M.R.O. 1—77,000—8-6-31.

(1) Number of pages= 182

(2) Date of repair 12.

(3) Initials of the Reference

MADRAS RECORD OFFICE.

Government of Madras.

Financial DEPARTMENT.

G.O. No. 1422 Press / Mis.

1885-89

Dated 19 - 10 - 1872.

185-189 14/182

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Read the following papers:—

No. 185. From W. S. WHITESIDE, Esq., President of the Municipal Commission, Vellore, to the Chief Secretary to Government, Fort St. George, dated Palmanair, 15th August 1872, No. 39.

I have the honour to forward, herewith, for the consideration of Government, copy of the annual statement of receipts and disbursements incurred for the year 1871-72 in the Municipality of Vellore. The accounts were very carefully and thoroughly audited by Mr. J. A. Marjoribanks, copy of whose report is also forwarded.

2. The Government, I fear, will not consider the report on the whole a satisfactory one.

Mr. Marjoribanks, when concluding his audit report, observed that it had come to his knowledge, while examining the accounts, that a large amount of the municipal funds had been expended on works for which no estimates had been prepared and sanctioned by the Municipal Board, and he appended to his report a statement (No. 2) giving very minutely the particulars of such expenditure.

3. The Government will perceive from this statement that, during the eleven months ending 31st March 1872, with regard to which this report is submitted, a sum of no less than Rupees 10,718 was expended by the Vice-President, Major Searle, in this objectionable and irregular manner. Of this amount Rupees 4,522 was expended on works for which neither estimates were prepared and sanctioned by the Commissioners, nor subsequently brought to their notice in view to sanction for payment being obtained.

Rupees 571 were expended on works in excess of the passed estimates, without payment having been reported to, or sanctioned by, the Municipal Board.

Rupees 4,240 were spent on works for which estimates had only been laid before the Commissioners, but for which no orders for payment were ever passed.

Rupees 471 were laid out on works the execution of which had been approved by the Municipal Board, but for which no estimates were ever prepared or payment orders sanctioned.

Rupees 197 were disbursed to an increased establishment employed by the Vice-President without the sanction of the Commissioners.

4. The Auditor very properly, in my opinion, brought this irregularity to notice in his report, and it was with surprise that I received from Major Searle an extract from the proceedings of a meeting of the Vellore Municipal Commission held on the 27th June 1872, in which they carried by a majority (Captain Mayne and Mr. Beckett alone dissenting) a resolution expressing their dis approval of the Auditor's having noticed matters connected with the administration of municipal funds, with which he had no concern.

5. In paragraph 2 of his report, now submitted for the orders of Government, the Vice-President enters at length into his defence on this point. He contends that the Auditor, Mr. Marjoribanks, had no right to notice the manner in which the municipal funds were being misspent because former Auditors did not do so, and he quotes their favourable reports with complacency. This argument is clearly fallacious; it is absurd to suppose that an Auditor must of necessity omit to notice a gross irregularity, simply because the Auditor of the year before failed in his

duty, and Major Searle apparently does not perceive that the sentences he quotes from the former Auditor's reports are merely laudatory of the neat, clerkly manner in which the office accounts were kept. He also urges that it has always been customary and, indeed, necessary in the Vellore Municipality for the Vice-President, in the absence of the President, to exercise some latitude in ordering the execution of works of minor importance or of an emergent nature, and that he merely continued that practice.

6. Major Searle is incorrect in this argument. In the earlier days of the Municipality, no Overseer was employed to prepare estimates and supervise the execution of municipal works. It, therefore, necessarily followed that the Vice-President had a good deal of extra work thrown upon him, and he had to carry out many works himself as best he could.

During Major Searle's tenure of office, however, he has always had the services of an Overseer, who was expressly employed for the preparation of estimates and supervision of works. Major Searle must know, too, that, when he became Vice-President, there was a resolution of the Vellore Municipal Commissioners in force, expressly declaring that no work costing more than Rupees 20 should be undertaken without an estimate having been previously prepared and passed by the Municipal Commissioners. This continued to hold good until late in 1871, when Mr. Cruickshank, the late Acting Sub-Collector, proposed and carried resolutions to the effect that the Vice-President should be authorized to expend a sum not exceeding Rupees 50 on any *emergent* work, and that a detailed statement showing the amount of expenditure so incurred, and of work done, should be laid before the Commissioners at the meeting following such payment, and that no payment exceeding Rupees 50 should be made without the sanction of the Commissioners; also that for all ordinary works, of whatever description, estimates should be passed *before the work was commenced.* Major Searle was present when these resolutions were passed, and he, therefore, must have been well-aware that the system he was following was in direct contravention of rules which he himself had helped to frame.

7. I may mention as a case in point that, when I was at Vellore in May last, I observed a number of coolies at work repairing the roof of the new municipal market; and next day, at the Municipal Board Meeting, I inquired as to the nature and extent of the repairs so being made. The Vice-President then told me that he was doing the work "on emergency" as the roof leaked very much, and that no estimate had been prepared as the work would only cost Rupees 10 or Rupees 12. Finding, however, that the work continued to go on for many days, and the repairs seemed likely to be costly, I sent for the Municipal Overseer, and, finding that no estimate had even then been framed for the work in question, I ordered him to make one at once, and it came to Rupees 239.

8. Some of the works lately executed by the Municipality, during the year under review, seem to call for some notice from me. The first of these is the restoration of the Sooriagunta Aqueduct. This is a work whereby it is proposed to bring water from the Sooriagunta Tank along the fort glacis to a reservoir lined with stone on the east side of the Fort not far from the Police lines. This reservoir has no spring in it, and water can only pass into it, at rare intervals,

when the water in the Sooriagunta Tank rises to the level of the supply channel. It follows, of course, that the water in the reservoir must soon become stagnant and unfit for use. This, doubtless, was the reason why, many years ago, both the channel and reservoir were filled up. When I was at Vellore in the early part of 1871, shortly before Mr. J. D. Robinson's return from leave, I saw that the channel was being re-opened, and, on the 2nd May 1871, I wrote to the Vice-President and earnestly deprecated the expenditure of municipal funds on such a work until the project had been considered and approved of by competent Engineers and medical authorities. No attention, however, was paid to my remonstrance; and, on my return to the district in May last, I found that the channel and reservoir had been re-opened, and the latter lined with stone at a heavy outlay. No water has passed down the channel as, in order to complete the work, it would be necessary to let off the chief portion of the contents of the Sooriagunta Tank, which was filled in the cyclone in May last, and which supplies nearly the whole of the inhabitants of the town of Vellore with drinking water. More than Rupees 1,000 has been spent on this unremunerative work, the completion of which I cannot but regard with regret and apprehension, for the foul stagnant water it will supply during many months of each year cannot fail to be provocative of choleraic attacks amongst those who make use of it. I was informed that the reservoir has been restored specially with the design of bringing a supply of drinking water nearer to the town.

9. The erection of the new slaughter-house is at a standstill. The contract was given to Mr. J. A. Frericks, but some disagreement arose when the building had been nearly completed; and, on the Vice-President informing him that he would not be paid according to the terms fixed in his contract, but on measurement according to municipal rates, Mr. Frericks refused to complete the slaughter-house, unless the terms of his contract were strictly adhered to. The majority of the members of the Municipal Commission sided with Major Searle in the view he had taken of the case, and, finally, just before I rejoined the district, Mr. Frericks filed a suit against the Municipality in the Civil Court at Chittoor. Subsequently he came to see me, and expressed his readiness to withdraw the suit, and carry out the contract, if the Municipal Commissioners would compromise the matter. He offered extremely reasonable terms, and I wrote on the 17th June last to the Vice-President my letter, No. 42 (copy of which I forward herewith), strongly urging on the Commissioners the advisability of settling the dispute with Mr. Frericks peaceably out of Court. This course, I regret to say, they declined to follow. They merely recorded a proceedings to the effect that they regarded my letter as an imputation of a want of proper regard on their parts for the interests of the Vellore ratepayers. The issues of the suit (and also of another suit filed by Mr. Frericks against the Commissioners for failure to give a certain contract to him) have been settled, and the final hearing is fixed for the 16th September.

10. The Police Lines were built in 1870-71, and on the 20th April 1871 I addressed to the Vice-President my letter, No. 39, bringing to notice the bad materials that were being used, and the rough, hasty manner in which the work was being carried out. The lines were eventually completed at a total cost of Rupees 4,900, but they are already in a very unsatisfactory condition, and the rain that fell on the 2nd May last has injured them considerably.

11. A contract for the survey of the town of Vellore and preparation of two plans and a skeleton map showing the levels of the principal drains has been given to Sub-Conductor Milne, who is to be paid Rupees 1,000 for the work. No reference was made to the President before this contract was entered into, and the Superintending Engineer, Colonel Moberly, has informed me that he considers the remuneration agreed on to be largely in excess of the sum for which the work might have been well done.

12. The new market, I am obliged to confess, is a failure. It was erected at a total outlay of Rupees 20,708, and was completed in May 1871; but already the roof is pronounced to be in an unsatisfactory condition. It leaks; the palmyra reapers are "sagging," and the banyan planks of which the doors are made have shrunk very much; and, as the Government will perceive from what I stated above, it has already been found necessary to make repairs to what ought to be a perfectly sound new building. Putting these points, however, aside, the real defect of the new market is that the traders, for whose use it was designed, do not occupy it. One of the quadrangles of the market is completely empty, not a single stall in it being occupied; only seven or eight meat and fish stalls have been rented. The cause of this unfortunate state of things is that a certain individual obtained, many years ago, from the Sub-Collector, Mr. Sullivan, permission to erect one or two shops on a piece of ground on the opposite side of the road to and facing the new market. These buildings were reported to be in a ruinous condition, and just when the new market-house was about to be opened, Major Searle served a notice on the owner calling on him to pull them down, or restore them thoroughly. This was a requisition the owner was only too happy to comply with. He hastened to take advantage of the opportunity that the Vice-President had afforded him, and at once built a number of new shops, and started an opposition market, which draws off nearly the whole traffic that otherwise would pour into the municipal market. He takes care to charge a trifle less for his stalls than would be levied in the municipal market, and collects his rents every evening in cash (a system that the merchants prefer to monthly payments). He, therefore, never has a stall empty, and makes, I am informed, on an average Rupees 7 a day from his market. All this I look on as so much dead loss to the Municipality, and I do not see how it is to be put a stop to now. The owner of the market is trying hard to get adjacent land in order to extend the market, and, as the property is so very valuable, he would demand an enormous sum if the Municipality wanted to buy him out. It is to be regretted that the Vice-President did not foresee the unhappy results of his ill-timed notice to repair the old stalls.

Major Searle mentions in the report I now forward that the Commissioners have under consideration a scheme for effecting a great improvement in the market, and for attracting a larger number of renters, but the details of their plan have not yet been intimated to me.

13. On the 1st April last, there was a balance of arrears of municipal taxes amounting to Rupees 9,127, of which Rupees 3,581 have since been collected, and Rupees 3,820 summarily struck out of the accounts as "irrecoverable," leaving a balance of Rupees 1,725 to be collected.

As regards the collections of the municipal taxes, I must observe that, on visiting Vellore in May last, and going minutely into the working of the Municipality, I learned with astonishment that the assessment of the traders and house-owners in the Vellore Town was left entirely in the hands of a single Native subordinate on Rupees 25 a month, styled the "Bailiff." This man is a near relation of the Tahsildar, who is himself a member of the Municipal Commission, and on him the Municipality relied implicitly for the assessment of its taxes, which were collected accordingly; and, in like manner, his opinion as to what was or was not "irrecoverable" was received and acted on.

14. I learned with surprise that the Commissioners themselves took no direct part in the assessment of the municipal rates and taxes, and was not astonished to hear that the Bailiff has acquired a considerable amount of property. I, of course, put an end to this system, and divided the town into three divisions under the immediate supervision of certain members of the Commission, who have now agreed to carry out the assessment themselves thoroughly. One of these gentlemen, Captain Mayne, has gone to work vigorously in his division, and, as might have been expected, has informed me that he has found a number of persons exempted from taxation who ought to have been assessed. His, moreover, is the poorest portion of the town, and it is, therefore, extremely likely that, in those localities where the really wealthy merchants reside, we shall find persons equally favoured. I purpose to re-visit Vellore before the end of the year, and go into this important question thoroughly.

From Major A. T. SEARLE, Vice-President of the Municipal Commission, Vellore, to the President of the Municipal Commission, Vellore, dated Vellore, 29th June 1872, No. 287.

In accordance with Section 34 of "The Towns' Improvement Act, 1871," I have the honour, at the desire of the Commissioners, to forward, herewith, statement showing the receipts and disbursements on account of the Municipality, during the eleven months ending 31st March 1872, duly audited by Mr. J. A. Marjoribanks (who made his report direct to you on the 29th ultimo), together with the statement called for in G. O., dated 4th March 1872, No. 627, Financial Department.

2. *Vice-President's explanation to certain Remarks of the Auditor.*—With reference to the remarks of your Treasury Deputy (who audited the accounts) contained in paragraph 11 of his report, wherein he states that he had been informed that many items of expenditure had been made without the sanction of the Municipal Board, and enclosing you a "list of all such objectionable payments," and implying thereby the commission of an irregularity on my part, I beg to observe that I do not think it was within the province of the Auditor to make such remarks, or that they were warranted by the circumstances of the case.

3. The municipal accounts of the year in question (1871-72) have been conducted precisely in the same way as they were in the two previous official years, 1869-70 and 1870-71, and in the manner approved of by Mr. O'Brien, an Auditor of considerable experience, who audited the accounts of these two years, and stated in his report, dated 4th July 1870, "I am glad to find the accounts are now kept in the manner I recommended last year; this leaves nothing to be desired, and I have now much pleasure in testifying to the care and accuracy with which the books are kept," and in 1871, after certifying to the correctness of the accounts kept, adds: "In conclusion, I have much pleasure in bearing witness to the care and accuracy with which the books and accounts of your Municipality are kept."

4. I have the honour to submit, herewith, a list of the expenditure out of the Municipal Fund, during the official year 1870-71, previous to the time I was appointed Vice-President of the

Municipal Commissioners of Vellore, from which you will observe that the Vice-President, in the absence of the President (necessarily so I consider), was empowered to use a certain latitude in ordering works of minor and emergent importance, and making payments thereon without obtaining the previous sanction of the Municipal Board. This custom I continued to pursue, and, I believe, it has prevailed in this Municipality since its establishment in November 1866, with the knowledge and approval of the President and the rest of the Commissioners.

5. Although it was not the custom, when I took over the office of the Vice-President, to lay a statement of these expenditures before the Commissioners, every item spent has been shown in the Municipal Account Books which were always open to the inspection of the Commissioners, not one of whom has ever raised an objection to the mode of procedure till Captain Mayne did so in the month of December 1871.

6. During my tenure of office the total amount of payment out of the Municipal Fund has been within the amount estimated and sanctioned by the Commissioners in the Budget for 1871-72 for the works (under the head of "Repairs," "New Works," "Improvements,") as shown in the statement I herewith enclose.

7. As the Auditor reports he was informed that many of these payments had been made by me without the sanction of the Municipal Board, I think in fairness to myself he might have asked me for an explanation of the same before he ventured to stigmatize them as "objectionable."

8. *Meetings of the Municipal Commissioners.*—During the year under review there were thirty-three general and seven special meetings of the Municipal Commissioners held, at which the average attendance was seven.

9. *Receipts and Disbursements.*—The amount collected during the year, inclusive of balance brought forward from last account, is Rupees 36,952-10-5, and the amount expended during the year is Rupees 26,589-10-0, which leaves a balance of Rupees 10,363-0-5 in favour of the Municipality at the close of the year.

10. *The Sooriagunta Aqueduct.*—The Sooriagunta Aqueduct, referred to in my last report, has been completed, with the exception only of that portion of the channel (two yards in length) which connects it with the tank, and the Commissioners are only waiting to complete this when the water in the tank has fallen sufficiently low to enable them to construct the mouth of the channel.

11. *Slaughter-house.*—The contract for the construction of a slaughter-house was disposed of to Mr. A. J. Frericks for Rupees 2,941, and under which part of the building has been constructed; but as the Contractor did not finish the remainder within the specified time, and even that portion which was built was found to be not in accordance with the plan and specification agreed upon, the works are at a standstill, and the matter is now pending final decision in the Chittoor Civil Court.

12. *Masonry Drains.*—Two thousand and four hundred feet of V shaped drains, with stone slabs fixed in mortar at the bottom, have been constructed at a cost of Rupees 768-1-0. The above plan now adopted has been found to be very superior to the old form of drain, and it has been resolved by the Commissioners to construct these V shaped drains on the same principle with stone slabs over the greater part of the town as soon as the survey plan is completed in September next.

13. *Latrines.*—Under this head Rupees 1,244 have been expended in the construction of thirteen pucka-built latrines—five new and eight in lieu of temporary ones already in existence, on the dry-earth system, and one, at a cost of Rupees 7-9-5, under the trench system.

Urinal.—One corrugated iron circular urinal has been erected as an experimental measure in the compound of the Municipal Office, and others have been sanctioned for putting up in various parts of the town, at the recommendation of the Sanitary Commissioner of Madras.

14. *Dust-bins.*—The number of dust-bins in the town has been increased during the last year by sixty which have been constructed of stone slabs with brick and chunam, and several of the old bins have, likewise, been replaced by others of this description.

15. *Wells.*—Four public wells have been put into thorough repair, at a cost of Rupees 244-1-6, and many old wells that were useless and only sources of danger have been filled up, and others protected by the erection of parapet walls.

16. *Toll Gate.*—As there was only a temporary shed at the toll-gate on the Arnee Road (which is the principal feeder of this town), a permanent toll-house and iron-gate, costing Rupees 142-4-0, have been constructed there in place of the old one.

17. *Jutka Stand.*—The bandy-stands on the Bangalore and Arnee Roads being situated at an inconvenient distance for the halting of jutka bandies generally employed in carrying passengers, &c., to the Railway Station, and as these jutkas were in the habit of crowding together at the entrance to the town, causing serious obstruction and much inconvenience, a jutka bandy-stand was constructed, at a cost of Rupees 63-12-0, at the north end of the Police huts, and the former evil thereby remedied.

18. *Crishnappa Chetty Street Drain.*—A plan for the drainage of Crishnappa Chetty Street and other adjacent streets (through which on account of its lowness a considerable portion of the drains of the town empty themselves, thereby rendering the place very insalubrious) has been decided on, and the work is now under construction, having been let on contract for Rupees 1,050. When this work is completed the improvement to that part of the town will be considerable.

19. *Police Lines.*—The Police Lines which the Commissioners were constructing for Government have been completed during the last year, and the sum of Rupees 3,453-5-0 entered under "Advances recoverable" consists of the sum of Rupees 3,353-5-0 expended under the head, and Rupees 100 advanced for the work of metalling the cart-stand on the Bangalore Road now in progress.

20. *Well at the Police Lines.*—When constructing the Police Lines the Contractor having asked for leave to sink a well at the huts to get water for the building, and it having been thought that a well would be very much needed there, permission was granted to him on the condition that, if it were built pucka, the Municipal Commissioners would bear half of the cost. The well was accordingly sunk (the Commissioners paying their share, viz., Rupees 24), and is much resorted to.

21. *Revetting the Banks of the Nullah at the junction of Catpady and Arcot Roads.*—The earth and stones contained in the triangular piece of ground situated at the entrance to the Fort have been removed and used in reclaiming a portion of the nullah and revetting its banks at the corner of Catpady Road where it joins the Arcot Road, which is the lowest part of the town, and always in a very dirty state and quite an eyesore. As a contract has been given to construct a latrine on the reclaimed embankment, the work when completed will be a great improvement, as the want of a latrine in that spot of the town has been long felt.

22. *Repair of Roads.*—A sum of Rupees 1,491-5-0 was spent in repairing 14,590 square yards of roads, and in forming a new road leading from the Fort to Main Bazaar Street, and in front and rear of the Police huts, to a length of 401 yards with an average width of five yards, and trees were planted all along these new roads and along the road that passes to the north of the old cemetery.

23. *Repair of Cantonment Roads.*—The repair of Cantonment Roads was let to Mr. A. G. Frericks on contract at the same rate as that received by the Commissioners from Government (viz., Rupees 1,110 per annum), and the Contractor carried out his contract for only eight months. The sum of Rupees 555 has been paid for six months during the year, and of Rupees 185 due for the remaining two months in which the repairs were carried on, Rupees 91-2-0 were paid in May 1872 and Rupees 93-14-0 paid into the Small Cause Court at Vellore in compliance with an injunction received from the said Court. As the roads were not touched by the Contractor for the remaining period of the year, and some of them have been much cut up by the late inundation, the Commissioners have resolved to re-metal the road this year with the balance of last year's grant together with the grant for the current year.

24. *Repair of the Municipal detached Bungalow.*—The bungalow occupied (part of the building purchased for the Municipal Office) by the late Manager was put into a state of thorough repair, at a cost of Rupees 227-14-0, and is leased out on a rent of Rupees 10 per mensem.

25. *Education.*—Under this head Rupees 1,208-4-0 have been spent; Rupees 855-4-0 as grant-in-aid under the results' system to nineteen pial schools already in existence, and Rupees 353 (the amount fixed by the Local Fund Board, Vellore Circle,) as contribution for the Educational Inspecting Agency. According to a letter recently received from the Vice-President of the Local Fund Board, Chittoor Circle, Rupees 290-1-6 only appears to be the sum actually due for last year for inspection. With reference to the remark made by Government in paragraph 2 of their Order, No. 680, dated 28th May 1872, Financial Department, the matter of increasing the amount of the results' grants is now under the consideration of the Municipal Commissioners.

26. *Civil Dispensary.*—As the Civil Dispensary here was not handed over to the Commissioners until 4th May 1872, the sum of Rupees 750, fixed by Government in their Order of the 12th December 1871, No. 771, Financial Department, as contribution to be charged against the Municipality, has been paid to the Dispensary Managing Committee.

27. *Vaccination.*—During the year under review, 334 persons have been vaccinated, of which 309 cases were successful. The Commissioners have under consideration the adoption of the system at present pursued in one or two of other Municipalities, viz., the payment of a small remuneration to all who voluntarily come forward and have their children vaccinated.

28. *Registration of Births and Deaths.*—The figures in the margin show the number of deaths that took place during the year under report, from which it will be observed that there were 681 deaths out of a population of 38,166 (according to the Census of 1871) or 17·58 per 1000. The number of births registered during the year was 584.

Cholera...	84
Small-pox	16
Fever	272
Other cases...	309
Tonal... ...	681

29. *Ruinous Houses.*—During the year 480 huts in a dilapidated and ruinous condition have been pulled down, and prickly-pear grown over a space of 150 square yards have been cut and buried.

Prickly-pear.

30. *Lighting.*—The lighting of town lamps (156) was as usual let on contract, and at the rate of Rupees 36-8-0 per 100 lamps per month. Want of lights having been still complained of by the townspeople, fifty additional lamps were sanctioned and put up during the current year. As the lighting of the town with ordinary lamp-oil under the contract system was found not to answer satisfactorily, and complaints were very frequently received of bad lighting, and the imposition of continual fines had very little effect on the Contractor, it was thought advisable to substitute the whole of oil lights in the town with kerosine-oil and keep up the lighting departmentally, as was done in the cantonment, and this has accordingly been carried on since the 1st April 1872, and the change has given universal satisfaction.

31. *Census.*—In taking the census of the Municipality Rupees 117-14-0 have been spent during the year 1871-72, and Rupees 59-8-0 in 1870-71, making in all Rupees 177-6-0. Half of this sum (less the cost of printed forms supplied) has to be reimbursed by Government. As the actual cost of the printed forms is not yet known, this amount is not entered under "Advances recoverable."

32. *Numbering Houses.*—As the houses in the town have been re-assessed last year, the door numbers (wherever found to be necessary) have been renewed at a cost of Rupees 173-13-6.

33. *Survey of the Town.*—The contract for taking the survey of the town was taken by Mr. A. G. Frericks on the 12th May 1871 for Rupees 1,000, to be completed in four months, but, as he failed to carry out his contract, a fresh contract was given to Sub-Conductor A. Milne for the same amount, to be completed in six months from 3rd April 1872, on the conditions that two plans should be furnished on a scale of 200 feet and 400 feet to an inch respectively, and a skeleton map showing the levels of all the principal drains, &c., in the town; that bridges and

tunnels should have permanent bench-marks; and that the town should be traversed by theodolite and the rest of the survey done by compass and chain. The want of a good survey plan of this town has long been felt by the Commissioners, and there is every prospect of the work being completed shortly to their entire satisfaction.

34. *Law Charges.*—The sum of Rupees 25 expended under this head is the charge incurred in connexion with the prosecution of a suit in the Small Cause Court here against Mr. A. G. Frericks for the recovery of Rupees 200 as liquidated damages for not carrying out a contract entered into by him, for the construction of a drain at Wotay Waday Mundy Line, and a decree was given, on the 15th March 1872, in the above suit, in favour of the Municipality.

35. *Establishment.*—In the office establishment the post of Manager, who was drawing 70 Rupees per mensem with a free house (which is now rented for 10 Rupees a month), has been abolished, and the salary of the Head Clerk raised from Rupees 35 to 50 per mensem, whereby a saving of Rupees 780 per annum is effected. The out-door establishment has been reorganized without incurring any extra expense at the beginning of the current year, taking effect from the 1st June 1872, under which arrangement the posts of Market Serjeant, three Maistries, and Bailiff have been done away with, and the strength of the conservancy establishment increased by the addition of two more Sanitary Inspectors (making in all three Inspectors), and six peons and another peon allowed for the market. As the lighting is now carried on by the municipal agency, a separate Superintendent, on 15 Rupees a month, has been entertained for that purpose.

