in respect of the encashment of the notes by Madiya in the Kotagiri shop. Madiya says that he changed the notes at the shop where Rs. 20 due by him were retained and the balance of Rs. 80 was returned to him whereas Rajagopal Pillai accountant in the shop distinctly states that he remembers the very transaction and that Madiya paid two ten rupees notes and the entry in the account books bears out this assertion. Further no fifty rupees notes bearing the numbers in question have been traced either with the shop keeper or with any others leading up to the shop keeper. All these circumstances preclude any possibility of Madiya having ever been in possession of the two fifty rupees notes in question and unmistakably falsify Madiya's evidence.

35. That from the above it will be manifest that neither Nare nor Kari nor the other Badagas were ever present at Ootacamund on the day on which Rs. 150 were alleged to have been paid to the petitioner and no such sum was ever paid to him for any purpose, that no registered notice was ever written or sent to petitioner by Nare or Kari, that no payment of any sum was ever made to any Badaga on this account, that Nare or Madiya was never in possession of notes bearing numbers 97775 and 97738 and that the whole case is a stupendous concoction intended to remove petitioner permanently from the post he held.

36. That the orders of Government contained in G. O. Revenue Department, No. 234 press dated 27th April 1898 have not been based on any ground definitely stated and incontrovertibly proving a tangible delinquency but simply state its opinion in very general terms and order the petitioner's dismissal from service, so that the petitioner is unable to meet any such grounds nor is the charge against him definite being in the alternative between two kinds of misbehaviour nor the evidence, in the least, convincing.

37 That as the Government has ruled that in proportion as the evidence falls short of full proof consideration should be given to the previous character of an officer against whom a charge has been preferred the petitioner begs to submit a copy of testimonials and records speaking well of the petitioner and to state that not on even a single occasion has the petitioner been in the least found fault with but on several occasions highly commended.

38. That, in these circumstances, the petitioner respectfully begs that the Government will be graciously pleased to reconsider its order passed in G. O. No. 234 dated 27th April 1898, find the charge against the petitioner groundless and the case a huge concoction and order his restoration with back pay for the period he was out of employ.

- (1) G. O. No. 234. dated 27th April 1898.
- (2) Charge, evidence and arguments and plea.
- (3) Petitioner's explanation.
- (4) Note of evidence.
- (5) Extract from Memo of appointments of village officers.
- (6) Copy of Mr. Phillip's deposition.
- (7) Alleged copy of alleged registered letter.

39. *The papers noted in the margin
herewith submitted.

(7) *Copies of Testimonials*. The petitioner most respectfully begs to remain
(9) *Govt. Endorsement No.* His Excellency's most obedient Servant,
1524 Pt of 93
OOTACAMUND.
10¹² *december*
October 1898.

obedient Servant,
R. Longshin
Late King's Commissary
Nizgini.

1915
December
12th of p 8
(P) Put in
(P) Copies of

Endorsement of the Collector
of the Nilgiris d. 21. 12. 98
on review petition from
R. Jayaraja Rao, late
Huzur Sarishtadar,
Nilgiri district, d. 11. 12. 98
(Cus. 15 of 1899).

To Under Secretary.

The petitioner prays
for a reconsideration of
G.O. No. 234 d. 27. 4. 98
in which the Government
ordered his dismissal on a
charge of having received
from one Nare a bribe
either by way of gift or
loan in connection with
a moniem appointment.

Attention is solicited
to the notes ~~to~~ stitched
with the order referred
to and with G.O. No. 1684
judicial d. 30. 11. 97.

In submitting the
review petition to Government

T

x in confd. cover

x in confd. cover

1899 R. 4. 18
Dep. Secy. to Govt.
(P) (P)
1899 R. 4. 18

the collector observes as follows: "It cannot be said that there is anything new in this review petition. The petitioner discusses the evidence and draws attention to the weak points in it, but this has already been done by him in his explanation of the 31st March 1897 addressed to the collector and Government has already decided that, in spite of inconsistencies, the evidence is, on the whole, trustworthy. It appears, then, unnecessary for me to make any remarks on the petition."

x flagged A.

The petitioner's explanation referred to by the collector in the remarks quoted above was before Govt, when G.O. No. 234d 27.4.98 directing the petitioner's dismissal was passed. It is submitted

submitted that there appears to be little or nothing of any material importance in the present review petition which the petitioner has not already urged in his explanation submitted to the collector.

Pk.
18.1.99.

Secy
Klu
19/1/88

Hu
The Govt may reject the petition
D.K. 21/1/99

The review petition brings to light no matter which was not before Govt. When the order of dismissal was passed, and no sufficient ground is shown for reconsidering the case - The petition is rejected. W.S.

27-1-99-

Secy

I regret I did not notice when sending up the paper

c 231-99
R 301-44

order that the collector
had forwarded the
petition to the Govt
direct instead of thro'
the Bd as in the ordinary
course. Having regard
to the peculiar circumstances
under which the
case came before the
Govt it seems desirable
to avoid any appearance
of disregarding the
Bd in this matter
& it is submitted
therefore that before
any final order of
the Govt issues on
the matter, the collector
& the Bd should be returned
to him for submission
thru the Bd in proper
course.

M
30/1/88

Geo J. 30/1/88

To Under Secretary.

Please see draft endorse-
ment on the docket of the current.

M
1.2.88

P.D.O.

To Under Secy.

With reference to
Enst. No. 205 d 1-2-99, the
Collector of the Nilgiris
has submitted Gajaraja Rao's
review petn. through the
Board - vide Cus 1547/99.

A draft order is sub-
mitted on the docket of the
current referred to.

Pt.
6.5.99.

Secy
M
7/3/88
30/5/9

When given for copying _____
 When copied _____ } 189
 When examined _____
 When signed _____

READ AGAIN G.O., No. _____, DATED
 189 .

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.