36. *Tolls.*—Tolls have been farmed out for Rupees 11,200 for the eleven months ending 31st March 1872, and the traffic during the year was so enormously great that the contract for the current year rose to Rupees 16,900, or nearly Rupees. 5,000 more than the average receipts during any of the previous years.

37. *Sweepings.*—Much difficulty having been felt in the disposal of town sweepings, which, though offered for nothing, were scarcely appropriated by any one; the Commissioners, when disposing of the contract for the current year, for the supply of carts and bullocks for removing rubbish from the streets, stipulated that the sweepings should be the property of the Contractor, and that he would be required to remove them beyond the municipal limits. By this arrangement the contract had fallen down from Rupees 10-8-0 to Rupees 10-4-0 per cart per mensem.

38. *Rents of Market Stalls.*—The rental of the market was first taken on contract by Mr. Frericks, at Rupees 225 per mensem, on condition that he should look after the conservancy of the place by maintaining such establishment as might be necessary for the same. But a few days after he had taken over charge he gave it up. Since which the market stalls have been let out, and the rents thus recovered during the last year by the municipal agency fetched the sum of Rupees 2,008-12-0. But the Commissioners deemed it would be more advantageous to let the market out on contract, and accordingly disposed of the same, as an experimental measure, for the space of six months, from 1st April 1872, at Rupees 217-8-0 per mensem. The average percentage gained hitherto for the market by the Municipality has been 9·7 per cent.; but it has been felt that the plan on which the market was originally constructed was not a good one. The Commissioners have, therefore, under consideration a plan for effecting an alteration, which it is hoped will prove very advantageous when completed, and attract a greater number of renters.

39. *Collections.*—The following is a statement showing the balance of the municipal taxes as they stood at the close of the year and up to date:—

				RS.	A.	P.
Balance on the 1st April 1872 (including arrears from November 1866), *vide* Statement IV.				9,127	7	8
Since collected	3,581	0	11			
,, written off as irrecoverable	3,820	15	0			
				7,401	15	11
Balance still remaining to be collected...				1,725	7	9

Of the sum of Rupees 1,725-7-9 still outstanding, Rupees 100-5-1 are on account of house-tax for 1871-72, Rupees 121-10-8 on account of trade-tax for the five months ending 30th September 1871, and Rupees 1,503-8-0 on account of trade-tax for the half-year ending 31st March 1872. As a new assessment was made during the last year, which was commenced only in September 1871 (there having been much difficulty experienced in procuring the services of a proper Assessor), after the completion of which bills, notices, &c., had to be prepared and served out, as the last official year only consisted of eleven months, and as the taxes of the previous years were collected during the last year, it was thought advisable not to press the people with several taxes simultaneously, and hence the delay in bringing up the collections within the year. The change in the law as to the procedure to be observed in the collection of trade and profession-tax also adds to the difficulty in realizing the taxes earlier, as a great deal of time of the municipal servants as well as that of the Magistrate is taken up in prosecuting, summoning, and inquiring into each case. Whereas under the old Act, on the authority of a warrant given in the first instance, the tax was easily collected. This accounts for so large an amount of arrears remaining to be collected of the trade-tax for the half-year ending 31st March 1872. But the Commissioners hope that, at the end of the current year, all arrears will be collected.

From J. A. MARJORIBANKS, Esq., Auditor of the Municipal Accounts, Vellore, to the President of the Municipal Commission, Vellore, dated Chittoor, 29th May 1872.

Having, agreeably to your instructions dated 10th instant, proceeded to Vellore and audited the accounts of the Vellore Municipality for the eleven months ending 31st March 1872, I now beg to submit my report with the following returns prepared for that period in the forms prescribed by Government in their Order, dated 28th October 1871, No. 1646 :—

I. Statement of Revenues and Receipts.

II. Statement of Expenditure with two enclosures, viz.:—

A. Detail of allotment for expenditure on Public Works estimated to cost Rupees 100 or upwards.

B. Detail of Municipal Establishment.

III. Abstract of Deposit Account.

IV. Demand, Collection, and Balance Statement for current and arrears.

2. From these returns it will be seen that, omitting deposits, the balance brought forward from the previous year was Rupees 2,870-1-8; the collections during the eleven months ending 31st March 1872 Rupees 34,082-8-9; the expenditure Rupees 26,582-10-0; and the balance at the close of the year Rupees 10,363-0-5.

3. The deposit account shows a balance remaining on the 1st May 1871 of Rupees 258-12-3. Deposits during the eleven months amounting to Rupees 4,879-0-4, repayments during the same period to the extent of Rupees 2,745-13-0, and a balance on the 31st March 1872 of Rupees 2,391-15-7.

4. Thus the cash balance, inclusive of deposits, at the close of the year, was Rupees 12,755. Of this sum Rupees 10,799-2-6 was in the Taluq Treasury, and Rupees 1,955-13-6 in the municipal cash-chest.

5. The demand, collection, and balance statement shows that, out of an assessed demand for the current year of Rupees 12,095-13-9 on houses and trades, Rupees 5,230-0-5 remained uncollected at the end of the year ; and that, out of an outstanding demand of Rupees 13,607-2-3 on account of arrears of previous years, Rupees 3,897-7-3 had still to be realized.

6. I commenced my audit of the accounts by examining the receipts entered in the cash-book with the bill collectors' registers of the collection of house-tax for the previous and current years, and of the trade-tax for the previous years. In the current year the trade-tax was paid directly by the parties concerned, to whom certificates were granted for the sums so paid by them. I examined the counterparts of these certificates with the register kept for that purpose. I also

examined the counterparts of the licenses granted for vehicles and animals with the license books, and found them all to correspond. The items of expenditure were next checked one by one with the vouchers countersigned by the Vice-President. I then again compared all the items, both of receipts and expenditure, with the entries in the ledger, and satisfied myself by drawing up a balance sheet from the totals in the ledger that the opening and closing balances were correct. A copy* of this balance sheet is enclosed.

* Enclosure No. 1.

7. The balance in the Taluq Treasury was certified by the Tahsildar, and the transactions of the Municipality with the Taluq Treasury and Town Sub-Magistrate's Office were compared with the accounts kept in those offices, and were found to correspond with the exception of Rupees 37-8-0, being the amount of a cheque drawn by the Vice-President on the Taluq Treasury in the month of March 1872, but which was not cashed till after the close of that month.

8. In my examination I noticed that the cash-book was not closed each day. This, I think, should be done in future by totalling the daily transactions to be entered in an inner column, then deducting the charges from the receipts, and finally striking the balance. The cash-book should, moreover, be signed every day by the officer responsible for its correct preparation, and all deletions in it initialled by him.

9. I noticed, also, that the vouchers for the charges bear no numbers, and are not filed in the order of the entries made in the cash-book. It would greatly facilitate reference if the vouchers were numbered and filed in order, and the numbers assigned them entered in the cash-book.

10. I find that the Municipality have a permanent advance fund of 100 Rupees for incurring petty charges. These charges, however, are not adjusted monthly, but once in six months or so. I think they should be adjusted monthly, and the fund may be reduced to one-half.

11. Though the various items of expenditure are duly supported by vouchers signed by the Vice-President, yet I was informed that many of them were made without the sanction of the Municipal Board. A list of all such objectionable payments made between 1st April 1871 and the 20th May 1872 having been prepared in the Municipal Office, I beg to enclose a copy of it for your information. If I might venture to make a suggestion on this matter, I think that an account particular of receipts and expenditure may be prepared monthly and laid before the members of the Municipality at their meetings, and thus any irregularity that might occur would soon come under notice, and could be quickly rectified.

From W. S. WHITESIDE, Esq., President of the Municipal Commission, Vellore, to the Vice-President of the Municipal Commission, Vellore, dated Palmanair, 17th June 1872, No. 42.

I have the honour to acknowledge the receipt, this day, of your letter of the 14th instant, No. 247, forwarding an extract from the Minutes of Proceedings of the Commissioners at a meeting held on the 13th idem.

I regret exceedingly to find that the Commissioners should consider it necessary to contest the suits brought against them by Mr. Frericks. I have looked into the papers connected with these suits, and consider that Mr. Frericks possesses very good causes of action on which to go into Court, and that there is but little room for doubt that the results of those suits will be in his favour.

Mr. Frericks is not disposed to press his suits to a final hearing in Court, and is prepared to compromise the matter if reasonable terms are offered to him by the Commissioners. Mr. Frericks has not only told me this in person, but has written to me to the same effect ; and when he thus assures me of his readiness to come to an amicable settlement of the dispute, I certainly am very strongly of opinion that some compromise should be entered into with Mr. Frericks, for otherwise I much fear that a large sum of the ratepayers' money will be uselessly thrown away in law expenses, instead of being usefully laid out in the improvement of the Town of Vellore.

In the event, however, of your and the majority of the other Commissioners being still determined to contest the suits brought by Mr. Frericks, I request that you will be so good as yourself at once to draw up the answers to be filed in Court. These answers I consider can be better drawn

up by the Commissioners, who are, of course, cognizant of all the facts of the case, and know exactly the points on which they propose to raise their defence in Court.

When these answers are forwarded to me, I shall then appoint a vakeel, to whom the conduct of the defence on behalf of the Commissioners will be entrusted.

I trust, however, that the good sense of the Commissioners will prevent their going into Court to contest suits which, with all deference to their judgment, I cannot but regard as containing valid causes of action. I shall feel obliged by your submitting this letter for the perusal of the Commissioners at as early a date as practicable.

EXTRACT from the Minutes of Proceedings of the Municipal Commissioners for the Town of Vellore, dated 27th June 1872.

* * * *

Paragraph II.—Submitted draft copy of Administration Report for last year, 1871-72, together with the Auditor's report for the same year and accounts therein referred to.

With reference to the report on the municipal accounts made by the Auditor, Mr. Marjoribanks, the Commissioners consider that he has exceeded his duties as an Auditor in interfering with matters beyond his province with regard to the remarks contained in paragraph 11 of his report.

The above was carried by all the Commissioners present with the exception of Mr. Beckett and Captain Mayne.

Mr. Beckett wishes it to be recorded that he upholds the Auditor, and considers he was justified in what he has done.

* * *

Paragraph IV.—Read letter, No. 48, dated 21st June 1872, from the President.

The Commissioners regret to observe, from the above letter, that the President has come to the conclusion that the Municipal Commissioners of Vellore have not sufficiently the interests of the ratepayers at heart.

Carried unanimously.

(True Extracts.)

(Signed) A. T. SEARLE, Major,
Vice-President.

No. 186. From W. S. WHITESIDE, Esq., President of the Municipal Commission, Vellore, to the Chief Secretary to Government, Fort St. George, dated Palmanair, 22nd August 1872, No. 43.

I have now the honour to submit my report on the working of the Municipality of Vellore, called for by the Supreme Government as set forth in the Proceedings of the Madras Government, No. 627, dated 4th May 1872.

2. The Vellore Municipality came into existence in the month of November 1866. Its income and expenditure during the several years are set forth in the appended Statement A. The Government will perceive that the income has risen from Rupees 4,495 in 1866-67, to Rupees 34,082-8-9 for the current year. This is satisfactory, and it is no doubt capable of still further improvement when municipal remunerative works, such as the slaughter-house, general market, cart-stands, manure depôts, &c., are completed, and in a proper working order. The expenditure that has been made has certainly done much to improve the town, but a very great deal still remains to be effected, and I do not expect to see very much done until after considerable alteration has been effected in the system under which the Municipality is now administered. In Statement B are set forth the various works,

so far as they are known in this office, that have been carried out by the Municipality year by year.

3. I regret to be obliged to place on record a most unfavourable opinion as to the manner in which the municipal affairs are at present being conducted, which is almost unanimously admitted by the Commissioners themselves, and which I am aware is productive of much unpleasant comment amongst the taxpayers and general community.

4. In the first place, I would note the absence, amongst the Commissioners, of that cordial, friendly feeling which is so necessary if the Municipality is really to promote the best interests of the community. A great deal too much of clique and party feeling is prevalent. Some of the Commissioners are earnestly desirous to do all in their power for the good of the town, and devote to municipal work not a little of the time left at their disposal by onerous official duties; but, on the other hand, there are obstructions thrown in the way by others, and the Weekly Municipal Meetings have too frequently been the scene of unseemly bickering and dispute. The meetings commence at 7 A.M., and often go on till past 11, but frequently much of the business that might have been transacted has not been got through owing to the desultory arguments, sarcastic speeches, and general conversation that went on. Occasionally, I am very sorry to say, the limits of politeness were even overstepped by the language that has been made use of, and I should be failing in my duty, in furnishing (as I am now required to do) "a complete picture of the working of the Municipality," if I omitted honestly and plainly to declare that I attribute very much of this unsatisfactory state of things to faulty management on the part of the present Vice-President.

5. Major Searle was nominated to that office by the General Commanding the Division in March 1871. Complaints have been made to me by divers members of the Commission of his disagreeable manner, and of the uncourteous way in which they have been treated by Major Searle at the Municipal Meetings, in presence of the Native Members of the Municipal Board, when their opinion on the matter under discussion chanced to run counter to his own; and to such an extent has this feeling of dissatisfaction advanced that I know several members of the Board who have now ceased to attend the meetings.

6. Many of these disputes originated in attempts, on the part of some of the Commissioners, to draw attention to, and to check, irregularities of the Vice-President in the management of the duties of his office. There can be no doubt that, during the time Major Searle has held the post of Vice-President, he has failed to conform to several of the rules laid down for his guidance, and of the existence of which he must have been aware; and it is greatly to be regretted that, when they were prominently brought to his notice, he did not readily agree to be more particular in future.

7. It may be asked why was not this state of things rectified long ago by the President as soon as he came to know of it; but my predecessor, Mr. J. D. Robinson, was under the impression that, situated as it is in the Sub-division, it was hardly within his province to interfere directly in the management of the Vellore Municipality; and, therefore, when Captain Mayne in the month of September 1871 wrote to him, bringing strongly to his notice various irregularities

on the part of the Vice-President and begging him to visit the Municipality and make a searching inquiry into its affairs, Mr. Robinson declined to do so. Subsequently, on the 11th December 1871, Mr. Cruickshank, the Acting Sub-Collector, wrote officially at great length on the same subject to Mr. Robinson, but with the same result.

8. I joined this district a day or two before the cyclone and terrible flood, at Vellore, on the 2nd May last, and at once went to Vellore and remained there for three weeks, during which time I gave much attention to the working of the Municipality. I was struck by the jarring, inharmonious manner in which its affairs were being conducted, and I did my best to rectify matters. I found that the Municipality was not marked out, as it ought to have been, into separate divisions superintended by Sub-Committees composed of Native and European Commissioners. The Vice-President had virtually the whole Municipality in his own hands, and seemed to do with it very much as he liked. He ordered works to be undertaken and carried out and paid for, without prior reference to the Commissioners, without estimates having been prepared for submission to the Municipal Board, and without even obtaining subsequently orders for payment (*vide* Statement C appended). This system was termed "departmental execution," and it undoubtedly gave opportunity for much irregularity, while it was more expensive to the Municipality. The rates for labour and material rose high, and instances are not wanting in which works have been executed, or materials purchased, on contract, at an infinitely cheaper rate than when the same kind of work was done on materials supplied under the "departmental system."

9. Two of the Municipal Commissioners, Captain R. Mayne and Mr. J. A. Beckett, have all along protested against these irregularities, and have done their best to check or prevent them, but they are in a minority amongst the Commissioners, and have, I am aware, incurred not a little odium for the uncompromising and strenuous manner in which they brought forward, at successive meetings, this or that matter which they considered called for notice, and, as was perhaps natural under the circumstances, the dissensions thus raised often became heated and unpleasant. Captain Mayne and Mr. Beckett came at last to be regarded as red-hot reformers, who allowed their zeal to out-face their discretion, and the Vice-President could see nothing but personal hostility to himself in the zeal and anxiety for municipal interests that was evinced by those Commissioners.

10. During my stay in Vellore these two gentlemen addressed to me an official letter, copy of which I forward herewith, drawing my attention to divers irregular or improper acts on the part of the Vice-President, which, they were of opinion, required careful consideration before I prepared the report I now do myself the honour to submit. After perusing this letter I examined the municipal records; and, finding that there were grounds for taking further action, I forwarded it to Major Searle, and requested him to let me have his reply, in writing, to the various points set forth in Captain Mayne and Mr. Beckett's letter. This he has done, and a copy of his reply forms one of the enclosures to this report.

11. The points raised in the first of these letters are briefly:—

(1.) That the Vice-President, at a meeting of the Municipal Commissioners held on the 7th July 1871, proposed that a latrine should be erected at a certain

spot close by the side of the road leading into Vellore from the Railway Station, but his proposition was not carried. This was duly entered at the time by Major Searle in the rough-draft of the proceedings of the meeting, but subsequently the Vice-President ordered that that resolution of the Commissioners, adverse to his proposition, should be omitted altogether from the fair copy of the proceedings that was then being prepared.

(2.) That, at a Meeting of the Commissioners held on the 2nd February 1872, the Vice-President when questioned on the subject of the said proposition denied all knowledge of it, and also said, when asked to produce the rough-draft of the proceedings of the former meeting, that they were not kept, whereas in point of fact he had the said proceedings at the time.

(3.) That, at the meeting held on the 21st July 1871, a proposition was carried that all municipal masonry contracts above Rupees 20 should be given to Mr. Frericks, and that he should be paid at municipal rates; but that the Vice-President failed to enter that proposition in the minutes in the form in which it was carried.

(4.) That Major Searle irregularly inserted in the proceedings of the meeting, held on the 7th December 1871, an incorrect statement of facts with reference to what had passed at a previous meeting of the Municipal Commissioners.

(5.) The expenditure by the Vice-President of large sums of money out of municipal funds without the sanction of the Commissioners.

(6.) Irregular increase of the municipal establishment by the Vice-President without prior reference to the Commissioners.

(7.) That, whereas the Municipal Commissioners, at a meeting held on the 20th March 1871, decided to recall from the municipal bill collector all uncollected bills then in his hand, the Vice-President omitted to carry out that resolution, and allowed the Contractor to retain a large sum of municipal money, and a large number of bills in his hands for many months, and until the matter was once more brought to the notice of the Commissioners on the 1st December 1871.

(8, 9, and 10.) The use by the Vice-President on various occasions, to the Municipal Commissioners at Municipal Meetings, of insulting language, &c.

(11.) That, whereas the Municipal Commissioners obtained on contract given openly a quantity of finely-dressed stone slabs at the rate of Rupees 10 per square, the Vice-President at the same time expended, without reference to the Commissioners, a large sum of municipal money in the purchase of rough stone slabs which he paid for at the rate of Rupees 34-6-0 per square.

Captain Mayne also appends a postscript setting forth how the Vice-President, while Captain Mayne was under examination as a witness in the Vellore Small Cause Court in a suit filed by the Municipality against Mr. Frericks, grossly insulted him (Captain Mayne) by crying out suddenly, with reference to a certain reply of his to a question, "it is a lie," and for which offence he refused to apologize until required to do so by the Station Staff Officer.

12. Major Searle, in his reply to the first point, admitted that the Municipal resolution as set forth in the original draft proceedings of the meeting does not appear in the fair copy subsequently entered in the Minute Book, but declares his

inability to account for the omission. A couple of days subsequent to the receipt by me of this official letter from the Vice-President, Major Searle wrote to me a private letter in which he said he now found that he had written an order to the Municipal Office Manager directing him to omit entering the resolution in the fair copy he was then preparing; but he omits to explain why he did so. Major Searle goes on to state that, though his original proposition was rejected by the Commissioners, it was determined in February last to carry it out, and that the work is admitted now to be a great improvement to that part of the town. On this point I would observe that Major Searle's original proposition was to erect the latrine *on the road side*, but he must be well-aware that the latrine since erected is built on a different site altogether, at some distance from the road, from which it is separated by a bank and a wide nullah.

As to the second point raised by Captain Mayne and Mr. Beckett, Major Searle explains that he stated that the municipal rough-draft proceedings were not kept "here," meaning thereby *in the Municipal Office*, but that he had them in his own house at the time.

The third point is emphatically denied by Major Searle. I referred on this point to another of the European Commissioners who was present at the meeting, and he has informed me, demi-officially, that he distinctly recollects that the proposition, as carried, was that Mr. Frericks should have the option of taking all municipal masonry contracts above Rupees 20.

As to the fourth point, Major Searle contends that his explanation is correct.

As to the fifth point, Major Searle observes that, in expending without sanction large sums of municipal money, he only continued the custom that has prevailed all along in the Municipality, and that, in the statement of expenditure that he prepared on the 5th and 9th January last, none of the sums actually spent by him exceeded the amount that had been sanctioned by the Commissioners, but in reality fell short of that amount in every instance. Here, again, Major Searle has fallen into error. In the return to which he alludes, the statement originally prepared showed that the budget allotment for latrines had been considerably exceeded, while the allotments for urinals had not been fully expended. Major Searle then himself altered the statement so as to show the expenditure on latrines and urinals both under one heading, and then the expenditure so amalgamated did, no doubt, fall slightly below the total sanctioned amount. I have seen the original statement so altered in the Municipal Office.

As to the sixth point, Major Searle denies that he erred in entertaining an addition to the municipal establishment without the knowledge of the Commissioners; and here again he has made a mistake. No reference whatsoever requesting sanction for the employment of the additional establishment referred to was made to the President of the Municipality; but, after some interval of time, the irregularity was noticed, and then Major Searle laid the matter before the Municipal Commissioners, and they approved of what he had done.

As to the seventh point, Major Searle admits that, after the Municipal Commissioners had decided (in consequence of his negligence to fulfil the terms of his contract) to take back from the Contrac or all uncollected bills then in his hands, he (Major Searle) for some months, and without reference or report to the Municipal Commissioners, continued to issue bills to the Contractor, and allowed him to go on with the business that had been ordered to be taken from him.

As to the eighth, ninth, and tenth points, Major Searle furnishes explanation on the several discourteous speeches and actions imputed to him.

As to the eleventh point, Major Searle does not deny his having departmentally purchased stone, at the rate of Rupees 34-6-0 per square, at a time when the Municipality was buying dressed stone slabs, at Rupees 10 a square, on open contract, and mentions that even higher rates for similar material required for other municipal works have been paid; and he inquires why Captain Mayne waited so long before bringing forward these complaints against him; but, as I have stated above, the late President was last year referred to by Captain Mayne on these very points, and requested to institute an inquiry, and, that reference proving fruitless, Captain Mayne waited until Mr. Robinson quitted the district, and at once laid the matter before me, and again called for inquiry. I regret with Major Searle that Captain Mayne appended to his official letter a statement of the insult offered to him in the Small Cause Court by Major Searle, as it was a matter in regard to which he had already received an apology.

13. These communications, received by me as President, will show Government very clearly the unfortunate state of things that has existed for some length of time in Vellore amongst the Commissioners themselves, but matters are not much better when we come to look into the conduct of municipal affairs in other respects.

14. The Municipality, under the present Vice-President, has embroiled itself in successive law suits with one of its Contractors, Mr. A. G. Frericks. Mr. Frericks had contracted to build the new Municipal slaughter-house on a plan which, after it was placed in his hands, was admitted to be defective in several important particulars. The Vice-President then took exception to the mode in which the contract was being carried out, and refused to pay Mr. Frericks for the work done according to the terms of the contract; and eventually Mr. Frericks has filed a suit against the Municipality, which will be heard in September, claiming damages for breach of contract. He has also filed another suit to recover damages for the Municipality's failure to give him certain contracts as agreed.

15. He assured me, soon after I took charge of the district, that he had no desire whatever to press the suits into Court, and was very willing to compromise them; but, though I wrote to the Commissioners, and strongly urged the acceptance of the very favourable terms on which I was informed Mr. Frericks was willing to withdraw his suits in the Civil Court, the Commissioners paid no attention to my recommendation. Since then, a third suit, the particulars of which I have not as yet heard, has been filed in the Vellore Small Cause Court by Mr. Frericks against the Municipality.

16. Shortly after the two suits in the Civil Court had been filed, Major Searle wrote to me to say that, in consequence of the opposition he met with from Captain Mayne and Mr. Beckett, he did not wish to retain any longer the office of Vice-President, but would continue to occupy his seat at the Municipal Board. I am decidedly of opinion that it is inexpedient that Major Searle should continue on the Vellore Municipal Commission, but in view of the fact that the civil suits against the Municipality (to the filing of which he, as Vice-President, had undoubtedly had

a great deal to say) were about to come on for hearing, and that Major Searle is better acquainted than any one else with all the facts of those cases, and is best able to assist the Municipality in the defence it now has to make, I wrote to Major Searle, and pointed out the inadvisability of his throwing up the appointment at so inopportune a moment, and suggested that I should retain his resignation of the Vice-Presidentship until the suits are finally disposed of, and to this he has agreed.

17. I have noticed that several of the municipal contracts have been very unsatisfactorily carried out. The Police Lines, built at a cost of Rupees 4,900, and only completed last year, are already in a dilapidated condition; and so also the general market, which cost nearly Rupees 21,000. It is admitted now that the plan of the market itself is faulty, and the mode in which it was built is such that, although it was only finished in May last year, it is now in need of repair in various respects. By a most unlucky blunder, too, the owner of some old shops on the opposite side of the road to the municipal market has been allowed by the Vice-President to rebuild them, and open an opposition market, and draw off almost the whole of the trade from the municipal market, which now stands nearly empty. The new slaughter-house I have already mentioned. The plan upon which it is being constructed is of a description that Engineer Officers have pronounced to be radically wrong. It appears to me that the first, and indeed only, thought with the Vellore Municipal Contractors has been how to squeeze the largest amount possible of profit out of their contracts, and that to defective supervision we must ascribe much of the subsequent failure of the works executed.

18. I found, on joining the district, that the assessment of the municipal taxes on trades and house property had been left entirely, and without check, in the hands of the "Bailiff," a Native Municipal servant, receiving a salary of only Rupees 25 a month, who, of course, assessed every ratepayer as lowly as possible. The assessment I have now arranged shall be made by Commissioners themselves by regular house-to-house visitation, the Municipality having been marked out for the purpose into divisions of suitable extent. The Bailiff in like manner was relied on for information as to the arrears of municipal taxes, "Recoverable and irrecoverable;" and here again there can be little doubt the Municipal Treasury suffered considerably.

19. Under a different Vice-President, who will combine tact and firmness with suavity of manner, and who will conform strictly to the rules laid down for his guidance, I have every expectation of seeing the Vellore Municipality prosper, and the community rejoice in the efforts made for its improvement; but, at present, the Municipality is unquestionably most unpopular, and I am not surprised at it, for the municipal servants have not been slow to copy their superior's neglect of rules; and, as an instance in point, I may mention that I have just had before me a case in which the Municipal Overseer, a Native Christian, took it upon himself quite lately, without reference to the Vice-President or to any of the Commissioners of that division of the town, to cause a pandal, erected by the wardens of a certain pagoda, within their premises, to be summarily destroyed by municipal servants; and the same man, on his own authority, issued sanction for the erection of a choultry in the cantonment, in a most objectionable spot, for the halting place of travellers. I am now on the look out for a proper person to take the place of this Overseer, whose services I am about to dispense with.

From Messrs. R. MAYNE and J. A. BECKETT, Municipal Commissioners, Vellore, to the President of the Municipal Board, Vellore, dated 16th May 1872, No. 1.

We, the undersigned Commissioners, have the honour, with reference to the Order of Government, No. 627, of the 4th May 1872, calling upon the Commissioners to give a complete picture of the working of the institution, to bring to your notice the irregularities as here undermentioned since Major Searle became Vice-President, and to request that you will be good enough, after satisfying yourself from the records in the Municipal Office, to institute such an inquiry as you may think fit, reporting the same for the information of Government:—

1. At a meeting of the Commissioners, on the 7th July 1871, a proposition was made by Major Searle to reclaim a portion of the ground on the Catpaudy Road by removing the stones and earthwork from the entrance to the Fort to that place, and to erect thereon a latrine. This proposition was rejected by the Commissioners, but Major Searle subsequently ordered that that resolution of the Commissioners should be omitted altogether from the fair copy of the proceedings of the meeting.

2. At a meeting on the 2nd February 1872, when the subject relating to the removal of the stones and earthwork was again brought forward, one of the Commissioners present asked the Vice-President if there was not a proposition made some time previous when it was proposed to build a latrine on the Catpaudy Road, the Vice-President then denied all knowledge of any such proposition, and when the Commissioners requested that the draft proceedings should be produced, the Vice-President said that they were not kept, whereas he had the said proceedings at the time.

3. At a meeting held on the 21st July 1871 it was proposed and carried that Mr. Frericks, the Contractor, should have all municipal masonry works costing Rupees 20 and upwards, and that he was for such works to be paid at municipal rates. The wording of this proposition, as entered in the proceedings, is not in accordance with the proposition actually carried at the meeting.

4. In the Proceedings, dated 5th December 1871, Major Searle enters his explanation with reference to a certain proposition made by Mr. Cruickshank at a meeting held on the 1st December 1871. Major Searle therein states "which latter assertion (slips of paper) is incorrect, as the rough proceedings are always made out on sheets of French Foolscap-paper." This statement of Major Searle's is not true, as will be seen by referring to the draft proceedings of the 25th August 1871.

See statement called for in Proceedings, dated 1st December 1871.

5. Expending large sums out of the municipal funds without the sanction of the Commissioners.

6. Entertaining certain servants on the municipal establishment without the previous sanction of the Commissioners.

7. When the assessment and trade tax for the year 1870-71 was being very tardily collected by Contractor Narrainsami, there was a proposition made (*vide* Proceedings, dated 20th March 1871) that all uncollected bills remaining in his possession on the 30th June 1871 were to be taken from him. Notwithstanding this resolve of the Commissioners, the Vice-President allowed the Contractor to keep bills to a large amount for some months after the time resolved on, and Narrainsami's contract was not cancelled, nor were the bills and money in his possession taken from him until the matter was once again brought before the Commissioners (*vide* Proceedings, dated 1st December 1871).

8. At a meeting of the Commissioners, on the 22nd September 1871, Major Searle offered a direct insult to certain Commissioners by pointedly addressing the following language to two of the Native gentlemen of the Commission present:—"I am glad to see you two as gentlemen know how a gentleman should be treated."

9. At a meeting held on the 1st December 1871, Mr. Cruickshank proposed that the rough minutes of the proceedings of each meeting be recorded in a bound book and not on slips of paper. Major Searle in a most insulting manner interrupted Mr. Cruickshank and said, "that is a lie, as the proceedings are never written on slips of paper."

10. Disorderly and unbecoming behaviour on the part of Major Searle at a meeting of the Commissioners on the 1st December 1871.—For particulars see Proceedings of the 5th December 1871.

11. The Municipal Board had no difficulty in procuring finely dressed stone slabs at the rate of 10 Rupees per square when the work was given on open contract; the Vice-President, without reference to the Commissioners, expended a large sum of municipal money in rough stone slabs, which he paid for at the rate of Rupees 34-6-0 a square.

P. S.—When Captain Mayne was summoned to appear at the Small Cause Court, Vellore, on the 14th March 1872, as one of the witnesses in a suit that was filed by the Municipality against Mr. Frericks, Engineering Contractor, and when being examined in the witness box, Major Searle in open Court did most grossly insult Captain Mayne by crying out "It's a lie," and subsequently declined to offer the ample apology required until called upon to do so through the Station Staff Officer.

From Major A. T. SEARLE, Vice-President of the Municipal Commission, Vellore, to the President of the Municipal Commission, Vellore, dated Vellore, 27th May 1872, No. 1.

With reference to the letter, No. 1, dated 16th May 1872, addressed to you by two of the Municipal Commissioners, Captain Robert Mayne, of the Invalid Establishment, and Mr. Beckett, a retired Eurasian Apothecary residing at Vellore, requesting you to make such inquiry as you may think fit regarding certain irregularities alleged by them to have been committed by me since I became Vice-President, and submitted to me by you for explanation, I would here beg to point out to you, and at the same time enter my protest against, the irregularity committed by the two above-named Commissioners in not forwarding the communication to you through the proper channel; and herewith enclose, for your information, an extract from the Municipal Proceedings, No. 6, dated 19th June 1867, of a case that occurred when a vote of censure was passed by the Municipal Board on certain members for the commission of a similar irregularity.

In reply to the document submitted to you by Captain R. Mayne and Mr. Beckett, now under acknowledgment by me, I have the honour to inform you that—

1. On now comparing the rough with the fair copy of the proceedings of the meeting of the Commissioners held on 7th July 1871, I observe that the proposition referred to was omitted in the latter copy of the proceedings.

As a whole year has nearly elapsed since the occurrence, I am quite unable to account for the omission. On asking the Manager of the office for an explanation he assures me that he has no recollection of being ordered by me to leave out the proposition, and that he cannot in any way account for its omission.

I think that it would have been the proper course for the two Commissioners, Captain Mayne and Mr. Beckett, to have pursued, on their observing that the proposition referred to by them had been omitted from the fair copy of the proceedings, to bring the fact to the notice of the Commissioners at their next meeting, when the matter would doubtless have been satisfactorily accounted for and the omission rectified, instead of allowing it to pass and making a complaint to you on the subject after the lapse of so long a period.

I may here observe that the work appears to have been subsequently considered by the Commissioners to be one of public utility, for on the Sanitary Inspector, Dr. Cornish, visiting the town some time afterwards, he strongly recommended that the work should be done, and on its being again proposed by me, at a meeting held on the 2nd February 1872, it was resolved to carry it out, and the work is now nearly completed, and acknowledged by every one to be a great improvement to that part of the town.

2. Should the course as above suggested by me have been pursued by the two Commissioners, Captain Mayne and Mr. Beckett, no occasion would have afterwards occurred for "one of the Commissioners present asking the Vice-President (on the 2nd February 1872, seven months afterwards) whether there was not a proposition made some time previous regarding the erection of a latrine on that piece of land, and for his (as alleged by the same two Commissioners) denying all

knowledge of any such proposition." This alleged denial on my part I deny ever having made, as also my having stated (as also alleged) that "the draft proceedings were not kept." "When the Commissioners requested that the draft proceedings should be produced," what I did state was that "the draft proceedings were not kept *here*," meaning in the Municipal Office, as, after the copyist had fairly entered the minutes of the proceedings into the book kept for that purpose, the draft proceedings were sent to my house.

3. I deny the truth of the statement made by Captain Mayne and Mr. Beckett that, at the meeting held on the 21st July 1871, it was proposed and carried "that Mr. Frericks, the Contractor, should have all municipal masonry works costing Rupees 20 and upwards." I particularly observe that Captain Mayne and Mr. Beckett have failed to state by whom such a proposition was made. I distinctly recollect that the subject of Mr. Frericks having all masonry works, costing 20 Rupees and upwards, was mentioned and discussed at that meeting, but I beg emphatically to state that *no* such proposition was ever made, and that the statement contained in the latter part of paragraph 3 is incorrect.

Captain Mayne made a similar statement on oath before the Acting Judge of the Small Cause Court here on the 14th March last, which I then denied, and proved was incorrect by producing before the Court the original draft copy of the minutes of the proceedings of the meeting held on the day mentioned (21st July 1871), and showing what was actually proposed and recorded at the time.

I would here again observe that had I "entered the working (wording?) of this proposition not in accordance with the proposition actually carried at the meeting," why did not Captain Mayne and Mr. Beckett bring up the matter at the next meeting of the Commissioners, and then point out my alleged irregularity? Their making the complaint to you after this length of time shows plainly the animus that exists in their minds against me.

4. Regarding the charge of untruth brought against me by Captain Mayne and Mr. Beckett in stating to Mr. Cruickshank that "the proceedings are always made out on sheets of French Foolscap-paper, and not on slips of paper," I still adhere to my statement, and would request any one to examine the rough proceedings and judge for himself whether they are on slips of paper or sheets of French Foolscap-paper; and likewise compare them with the draft proceedings of the meetings of the Commissioners under all the previous Vice-Presidents.

On looking at the draft proceedings of the meeting held on the 25th August 1871, referred to by Captain Mayne, I observe that they are made out on half sheets of Foolscap-paper with the exception of the first sheet. (I presume, therefore, that the proceedings were commenced before the Manager had placed writing-paper on the table, and that the proceedings were being recorded to save time.) But this single exception will prove the rule; the draft proceedings are complete, and I consider that this fact regarding "a statement made by me to Mr. Cruickshank, another Commissioner," having been brought up to your notice by Captain Mayne and Mr. Beckett at this period, will likewise plainly show the animus entertained by these two Commissioners.

5. Regarding the charge preferred by Captain Mayne and Mr. Beckett against me for "expending large sums out of the municipal funds without the sanction of the Commissioners," I would inform you that it has been the custom in this Municipality, I believe since its establishment, as you are doubtless well-aware, and the municipal records will show (the supervision, &c., of the several municipal divisions not being under any particular nominated Commissioners), for the Vice-President to superintend and order the numerous necessary small works of the municipal divisions without obtaining the previous sanction of the Commissioners, such as repairs of roads and buildings, drains, &c., and other small works of general utility and of emergency, and pay for the same fortnightly, the bills and vouchers always being kept in the Municipal Office, and the accounts entered in the municipal account books which are always open for inspection, remarks, &c., of any of the Commissioners who chose to call for them. This practice I continued to carry out, nor has it been interfered with by the President or any of the Commissioners until recently by Captain Mayne.

On the 5th and 9th of January 1872, I submitted a statement before the Commissioners (with the "statement of the expenditure from the Municipal Fund" called for by Captain Mayne), in

which was shown clearly that none of the sums that had actually been spent by me *exceeded*, but on the contrary that in every case they fell *far below* the amounts that had been estimated and passed by the Commissioners in the Budget for 1871-72 (for the works under the head of "Repairs," "New Works," and "Improvements").

6. In reply to Captain Mayne and Mr. Beckett's charge against me for "entertaining certain servants on the municipal establishment without the previous sanction of the Commissioners," I would observe that, according to the Act III. of 1871, no such sanction is requisite, the appointments being all made by the President (Section 28). The statement recently made by Captain Mayne, at a meeting in the presence of the Commissioners, that the Vice-President had entertained his private servants in the Municipality, is incorrect, and likewise displays the animus entertained by Captain Mayne.

7. A contract for the collection of taxes for one year, from the 1st May 1870 till 1st May 1871, was given over to one Narrainasami, and security to the amount of Rupees 4,000 taken from him. At a meeting of the Commissioners held on the 20th March 1871 (the first meeting that was held after I was appointed Vice-President), it was resolved that "the Contractor should be allowed three months' extension, till the 30th June 1871, after which date all uncollected bills should be taken from him and his contract cancelled." At this time, when the Contractor was called upon to give up the bills and settle up, he represented that, although the contract had been given to him for one year, from 1st May 1870, *no bills were* given to him from the Municipal Office to *collect till the month of August* 1870; he, therefore, requested that he might be allowed a further period to enable him to collect and recall such bills as had been made over to him up to that date (30th June), as he had already served them with notices on the several parties owing. This was accordingly granted with the knowledge, I believe, of several of the Commissioners. No fresh bills were made over to the Contractor after the 30th June 1871, and the security taken from him for the Rupees 4,000 was retained till he gave up all the bills, and his contract was cancelled. The money collected by the Contractor was given into the Municipal Office from time to time, as the records will show, and was *not retained by him* as erroneously stated by Captain Mayne and Mr. Beckett.

8. A day or two previous to the 22nd September 1871 the Contractor, Mr. Frericks, addressed a very impertinent letter to me, "threatening to report me to the President," which I returned to him. This letter, it would appear, he took to Captain Mayne and Mr. Beckett, for at the meeting of the Commissioners held a day or two afterwards on the 22nd September, when I remonstrated with him regarding his letter and his insolent conduct in the presence of all the Commissioners, telling him that I would not tolerate such impertinence, Captain Mayne and Mr. Beckett said, "Oh, I don't see that Mr. Frericks has been impertinent; I don't call that impertinence at all." The Tahsildar and the Range Officer, who were the only other Commissioners present at the meeting (with the exception of Govindoo Mudeliar who is since dead) were so indignant at what had taken place that they both rose in their seats and said to Mr. Frericks, "How dare you behave in such an insolent manner to the Vice-President; no Native even would dare behave in such a manner to another Native as you have done. On which I addressed myself to them both and said, "I am glad to see you two gentlemen know what conduct is due to a gentleman," and not "I am glad to see you two *as* gentlemen know how a gentleman should be treated," as misstated by Captain Mayne and Mr. Beckett.

I can feel no doubt but that Captain Mayne and Mr. Beckett felt that my remark reflected on the very extraordinary part they had both just taken in supporting such insolence.

Subsequently Mr. Frericks again wrote a very impertinent letter to me as Vice-President on the 4th December 1871, which, on being submitted before the Commissioners at their meeting held on the 5th December 1871, it was proposed that "Mr. Frericks' letter be returned to him, as the Commissioners think the style of it highly objectionable, and that they will be prepared to entertain his request on his adopting a proper tone in his communication with the Commissioners." Although this proposition was carried, Mr. Beckett wished it to be recorded that he dissented from it.

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9 and 10. At a meeting of the Commissioners, held on 1st December 1871, Mr. Cruickshank proposed in what I considered a very discourteous manner, "that the rough minutes of the proceedings of each meeting be recorded in a hand-book, and not on slips of paper;" on which I told him that his assertion was incorrect as they were written in sheets of French Foolscap-paper. I also repeated the same to Mr. Cruickshank at the next meeting held on the 5th December—*vide* the proceedings in which is fully recorded the explanation by Mr. Cruickshank and me of what occurred at the meeting of the 1st December.

The statement made by Captain Mayne and Mr. Beckett of my having said to Mr. Cruickshank "in a most insulting manner" that "that is a lie, as the proceedings are never written on slips of paper" is incorrect. Should I have expressed myself in the manner alleged by Captain Mayne and Mr. Beckett, or Mr. Cruickshank have felt himself aggrieved with regard to my conduct, I think it would have rested with Mr. Cruickshank to bring the matter to the notice of Mr. Robinson, the President, and the rest of the Municipal Commissioners for an explanation.

As the above occurrence is admitted to have concerned *Mr. Cruickshank and myself alone*, I think it will show plainly the state of feeling that exists in the minds of Captain Mayne and Mr. Beckett, their bringing the matter before you as a charge against me.

I thoroughly repudiate the accusation brought by these two Commissioners also against me of "disorderly and unbecomming behaviour."

11. At a meeting held on the 16th June, the Commissioners resolved to sink a well at the bandy-stand on the Bangalore Road. On the completion of the work the bill was submitted to the Commissioners at their meeting held on the 19th January, and the same was passed by the Commissioners and paid. I may here observe that, on the erection of the municipal market a few months previous, the Commissioners paid upwards of Rupees 38 per square to Contractor Ramasawmi Naidoo for dressed slabs of stone for the wells at the market, which were inferior to those used at the well now referred to, and on the day that the Commissioners passed the bill of Chennakistnappa for Rupees 34-6-0 per square of dressed slab of stone, the Commissioners at the same meeting accepted a tender offered by the same Contractor at the rate of Rupees 25 per square of undressed slabs.

The statement, therefore, made by Captain Mayne and Mr. Beckett of my having, "*without reference to the Commissioners*, expended a large sum of municipal money in rough slabs which he paid for at the rate of Rupees 34-6-0 a square" is, like nearly all the rest of the statements made by Captain Mayne and Mr. Beckett against me, incorrect, and I consider most mischievous and vexatious.

If Captain Mayne and Mr. Beckett thought I had committed any irrigularity, or they had any complaint to make against me, I am of opinion they should have brought the same at the time to the notice of the President, Mr. Robinson, and the rest of the Municipal Commissioners.

It is much to be regretted that the personal animosity entertained by Captain Mayne and Mr. Beckett against me, only too plainly evinced by the facts now submitted to you, and displayed before the Municipal Commissioners at almost every municipal meeting, should have conduced to create constant dissension and ill-feeling amongst the Commissioners, a state of things that has unfortunately existed only since the appointment of Captain Mayne to the Municipal Commission, and which has, I consider, acted very prejudicially to the well-working of the institution for the public good, and has frequently deterred several of the Commissioners from attending the meetings.

P. S.—With regard to the P. S. appended by Captain Mayne to the paper under reference, I cannot help expressing my surprise that, after Captain Mayne's accepting what he terms an "ample apology" from me for making an expression (which was elicited from me through great provocation on the part of Captain Mayne), he should have thought fit to bring the matter to your notice, as it is quite irrelevant to the subject, of the paper which he and his colleague, Mr. Beckett, profess to submit to you with the object of "giving a complete picture of the working of the Municipal institution."

Such a proceeding on his part will, however, be a still further proof of the ill-feeing entertained by Captain Mayne against me.

G

A.

STATEMENT showing the Receipts of the Vellore Municipality from 1st November 1866 to 30th April 1871.

Receipts.	Rates on houses and buildings.	Tax on arts, professions, and trades.	Tolls.	Tax on carriages and animals.	Registration of carts and vehicles.	Government contributions.	Receipts from public cart-stand.	Sale of land.	Grant for repair of Cantonment roads.	Other miscellaneous receipts.	Total.	Remarks.
1	2	3	4	5	6	7	8	9	10	11	12	13
	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	
From 1st November 1866 to 30th April 1867.	... ...	... ...	3,223 13 6	271 0 0	494 0 0	482 10 2	... ...	... ...	... ...	23 12 0	4,495 3 8	
From 1st May 1867 to 30th April 1868.	2,539 2 0	6,557 0 0	11,731 7 6	533 8 0	982 0 0	6,520 0 0	175 11 2	... ...	... ...	182 13 6	29,221 10 2	
From 1st May 1868 to 30th April 1869.	5,346 13 7	7,793 12 9	10,279 12 0	497 0 0	928 0 0	8,815 10 6	... ...	17,479 0 0	1,110 0 0	1,674 15 7	53,925 0 5	
From 1st May 1869 to 30th April 1870.	3,730 9 0	3,269 8 0	10,433 8 6	1,413 0 0	778 0 0	4,636 6 1	... ...	... ...	2,220 0 0	3,851 1 7	30,332 1 2	
From 1st May 1870 to 30th April 1871.	*3,996 9 0	*3,348 0 0	10,150 0 0	1,627 0 0	745 0 0	2,334 5 5	... ...	... ...	... ...	1,309 7 1	23,510 5 6	* Of these sums Rs. 125-5-0 were refunded.
Total...	15,613 1 7	20,968 4 9	45,818 9 6	4,341 8 0	3,927 0 0	22,789 0 2	175 11 2	17,479 0 0	3,330 0 0	7,042 1 9	1,41,484 4 11	

(Signed) J. A. MARJORIBANKS,
Deputy Collector.

CHITTOOR,
5th July 1872.

STATEMENT showing the Charges of the Vellore Municipality from 1st November 1866 to 30th April 1871.

Charges.	New works and improvements.	Repairs.	Conservancy.	Police.	Establishment.	For purposes other than those specified in Section 25.	Repairing Cantonment roads.	Refunds.	Lighting.	Subscription to Civil Dispensary at Vellore.	Other items.	Total.
1	2	3	4	5	6	7	8	9	10	11	12	13
	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.
From 1st November 1866 to 30th April 1867.	24 2 0	... ...	974 4 0	80 8 0	851 10 10	... ...	... ...	... ...	... ...	... ...	... ...	1,930 8 10
From 1st May 1867 to 30th April 1868.	2,576 12 0	527 6 7	5,124 3 8	12,367 13 8	5,483 12 1	... ...	... ...	... ...	... ...	... ...	... ...	26,080 0 0
From 1st May 1868 to 30th April 1869.	2,341 7 1	3,976 5 5	7,034 7 11	9,310 0 10	4,702 3 6	3,404 12 1	1,123 0 1	... ...	... ...	... ...	... ...	31,892 4 11
From 1st May 1869 to 30th April 1870.	5,223 12 11	3,174 10 1	5,770 15 3	6,048 3 4	2,897 15 2	2,531 9 2	1,157 12 2	2,041 8 4	857 12 10	450 0 0	1,787 2 11	31,941 6 2
From 1st May 1870 to 30th April 1871.	4,924 0 2	3,096 12 4	6,822 2 11	5,117 5 3	3,119 10 10	21,877 7 2	... ...	428 7 8	... ...	... ...	... ...	45,385 14 4
Total...	15,090 2 2	10,775 2 5	25,726 1 9	32,923 15 1	17,055 4 5	27,813 12 5	2,280 12 3	2,470 0 0	857 12 10	450 0 0	1,787 2 11	1,37,230 2 3

(Signed) J. A. MARJORIBANKS,
Deputy Collector.

CHITTOOR,
5th July 1872.

B.

STATEMENT showing the various Works executed and the Money expended thereon in the Municipality of Vellore from the year 1866-67 down to the present time.

Description of Works.	In 1866-67.			In 1867-68.			In 1868-69.			In 1869-70.			In 1870-71.			In 1871-72.			Total.		
New Works.	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Latrines	...	...	...	258	0	0	449	10	1	867	12	3	408	1	10	1,096	10	6	3,080	2	8
Dust Bins	...	...	...	...	...	...	...	...	...	172	0	0	358	13	9	215	11	6	746	9	3
Drains	...	...	...	...	...	...	...	...	...	3,762	6	8	3,044	8	4	768	1	0	7,575	0	0
Bridges	...	...	...	...	...	...	...	...	...	...	...	...	1,045	9	2	301	3	10	1,346	13	0
Street Boards	...	...	...	...	...	...	...	...	...	...	...	...	46	5	7	...	...	...	288	2	7
Urinals	...	...	...	...	...	...	241	13	0	...	...	...	8	7	6	17	13	0	26	4	6
Suriyagunta Aqueduct	...	...	...	...	...	...	...	...	...	...	...	...	115	13	2	664	11	8	780	8	10
Toll-sheds	...	...	...	...	...	...	...	...	...	...	...	...	12	2	0	142	4	0	954	6	0
Cart-stand	...	...	...	400	0	0	400	0	0	...	...	...	251	0	0	147	3	10	627	11	10
Silt Trap	...	...	...	229	8	0	...	...	...	...	...	...	...	...	...	...	...	...	500	0	0
Market	...	...	...	500	0	0	...	...	...	...	...	...	...	...	...	...	...	...	21,212	9	10
Scavengers' Carts	...	...	...	200	0	0	265	0	0	2,570	9	2	18,177	0	8	...	...	...	989	4	0
Office Premises	...	...	...	989	4	0	...	...	...	...	...	...	...	...	...	...	...	...	1,250	0	0
Strengthening the embankment of Adavananthul Nullah	...	...	...	...	...	...	1,250	0	0	...	...	...	...	...	...	...	...	...	87	11	4
Converting a Conservancy Cart into a Night-soil Cart	...	...	...	...	...	...	...	...	...	87	11	4	...	...	...	...	...	...	35	11	8
Rubbish Depôt	...	...	...	...	...	...	...	...	..	35	11	8	...	...	...	...	...	...	40	3	0
Culverts	...	...	...	...	...	...	...	...	...	40	3	0	...	...	...	...	...	...	436	6	3
Detail Lines	...	...	...	...	...	...	...	...	...	258	0	0	...	...	...	178	6	3	147	5	6
Wells	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	147	5	6	449	3	0
Slaughter-house	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	449	3	0	1,511	8	0
Firewood-stand	...	...	...	...	...	...	...	...	...	...	...	...	11	8	0	1,500	0	0	12	6	8
Channels	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	12	6	8	344	12	7
Repairs.																					
Roads	...	...	...	401	5	10	4,971	1	6	3,671	4	4	4,055	14	6	2,048	7	2	15,148	1	4
Scavengers' Carts	...	...	...	100	0	0	...	...	...	36	0	6	137	1	6	17	0	0	290	2	0
Cart-stand, &c.	...	...	...	9	9	6	46	9	3	...	...	...	15	9	3	...	...	...	71	12	0
Toll-sheds	...	...	...	...	...	...	16	7	3	...	...	...	...	...	...	25	0	0	41	7	3
Buildings	...	...	...	...	...	...	...	...	...	128	4	0	...	...	...	...	...	...	128	4	0
Office Premises	...	...	...	...	...	...	...	...	...	...	...	...	625	1	5	159	10	0	291	15	1
Wells	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	28	11	4	244	1	6
Bunds of Channels	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	50	4	3	...	...	...
Drains	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	8	8	0
New Market	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	18	0	0
Police Station-house	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	37	2	6
Total	...	...	...	3,104	2	7	7,752	5	10	12,126	12	4	27,926	8	10	8,675	15	7	59,585	13	2

(Signed) W. S. WHITESIDE,
President, Municipal Commission.

Proceedings of the Madras Government, Financial Department, 19th October 1872.

C.

LIST referred to in Paragraph 2 of my letter, 1st April 1871 to 20th May 1872.

—	Date of payment.	Neither estimate nor payment sanctioned by the Commissioners.	Estimate exceeded and no sanction obtained for the excess.	Payment sanctioned but no regular estimate prepared and sanctioned previous to the work taken in hand.	Estimate sanctioned but payment not sanctioned.	Establishment increased without sanction of the Commissioners.	Work sanctioned but neither estimate nor payment passed.	Total.	Remarks.
	1	2	3	4	5	6	7	8	
	1871	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	
Police Huts	10th May.	... ...	... ...	... ...	228 0 0	... ...	... ...	... ...	
Do.	25th ,,	... ...	... ...	... ...	492 0 0	... ...	... ...	... ...	
Do.	19th June.	... ...	... ...	.. ..	445 0 0	... ...	... ...	... ...	
Do.	29th ,,	... ...	... ...	... ...	445 0 0	... ...	... ...	... ...	
Do.	1st August.	... ...	... ...	... ...	705 14 0	... ...	... ...	... ...	
Do.	7th October.	... ...	... ...	... ...	400 0 0	... ...	... ...	... ...	
Latrines	19th April.	... ...	... ...	... ...	611 12 0	... ...	... ...	... ...	
Old Munsif's Court Street ...	.....	... ...	... ...	... ...	... ...	... ...	... ...	... ...	
Do.	11th May.	58 12 6	... ...	... ...	... ...	... ...	... ...	... ...	
Butchers' Street	27th July.	8 15 0	... ...	... ...	... ...	... ...	... ...	... ...	
Do.	25th May.	80 11 0	... ...	... ...	... ...	... ...	... ...	... ...	
Lascar Street	27th July.	16 4 0	... ...	... ...	... ...	... ...	... ...	... ...	
At the Regimental Hospital ...	28th June.	90 0 2	... ...	... ...	... ...	... ...	... ...	... ...	
Do. Arcot Toll Gates ...	,, ,,	61 10 0	... ...	... ...	... ...	... ...	... ...	... ...	
Basabattam Coolam Street ...	25th July.	88 0 0	... ...	... ...	... ...	... ...	... ...	... ...	
At the Cart-stand on the Arnee Road	,, ,,	97 0 0	... ...	... ...	... ...	... ...	... ...	... ...	
Do. do. do. ...	28th April.	65 0 0	... ...	... ...	.. ..	... ...	... ...	... ...	
At the Watay Waday Mundy Line.	12th August.	19 4 0	... ...	... ...	... ...	... ...	... ...	... ...	
Detailed Lines	22nd ,,	... ...	... ...	228 14 10	... ...	... ...	... ...	... ...	
Behind Captain Johnson's house ...	29th ,,	147 5 6	... ...	... ...	... ...	... ...	... ...	... ...	
Do. do. ...	27th April.	97 2 9	... ...	... ...	... ...	... ...	... ...	... ...	
Thottapolliam	21st Sept.	41 2 0	... ...	... ...	... ...	... ...	... ...	... ...	
	2nd December.	... ...	... ...	77 3 3	... ...	... ...	... ...	... ...	
	1872								
Thurmaraja Coil Street	15th March.	... ...	... ...	... ...	... ...	... ...	7 7 5	... ...	
Masonry Drains.									
	1871								
At the new Jutka-stand ...	7th July.	... ...	163 0 6	... ...	... ...	... ...	... ...	... ...	Estimate passed for Rupees 133-13-0 on the 18th April 1871.
,, end of new Mundies ...	25th ,,	71 12 0	... ...	... ...	... ...	... ...	... ...	... ...	
Chunnamkara Street	4th April.	155 14 6	... ...	... ...	... ...	... ...	... ...	... ...	
At Watay Waday Mundy Line ...	6th December.	... ...	... ...	... ...	100 0 0	... ...	... ...	... ...	Advance.
Do. do. ...	25th Jan. 1872.	... ...	... ...	... ...	50 0 0	... ...	... ...	... ...	Do.
Stones for covering drains ...	.....	... ...	... ...	... ...	... ...	... ...	... ...	... ...	
Cost of labour for covering drains...	.....	... ...	... ...	... ...	... ...	... ...	... ...	... ...	
Tunnels	.....	... .	... ...	... ...	... ...	... ...	... ...	... ...	
Two at Mundy Bazaar Street ...	13th June 1871.	20 14 3	... ...	... ...	... ...	... ...	... ...	... ...	
Thettoo Street	2nd Nov.	15 8 0	... ...	... ...	... ...	... ...	... ...	... ...	
Sydapet	,, ,,	33 12 0	... ...	... ...	... ...	... ...	... ...	... ...	
Valiakara Street	,, ,,	11 15 3	... ...	... ...	... ...	... ...	... ...	... ...	
Cannar Street	,, ,,	10 13 6	... ...	... ...	... ...	... ...	... ...	... ...	
Sooryacara Street	,, ,,	16 2 9	... ...	... ...	... ...	... ...	... ...	... ...	
Sooryagunta Aqueduct... ...	25th May.	... ...	... ...	... ...	127 14 0	... ...	... ...	... ...	
	1st Sept.	... ...	.. ..	... ...	270 6 0	... ...	... ...	... ...	
	20th Dec.	... ...	... ...	... ...	200 0 0	... ...	... ...	... ...	
	20th May.	... ...	... ...	... ...	23 12 6	... ...	... ...	... ...	
Wells	.....	... ...	... ...	... ...	120 3 8	... ...	... ...	... ...	Paid at different intervals for work done departmentally.
Sydapet Sambada Street ...	12th June.	68 0 6	... ...	... ...	... ...	... ...	... ...	... ...	
Hog Town	28th ,,	15 8 0	... ...	... ...	... ...	... ...	... ...	... ...	
Old Munsif's Court Street ...	12th August.	... ...	38 0 0	... ...	... ...	... ...	... ...	... ...	Estimate sanctioned for Rupees 29.
Well at Sydapet Nullah. ...	18th Oct.	60 11 0	... ...	... ...	... ...	... ...	... ...	... ...	
Lubbay Street, &c.	11th Jan. 1872	37 14 0	... ...	... ...	... ...	... ...	... ...	... ...	
Bandy-stand.									
On the Arnee Road	22nd August.	... ...	... ...	68 9 1	... ...	... ...	... ...	... ...	
Well, Bangalore Road Cart Street...	4th November	... ...	... ...	... ...	... ...	... ...	100 0 0	... ...	Advance.
Do. do. do. ...	19th Jan. 1872	... ...	... ...	339 3 0	... ...	... ...	... ...	... ...	
Municipal Detached Bungalow.									
Repairing and improving ...	28th Sep. 1871	... ...	164 0 0	... ...	... .	... ...	... ...	... ...	Estimate passed for Rupees 164.
Do.	10th Nov.	... ...	40 0 0	... ...	... ...	... ...	... ...	... ...	
Mats, Tatties, &c.	28th Sept.	... ...	16 12 0	... ...	... ...	... ...	... ...	... ...	
Do. do.	20th Nov.	... ...	2 4 0	... ...	... ...	... ...	... ...	... ...	
Making a road...	12th August.	... ...	4 14 0	... ...	... ...	... ...	... ...	... ...	

—	Date of payment.	Neither estimate nor payment sanctioned by the Commissioners.	Estimate exceeded and no sanction obtained for the excess.	Payment sanctioned but no regular estimate prepared and sanctioned previous to the work taken in hand.	Estimate sanctioned but payment not sanctioned.	Establishment increased without sanction of the Commissioners.	Work sanctioned but neither estimate nor payment passed.	Total.	Remarks.
	1	2	3	4	5	6	7	8	
Office Premises.	1871.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	
Repairs	29th August.	41 0 0	... ...	... .	... ...	... ...	... ...	... ...	
Urinal	27th Nov.	... ...	... ...	... ...	... ...	... ...	19 2 4	... ...	
Toll gates and Houses.									
On the Arnee Road	28th Sept.	... ...	... ...	... ...	21 0 0	... ...	... ...	... ...	
Do.	28th October.	... ...	142 4 0	... ...	... ...	... ...	... ...	... ...	Estimate passed for Rupees 132.
Erecting a Jutka-stand	6th May	62 12 0	... ...	... ...	... ...	... ...	... ...	... ...	
Urinal at Beripet	2nd Nov.	16 0 0	... .	... ...	... ...	... ...	... ...	... ...	
Deepening the Suriyagunta ...	12th June	... ...	... ...	... ...	... ...	... ...	80 13 9	... ...	
Supply Channel	19th ,,	... ...	... ...	... ...	... ...	... ...	14 14 0	... .	
Do.	28th ,,	... ...	... ...	... ...	... ...	... ...	1 12 0	... ...	
Dust Bins, cost of stones ...	14th April.	17 4 0	... ...	... ...	... ...	... ...	... ...	... ...	
Do.	6th May.	1 12 0	... ...	... ...	... ...	... .	... .	... ...	
Do.	11th ,,	5 0 0	... ...	... ...	... ...	... ...	... ...	... ...	
Do.	26th ,,	21 4 0	... ...	... ...	... ...	... ...	... ...	... ...	
Do.	12th June.	12 0 0	... ...	... ...	... ...	... ...	... ...	... ...	
Dust Bin stones	19th ,,	5 1 0	... ...	... ...	... ...	... ...	... ...	... ...	
Do.	28th ,,	16 12 0	... ...	... ...	... ...	... ...	... ...	... ...	
Do.	12th July.	16 0 0	... ...	... ...	... ...	... ...	... ...	... ...	
Do.	12th August.	47 2 0	... ...	... ...	... ...	... ...	... ...	... ...	
Do.	29th ,,	22 8 0	... ...	... ...	... ...	... ...	... ...	... ...	
Cost of erecting dust bins ...	,, ,,	51 0 6	... ...	... ...	... ...	... ...	... ...	.. ..	Paid at different intervals.
Rough stone revetments to channels and nullahs...	,, ,,	268 14 1	... ...	... ...	... ...	... ...	... ...	... ...	
Repairing roads	,, ,,	1,608 11 3	... ...	... ...	... ...	... ...	... ...	... ...	
Carting earth to latrines ...	,, ,,	39 9 6	... ...	... ...	... ...	... ...	... ...	... ...	
Cleansing of drains	,, ,,	704 13 5	... ...	... ...	... ...	... ...	... ...	... ...	
Knocking down ruined houses ...	,, ,,	100 4 9	... ...	... ...	... ...	... ...	... ...	... ...	
Cutting prickly-pear	,, ,,	18 6 0	... ...	... ...	... ...	... ...	... ...	... ...	
Levelling Rubbish Depôt ...	,, ,,	56 11 9	... ...	... ...	... ...	... ...	... ...	... ...	
Numbering houses in the town ...	,, ,,	... ...	... ...	... ...	... ...	... ...	200 15 0	... ...	
Planting avenues	,, ,,	... .	... ...	... ...	... ...	... ...	46 13 0	... ...	
Sweepers	,, ,,	... ...	... ...	... ...	... ...	105 0 0	... ...	... ...	The staff of sweepers was raised from 20 to 22. The first extra sweepers were entertained in June 1871 and the second in September 1872.
Toties...	.....	... ...	... ...	... ...	... ...	92 9 2	... ...	... .	The staff of toties was raised from 17 to 23. The first extra toties were entertained in September 1871, the second in October 1871, and the rest (fourteen) in March 1872.
Total...	.....	4,522 14 5	571 2 6	713 14 2	4,240 14 2	197 9 2	471 13 6	10,718 3 11	
				407 12 1				10,212 1 10	

NOTE.—The antique figures under Columns 4 and 8 were given in the original statement, but evidently they are incorrect.

(True Copy.)

20*th May* 1872.

(Signed) J. A. MARJORIBANKS.

Deputy Collector, appointed to audit the accounts of the Vellore Municipality for the year 1871-72.

No. 187. From W. S. WHITESIDE, Esq., President of the Municipal Commission, Vellore, to the Chief Secretary to Government, Fort St. George, dated Chittoor, 21st September 1872, No. 50.

I have the honour to report to you, for the information of Government, that the two suits filed by Mr. A. G. Frericks against the Vellore Municipality came on for hearing in the Chittoor Civil Court on the 16th and 17th instant.

2. In the first suit Mr. Frericks claimed damages to the amount of Rupees 4,000 on account of losses he had sustained, owing to the Vellore Municipality not having given to him for execution certain works according to an agreement entered into by the Municipal Commission with him. No witnesses were examined in this suit which was dismissed with costs on a point of law, viz., that though the Municipal Commissioners might have entered on their proceedings a promise, as alleged by plaintiff, to give him for execution all works above Rupees 20 in value, such promise or agreement was not signed and sealed as required by law, and therefore could not be regarded as a valid contract binding on the Commissioners, but merely as a preliminary step to the execution of such a contract, and as such a legal contract, though often asked for by plaintiff, was never eventually executed, the plaintiff had no valid cause of action, and he, therefore, was ordered by the Court to defray the costs of the Municipality in that suit.

3. The plaintiff will, I believe, appeal to the High Court, but it is extremely unlikely that the decree of the Civil Court will be reversed. As a matter of fact, however, it is true that the Municipal Commissioners did carry, at one of their meetings, a proposition that all contracts for municipal works above Rupees 20 in value should be given to Mr. Frericks for execution, and this promise was not kept, although Mr. Frericks protested frequently, and claimed the execution of various works given by the Vice-President to other Contractors.

4. In the other suit Mr. Frericks claimed the sum of Rupees 2,500 from the Municipal Commissioners, being the contract amount due to him by the Municipality for the erection of a slaughter-house, which work he had undertaken on contract.

5. Evidence, oral and documentary, was adduced in this suit by the plaintiff to prove that the plan of the slaughter-house given to him to work from was faulty in the first instance, and did not agree with the specification. The main beam of the roof had been forgotten, common jungle-wood was to be used for the rafters, &c., instead of teak, &c. The plaintiff brought these defects to the notice of the Commissioners, and amendments were then made, and a larger sum allowed for the building, the contract time for the execution of which was extended more than once. The work went on for some time satisfactorily, and the Municipal Overseer, after inspecting the building, gave a certificate of the excellence of the workmanship, on which a part of the contract amount was disbursed to him.

6. The slaughter-house was very nearly completed when the Vice-President, Major Searle, one day came to the building, accompanied by some of the Commissioners, and, without having in any way examined it, informed the plaintiff that the foundations of the slaughter-house were defective, and that he, therefore, would not be paid for it according to the contract, but on measurement according to municipal

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rates. This would have been a loss to the plaintiff of at least half of the contract amount, and he replied that if that was so he would stop the work. Mr. Cruickshank, the Acting Sub-Collector, was present then, and he at once informed Mr. Frericks that the Vice-President had merely stated what he himself proposed to do, and had not enunciated the decision of the body of Commissioners. Mr. Frericks subsequently wrote to the Vice-President demanding to be allowed to finish the slaughter-house according to his contract; but a majority of the Commissioners, at a meeting then convened, decided to pay Mr. Frericks for the slaughter-house at municipal rates only. This suit was consequently brought.

7. The plaintiff, through his Counsel, informed the Court that these complications and legal proceedings were mainly caused by the animosity which Major Searle, the Vice-President, had conceived against him, and the manner in which he had all along endeavoured to injure him and deprive him of the municipal contracts. The Civil Judge, Mr. Plumer, declined to hear evidence on this point, as he considered that it was wholly beside the question really at issue, viz., whether the Municipal Commissioners, as a body, had or had not broken the terms of a certain contract entered into by them, and that whether Major Searle was individually well or ill affected towards the plaintiff had no real bearing on the case. He, therefore, disallowed several questions that the plaintiff's Counsel proposed to put to different witnesses.

8. The hearing of the case had proceeded for some time when the plaintiff's attorney inquired whether he might be allowed, under Section 155 of the new Evidence Act, to discredit a witness, and Mr. Plumer replied that he might, on which Mr. Gordon called on Captain Mayne, then under examination, to state whether he considered Major Searle to be worthy of credit. Mr. Plumer inquired of the vakeel who was conducting the defence whether Major Searle was a witness in the case, and the vakeel then committed the grievous blunder of saying that Major Searle had not been summoned as a witness in the suit, but that he meant to call him as a witness for the defence. The question was put, and Captain Mayne replied that he did not consider Major Searle worthy of credit; and he then, on being called to give reasons for that opinion, stated a number of instances in which Major Searle, as Vice-President of the Vellore Municipality, had been guilty of making use of untruthful language, and of dishonest acts. Mr. Beckett, another Municipal Commissioner, and Venkatarayer, lately the Head Clerk of the Vellore Municipality, were also examined on the same point, and to the same effect.

9. The reasons assigned for these witnesses holding this opinion of Major Searle were as follow:—

(1.) That, at a certain meeting of the Municipal Commissioners, the Vice-President proposed to erect a latrine beside the public road leading into the town of Vellore from the Railway Station. This proposition was objected to, and finally, after discussion, negatived on the ground that a latrine in that spot, and so close to a public thoroughfare, would be a public nuisance. After the meeting was over Majore Searle wrote an order to the Head Clerk Venkatarayer desiring him to omit from the fair copy of the Municipal Proceedings that he was then preparing all that portion relating to his (Major Searle's) proposition for the erection of the latrine, and his order was accordingly obeyed.

(2.) That, when Major Searle some months later again brought forward the some proposition for consideration, one of the members then present asked him whether a similar proposition had not once been already negatived, and Major Searle replied that there was no such proposition, and when he was asked to produce for inspection the rough copy of the proceedings of the meeting held on the 7th July 1871 (being the proceedings from which he had ordered the portion about the latrine to be expunged), he replied that the rough copies of the proceedings were not kept, whereas in deed and truth he then had the rough draft of those and other proceedings in his possession in his own house.

(3.) That Major Searle entered in the proceedings of the 21st July 1871 one thing, when another had been passed by the Commissioners.

(4.) That he gave a valuable piece of municipal land in Mundy Street to his own landlord, Devasegamaney Mudali, without the knowledge of the Commissioners, in contravention of the spirit of the Act and the recorded proceedings of the Commissioners.

(5.) That, after the proceedings of the 21st August 1871 had been fair copied into the book, Major Searle, with his own hand, altered the proceedings, and inserted certain words materially affecting the matter at issue, and which alteration does not appear either in the rough copy written at the meeting by Major Searle, or in the proceedings as published in the District Gazette.

(6.) That, after the order in his own handwriting desiring the Head Writer Venkatarayer to expunge from the proceedings the proposition about the latrine had been shown to and read by him, Major Searle wrote and despatched an official letter to the President of the Municipality, replying to complaints preferred against him by Captain Mayne and Mr. Beckett, wherein he positively denied that he had given any such order.

(7.) That, in the month of February 1871, the Vice-President wrote two official letters to the President and circulated them amongst the Commissioners "for information," and that he then, when forwarding them to the President, wrote a covering letter saying that they had been circulated amongst and *approved of by the Commissioners*, whereas the Commissioners had never signified their approval of those letters.

(8.) That he subsequently issued an order to cancel that covering letter, and, as it had been already entered in the Letter Book, Major Searle erased it from the Letter Book himself.

(9.) That, when certain members of the Municipal Commission complained that expenditure had been made by the Vice-President in excess of the budget allotment, Major Searle ordered a statement to be prepared showing his expenditure of the several budget grants, and when he found he had really exceeded the sanctioned amount in one item (latrines) he, with his own hand, altered the statement in such manner as to represent that he had not exceeded the budget allotment in that item, and copy of which statement so amended he then laid before the Municipal Commissioners in proof of his denial that he had exceeded the sanctioned expenditure on any item.

9. Documents in proof of these allegations were extracted from the municipal records which the Court had ordered to be filed before the trial, and were inspected by the Judge.

10. I had been cited as a witness for the plaintiff, and informed that I was required to produce documents relating to the complaints of irregularity against Major Searle put forward by two of the Commissioners and his reply thereto. I had the documents with me, and was put into the witness-box. I was not, however, questioned about them, but, to my very great surprise and regret, was required to answer the same question that had been previously put to the other witnesses as to Major Searle's being worthy of credit.

11. I was thus placed in a most painful position. Of Major Searle, personally, I had little or no knowledge. I have only been brought into contact with him officially, but those official matters are the instances set forth above, wherein his veracity in deed and word has been impugned, and in which, I am honestly bound to confess, I had formed an opinion adverse to Major Searle; for, with every desire to judge the case impartially, I would not resist the conviction that, in divers instances, Major Searle had behaved and spoken in, what was to say the least a very disingenuous manner. I, therefore, replied that, in certain official matters, I had had reason to question Major Searle's accuracy; but the plaintiff's Counsel declined to take that answer, and insisted on my replying in the very words of the Act whether, so far as my knowledge of Major Searle went, I considered him to be worthy of credit. The Judge desired me to answer the question as put by the plaintiff's Counsel, and, with very deep pain, I was then compelled to answer that I did not consider Major Searle worthy of credit. I expected that I would, of course, be questioned in cross-examination by the vakeels for the defence, and afforded some opportunity for explaining my statement, but this was not given and I was ordered to quit the witness-box.

12. The Court was then informed by the vakeel, who had been outside and spoken to Major Searle, that he did not mean now to put that officer into the box as a witness. The evidence for the plaintiff was then summed up, and the Court adjourned for tiffin, and, when it re-opened, the vakeel begged to be allowed to withdraw his refusal and to examine Major Searle, and he was called accordingly. He however, could not, according to the Evidence Act, contradict the statements of the witnesses for the plaintiff, and the vakeel did not ask him to explain in any way the various points wherein his official acts and speeches had been brought to the Court's notice, and, beyond replying to the question whether he was a Major in the Madras Staff Corps, Major Searle was not examined at all.

13. The Court has reserved judgment, which will be pronounced on Tuesday next the 24th instant. I shall obtain and forward copy of the judgment for the information of Government; but the whole case is so important that I do not delay this report any longer.

14. Major Searle has written to me since the trial resigning his appointment of Vice-President, and desiring me to arrange for his being relieved of the duties without delay. I have, therefore, requested Mr. Kelsall, the Acting Sub-Collector, to take charge of the office pending final orders from Government.

15. The Vellore Municipality, as I have shown the Government in my former communications on the subject, is in an extremely disorganized state. Irregularities of all kinds have been committed, party strife, and quarrels have prevailed to a lamentable extent, so much so, that laterly the Vice-President and the Sub-

Collector, who is an ex-officio member of the Board, and therefore bound to attend, were often the only members who came to the weekly municipal meetings, and it was only by special entreaty that the attendance of a third member could be procured so as to make up a quorum.

16. I have been making careful inquiries but have as yet failed to find any Military Officer who will consent to undertake the post of Vice-President in succession to Major Searle. I have spoken to several, and they have all declined to accept the disagreeable and unpaid duty; and, considering the unpleasant state of affairs that at present exists in the Municipality, I am really not at all surprised. I, therefore, am of opinion that, for some time to come, it will be the best plan to entrust the duties of Vice-President to the Sub-Collector for the time being, and I beg to recommend my suggestion for the adoption of Government.

17. Some of the Native Commissioners have never attended the municipal meetings at all, while others have discontinued attendance for a long time back. I propose to submit shortly, for the consideration of Government, a revised list of the Commissioners whom I think may be retained, and appointed with advantage, for, until matters are set on a totally new footing, I do not look for any improvement in the working of the Municipality.

No. 188. From the Adjutant-General, to the Secretary to Government, Military Department, Fort St. George, dated Ootacamund, 11th October 1872, No. 299.

I have the honour to forward, for submission to Government, correspondence, as per margin, relative to an imputation cast on the character of Major Searle, Madras Staff Corps, by the following gentlemen, members of the Municipality at Vellore:—

Letter No. 1, dated 21st September 1872, from Major Searle, Madras Staff Corps.
Letter No. 303, dated 24th September 1872, from Office Commanding, Vellore.
Memorandum, dated 28th September 1872, from Officer Commanding Centre District.

W. Whiteside, Esq., Collector at Arcot.
Captain R. Mayne, Invalid Establishment.
Mr. Beckett, Pensioned Apothecary.

2. Major Searle is desirous of having the opportunity of refuting the aspersions thrown upon him, and His Excellency the Commander-in-Chief is of opinion that this should be afforded him in such manner as Government may see fit.

From Major A. T. SEARLE, Madras Staff Corps, doing General Duty, Vellore, to the Adjutant-General, Fort St. George, dated Vellore, 21st September 1872, No. 1.

I have the honour to submit the following statement for the information of His Excellency the Commander-in-Chief.

I have been Vice-President of the Municipal Commission of Vellore since March 1871. The appointment is an honorary one, entailing much heavy work without any remuneration whatever, and I have exerted myself to the utmost of my ability to do my duty therein. During the last twelve months I have met with the most determined opposition from two of the Municipal Commissioners, Captain Robert Mayne, of the Invalid Establishment, and Mr. Beckett, a Pensioned Apothe-

cary, who have strenuously endeavoured to bring discredit on every official act of mine, and they have been to a great extent supported by Mr. Whiteside, Collector of the District and Acting President of the Commission.

2. On the 17th instant, when examined as witnesses in favour of a Contractor in a suit he brought against the Municipality in the Civil Court of Chittoor, Mr. Whiteside, Captain Mayne, and Mr. Beckett, in answer to the question "From what you know of Major Searle do you consider him worthy of credit?" answered "No."

Captain Mayne and Mr. Beckett gave instances in which, in their opinion, I had acted in a disingenuous manner, and made statements not consistent with the strict truth.

3. I was prepared then, and am now prepared to reply to and explain this malicious charge, and for that purpose tendered myself as a witness, but the Civil Judge ruled, under a certain section of the Evidence Act, that he could not go further into this question of my veracity or integrity, as it would be irrelevant to the issue then being tried.

4. I cannot, of course, rest under this imputation; and, as I am most desirous of meeting this charge brought against me, I have the honour to forward this statement for the information of His Excellency in order that steps may be taken which will give me an opportunity of removing this serious imputation on my character and reputation.

From the Officer Commanding Vellore, to the Brigade Major, Centre District, Fort St. George, dated Vellore, 24th September 1872, No. 303.

Has the honour to forward, for submission to the Brigadier-General Commanding Centre District, a letter from Major A. T. Searle, Madras Staff Corps, doing general duty at Vellore, to the address of the Adjutant-General, Fort St. George, soliciting that steps may be taken to enable him to clear himself of a serious imputation on his character made by the individuals, as per margin, in the Civil Court at Chittoor.

W. Whiteside, Esq. Collector of North Arcot.
Captain R. Mayne, Invalids.
Mr. Beckett, Pensioned Apothecary.

P. S.—Major Searle having had an interview with the Brigadier-General with regard to the subject of his letter, I do not consider it necessary to enter into it.

From the Brigadier-General Commanding Centre District, to the Adjutant-General, Fort St. George, dated Madras 28th September 1872, No. 1113.

Major Searle came from Vellore on the 19th instant to consult me on the manner he had been treated by members of the Municipality at that station. He explained his case in nearly the same words as appear in his letter, No. 1, of the 21st instant. As he could not rest under the imputation cast upon him so openly, I agreed with him of the necessity of reporting the matter accordingly.

Transferred to the Financial Department for disposal.

(Signed) A. C. SILVER, Colonel,
Offg. Secy. to Govt., Mily. Dept.

OOTACAMUND,
11*th October* 1872.

No. 189. ORDER THEREON, 19th October 1872, No. 1422.

In the first and second of the letters above recorded, Mr. Whiteside, the President of the Vellore Municipal Commission, has brought prominently to the notice of the Government the defective administration of the affairs of the Vellore Municipality during the period that Major Searle has been Vice-President, and on that Officer principally Mr. Whiteside affixes the responsibility of this mal-administration.

M.

2. The principal defects brought to notice are :—

(1.) The large expenditure incurred by the Vice-President on works for which no estimates had been prepared and sanctioned by the Municipal Board.

(2.) The inefficient manner in which the municipal works have been executed.

(3.) The unnecessary litigation in which the Municipality has been involved.

(4.) The irregular manner in which the assessment and collection of the municipal taxes have been conducted.

(5.) The violent dissensions that have prevailed in the Commission, which, it is alleged, owe their origin to the overbearing manner and irregular conduct of the late Vice-President.

3. Mr. Whiteside, as President of the Municipality, unhesitatingly asserts that in consequence of these defects the municipal administration of Vellore is most unpopular with the rate-payers, and that it is absolutely necessary that Major Searle should cease to occupy the responsible post of Vice-President.

4. The representations made by Mr. Whiteside regarding the condition of municipal affairs are so serious that the Right Honourable the Governor in Council would, under any circumstances, have deemed it advisable to direct a searching inquiry by an Officer of experience unconnected with the Municipality, and before whom Major Searle would have had the opportunity of defending his acts as Vice-President which are so gravely questioned by Mr. Whiteside, but which have received, it is observed, the continued support of the majority of the Commissioners. But this course has been rendered absolutely necessary by the incidents which have marked the trial of a recent suit brought in the Civil Court of Chittoor by Mr. Frericks against the Vellore Municipality. These incidents are given in detail in the letter addressed to Government on the 21st September last by the President of the Municipal Commission.

5. The Governor in Council has learnt with the greatest concern that two of the Municipal Commissioners who were examined as witnesses, viz., Captain Mayne and Mr. Beckett, deposed on oath that they did not consider Major Searle worthy of credit, and that Mr. Whiteside, the President of the Municipal Commission, on being also questioned as a witness whether Major Searle was worthy of credit, first replied "that in certain official matters he had had reason to question Major Searle's accuracy," and on being further pressed by Counsel, Mr. Whiteside deliberately affirmed that "he did not consider Major Searle worthy of credit." The Right Honourable the Governor in Council observes that Captain Mayne and Mr. Beckett supported in Court their answer in which they discredited Major Searle as a witness, by repeating certain charges against Major Searle which they had already preferred against that Officer in writing to the President, and in regard to which charges Major Searle had furnished the President with a detailed explanation.

6. Mr. Whiteside states that no opportunity was afforded to him for explaining the grounds upon which he made his statement impugning Major Searle's credibility as a witness.

Proceedings of the Madras Government, Financial Department,
19th October 1872.

7. From the letter addressed by the Adjutant-General to the Secretary to Government in the Military Department above recorded, the Right Honourable the Governor in Council observes that Major Searle has requested that an opportunity may be afforded to him of meeting the serious imputation on his character contained in the evidence of the witnesses above described.

8. Under these circumstances, the Right Honourable the Governor in Council resolves to direct that Mr. Thornhill, [illegible] of the Board of Revenue, will proceed as soon as possible to Vellore and [illegible] searching inquiry into the administration of the Vellore Municipality, [illegible] the period that Major Searle was Vice-President. Mr. Whiteside, Captain [illegible], and Mr. Beckett will be called upon to substantiate, in the first instance, the [illegible]tements made by them before the Chittoor Court, in respect of Major Searle's [illegible]redibility, and they will also be called upon to furnish evidence in support of the accusations and reflections on Major Searle which are contained in the correspondence before the Government, the whole of which will be communicated to Mr. Thornhill.

9. The fullest opportunity will be afforded by Mr. Thornhill to Major Searle for referring to this correspondence, and to the records of the Municipality of which Major Searle has resigned the Vice-Presidency.

10. The Governor in Council thinks it very desirable that, in the conduct of an investigation so seriously affecting the character of an Officer of Her Majesty's Army, Mr. Thornhill should have the assistance of a Military Officer of experience, and resolves to request His Excellency the Commander-in-Chief to nominate an Officer to be associated with Mr. Thornhill in the duty assigned to him.

(True Extract.)

R. S. ELLIS,
Chief Secretary.

To G. Thornhill, Esq.
To the Military Department.
,, President of the Municipal Commission, Vellore.
To Major A. T. Searle.

Exd. J. Wright.

Original

Govt. of India 1872

FINANCIAL.

To G. THORNHILL, Esq., &c., &c.,

Dated October, 19th.

Recd.

Read G. O. 19th October 1872, No. 1422, &c.

OCTOBER.
Nos. 185—189.

Ordering an inquiry into certain circumstances brought to notice by the President of the Municipality as to the defective administration of the affairs of that Municipality by Major Searle, the Vice-President.

Class. 25.

INDIAN TELEGRAPH.

Local No. 33-

To (station) Madras.

From (station) Vellore 21

No.	No. of words.	Date and hour tendered for transmission. D.	H.	M.	Official Instructions.—
9	21	5	10	55	

To (Person) Under Secretary

From (Person) Thornhill

1 To Government	2	3
4	5	6
7 Please	8 Send	9 two
10 Copies	11 Government proceedings	12
13 including	14 correspondence date	15
16 last 19th	17 October	18 1872
19 Number	20 1422 -	21
22	23	24
25	26	27
28	29	30
31	32	33
34	35	36

Received From

At 11 H. 9 M., on the 5-11-72

By

Dated Madras 5th Nov 1872

(P. 1)—Govt. Tel. Press,—19-3-72.

Transmitted To

At H. M., on the

By Signaller.

Telegraph Master.

No 287 Municipal Commissioners Office

Vellore 29th June 1872.

22

From.

Major A. J. Searle
Vice President Municipal Commission
Vellore

To.

W. S. Whiteside Esqr
President Municipal Commission
Vellore.

Sir.

In accordance with Section 34 of the Towns Improvement Act 1871, I have the honor, at the desire of the Commissioners, to forward herewith Statement shewing the Receipts and Disbursements on Account of the Municipality, during the eleven months ending 31st March 1872, duly audited by Mr. J. A. Maryonibanks (who made his report direct to you on the 29th Ultimo) together with the Statement called for in G.O dated 4th March 1872 No 627 Financial Department.

2

2. With reference to the remarks of your Treasury Deputy (who audited the accounts) contained in para 11 of his Report, wherein he states that he had been informed that many items of expenditure had been made without the sanction of the Municipal Boards and enclosing you a "List of all such objectionable payments," and implying thereby the Commission of an irregularity on my part, I beg to observe that I do not think it was within the province of the Auditor to make such remarks, or that they were warranted by the Circumstances of the case.

Vice President's explanation to certain remarks of the Auditor

3. The Municipal accounts of the year in question (1871-72) have been conducted precisely in the same way as they were the two previous Official years 1869-70 &

and 1870-71, and in the manner approved of Mr. O'Brien, an auditor of considerable experience, who audited the accounts of these two years, and stated in his Report dated 4th July 1870— "I am glad to find the "accounts are now kept in the manner I "recommended last year; this leaves nothing "to be desired, and I have now much pleasure "in testifying to the care and accuracy with "which the Books are kept," and in 1871, after certifying to the correctness of the accounts kept, adds— "In conclusion I have much "pleasure in bearing witness to the care and "accuracy with which the books and accounts "of your Municipality are kept."

4. I have the honor to submit herewith a List of the expenditure out of the Municipal Fund during the Official year

1870-71 previous to the time I was appointed Vice President of the Municipal Commissioners of Vellore from which you all observe that the Vice President in the absence of the President (necessarily so I consider) was empowered to a certain latitude in ordering works of minor and emergent importance and making payments thereon without obtaining the previous sanction of the Municipal Board. This custom I continued to pursue and I believe it has prevailed in this Municipality since its Establishment in November 1866, with the knowledge and approval of the President and the rest of the Commissioners.

5. Although it was not the custom when I took over the Office of the Vice President, to lay a statement of these expenditures before the Commissioners, every item spent has been

shewn in the Municipal Account Books which were always open to the inspection of the Commissioners, not one of whom has ever raised an objection to the mode of procedure, till Captain Wayne did so in the month of December 1871.

6. During my tenure of Office the total amount of payment out of the Municipal Fund has been within the amount estimated and sanctioned by the Commissioners in the Budget for 1871-72 for the works (under the head of "repairs" "new works," "improvements") as shewn in the statement I herewith enclose.

7. As the auditor reports he was informed that many of these payments had been made by me without the sanction of the Municipal Board, I think in fairness to myself

he might have asked me for an explanation of the same before he ventured to stigmatize them as "objectionable."

Meetings of the Municipal Commissioners.

8. During the year under review there were 33 general and 7 special meetings of the Municipal Commissioners held, at which the average attendance was 7.

Receipts and Disbursements

9. The amount collected during the year inclusive of balance brought forward from last account, is Rs 36,952-10-5 and the amount expended during the year is Rupees 26589-10-0 which leaves a balance of Rupees 10363--5 in favor of the Municipality at the close of the year.

The Soorisagum Aqueduct.

10. The Soosia Soontah Aqueduct referred to in my last Report, has been completed, with the exception only of that portion of the channel (2 yards in length) which connects it with the Tank, and the Commissioners are only waiting to complete this, when the water in the tank has fallen sufficiently low to enable them to construct the mouth of the channel.

Slaughter House

11. The contract for the construction of a Slaughter House was disposed of to Mr. A. J. Frericks, for Rupees 2941, and under which, part of the building has been constructed; but as the Contractor did not finish the remainder within the specified time, and even that portion which was built was found to be not in accordance with the plan and specification agreed upon, the works are at a stand still, and the matter is now pending final decision in the

12. Two thousand and four hundred feet of V shaped drains with stone slabs fixed in mortar at the bottom, have been constructed at a Cost of Rs 768-1-0. The above plan now adopted has been found to be very superior to the old form of drain, and it has been resolved by the Commissioners to Construct these V shaped drains, on the same principle with stone slabs over the greater part of the Town as soon as the Survey plan is completed in September next. Masonry drains.

13. Under this head, Rs 1244 have been expended in the Construction of 13 pucka built Latrines - 5 new and 8 in lieu of temporary ones already in existence, on the Dry earth system, and one at a cost of Rs 7-9-5 under the trench system. One Corrugated iron Urinal Circular urinal has been erected as an experimental measure in the compound of the Municipal office and others have been sanctioned for putting up in various parts of the Town, at the recommendation of the Sanitary Commissioner of Madras. Latrines

Dust Bins 14. The number of Dust Bins in the Town has been increased during the last year by 60 which have been constructed of stone slabs with brick and chunam and several of the old bins have likewise been replaced by others of this description.

Wells 15. Four public Wells have been put into thorough repair, at a cost of Rs 244-1-6 and many old wells that were useless and only sources of danger have been filled up & others

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others

others protected by the erection of parapet Walls.

Toll gate

16. As there was only a temporary shed at the Toll gate on the Arnee Road (which is the principle feeder of this Town) a permanent Toll house and Iron gate costing Rs 142-4-- have been constructed there in place of the old one

Jutka stand

17. The Bandy stands on the Bangalore and Arnee Roads being situated at an in-convenient distance for the halting of Jutka bandies generally employed in Carrying passengers to & fro to the Railway Station, and as these Jut-kas were in the habit of crowding together at the entrance to the Town causing serious ob-struction and much inconvenience, a Jutka bandy stand was constructed at a cost of Rs 63-12-- at the North end of the Police Huts and the former

former evil thereby remedied.

Krishnappa chetty street Drain

18. A plan for the drainage of Krishnappa Chetty Street and other adjacent streets (through which on account of its lowness a considerable portion of the drains of the Town empty themselves - thereby rendering the place very insalubrious) has been decided on and the works is now under construction having been let on Contract for Rs 1050. When this work is Completed the improvement to that part of the Town will be considerable -

Police Lines

19 The Police Lines which the Commissioners were constructing for Govern-ment have been completed during the last year, and the sum of Rupees 3453-5-- entered under "Advances recoverable" consists of the sum of Rs 3353-5-- expended under the head, and Rs 100 advanced for the work of

etalling the Coord stand on the Bangalore
oad now in progress

20. When constructing the Police Lines, the contractor having asked for leave to sink a well at the Huts, to get water for the building, and it having been thought that a well would be very much needed there, permission was granted to him on the condition that if it were built pucka the Municipal Commissioners would bear half of the cost. The well was accordingly sunk (the Commissioners paying their share Viz Rs 24) and is much resorted to.

Well at the Police Lines

21. The earth and stones contained in the triangular piece of ground situated at the entrance to the Fort have been removed, and used in reclaiming a portion of the Kellah and revetting its banks, at the Corner of

Revetting the banks of the Killah at the Junction of Cattpady & Arcot Roads.

Cattpady Road where it joins the Arcot Road, which is the lowest part of the Town, and always in a very dirty state and quite an eyesore. As a Contract has been given to construct a latrine on the reclaimed embankment, the work when completed will be a great improvement as the want of latrine in that spot of the Town has been long felt.

Repair of Roads

22 A sum of Rs 1491-5-0 was spent in repairing 14590 Square Yards of Roads, and in forming a new Road leading from the Fort to Main Bazar street, and in front and rear of the Police Huts, to a length of 401 yards with an average width of 5 yards and trees were planted all along these new Roads and along the Road that passes to the North of the old Cemetery.

23 The repair of Cantonment Roads was let to Mr. A. G. Frericks on Contract at the same rate as that received by the Commissioners from Government (Viz Rs110 per annum) and the Contractor carried out his Contract for only 8 months. The sum of Rs55 has been paid for 6 months during the year, and of Rs185 due for the remaining two months in which the repairs were carried on, Rs 91-2-0 were paid in May 1872 and Rs 93-14-0 paid into the Small Causes Court at Vellore in Compliance with an injunction received from the said Court. As the Roads were not touched by the Contractor for the remaining period of the year and some of them have been much cut up by the late inundation, the Commissioners have resolved to remetal the Road this year,

Repair of Cantonment Roads

with the balance of last years grant to-gether with the grant for the current year

Repair of the municipal de-tached Bungalow

24. The Bungalow occupied (part of the building purchased for the municipal office) by the late manager, was put into a state of thorough repair at a cost of Rupees 227-14-0 and is leased out on a rent of Rs 10 per mensem.

Education

25. Under this head, Rs 1208-4-0 have been spent - Rs 855-4-0 as grant-in-aid under the Results system to 19 Pial Schools already in existence, and Rs 353 (the amount paid by the Local Fund Board Vellore Inspecting Circle) as contribution for the Educational Agency. According to a letter recently received from the Vice President of the Local Fund Board Chittoor Circle Rs 290-1-6 only appears to be the sum actually due for last year for inspection. With reference to the re-

- mark

- mark made by Government in para 2 of their Order No 680 dated 28th May 1872 Financial Department, the matter of increasing the amount of the Results grants is now under the Consideration of the Municipal Commissioners.

26. Is the Civil Dispensary here was not handed over to the Commissioners until 4th May 1872, the sum of Rs 750 fixed by Government in their order of the 12th December 1871 No 771 Financial Department, as Contribution to be charged against the Municipality has been paid to the Dispensary Managing Committee

Civil Dispensary

27 During the year under review, 334 persons have been vaccinated, of which 309 Cases were successful. The Commissioners have under consideration the

Vaccination

adoption of the system at present pursued in one or two of other Municipalities, Viz the payment of a small remuneration to all who voluntarily came forward and have their children vaccinated.

Registration of Births & Deaths

28 The figures in the margin shew the number of Deaths that took place during the year under report from which it would be observed that there were 681 deaths out of a population of 38,166 (according to the Census of 1871) or 17.58 per 1000. The number of Births during the year was 584.

Cholera	84
Small pox	16
Fever	272
other cases	309
	681

Ruinous houses

29 During the year 480 huts in a dilapidated and ruinous condition, have been pulled down and prickly pears grown over

Prickly pears

a space of 150 Square yards have been cut and buried.

Lighting

30 The lighting of town Lamps (156)

was

was as usual let on Contract and at the rate of Rs 36-8-0 per 100 Lamps per month. Want of lights having been still complained of by the Towns people 50 additional Lamps were sanctioned and put up during the current year. As the lighting of the Town with ordinary Lamps oil under the Contract System was found not to answer satisfactorily and Complaints were very frequently received of bad lighting, and the imposition of continual fines, had very little effect on the Contractor, it was thought advisable to substitute the whole of oil-lights in the Town with Kerosene oil and keep up the lighting departmentally, as was done in the Cantonment and this has accordingly been carried on since the 1st April 1872 and the change given universal satisfaction.

31. In taking the Census of the Census

Municipality Rs 117-14-0 have been spent during the year 1871-72 and Rs 59-8-0 in 1870-71 making in all Rs 177-6-0. Half of this sum (less the cost of printed forms supplied) has to be reimbursed by Government. As the actual cost of the printed forms is not yet known, this amount is not entered under "Advances recoverable".

Numbering Houses.

32. As the houses in the Town have been reaped last year, the door numbers (wherever found to be necessary) have been renewed at a cost of Rs 173-13-6.

Survey of the Town

33. The Contract for taking the Survey of the Town was taken by Mr. A. G. Ferreck on the 12th May 1871 for Rs 1000, to be completed in four months, but as he failed to carry out his contract, a fresh contract was given to Sub Conductor A. Nelson for the same amount to

to be completed in Six Months from 3 April 1872 on the conditions that two plans should be furnished on a scale of 200 feet and 400 ft to an inch respectively and a skeleton map shewing the levels of all the principal drains &c in the Town, that Bridges and Culverts should have permanent Bench-marks, & that the Town should be traversed by Theodolite and the rest of the Survey done by Compass and Chain. The want of a good Survey plan of this Town has long been felt by the Commissioners and there is every prospect of the work being completed shortly to their entire satisfaction.

34. The sum of Rs 25 expended under this head is the charge incurred in Connection with the prosecution of a Suit in the Small Causes Court here against Mr A. G. Frericks for the recovery of Rs 200 as liquidated damages for not carrying out a Contract entered into by him, for the Construction of a drain at Wolay Waday Irundy Line and a decree was given on the 15th March 1872 in the above suit in for of the Municipality. Law charges

Establishment 35. In the office Establishment, the post of Manager who was drawing 70 Rupees per mensem with a free house (which is now rented for 10 Rs a month) has been abolished and the Salary of the Head Clerk raised from Rs 35 to 50 per mensem, whereby a saving of Rs 780 per annum is effected. The out-door establishment has been reorganized without incurring any extra expense, at the beginning of the Current year, taking effect from the 1st June 1872, under which arrange-

-ment, the posts of Market Serjeant 3 Maistries and Bailiff have been done away with, and the strength of the Conservancy Establishment increased by the addition of 2 more Sanitary Inspectors (making in all 3 Inspectors) and 6 peons and another peon allowed for the Market. As the lighting is now carried on by the Municipal agency, a separate Superintendent on 15 Rs a month has been entertained for that purpose.

36. Tolls

Tolls have been farmed out for Rs 11200 for the eleven months ending 31st March 1872, and the traffic during the year was so enormously great that the Contract for the current year, rose to Rs 16,900 or nearly Rs 5,000 more than the average receipts during any of the previous years.

37 Sweepings

Much difficulty having been felt in the disposal of Town sweepings, which though offered for nothing were scarcely appropriated by any one, the Commissioners when disposing of the Contract for the current year, for the supply of Carts and bullocks for removing rubbish from the streets, stipulated that the sweepings should be the property of the Contractor and that he would be required to remove them beyond the Municipal limits. By this arrangement, the Contract had fallen down from Rs 10-8-0 to Rs 10-4-0 per Cart per mensem.

Rents of Market Stalls

38. The rental of the Market was first taken on Contract by Mr Frericks at Rs 225 per mensem, on Condition that he should look after the Conservancy of the place by maintaining such establishment as might be necessary for the same. But a few days after he had taken over charge he gave it up. Since which the Market Stalls have been let-

out-

out; and the rents thus recovered during the last year, by the Municipal agency fetched the sum of Rs 2008-12-0. But the Commissioners deemed it would be more advantageous to let the Market out on Contract and accordingly disposed of the same, as an experimental measure, for the space of 6 months from 1st April 1872, at Rs 217-8-0 per diem. The average percentage gained hitherto for the Market by the Municipality has been 9.7 per cent; but it has been felt that the plan on which the Market was originally Constructed was not a good one. The Commissioners have therefore under Consideration a plan for effecting an alteration, which it is hoped will prove very advantageous when Completed and attract a greater number of renters.

Collections

39. The following is a statement shewing the balances of the Municipal Taxes as they stood at the close of the year and upto date.

Balances on the 1st April 1872 (excluding arrears from November 66) Vide Statement II	Rs 9127-7-8
Since Collected ----	Rs 3581-0-11
" Written off as irrecoverable	3820-15-0
	7401-15-11

Balance still remaining to be collected Rs 1725-7-9

Of the sum of Rs 1725-7-9 still outstanding, Rs 100-5-1 are on account of House Tax for 1871-72, Rs 121-10-8 on account of Trade Tax for the five months ending 30th September 1871, and Rs 1503-8-0 on account of Trade Tax for the half year ending 31st March 1872.

As a new assessment was made during the last year, which was commenced only in September

September 1871 (there having been much difficulty experienced in procuring the services of a proper agent for) after the completion of which, Bills Notices &c had to be prepared and served out, as the last official year only consisted of eleven months, and as the taxes of the previous years were collected during the last year, it was thought advisable not to prest the people with the several taxes simultaneously and hence the delay in bringing up the Collections within the year. The change in the Law as to the procedure to be observed in the collection of Trade and Profession Tax, also adds to the difficulty in realizing the taxes earlier, as a great deal of time of the Municipal Servants as well as that of the Magistrate is taken up in prosecuting summoning and inquiring into each case.

35 28

case. Whereas under the old act, on the authority of a warrant given in the first instance, the Tax was easily collected. This accounts for so large an amount of arrears remaining to be collected of the Trade Tax for the half year ending 31st March 1872. But the Commissioners hope that at the end of the current year, all arrears will be collected.

I have the honor &c

(Signed) A. F. Searle Major
Vice President

(True Copy)

W. Abbott
President Mun: Commission.
Ellore

In a letter from the President
Municipal Commission
Vellore to the Chief
Secretary to Govt.
dt 15th August 1872 No 39.

Receipts Report
Auditing Audit
Remarks

36 26

Chittoor 29th May 1872.

From.

A. A. Marjoribanks Esqr
Deputy Collector appointed to audit the
Accounts of the Vellore Municipality.
for the year 1871-72.

To.

W. S. Whiteside Esqr
President of the Municipal Commission
Vellore

Sir,

Having agreeably to your instructions dated 10th Instant proceeded to Vellore and audited the accounts of the Vellore Municipality for the 11 Months ending 31st March 1872, I now beg to submit my report with the following Returns prepared for that period in the forms prescribed by Government in their Order dated 28th October 1871 No 1646.

I Statement of Revenues and Receipts

II Statement of Expenditure with two enclosures Vizt. A Detail of allotment for expenditure on Public Works Estimated to cost Rs 100 or upwards.
B Detail of Municipal Establishment

III Abstract of Deposits account and

IV Demand Collections and Balances Statement

for current and arrears.

2. From these returns it will be seen that omitting Deposits the balance brought forward from the previous year was Rs 2870-1-8, the Collections during the 11 months ending 31st March 1872 Rs 34,082-8-9, the expenditure Rs 26589-10-0 and the balance at the close of the year Rs 10363-0-5.

3. The Deposit account shows a balance remaining on the 1st May 1871 of Rs 258-12-3. Deposits during the 11 months amounting to Rs 4879-0-4, repayments during the same period to the extent of Rs 2745-13-0 and a balance on the 31st March 1872 of Rs 2391-15-7.

4. Thus the cash balance inclusive of Deposits at the close of the year was Rs 12755. Of this sum Rs 10799-2-6 was in the Taluk Treasury and Rs 1955-13-6 in the Municipal Cash Chest.

5 The Demand Collection and Balance statement shews that out-of an assessed demand

for the current year of Rs 12095-13-9 on Houses and Trades, Rs 5230-0-5 remained uncollected at the end of the year and that out of an out-standing demand of Rs 13607-2-3 on account of arrears of previous years Rs 3897-7-3 had still to be realized.

6. I commenced my audit of the accounts by examining the receipts entered in the Cash Book with the Bill Collector's Registers of the Collection of House Tax for the previous and current years and of the Trade Tax for the previous years. In the current year the Trade Tax was paid directly by the parties concerned to whom certificates were granted for the sums so paid by them. I examined the counterparts of these Certificates with the Register kept for that purpose. I also examined the counterparts of the Licenses granted for Vehicles and animals with the License Books and found them all to correspond. The items of expenditure were next checked one by one with the vouchers countersigned by the Vice

I then again compared all the items both of receipts and expenditure with the entries in the Ledger, and satisfied myself by drawing up a balance sheet from the totals in the Ledger that the opening and closing balances were correct. A copy of this balance sheet is enclosed. *Enc No 1

7. The balance in the Taluq Treasury was certified by the Tahsildar, and the transactions of the Municipality with the Taluk Treasury and Town Sub Magistrate's Office, were compared with the accounts kept in those offices and were found to correspond with the exception of Rs 37-8-0 being the amount of a cheque drawn by the Vice President on the Taluk Treasury in the month of March 1872 last which was not cashed till after the close of that month.

8. In my examination I noticed that the Cash book was not closed each day. This I think should be done in future by totalling the

the daily transactions to be entered in an inner column, then deducting the charges from the receipts, and finally striking the balance. The Cash-book should moreover be signed every day by the officer responsible for its correct preparation and all deletions in it initialled by him.

9. I noticed also that the Vouchers for the charges bear no numbers and are not filed in the order of the entries made in the Cash book. It would greatly facilitate reference if the vouchers were numbered and filed in order & the numbers assigned them entered in the Cash Book.

10. I find that the Municipality have a permanent advance fund of 100 Rupees for incurring petty charges. These charges however are

are not adjusted monthly but once in Six months or so. I think they should be adjusted monthly and the fund may be reduced to one half.

11. Though the various items of expenditure are duly supported by Vouchers signed by the Vice President yet I was informed that many of them were made without the sanction of the Municipal Board. A list of all such objectionable payments made between 1st April 1871 and the 20th May 1872 having been prepared in the Municipal Office, I beg to enclose a copy of it for your information. If I might venture to make a suggestion on this matter, I think that an Account Particular of Receipts and Expenditure may be prepared monthly and laid before the Members of the Municipality at their meetings and

and thus any irregularity that might occur would soon come under notice and could be quickly rectified.

I have the honor &c

(Signed) J. A. Marjoribanks

Dy Collector

(True Copy)

C. A. Litchfield

President Municipal Commission.

Vellore

In a letter from the Provincial
Municipal Commissioner
Vellore to the Chief Secretary
to Govt. D/ 15 August 92
No 39-

H 1644/92

North Arcot 30
Master Circuit Office
Vellore Palamanair 17 June 1892
40

No 42

From
W. S. Whitesides Esq
President Mun. Com.
Vellore

To
Major A. J. Searle
Vice President Mun. Com.
Vellore

Sir,

I have the honor to acknowledge the receipt this day of your letter of the 14th instant No 247 forwarding an Extract from the Minutes of Proceedings of the Commissioners at a meeting held on the 13th inst.

I regret exceedingly to find that the Commissioners should consider it necessary to contest the Suits brought against them by Mr. J. Parrick. I have looked into the papers connected with these Suits, and consider that Mr. J. Parrick possesses very good causes of action on which to go into Court, and that there is but little room for doubt that the results of those Suits will be in his favour.

Mr J. Parricks is not dis-

posed to press his suits to a final
hearing in Court, and is prepared to
compromise the matter if reasonable
terms are offered to him by the Com-
missioners. Mr Hendricks has not
only told me this in person, but has
written to me to the same effect; and when
he thus assures me of his readiness
to come to an amicable settlement
of the dispute, I certainly am very strongly
of opinion that some compromise
should be entered into with Mr Hendricks,
for otherwise I much fear that a large
sum of the rate-payers money will be
uselessly thrown away in law expenses
instead of being usefully laid out
in the improvement of the Town of
Villane.

In the event however
of your and the majority of the other
Commissioners being still determined
to contest the suits brought by Mr
Hendricks, I request that you will be
so good as yourself at once to draw

up the answers to be filed in Court.
These answers I consider can be
better drawn up by the Commissioners
who are of course cognisant of all the
facts of the case, and know exactly
the points on which they propose to
raise their defence in Court.

When these answers are
forwarded to me, I shall then ap-
point a Solicitor to whom the conduct
of the defence on behalf of the
Commissioners will be entrusted.

I trust however that the
good sense of the Commissioners
will prevent their going into Court
to contest suits which, with all de-
ference to their judgment, I can-
not but regard as containing
valid causes of action. I shall
feel obliged by your determining this
latter for the perusal of the Com-
missioners at as early a date as
practicable.

I have &c
/Signed/ W. S. Whitcombe
President Local
Com
Villane

/True Copy/

W. S. Whitcombe

President Local Com. Villane.

In a letter from the President
Municipal Commissioners
Vellore to the Chief Secretary
to Govt. dt 15 August 1872
No 39.

In a letter

R 1644/72

Extract from the Minutes of Proceedings
of the Municipal Commissioners for
the Town of Vellore. Date 27th June 1872.

* * * *

Para II

Submitted draft Copy of
Administration Report for last year
1871-72 together with the Auditor's Re-
-port for the same year and ac-
-counts thereon Referred to.

With reference to the Report
on the Municipal Accounts made
by the Auditor Mr Grayonbanks
the Commissioners consider that
he has exceeded his duties as an Auditor
in interfering with matters beyond
his province with regard to the Remarks
contained in para 11 of his Report

The above was carried
by all the Commissioners present
with the exception of Mr Brickett and
Captain Drayne

Mr Brickett wishes it to be
recorded that he upholds the Auditor
and considers he was justified in what

he has done.

IV Read letter No 48 dated 21st. June 1872 from the President.

The Commissioners regret to observe from the above letter that the President has come to the conclusion that the Municipal Commissioners of Vellore have not sufficiently the interests of the Ratepayers at heart.

Carried Unanimously.

/True Extract/

A. J. Leslie Major
Asst President

/True Copy/

T. Chentsal

President Municipal Com"
Vellore

Duc

In a letter from the Ag President Municipal Commission Vellore to the Chief Secretary to Govt dt 15th August 1872 No 39.

Rec'd 16/8/72

North Arcot

No 43. Magistrate's Cr. Office
Camp Palamanair 22nd August 1872

From

W. S. Whiteside Esqre
A.S. President Municipal
Commission Vellore

To

The Honble R. S. Ellis C.B.
Chief Secretary to Government
Fort Saint George

Sir

I have now the honor to submit my Report on the working of the Municipality of Vellore called for by the Supreme Government as set forth in the Proceedings of the Madras Government No 627 dated 4th May 1872.

2 The Vellore Municipality came into existence in the Month of November 1866. Its Income and Expenditure during the seven years are set forth in the appended Statement A. The Government will perceive that the Income has risen from Rupees 4495 in 1866-67 to Rs 34,052-8-9 for the Current year. This is satisfactory and it is no doubt capable of still further improvement when Municipal Remunerative works such as

the Slaughter House, General Market, Cart Stands, Manure Depôts, &c are completed, and in a proper working order. The expenditure that has been made has certainly done much to improve the Town, but a very great deal still remains to be effected, and I do not expect to see very much done until after considerable alteration has been effected in the System under which the Municipality is now administered. In Statement B are set forth the various works so far as they are known in this Office that have been carried out by the Municipality, year by year.

3 I regret to be obliged to place on Record a most unfavorable opinion as to the manner in which the Municipal affairs are at present being conducted, which is almost unanimously admitted by the Commissioners themselves, and which I am aware is productive of much unpleasant comment amongst the

Tax-payers and general community.

4 In the first place I would note the absence amongst the Commissioners of that cordial friendly feeling which is so necessary if the Municipality is really to promote the best interests of the Community. A great deal too much of clique and party-feeling is prevalent. Some of the Commissioners are earnestly desirous to do all in their power for the good of the Town, and devote to Municipal work not a little of the time left at their disposal by onerous official duties; but, on the other hand, there are abstractions thrown in the way by others, and the weekly Municipal Meetings have too frequently been the scene of unseemly bickering and dispute. The Meetings commence at 4 P.M. and often go on till past 11, but frequently much of the business that might have been transacted

has not been got through owing to the de-
=sultory arguments, sarcastic speeches,
and general conversation that went
on. Occasionally, I am very sorry to say,
the limits of politeness were even over-
stepped by the language that has been
made use of, and I should be failing
in my duty in furnishing (as I am now
required to do) "a complete picture of
the working of the Municipality," if I
omitted honestly and plainly to declare
that I attribute very much of this un-
=satisfactory state of things to faulty
management on the part of the pre-
=sent Vice President.

5 Major Searle was nominated
to that office by the General Com-
=manding the Division in March
1871 Complaints have been made
to me by diverse Members of the
Commission of his disagreeable manner
and of the uncourteous way in which

they have been treated by Major Searle
at the Municipal Meetings, in pre-
=sence of the Native Members of the
Municipal Board, when their opinion
on the matter under discussion chanced
to run counter to his own, and to such
an extent has this feeling of dissatisfaction
advanced that I know several Mem-
bers of the Board who have now ceased
to attend the meetings.

6 Many of these disputes originated
in attempts on the part of some of the
Commissioners to draw attention to, and
to check, irregularities of the Vice Pre-
=sident in the management of the
duties of his office. There can be no
doubt that during the time Major
Searle has held the post of Vice President
he has failed to conform to several
of the Rules laid down for his guidance,
and of the existence of which he must
have been aware; and it is greatly
to be regretted that when they were

promiently brought to his notice, he did not readily agree to be more particular in future.

7 It may be asked why was not this state of things rectified long ago by the President, as soon as he came to know of it; but my predecessor Mr. J. D. Robinson was under the impression that, situated as it is in the Sub Division, it was hardly within his province to interfere directly in the management of the Village Municipality; and, therefore, when Captain Magne in the month of September 1871 wrote to him, bringing sharply to his notice various irregularities on the part of the Vice President, and begging him to visit the Municipality and make a searching enquiry into its affairs, Mr. Robinson declined to do so. Subsequently, on the 11th December/71, Mr. Cruickshank the Ag. Sub Collector wrote officially at great length on the same subject to Mr. Robinson, but with the same result.

8 I joined this District a day or two before the Cyclone and terrible flood at Vellore on the 2nd May last, and at once went to Vellore and remained there three weeks, during which time I gave much attention to the working of the Municipality. I was struck by the jarring inharmonious manner in which its affairs were being conducted, and I did my best to rectify matters. I found that the Municipality was not marked out, as it ought to have been, into separate Divisions superintended by Sub Committees composed of Native and European Commissioners. The Vice President had virtually the whole Municipality in his own hands, and seemed to do with it very much as he liked. He ordered works to be under-

taken

taken and carried out and paid for, without prior reference to the Commissioners, without Estimates having been prepared for submission to the Municipal Board, and without subsequently attaining orders for payment (vide Statement C appended). This System was termed "Departmental Execution", and it undoubtedly gave opportunity for much irregularity, while it was prone expensive to the Municipality. The rates for labour and materials rose high, and instances are not wanting in which works have been executed, or materials purchased, on contract, at an infinitely cheaper rate than when the same kind of work was done, or materials supplied, under the "Departmental System".

9 Two of the Municipal Commissioners, Captain R. Mayne and Mr. J. A. Beckett, have all along protested against these irregularities, and

have done their best to check or prevent them, but they are in a minority amongst the Commissioners, and have been aware in exercising not a little odium for the uncompromising and strenuous manner in which they brought forward at successive meetings this or that matter which they considered called for notice; and, as was perhaps natural under the circumstances, the dissensions thus raised often became acrimonious and unpleasant. Captain Mayne and Mr Beckett came at last to be regarded as Red hot Reformers, who allowed their zeal to out-face their discretion, and the Vice President could see nothing but personal hostility to himself in the zeal and anxiety for Municipal interests that was evinced by those Commissioners.

10 During my stay in Valletta

those

these two gentlemen addressed to me an official letter, copy of which I forwarded herewith, drawing my attention to divers irregular or improper acts on the part of the Vice President, which, they were of opinion, required careful consideration before I passed the Report I now do myself the honor to submit. After perusing this letter I examined the Municipal Records, and finding that there were grounds for taking further action, I forwarded it to Major Leake, and requested him to let me have his Reply in writing to the various points set forth in Captain Brazier and Mr Beckett's letter. This he has done, and a Copy of his Reply forms one of the Enclosures to this Report.

II The points raised in the 1st of these letters are briefly —

I That the Vice President at a Meeting of the Municipal Commissioners held on the 7th July 1871 proposed that a Latrine should be erected at a certain spot close by the Side of the road leading into Vellore from the Railway Station, but this proposition was not carried. This was duly entered at the time by Major Leake in the Rough draft of the Proceedings of the Meeting, but subsequently the Vice President ordered that that Resolution of the Commissioners, adverse to his proposition, should be omitted altogether from the fair Copy of the Proceedings that was then being prepared.

II That at a Meeting of the Commissioners held on the 2d February 1872, the Vice President when questioned on the subject of the said proposition denied all Knowledge of it, and also said when asked to produce the Rough draft of the

Proceedings of the former Meeting that they were not kept, whereas in point of fact he had the said Proceedings at the time.

III That at the Meeting held on the 21st July 1871, a Proposition was carried that all Municipal Masonry Contracts above Rs 20 should be given to Mr. Hawkes, and that he should be paid at Municipal Rates; but that the Vice President failed to enter that Proposition in the Minutes in the form in which it was carried.

IV That Major Searle irregularly inserted in the Proceedings of the Meeting held on the 7th December 1871 an incorrect statement of facts with reference to what had passed at a previous Meeting of the Municipal Commissioners.

V The Expenditure by the Vice President of large sums of Money out of Municipal Funds without the Sanction of the Commissioners

VI Irregular increase of the Municipal Establishment by the Vice President without prior Reference to the Commissioners.

VII That whereas the Municipal Commissioners at a Meeting held on the 20th March 1871 decided to recall from the Municipal Bill Collector all uncollected Bills then in his hands, the Vice President omitted to carry out that Resolution, and allowed the Contractor to retain a large sum of Municipal Money, and a large number of Bills in his hands for many Months, and until the matter was once more brought to the Notice of the Commissioners on the 1st December 1871.

VIII. IX & X The use by the Vice

President on various occasions to the Municipal Commissioners at Municipal Meetings of insulting language &c.

XI That whereas the Municipal Commissioners obtained an Contract given openly a quantity of finely dressed stone slabs at the rate of Rupees 8/0 per Square, the Vice President at the same time expended, without Reference to the Commissioners, a large sum of Municipal Money in the purchase of Rough stone Slabs which he paid at for the rate of Rupees 34 . 6 . " per Square.

Captain Magee also appends a post script setting forth how the Vice President, while Captain Magee was under Examination as a witness in the Villone Small Cause Court in a suit filed by the Municipality against Mr. J Pereira, grossly insulted him (Capt. Magee) by crying out suddenly, with

with Reference to a certain Reply of his to a question, "It is a lie", and for which offence he refused to apologise until required to do so by the Station Staff Officer.

12 Major Searle, in his Reply to the 1st point, admitted that the Municipal Resolution as set forth in the original draft Proceedings of the Meeting does not appear in the fair Copy subsequently entered in the Minute Book; but declares his inability to account for the omission. A Couple of days subsequent to the Receipt by me of this official letter from the Vice President, Major Searle wrote to me a private letter in which he said he now found that he had written an order to the Municipal Office Manager directing him to omit entering the Resolution in the fair Copy, he was then preparing; but he omits to explain

why he did so. Major Searle goes on to state that, though his original pro-position was rejected by the Com-missioners, it was determined in February last to carry it out, and that the work is a duitle now to be a great improvement to that part of the Town. On this point I would observe that Major Searle's original proposition was to erect the Latrine on the Road Side but he must be well aware that the Latrine since erected is built on a different site altogether, at some distance from the Road, from which it is separated by a bank and a wide Nullah.

As to the 2d point raised by Captain Mayne and Mr. Beckett, Major Searle explains that he stated that the Municipal Rough draft Proceedings were not kept "here" meaning thereby in the Municipal Office, but that he had them in his own house at the time.

The third point is emphatically denied by Major Searle. I referred on this point to another of the European Commissioners who was present at the Meeting, and he has informed me officially that he distinctly recollects that the pro-position, as carried, was that Mr. Fredricks should have the option of taking all Municipal Drawing Contracts above Rupees 20:

As to the 4th point, Major Searle contends that his explanation is correct.

As to the 5th point, Major Searle observes that in expending without sanction large sums of Municipal Money, he only continued the custom that has prevailed all along in the Municipality, and that in the Statement of Expenditure that he prepared on the 5th & 9th January last

last, none of the sums actually spent by him exceeded the amounts that had been sanctioned by the Commissioners, but in reality fall short of that amount in every instance. Here again Major Searle has fallen into error. In the Return to which he alludes, the Statement originally prepared shewed that the Budget allotment for Latrines had been considerably exceeded, while the allotments for Urinals had not been fully expended. Major Searle then himself altered the Statement so as to shew the expenditure on Latrines and Urinals both under one heading, and then the expenditure, so amalgamated, did no doubt fall slightly below the total sanctioned amount. I have seen the original Statement so altered in the Municipal Office.

As to the 6th point, Major Searle denies that he erred in entertaining an addition to the Municipal Establishment without the knowledge of the Commissioners, and here again he has made a mistake. No reference whatsoever requesting sanction for the employment of the additional establishment referred to was made to the President of the Municipality; but, after some interval of time, the irregularity was noticed, and then Major Searle laid the matter before the Municipal Commissioners, and they approved of what he had done.

As to the 7th point, Major Searle admits that after the Municipal Commissioners had decided (in consequence of his negligence to fulfil the terms of his contract) to take back from the Contractors all uncollected bills then in his hands, he (Major Searle) for some months, and without the

ferences or Report to the Municipal Commissioners, continued to issue Bills to the contractor, and allowed him to go on with the business that had been ordered to be taken from him.

As to the 8., 9 & 10th points, Major Searle furnishes explanation on the several discourteous speeches and actions imputed to him.

As to the 11th point, Major Searle does not deny his having purchased stone at the rate of Rupees 34-8-0 per Square at a time when the Municipality was buying dressed stone Slabs at Rupees 10 a Square on open Contract and mentions that even higher rates for similar materials, required for other Municipal Works have been paid; and he enquires why Captain Mayne waited so long before bringing forward these complaints against him, but, as I have stated above, the late President

President was last year referred to by Captain Mayne on these very points, and requested to institute an enquiry, and, that reference proving fruitless, Captain Mayne waited until Mr. Robinson quitted the District, and at once laid the matter before me, and again called for enquiry. I regret with Major Searle that Captain Mayne appended to his official letter a statement of the result offered to him in the Small Cause Court by Major Searle, as it was a matter in regard to which he had already received an apology.

13 These communications, received by me as President, will shew Government very clearly the unfortunate state of things that has existed for some length

of time in Vallone amongst the Commissioners themselves, but matters are not much better when we come to look into the conduct of Municipal affairs in other respects.

14 The Municipality, under the present Vice President, has embroiled itself in Successive Law Suits with one of its Contractors, Mr. A. G. Ferricks. Mr. Ferricks had contracted to build the new Municipal Slaughter House on a plan which, after it was placed in his hands, was admitted to be defective in several important particulars. The Vice President then took exception to the mode in which the Contract was being carried out, and refused to pay Mr. Ferricks for the work done according to the terms of the Contract, and eventually Mr. Ferricks has filed a Suit against the Municipality which will be heard in September, claiming damages for

breach of contract. He has also filed another Suit to recover damages for the Municipality's failure to give him certain Contracts as agreed.

15 He assured me soon after I took charge of the District that he had no desire whatever to press the Suits into Court, and was very willing to compromise them; but, though I wrote to the Commissioners, and so strongly urged the acceptance of the very favourable terms on which I was informed Mr. Ferricks was willing to withdraw his Suits in the Civil Court, the Commissioners paid no attention to my Recommendation. Since then, a 3d Suit, the particulars of which I have not as yet heard, has been filed in the Vallone Small Cause Court by Mr. Ferricks against the Municipality.

16 Shortly after the 2 Suits in the

Civil Courts had been filed, Major Searle wrote to me to say that, in consequence of the opposition he met with from Captain Wayne and Mr. Beckett, he did not wish to retain any longer the office of Vice President, but would continue to occupy his seat at the Municipal Board. I am decided of opinion that it is independent that Major Searle should continue on the Vellore Municipal Commission, but in view of the fact that the Civil Suits against the Municipality (to the filing of which he, as Vice President, had unfortunately had a great deal to say) were ripe to come on for hearing, and that Major Searle is better acquainted than any one else with all the facts of these cases, and is best able to assist the Municipality in the defence it now has to make, I wrote to Major Searle, and pointed out the inadvisability of

his throwing up the appointment at so inopportune a moment, and suggested that I should retain his resignation of the Vice Presidentship until the suits are finally disposed of, and to this he has agreed.

17 I have noticed that several of the Municipal Contracts have been very unsatisfactorily carried out. The Police Lines, built at a cost of Rupees 4,900, and only completed last year, are already in a dilapidated condition, and so also the General Market, which cost nearly Rupees 21,000. It is admitted now that the plan of the Market itself is faulty and the mode in which it was built is such that, although it was only finished in May last year, it is now in need of Repairs in various respects. By a most unlucky blunder

too

too, the owner of some old shops on the opposite side of the road to the Municipal Market has been allowed by the Vice President to rebuild them, and open an opposition Market and draw off almost the whole of the trade from the Municipal Market, which now stands nearly empty. The New Slaughter House I have already mentioned. The place upon which it is being constructed is of a description that our Engineer Officers have pronounced to be radically wrong. It appears to me that the first, and indeed only, thought with the Village Municipal Contractors has been how to squeeze the largest amount possible of profit out of their Contracts, and that to defective Supervision we must ascribe much of the subsequent failure of the works erected.

18

I found on joining the

District that the assessment of the Municipal Taxes on Trades and House property had been left entirely, and without check, in the hands of the "Bailiff", a Native Municipal Servant receiving a Salary of only Rupees 25 a Month, who of course assessed every rate payer as lowly as possible. The assessment I have now arranged shall be made by Commissioners themselves by regular house to house visitation, the Municipality having been marked out for the purpose into Divisions of suitable extent. The Bailiff in like manner was relied on for information as to the arrears of Municipal Taxes, "Recoverable and Irrecoverable", and here again there can be little doubt the Municipal Treasury suffered considerably.

19

Under a different Vice President, who will continue last and

firmness with humanity of manner, and who will conform strictly to the Rules laid down for his guidance, I have every expectation of seeing the Village Municipality prosper, and the community rejoice in the efforts made for its improvement; but, at present, the Municipality is unquestionably most unpopular, and I am not surprised at it: for the Municipal Servants have been slow to copy their Superiors' neglect of Rules; and, as an instance in point, I may mention that I have just had before me a case in which the Municipal Overseer, a Native Christian, took it upon himself quite lately, without reference to the Vice President or to any of the Commissioners of that Division of the Town, to cause a pandal, erected by the Wardens of a certain Pagoda within their premises, to be summarily

taken up by Municipal Servants: and the same man, on his own authority issued sanction for the erection of a Chunkay in the Cantonment, in a most objectionable spot for the halting place of travellers.

I am now on the look out for a proper person to take the place of this Overseer, whose services I am about to dispense with.—

I have the honor to be
Sir
Your most obedt Servt
C. Whitehill
Ag. President Mun.
Com.rs Village

North Arcot
Trustee's Office
Palamaner
22 August 1872

To
The Honble R. S. Ellis C.B.
Chief Secretary to Govt
Fort Saint George

Financial Despatches

From The Crown Lands
Municipal Com.
North Riding

To The Chief Secretary
to Government

Dated 22 August 1872
Despatched 2 September 1872.
Received 5 — " —

No. 43

Encls: 4 5.

No 1694

Submitting his report
on the working of the Vellore
Municipality called
for by Supreme Govt.
as set forth in Ly. G.
No. 623 dy 4 May 1872.

W Sturrock

No 1 From Major A.J. Searle 48
Vice President 10

To

W. S. Whiteside Esqre.
President Municipal
Commissioners Vellore

Sir,

With Reference to the letter No 1
dated 16th May 1872, addressed to you
by two of the Municipal Commissioners
Captain Robert Magne of the Invalid
Establishment, and Dr. Beckett a retired
Eurasian apothecary residing at
Vellore requesting you to make such
enquiry as you may think fit regarding
certain irregularities alleged by them to
have been committed by me since I
became Vice President and submitted
to me by you for explanation, I would here by to point
out to you and at the same time
enter my protest, against the irregularity
committed by the two above named Com-
missioners in not forwarding the
communication to you through the
proper channel; and herewith enclose
for your information an Extract from
the Municipal Proceedings, No 6 dated
19th June 1867, of a case that occurred, when

a vote of censure was passed by the Municipal Board on certain Members for the commission of a similar irregularity.

In Reply to the document submitted to you by Captain R. Magee and Mr Beckett now under acknowledgment by me, I have the honour to inform you, that,

I On now comparing the Rough with the fair copy of the Proceedings of the Meeting of the Commissioners held on the 1st July 1871, I observe that the proposition referred to was omitted in the latter Copy of the Proceedings.

As a whole year has nearly elapsed since the occurrence, I am quite unable to account for the omission. On asking the Manager of the office for an explanation he assures me that he has no recollection of having ordered by me to leave out the proposition and that he cannot in any way account for its omission.

I think that it would have been the proper course for the two

Commissioners Captain Magee and Mr Beckett to have pursued on their observing that the proposition referred to by them had been omitted from the fair copy of the Proceedings, to bring the fact to the notice of the Commissioners at their next meeting, when the matter would doubtless have been satisfactorily accounted for, and the omission rectified, instead of allowing it to pass, and making a complaint to you on the subject after the lapse of so long a period.

I may here observe that the work appears to have been subsequently considered considered by the Commissioners to be one of public utility, for on the Sanitary Inspector Dr. Cornish visiting the town some time afterwards, he strongly recommended that the work should be done, and on its being again proposed by me at a Meeting held on the 2d

February 1872, it was Resolved to carry it out, and the work is now nearly completed, and acknowledged by every one to be a great improvement to that part of the Town.

II I hold the course as above suggested by me have been pursued by the two Commissioners Captain Drayne and Mr Beckett, no occasion would have afterwards occurred for one of the Commissioners present asking the Vice President (on the 2d February 1872 seven months afterwards) whether there was not a proposition made some time previous regarding the erection of a Latrine on that piece of land, and for his (as alleged by the same two Commissioners) denying all knowledge of any such proposition". This alleged denial on my part, I deny ever having made as also my having stated (as also alleged) that "the draft Proceedings were not kept" "when the Commissioners requested that the draft Proceedings should be produced" what I did state was that "the draft Proceedings were not kept here" meaning in the Municipal Office as after the Copyist had fairly entered the Minutes of the Proceedings into the book kept for that purpose the draft Proceedings were sent to my house.

III I deny the truth of the statement made by Captain Drayne and Mr. Beckett that at the Meeting held on the 21st July 1871 it was proposed and carried "that Mr. Frerick the Contractor should have all Municipal Masonry work costing Rs 20 and upwards." I particularly observe that Captain Drayne and Mr Beckett have failed to state by whom such a proposition was made. I distinctly recollect that the subject of Mr. Frerick having all Masonry works costing 20 Rupees and upwards was mentioned and discussed at that

meeting, but I beg emphatically to state that no such proposition was ever made, and that the statement contained in the latter part of Para III is incorrect.

Captain Mayne made a similar statement on oath before the Ag. Judge of the Small Cause Court here on the 14th March last, which I then denied, and prove I was incorrect by referring before the Court the original draft Copy of the Minutes of the Proceedings of the Meeting held on the day mentioned (21st July 1871) and shewing what was actually proposed and recorded at the time.

I would here again observe that had I "entered the working (Wording?) of this proposition not in accordance with the proposition actually carried at the Meeting" why did not Captain Mayne

Mayne and Mr Beckett bring up the matter at the next Meeting of the Commissioners and then point out my alleged irregularity? Therefore making the complaint to you after this length of time shews plainly the animus that exists in their minds against me

IV Regarding the charge of untruth brought against me by Captain Mayne and Mr Beckett in stating to Mr Cruickshank that "the Proceedings are always made out on sheets of French Foolscap paper, and not on slips of paper". I still adhere to my statement and would request any one to examine the Rough Proceedings and Judge for himself whether they are on slips of paper or sheets of French Foolscap paper, and likewise compare them with the draft Proc[s] of the Meetings of the Commissioners

under

under all the previous Vice Presidents.

On looking at the Draft Proceedings of the Meeting held on the 25 August 1871 Referred to by Captain Mayne, I observe that they are made out on half sheets of Foolscap paper with the exception of the 1st sheet. (I presume therefore that the Proceedings were commenced before the Manager had placed writing paper on the table, and that the Proceedings were being recorded to same time) But this trifle exception will not mar the rule - the Draft proceedings are complete and I consider that this fact regarding a Statement made by me to Mr. Brickbank Gentleman Commissioner having been brought up to your notice by Captain Mayne and Mr. Beckett at this period, will likewise plainly shew the amount entertained by these two Commissioners

V Regarding the charge preferred by Captain Mayne and Mr. Beckett against me for "spending large sums out of the Municipal Funds without the sanction of the Commissioners", I would inform you that it has been the custom in this Municipality I believe since its Establishment, as you are doubtless well aware, and the Municipal Records will shew, (the supervision &c. of the several Municipal Divisions not being under any particular nominate) Commissioners) for the Vice President to superintend and order the numerous necessary small works of the Municipal Divisions without obtaining the previous sanction of the Commissioners, such as Repairs of Roads and buildings, drains &c and other small work

of general utility and of emergency and pay for the same fortnightly the bills and vouchers always being kept in the Municipal office and the accounts entered in the Municipal account books which are always open for inspection & remark of any of the Commissioners who chose to call for them. This practice continued to carry out, was that it has been interfered with by the President or any of the Commissioners until recently by Captain Mayne.

On the 5th & 9th of January 1872, I submitted a Statement before the Commissioners (with the "Statement of the expenditure from the Municipal Fund" called for by Captain Mayne) in which was shewn clearly that none of the sums that had actually been spent by me exceeded but on the contrary that in every case they fell

far below the amounts that had been estimated and passed by the Commissioners in the Budget for 1871-72 (for the works under the head of "Repairs" "New works" and "Improvements")

VI. In reply to Captain Mayne and Mr. Burbett's charge against me for "entertaining certain servants on the Municipal Establishment without the premises sanction of the Commissioners," I would observe that according to the Act III of 1871, no such sanction is requisite, the appointments being all made by the President (section 28). The statement recently made by Captain Mayne at a meeting in the presence of the Commissioners, that the Vice President had entertained his private servants in the Municipality is incorrect, and likewise displays the animus entertained by Captain Mayne

Mayne

VIII A Contract for the collection of taxes for one year from the 1st May 1870 till 1st May 1871 was given over to one Narrainasami and Security to the amount of Rs 4000 taken from him at a Meeting of the Commissioners held on the 20th March 1871 (the first Meeting that was held after I was appointed Vice President) it was Resolved that "the Contractor shall be allowed three Months Extension till the 30th June 1871, after which date all uncollected bills shall be taken from him and his contract cancelled." At this time, when the Contractor was called upon to give up the bills and settle up, he represented that although the Contract had been given to him for one year from 1st May 1870, no bills were given to him from the Municipal Office to collect till the Months of

August 1870, he therefore requested that he might be allowed a further period to enable him to collect and recall such bills as had been made over to him upto that date (30th June) as he had already served them with Notices on the several parties owing. This was accordingly granted, with the Knowledge & Sanction of the Commissioners. No fresh bills were made over to the Contractor after the 30th June 1871 and the Security taken from him for the Rupees 4,000, was retained till he gave up all the bills and his contract was cancelled. The Money collected by the Contractor was given into the Municipal Office from time to time, as the Records will shew and was retained by him as erroneously stated by Captain Mayne and Mr Beckett.

VIII

A day or two previous to the 22d September 1871 the Contractor Mr. Merricks addressed a very impertinent letter to me, "threatening to report me to the President" which I returned to him. This letter it would appear he took to Captain Drayne and Mr. Beckett, for at the Meeting of the Commissioners held a day or two afterwards on the 22d September when I remonstrated with him regarding his letter and his insolent conduct in the presence of all the Commissioners, telling him that I would not tolerate such impertinence, Captain Drayne and Mr. Beckett said, "Oh I don't see that Mr. Merricks has been impertinent, I don't call that impertinence at all". The Sheldon and the Ranger Officer who were the only other Commissioners present at the Meeting (with the exception of Gonsalves

[55]

Madeira who is since dead) were so indignant at what had taken place that they both rose in their seats and said to Mr. Merricks, "How dare you behave in such an impertinent manner to the Vice President, No native ever would dare behave in such a manner to another Native as you have done" on which I addressed myself to them both and said "I am glad to see you two Gentlemen know what conduct is due to a Gentleman" and not "I am glad to see you two as Gentlemen know how a Gentleman should be treated" as mis-stated by Captain Drayne and Mr. Beckett.

I can feel no doubt but that Captain Drayne and Mr. Beckett felt that my Remarks reflected on the very extraordinary part they had both just taken in

in what I considered a very dis-
courteous manner, that the
rough Minutes of the Proceedings
of each Meeting be Recorded
in a head book, and not in Slips
of paper". On which I told him that
his assertion was incorrect as they
were written in sheets of French
Foolscap paper - I also Repeated
the same to Mr. Cruickshank at
the next Meeting held on the 5th
December; vide the Proceedings
in which is fully Recorded the Ex-
planation by Mr. Cruickshank
and me of what occurred at the
Meeting of the 1st December -

The Statement made by
Captain Magee and Mr Beckett
of my having said to Mr Cruickshank
"in a most insulting manner" - that

supporting such insolence.

Subsequently Mr. Fenwicke
again wrote a very important
letter to me as Vice President
on the 4th December 1871, which on
being submitted before the Commis-
sioners at their Meeting held on the
5th December 1871, it was proposed
that, "Mr. Fenwicke's letter be returned
to him, as the Commissioners think
the Style of it highly objectionable,
and that they will be prepared
to entertain his Request on his adopting
a proper tone in his communications
with the Commissioners". Although
this proposition was carried, Mr.
Beckett wished it to be Recorded
that he disputed from it.

X X At a Meeting of the Com-
missioners held on 1st December
1871. Mr Cruickshank proposed
in

"that is a lie, as the Proceedings
"are never written on slips of paper"
is incorrect. Should I have ex-
-pressed myself in the manner
alleged by Captain Magee and
Mr. Brickett, or Mr. Cruickshank
have felt himself aggrieved with
regard to my conduct: I think
it would have resided with Mr.
Cruickshank to bring the matter
to the notice of Mr. Robinson
the President and the rest of the
Municipal Commissioners for
an explanation.

As the above occurrence
is admitted to have occurred Mr.
Cruickshank and myself alone,
I think it will shew plainly the
state of feeling that exists in the
minds of Captain Magee and
Mr

Brickett - their bringing the matter
before you as a charge against
me.

I thoroughly repudiate
the accusation brought by these
two Commissioners also against
me of "disorderly and unbecoming
behaviour".

XI At a Meeting held on
the 16th June, the Commissioners
Resolved to sink a well at the
Bandy Stand on the Bangalore
Road. On the completion of the
work the bill was submitted to the
Commissioners at their Meeting
held on the 19th Jany and the same
was passed by the Commissioners
and paid - I may here observe
that on the erection of the Munici-
-pal Market a few months pre-
-vious, the Commissioners paid

upwards of Rs 38 per Square to Contractor Ramasami Naidu for dressed Slabs of stone for the walls at the Markets, which were superior to those used at the wells now referred to. and on the day that the Commissioners passed the bill of Channakistnappa for Rs 34-6-0 per Square of dressed Slab of stone, the Commissioners at the same Meeting accepted a tender offered by the same Contractor at the rate of Rs 25. per Square of undressed Slabs.

The Statement therefore made by Captain Mayne and Mr. Brekett of my having "without reference to the Commissioners expended a large sum of Municipal money in rough Slabs which he

paid for at the rate of Rs 34-6-0 a Square" is like nearly all the rest of the Statements made by Captain Mayne and Mr. Brekett against me incorrect, and I consider most mischievous and vexatious.

If Captain Mayne and Mr. Brekett thought I had committed any irregularity, or they had any complaint to make against me, I am of opinion they should have brought the same at the time to the notice of the President Mr. Robinson and the rest of the Municipal Commissioners.

It is much to be regretted that the personal animosity entertained by Captain Mayne and Mr. Brekett against me, only too plainly evinced by the facts

now submitted to you, and displayed before the Municipal Commissioners at almost every Municipal Meeting, should have conduced to create constant dissension and ill-feeling amongst the Commissioners - a state of things that has unfortunately existed only since the appointment of Captain Magee to the Municipal Commission, and which has I consider acted very prejudicially to the well-working of the Institution for the public good and has frequently deterred several of the Commissioners from attending the Meetings.

I have &c
[Signed] A. F. Leahe Esqr
Vice President - Mr C
Villone

Villone
27 May
1853

P.S With regard to the B.S

appended by Captain Magee to the Paper under reference, I cannot help expressing my surprise that after Captain Magee accepting what he termed an "ample apology" from me for making an expression (which has elicited from me through great provocation on the part of Captain Magee), he should have thought fit to bring the matter to your notice as it is quite irrelevant to the subject of the paper which he and his colleagues Mr Beckett proposes to submit to you with the object of "giving a completa picture of the working of the Municipal Institution".

Such a proceeding on his part will however be a still further proof of the ill-feeling

entertained by Captain Drayer
against me.

/ Signed / A. J. Grande. Major
Vice President

/ True Copy /

L. Rabuteau

President Municipal Com.
Vellore

In a letter from the President Mr. Comp. Stark Stroll to the Chief Secretary to the Govt. dated 22 Augt. 1872 No 143.

Reply of Major Searle

Pl. 1694/72

No. 1

60

73

To.

W. S. Whiteside Esqr.
President Municipal Board
Vellore

Sir,

We the undersigned Commissioners have the honor, with reference to the Order of Government No 627 of the 4th May 1872 calling upon the Commissioners to give a complete picture of the working of the Constitution, to bring to your notice the irregularities as here-undermentioned since Major Searle became Vice President and to request that you will be good enough after satisfying yourself from the records in the Municipal office, institute such an enquiry as you may think fit reporting the same for the information of Government

I At a meeting of the Commissioners on the 7th July 1871 a Proposition was made by Major Searle to reclaim a portion of the ground on the Coutpandy road by removing the stones and Earthwork from the entrance to the Fort to that place and to erect thereon a Latrine.

This proposition was rejected by the Commissioners but Major Searle subsequently ordered that that resolution of the Commissioners should be omitted altogether from the fair copy of the Proceedings of the meeting.

II At a meeting on the 2d February 1872 when the subject relating to the removal of the stones and Earthwork was again brought forward, one of the Commissioners present asked the Vice President if there was not a Proposition made some time previous when it was proposed to build a Latrine on the Kaulpaudy Road, the Vice President then denied all Knowledge of any such proposition, and when the Commissioners requested that the draft Proceedings should be produced, the Vice President said that they were not kept whereas he had the said Proceedings at the time.

III At a meeting held on the 21 July 1871 it was proposed and carried that Mr Sprecks the Contractor should have all Municipal Masonry works costing Rs 20 and

and upwards, and that he was for such works to be paid at Municipal rates. The wording of this proposition as entered in the Proceedings is not in accordance with the proposition actually carried at the meeting

IV In the Proceedings dated 5 December 1871, Major Searle enters his explanation with reference to a certain proposition made by Mr Brickshank at a meeting held on the 1st December 1871. Major Searle therein states "which latter assertion (slips of paper) is incorrect as the rough Proceedings are always made out on sheets of french foolscap paper". This statement of Major Searles is not true as will be seen by referring to the draft Proceedings of the 25th August 1871.

V Expending large sums out of the Municipal Funds without the sanction of the Commissioners.

VI Entertaining certain servants on the

Municipal Establishment without the previous sanction of the Commissioners.

VII When the assessment & Grade Tax for the year 1870/71 was being very tardily collected by Contractor Narrainsamy, there was a Proposition made (Vide Pro: dated 20th March 1871) that all uncollected bills remaining in his possession on the 30th June 1871 were to be taken from him. Notwithstanding this resolve of the Commissioners the Vice President allowed the Contractor to keep bills to a large amount for some months after the time resolved on and Narrainsamy's Contract was not cancelled, nor were the bills and money in his possession taken from him until the matter was once again brought before the Commissioners (Vide Pro: dated 1st December 1871)

VIII At a meeting of the Commissioners on the 22 September 1871, Major Searle offered a direct insult to certain Commissioners by pointedly addressing the following language to two of the native Gentlemen of the Commission present. "I am glad to see you two as Gentlemen Know how a gentleman should be treated".

IX At a meeting held on the 1st December 1871 Mr Cruickshank proposed that the rough minutes of the Proceedings of each meeting be recorded in a bound book and not on slips of paper. Major Searle in a most insulting manner interrupted Mr Cruickshank and said "that is a lie as the Proceedings are never written on slips of paper"

X Disorderly & unbecoming behaviour on the part of Major Searle at a meeting of the Commissioners on the 1st December 1871. For particulars see Proceedings of the 5th December 71.

XI The Municipal Board had no difficulty in procuring finally dressed Stone Slabs at the rate of 10 Rs per square when the work was given on open Contract; the Vice President, without reference to the Commissioners, expended a large sum of

Municipal money in rough stone slabs which he paid for at the rate of Rs 32-8-0 a square.

We have the honor &

Vellore
16th May 1872

Signed R Grayne
&
J. A. Beckett
Municipal Commissioners

P S

When Captain Grayne was summoned to appear at the Small Cause Court Vellore on the 14th March 1872 as one of the witnesses in a suit that was filed by the Municipality against Mr. Frericks Engineering Contractor, & when being examined in the Witness Box, Major Searle in open court did most grossly insult Captain Grayne by crying out "It's a lie" and subsequently declined to offer the ample apology required until called upon to do so through the station staff officer.

Signed R. Grayne
Municipal Commissioner

/True Copy/
J. A. Beckett
President Mun: Comm:

J.A.B.

76

Charges & Specifications
against Lt. Beckwith
and Major Seevers

In a letter from the
Quartermr Genl to the
Adjt Genl to the
Chief Secretary to
Govt. of 22 August 1872
No. 43.

In Field 1694/72

B

In a letter from the
Quartermr Genl to the
Adjt Genl to the
Chief Secretary to
Govt. of 22 August 1872
No. 43.

B

Statement shewing the various works executed & the money expended thereon in the Municipality of Vellore from the year 1866-67 down to the present time

Description of Works	In 1866-67	In 1867-68	In 1868-69	In 1869-70	In 1870-71	In 1871-72	Total
New Works							
Latrines		258	449 10 1	867 12 3	408 1 10	1096 10 6	3080 2 8
Dust Bins				172	358 13 9	215 11 6	746 9 3
Drains				3762 6 8	3,044 8 4	768 1	7575
Bridges					1,045 9 2	301 3 10	1346 13
Street Boards			241 13		46 5 7		288 2 7
Urinals					8 7 6	17 13	26 4 6
Sriviyagunta Aqueduct					115 13 2	664 11 8	780 8 10
Toll Sheds		400	400		12 2	142 4	954 6
Cart Stand		229 8			251	147 3 10	627 11 10
Silt trap		500					500
Market		200	265	2570 9 2	18177 8		21,212 9 10
Scavengers' Carts		989 4					989 4
Office premises			1250				1250
Strengthening the embankment of Adavananthal Nalla				87 11 4			87 11 4
Converting a conservancy cart into a night soil cart				35 11 8			35 11 8
Rubbish Depôt				40 3			40 3
Culverts				258		178 6 3	436 6 3
Detail lines						147 5 6	147 5 6
		2576 12	2606 7 1	7794 6 1	23467 14	3679 7 1	40,124 14 3

Total 15,613 [illegible] 3927 22,789 2 175 11 2 [illegible] 3330 [illegible] were expended

B

of the money expended thereon in the Municipality of Vellore from
to the present time.

	Rs 1868-69.	Rs 1869-70.	Rs 1870-71.	Rs 1871-72.	Total
Wells	Brought forward				2576
Slaughter house					
Firewood Stand					
Channels					
Repairs.					
Roads	401	3671 4 4	4055 14 6	2048 7 2	15148 14
Scavengers' Carts	100	36 4 6	137 1 6	17 " "	290 2 "
Cart Stands &c	9	46 9 3	15 9 3	" " "	71 12 "
Toll Shed	16			25 " "	41 7 3
Buildings	284				128 4 "
Office Premises		625 1 5	159 10 "	291 5 1	1076 10 6
Wells			28 11 4	244 1 6	272 12 10
Bunds of channels				50 4 3	50 4 3
Drains				8 8 "	8 8 "
New Market				18 " "	18 " "
Police Station houses				37 2 6	87 2 6
	3104	27525 10	12126 12 4	27926 8 10	86757 15 7

Total 15.613.1.7.2.9.6.8.4.9.4.5.8.1.9.6.4.3.5.4.1.8.

E. A. Lubbock

President Municipal
Commission.

A

Statement showing the Receipts of the Vellore Municipality from 1st November 1866 to 30th April 1871

Receipts 1	Rates on houses and buildings 2	Tax on arts professions and trades 3	Tolls 4	Tax on Carriages and animals 5	Registration of Carts and Vehicles 6	Government contributions 7	Receipts from public cart stand 8	Sale of land 9	Grant for repair of Cantonment Roads 10	Other miscellaneous receipts 11	Total 12	13
From 1st November 1866 to 30th April 1867	" "	" "	3223 13 6	271 "	494 " "	482 10 2	" "	" "	" "	23 12 "	4495 3 8	
" 1st May 1867 to 30th April 1868	2539 2 "	6557 " "	11731 7 6	533 8 "	982 " "	6520 " "	175 11 2	" "	"	182 13 6	29221 10 2	
" 1st May 1868 to 30th April 1869	5346 13 7	7793 12 9	10279 12 "	497 " "	928 " "	8815 10 6	" "	174 7 9	1110 " "	1674 15 7	53925 " 5	
" 1st May 1869 to 30th April 1870	3730 9 "	3269 8 "	10433 8 6	1413 " "	778 " "	4636 6 1	" "	" "	2220 " "	3857 1 7	30332 1 2	
" 1st May 1870 to 30th April 1871	3996 9 " ×	3348 " " ×	10150 " "	1627 " "	745 " "	2334 5 5	" "	" "	" "	1309 7 1	23570 5 6 ×	Of these sums Rs. 125-5-" were refunded
Total	15613 1 7	20968 4 9	45818 9 6	4341 8 "	3927 " "	22789 " 2	175 11 2	174 7 9	3330 " "	7042 1 9	141484 4 11	

Statement Shewing the Charges of the Vellore Municipality from 1st November 1866 to 30th April 1871.

Charges	Establishment	Repairs	Contingencies	Police	Establishment	Fire Engines and Hose Establishment	Repairs	Conservancy Establishment	Repairs	Lighting	Sub Inspection & Conservancy Establishment	Others	Total	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14	
From 1st November 1866 to 30th April 1867	242	97	44	80	8	851	40						1930	8 10
1st May 1867 to 30th April 1868	2516	527	67	5124	38	1236	138	5483	21				26080	
1st May 1868 to 30th April 1869	2341	1397	655	7034	719	310	104	702	396	3404	121	1123	31892	411
1st May 1869 to 30th April 1870	5223	211	3174	1015	7045	3604	834	2397	1525	2531	92	1157	22	2041 84 85 7 10 450	178	211	2941	62
1st May 1870 to 30th April 1871	4924	230	962	4	6822	211	517	5	3119	1010	2477	72	428	78	45385	44
Total	15090	22	10752	5	25	1932	923	15	17055	45	27813	125	2230	23 2470	857	10	450		1787	211	13723	23

North Arcot Collector's Office
Chittoor 5 July 1871
C P Hobs

True Copy
C Chittoor
President M.C.

Sgd J. A. Manjunathaiah
Deputy Collector

A

In a letter from the
Orientals Mr. Comb
North dated 4 the
Chief Secretary
Govt. of 22 Augt 92
N 43.

R 1694/92

List referred to in Para II of my

	Date of payment	Neither estimate nor payment sanctioned by the Commissioner	Estimate exceeded & no sanction obtained for the excess
1	2	5	5
	1871		
Police Huts	May 10	" " "	" "
"	" 25	" " "	" "
"	June 19	" " "	" "
"	" 29	" " "	" "
"	August 1st	" " "	" "
"	October 7	" " "	" "
"	April 19	" " "	" "
Latrines			
Old Munsiff's Court Street	May 11	58 12 6	
"	July 27	8 15 "	
Butchers street	May 25	80 11 "	
"	July 27	16 4 "	
Lascar street	June 28	90 " 2	
At the Regimental Hospital	"	61 10 "	
" Arcot Toll gates	July 25	88 " "	
Basabattam Coolam street		97 " "	
At the Cart stand on the Arni Road	April 28	65	
"	August 12	19 4 "	
At the Vattay Waday Mundy Lane	August 22	" "	
Detailed Lines	" 29	147 5 6	
Behind Captain Johnson's house	April 27	97 2 9	
"	September 21	41 2 "	
Thottapolliam	December 2		
Shurmaraja Coil street	1872 March 15		
Carried over		871 2 11	

83

	228 "		
	492 "		
	445 "		
	445 "		
	705 14		
	400 "		
	611 12		
228 14 10			
77 3 3			
			7 7 5
306 2 1	3327 10		7 7 5

List referred to in Para 1

	Brought Forward			871	2 11
Masonry Drains					
At the new Jatka stand		1871 July	7	163	6
" End of New Drains		"	25	71	12
Chinnaamkara street		April	6	155	14
At Wataj Wadaj Drainz Line		December	6		
		1872 January	25		
Stones for Covering Drains					
Cost of Labor for Covering Drains					
Drains					
2 at Drainz Bazzaar street		June	1871 13	20	14 3
Thiellon street		November	2	15	8
Syd'apet				33	12
Calia kara street				11	15 3
Cannar street				10	13 6
Sooryacara street				16	2 9
Sooryagumba & Agradrain		May	25		
		September	1		
		December	20		
		May	20		
Wells					
Syd'apet Sambada street		June	1871 12	68	6
Dog Town		"	28	15	8
Old Drainaffe Court street		August	12		38
	Carried over			1291	72 201 6

306 21 332710 7 75

Estimate passed for Rs 133-13- on the 18th April 1871

Advance

100 —

50 —

127 14

270 6

20 0 —

23 12 6

120 38

Paid at different intervals for work done & passed on bills

Estimate sanctioned for Rupees 29 — —

306 21 42942 7 75

List referred to in Para 11

	Brought over		15	17	2	571 2 6
Dust bin stones	June	19	5	1	"
"	"	28	16	12	"
"	July	12	16	"	
"	August	12	47	2	"
"	"	29	22	8	"
Cost of Erecting dust bins	"		51	"	6
Roughstone revetments to Channels and Nullahs	"	"	268	14	1
Repairing roads	"	"	1608	11	3
Carting earth to Latrines	"	"	39	9	6
Cleansing of drains	"	"	704	13	5
Knocking down ruined houses	"	"	100	4	9
Cutting prickly pears	"	"	18	6	
Levelling Rubbish Depôt	"	"	56	11	9
Numbering houses in the Town	"				
Planting Avenues	"				
Sweepers	"				
Toties	"				
Total			4522	14	5	571 2 6

20th May 1872.

Note. The Pencilled figures given in the original statement under columns 4 and 8 were correct but evidently they are in-

(True Copy)

(Signed) J. A. Marjoribanks
Deputy Collector appointed to audit the accounts of the Vellore Municipality for the year 1871-72

(True Copy)
[signature]
As President

Letter 1st April 1871 to 20th May 1872

4 Payment sanctioned but no regular Estimate prepared & sanctioned previous to the work taken in hand	5 Estimate sanctioned but payment not sanctioned	6 Establishment increased without sanction of the Commissioners	7 Work sanctioned but neither Estimate nor payment passed	8 Total	Remarks
713 14 2	4240 14 2	" "	224 1 6	" "	10 10
" "	" "	" "	" "	" "	Paid at different intervals.
" "	" "	" "	200 15	" "	
" "	" "	" "	46 13	" "	The staff of sweepers was raised from 20 to 22. The first extra sweepers was entertained in June 1871 and the second in September 1871
" "	" "	105 " "	" "	" "	The staff Toties was raised from 17 to 23 the first extra Toties was entertained in September 1871 the second in October 1871 and the rest 14 in March 1872
" "	" "	92 9 2	" "	" "	
713 14 2	4240 14 2	197 9 2	471 13 6	10718 3 11	
407 12 1				10212 1 10	

In a letter from the Pres.
- and this Mr. Comte
North Arcot to the
Chief Secretary
Govt. } 22 August 6/72
No. 43.

Jl. 1694/72

North Arcot
Magistrate's Office
Chittoor 21st September
1872

No. 87

From

W. S. Whiteside Esqre.
President Municipal
Commission Vellore

To

The Honble R. S. Ellis Esq.
Chief Secretary to Govt.
Fort Saint George

Sir,

I have the honor to report
to you for the information of Govt.
that the two suits filed by Mr. Ipericks A.G.
against the Vellore Municipality came
on for hearing in the Chittoor Civil
Court on the 16th & 17th instant.

2 In the first suit Mr. Ipericks
claimed damages to the amount of
Rupees 4,000 on account of losses
he had sustained, owing to the Vellore
Municipality not having given to him
for execution certain works according

to an agreement entered into by the Municipal Commission with him. No witnesses were examined in this Suit which was dismissed with costs on a point of law, viz., that though the Municipal Commissioners might have entered on their Proceedings a promise, as alleged by Plaintiff, to give him for Execution all works above Rs 20 in value, such promise or agreement was not signed and sealed as required by Law, and therefore could not be regarded as a valid contract binding on the Commissioners, but merely as a preliminary step to the Execution of such a contract, and as such a legal Contract, though often asked for by Plaintiff, was never Eventually Executed, the Plaintiff had no valid cause of action, and he therefore was ordered by the Court to defray the costs of the Municipality in that Suit.

3 The Plaintiff will I believe appeal to the Privy Council, but it is extremely unlikely that the Decree of the Civil Court will be reversed. As a matter of fact, however, it is true that the Municipal Commissioners did carry at one of their Meetings a Proposition that all Contracts for Municipal works above Rs 20 in value should be given to Mr. Ipericks for Execution and this promise was not kept, although Mr. Ipericks protested frequently, and claimed the Execution of various works given by the Vice President to other Contractors.

4 In the other Suit Mr. Ipericks claimed the sum of Rupees 2,500

from the Municipal Commissioners, being the Contract amount due to him by the Municipality for the erection of a Slaughter House which work he had undertaken on Contract.

5 Evidence oral and documentary was adduced in this Suit by the Plaintiff to prove that the Plan of the Slaughter House given to him to work from was faulty in the first instance, and did not agree with the Specification. The main beam of the Roof had been forgotten — Common Jungle wood was to be used for the Rafters &c. instead of teak &c. The Plaintiff brought these defects to the notice of the Commissioners and amendments were then made, and a larger Sum allowed for the building, the Contract time for the Execution of

of which was extended more than once. The work went on for some time satisfactorily, and the Municipal Overseer after inspecting the building gave a Certificate of the excellence of the workmanship, on which a part of the Contract amount was disbursed to him.

6 The Slaughter House was very nearly completed when the Vice President Major Searle one day came to the building, accompanied by some of the Commissioners, and without having in any way examined it informed the Plaintiff that the foundations of the Slaughter House were defective and that he therefore would not be paid for it according to the Contract, but on measurement according

according to Municipal Rates.
This would have been a loss to the
Plaintiff of at least half of the Con-
tract amount, and he replied that
if that was so he would stop the work.
Mr. Chickshank, the Ag Sub Collector,
was present then, and he at once
informed Mr. Fredricks that the
Vice President had merely stated
what he himself proposed to do, and
had not communicated the decision
of the body of Commissioners. Mr.
Fredricks subsequently wrote to the
Vice President demanding to be
allowed to finish the Slaughter
Stones according to his Contract,
but a majority of the Commis-
sioners, at a Meeting then convened
decided to pay Mr. Fredricks for the
Slaughter Stones at Municipal
Rates

Rates only. This suit was conse-
quently brought.

7 The Plaintiff through his
Counsel informed the Court that
these complications and Legal
Proceedings were mainly caused
by the animosity which Mayor
Scanlen, the Vice President, had con-
ceived against him, and the manner
in which he had all along endeavoured
to injure him and deprive him of
the Municipal Contracts.
The Civil Judge Mr Plumer de-
clined to hear evidence on this
point, as he considered that it
was wholly beside the question really
at issue, viz. whether the Munici-
pal Commissioners, as a body
had or had not broken the terms
of a certain Contract entered into

by them, and that whether Major Searle was individually well or ill affected towards the Plaintiff had no real bearing on the case. He therefore disallowed several questions that the Plaintiff's Counsel proposed to put to different witnesses.

8 The hearing of the case had proceeded for some time when the Plaintiff's attorney enquired whether he might be allowed under section 155 of the New Evidence Act to discredit a witness, and Mr Plumer replied that he might, on which Mr. Gordon called on Captain Mayne, then under Examination, to state whether he considered Major Searle to be worthy of credit. Mr. Plumer enquired of the Bahadur who was conducting the defence whether Major

Searle was a witness in the case, and the Vakeel then committed the grievous blunder of saying that Major Searle had not been Summoned as a witness in the Suit, but that he meant to call him as a witness for the defence. The question was put, and Captain Mayne replied that he did not consider Major Searle worthy of Credit; and he then on being called to give reasons for that opinion stated a number of instances in which Major Searle, as Vice President of the Vellore Municipality, had been guilty of making use of untruthful language, and of dishonest acts. Mr. Bethell another Municipal Commissioner, and Venkataraya Chetty the Head Clerk of the

Vellore Municipality, were also examined on the same point and to the same effect.

9 The Reasons assigned for these witnesses holding this opinion of Major Searle were as follows.

I. That at a certain Meeting of the Municipal Commissioners the Vice President proposed to erect a Latrine beside the public Road leading into the Town of Vellore from the Railway Station. This proposition was objected to, and finally, after discussion, negatived on the ground that a Latrine in that spot, and so close to a public thoroughfare, would be a public nuisance. After the meeting was over Major Searle wrote an order to the Head Clerk Venkata Rayen directing him to omit from the fair copy of the Municipal Proceedings that he was then preparing all that portion relating to his (Major Searle's) proposition for the erection of the Latrine, and this order was accordingly obeyed.

II That when Major Searle some months later again brought forward the same proposition for consideration, one of the Members then present asked him whether a similar proposition had not once been already negatived, and Major Searle replied that there was no such proposition, and when he was asked to produce for inspection the Rough Copy of the Proceedings of the Meeting held on the 7th July 1871 (being the

Proceedings from which he had ordered the portion about the Latrine to be expunged) he replied that the Rough Copies of the Proceedings were not kept, whereas indeed and truth he then had the Rough Draft of those Father Proceedings in his possession, in his own hands.

III That Major Searle entered in the Proceedings of the 21st July 1871 one thing, when another had been passed by the Commissioners.

IV That he gave a valuable piece of Municipal Land in Grundy Street to his own land-lord Diva-degananey Grundy, without the knowledge of the Commissioners, in contravention of the spirit of the Act, and the Recorded Proceedings of the Commissioners.

V That after the Proceedings of the 21st August 1871 had been fair copied into the book Major Searle, with his own hand, altered the Proceedings, and inserted certain words materially affecting the matter at issue - and which alteration does not appear either in the Rough Copy written at the Meeting by Major Searle, or in the Proceedings as published in the District Gazette.

VI That after the order in his own hand-writing declaring the Head Writer Venkata Rayer to expunge from the Proceedings the Proposition about the Latrine had been shewn to and read by him, Major Searle wrote and despatched an official letter to the

President of the Municipality, re-
plying to complaints preferred
against him by Captain Drayne and
Mr. Brickell; wherein he positively
denied that he had given any such
order.

VII That in the month of Fe-
bruary 1871 the Vice President wrote
two official letters to the President
and circulated them amongst the
Commissioners "for information",
and that he then, when forwarding
them to the President, wrote a covering
letter saying that they had been
circulated amongst, and approved
of by the Commissioners. Whereas
the Commissioners had never
signified their approval of those
letters.

VIII That he subsequently issued

an order to conceal that covering
letter, and, as it had been already
entered in the Letter Book Drayne
& Earle erased it from the Letter Book
himself.

IX That when certain Members
of the Municipal Commission com-
plained that expenditure had been
made by the Vice President in excess
of the Budget allotment Drayne & Earle
ordered a Statement to be prepared
shewing his expenditure of the several
Budget Grants, and when he found
he had really exceeded the sanctioned
amount in one item (Latrines)
he, with his own hand, altered the
Statement in such manner as to
represent that he had not ex-
ceeded the Budget allotment
in that item, and copy of which
Statement so amended he then

laid before the Municipal Commissioners in proof of his denial that he had exceeded the sanctioned expenditure on any item.

Documents in proof of these allegations were extracted from the Municipal Records which the Court had ordered to be filed before the trial, and were inspected by the Judge.

10 I had been cited as a witness for the Plaintiff, and informed that I was required to produce documents relating to the complaints of irregularity against Major Searle put forward by two of the Commissioners and his reply thereto. I had the documents with me, and was put into the Witness-Box. I was not however questioned about them, but, to my very great surprise and

and regret was required to answer the same question that had been previously put to the other witnesses, as to Major Searle's being worthy of credit.

11 I was thus placed in a most painful position. Of Major Searle, personally, I had little or no knowledge. I have only been brought into contact with him officially, but those official matters are the instances set forth above wherein his veracity in deed & word has been impugned, and in which, I am honestly bound to confess, I had formed an opinion adverse to Major Searle; for, with every desire to judge the case impartially, I would not resist the conviction that in divers instances Major Searle had behaved and spoken in what was to say the least,

a very disingenuous manner. I therefore replied that in certain official matters I had had reason to question Major Searle's accuracy; but the Plaintiff's Counsel declined to take that answer, and insisted on my replying in the very words of the Act whether, so far as my knowledge of Major Searle went, I considered him to be worthy of credit. The Judge desired me to answer the question as put by the Plaintiff's Counsel, and, with very deep pain, I was then compelled to answer that I did not consider Major Searle worthy of Credit. I expected that I would of course be questioned in Cross Examination by the Vakeels for the defence, and afforded some opportunity for Explaining my Statement, but this was not given, and I was ordered to quit the Witness-Box.

12 The Court was then informed

by the Vakeel, who had been outside and spoken to Major Searle, that he did not mean now to put that Officer into the Box as a Witness. The Evidence for the Plaintiff was then Summed up, and the Court adjourned for Tiffin, and, when it re-opened, the Vakeel begged to be allowed to withdraw his Refusal and to examine Major Searle, and he was called accordingly. He however could not, according to the Evidence Act, contradict the Statements of the Witnesses for the Plaintiff, and the Vakeel did not ask him to explain in any way the various points wherein his official acts and speeches had been brought to the Court's notice, and beyond replying to the question whether he was a Major in the Madras Staff Corps

Corps Major Searle was not examined at all.

13 The Court has Reserved Judgment, which will be pronounced on Tuesday next the 24th Instant. I shall obtain and forward Copy of the Judgment for the information of Government; but the whole case is so important that I do not delay this Report any longer.

14 Major Searle has written to me since the trial resigning his appointment of Vice President, and desiring me to arrange for his being relieved of the duties without delay. I have therefore requested Mr. Kelsall, the 2d Sub-Collector, to take charge of the office pending final orders from Government.

15 The Village Municipality, as

The President & 2 Members opposed to the Remainder

as I have shown the Government in my former communications on the subject, is in an extremely disorganised state. Irregularities of all kinds have been committed, party strife and quarrels have prevailed to a lamentable extent, so much so, that latterly the Vice President and the Sub Collector who is an ex-officio Member of the Boards, and therefore bound to attend were often the only Members who came to the weekly Municipal Meetings, and it was only by special Entreaty that the attendance of a third Member could be procured so as to make up a Quorum.

16 I have been making careful enquiries but have as yet failed to

to find any Military officer who will consent to undertake the post of Vice President in succession to Major Scarth. I have spoken to several, and they have all declined to accept the disagreeable and unpaid duty; and, considering the unpleasant state of affairs that at present exists in the Municipality, I am really not at all surprised. I therefore am of opinion that for some time to come it will be the best plan to entrust the duties of Vice President to the Sub Collector for the time being, and I beg to recommend any suggestion for the adoption of Government.

17 Some of the Rating Commissioners have never attended the Municipal Meetings at all. While others have discontinued attendance for a long time back. I propose to submit shortly for the consideration of Government a Revised List of the Commissioners whom I think may be retained, and appointed with advantage, for, until matters are put on a totally new footing, I do not look for any improvement in the working of the Municipality.

I have the honor to be,
Sir
Your most obedt Servant
C. Lelievre
President Munl Com.
Vellore

North Arcot
Magistrates office
Chittoor 2nd Sept.
1872

To
The Honble R. S. Ellis C.B
Chief Secretary to Govt
Fort St George

Extract from the Minutes of Proceedings of the Municipal Commrs. of Vellore at a Meeting held on the 24th Septr. 1872.

99

Present

J. Kelsall Esqr. Vice President
Captain W. L. M'Leod
Captain J. P. E. Johnson
W. S. Fox Esqr.
V. Narrainasamy Mooddr. Avergal.

XIV The Commrs. regret to learn that circumstances have compelled Major Searle to tender his resignation as Vice President and desire to place on record their appreciation of the zeal and energy he has displayed in the last 18 months as Vice President of this Municipality.

/ True Extract /

John Kelsall
Vice President

Rent & Mpl Dept
Sewer
Fund & Vellore Mpty
50

Rs 12-5-4 Dept.
Rs 1878
Toorai

Rs 1878
Report received
2 Sanctioned against
the Above Rs 50
4 Servants

From. G. Hamilton Esq.
Secretary to the War
Department.

To
Colonel J. S. Dutton
Comm.g H.M.
17.H.41

To
The Chief Secretary
to Govt.
Fort St. George

Sir.

We have the honor,
in accordance with the
instructions contained in
G.O. 19th October 1872
No 1422, to report the

Schedule Rs
Proceedings
Recd from Govt
Relive
2nd Sept 1873

result of other enquiries into the allegations of the Belize Municipality & Fabers into the Statements made before the Coltson Court by Wm. Whitehead, Captain Magne & Mr. Beckett respecting Major Leslie's Credibility.

2 We proceed to Belize on the 3rd Inst. & commence the investigation ordered in the 4th Para.

Every case in the first instance directed to the Statements made in the Coltson Court against Major Leslie

& full Statements taken from the Mr. Whitehead, Captain Magne & Mr. Beckett. on the same subject as the Coltson Court to substantiate their accusations & depositions Statements. have taken from them & from their witnesses in Major Leslie's presence. & in the rooms in which the accusations:

3 Before proceeding with the depositions Statements Mr. Whitehead declined publicly to place on record his accusations that his Statement before the Court had not been & Major Leslie's Friends

acts & his discovery of
his mistake putting in the
matter. he also deals
much on the fact of his
present ~~ex~~ existing & ~~subsequent~~
~~removal~~ subsequent the
writs having issued against
the Municipality from
Coming into Court & on
the fact that he had been
forced by the Court
question put to him
by the Counsel for the
Plaintiff -

Mr Whitcombe putting
states that the cases
on which he based
his opinion as stated
in Court had all
occurred prior to this

102 5

joining the North Ward
& District & that
his opinion had therefore
been formed on information
derived from others &
on documentary evidence
against Mayor Veale
The cases ~~were~~ were identical
with those stated
in the letter addressed
by Capt Jn Mayne & Mr
Beckett to Mr Whitcombe
dated 16 May 1872
No 1 & will be taken
in the order then ~~stated~~
entered -
The first cases recorded
in paras 1 & 2 & that
letter relate to one
work & to one Lessee

of Town affairs

~~The Chairman~~ It was stated at a Meeting of Commissioners held on 7th July 1871. a Motion was made by Major Searle seconded by Mr Reed & Carried that a Notice should be sent to the Kaitaia Road Board to Repair the Native Track on ~~which~~ that the Motion was agreed to by the Commissioners but that Major Searle should write to the Board stating it would be omitted from the Gazette by the Clerk unless a Meeting on the ... ~~February 1872~~ when the subject was again

Reclamation of Swamp on the Kaitaia Road & construction of a Cattle Stream.

brought under the Notice of a Commissioners Meeting of the Municipal Council but been made before & agreed. & Major Searle seconded by Mr Reed carried unanimously that the matter be left in the hands of the Chairman & Mr Beckett to bring ~~before~~ forward the proceedings ~~at~~ at the next Meeting ~~of~~ Commissioners.

Reclamation of Swamp on the Kaitaia & Construction of a Cattle Stream.

The case as laid by Captain Searle & Mr Beckett in Motion. a Motion made by Major Searle & Carried unanimously that a Notice was sent to the Municipal Com-

Missioners held on the 7th
July 1871, negatived a
a resolution that effect
recorded; before the pro-
ceedings of that day had
been fair copied Major
Leuch wrote an order to
the Magistrates to omit
that part of the Proceedings
relating to the work in
question, giving as his reason
that he hoped to bring it
forward at a subsequent
meeting: another Pro-
position relating to the
same work was brought
forward by Major Leuch at a
meeting held on the 2nd
February 1872 7 months later
on Mr Beckett enquiring

if there a similar Resolution
had not been made respect-
ing ~~it~~ ea before, Major Leuch
replied in the negative &,
on the rough Proceedings
of last meeting being called
for, Major Leuch stated
that they were not kept: whereon
they were at the time in
his possession

7 Captain Angus & Mr.
Beckett addressed the Co
on instance in which
Major Leuch had acted
with ~~irregularity~~ in
~~Syria~~ causing the Resolu-
tion & he omitted from
his Proceedings & of which he had been guilty
in which
without securing assent
Failure in allowing the all
knowledge of what had

passed at the first ... as
look as if statutes that
the proceedings were not
kept. = Major Hawke
offered some explanation
of the transaction in his
letter of the 27th May 1872
which he corrected in his private
note of the 10th June,
on which he
paras 1 & 2, and of course
entered more fully into the matter
in his letter of the 6th of
September paras 2-3 & 4
It is with reference more
especially to these letters
& explanation that Mr.
Whitcombe, ~~appears to have~~
~~formed an unfavourable~~
~~opinion~~
~~in those letters already.~~
opinion on these cases
has been formed.
Mr. Whitcombe after recapitulating the statements

made by Capt. Mayne and Bedford
regarding the transactions at
the two meetings proceeds
to examine Major Hawke's
explanation as given in
his letter of the 27th May;
he states that on first reading
the letter he was under the
impression that Major
Hawke had really ~~too~~ forgotten
~~the circumstances~~ the existence of the
to omit hearing the proceedings
accounts. When he sent his
letter dated 27th May 1872.
he ~~subsequently~~ then goes on
to show that Major Hawke's
letter dated 27th May
could not have been
despatched before the
4th of June & that, in
the meantime & on the

1st of June, the order, directing the Manager to make the omission above alluded to, written in Major Semle's own hand-writing had been shown to him. Mr. Whitecross admits that he received a private note from Major Semle dated 10th of June informing him that the order had since been found. I state that he & the Manager had quite forgotten the circumstance but, as Major Semle was aware of the fact before he dispatched his previous letter, he ought at least to have addressed

a Post-script to that effect & he was in the absence of any such note justified in considering the statement in para 1. cl. 2. of his letter of 27 of May as incorrect. Mr. Whitecross pins his at length reasons for believing that his letter dated 27 May was not as printed the 4th ~~at length~~ but. as Major Semle addressed him post. May need not be noticed here.

Mr. Whitecross also in reference to the former transactions points out that Major Semle was guilty of inaccuracy Cl. 4. in writing in para 1 of

of his letter of the 27th May
1872 that "in the work
"being carried forward
"by me, at a meeting held
"on the 2nd Feby 1872, it
"was resolved to carry it
"out & the work is now
"nearly completed" whereas
the work as carried
out, ~~was not the~~ obj: the
reclamation of the land,
was not the work originally
proposed. ~~That~~ which
was "to erect an Embank
"ment round the reclamation"
~~that~~ to determine how
best erected & this duty,
Mr Blackmore considers
that Major Leake was
guilty of an inaccuracy
in describing the work

as nearly completed = 107
~~The evidence of Leakeby~~
~~Esq. discussed shewing~~
~~how it frequently~~ adverted
The testimony of Leakeby
Esq. dismissed summarily
is much advanced on
by Mr. Blackmore in replying
of the conclusions arrived
at by him in regard to
those transactions a volume
& this main statement
made in reply to Question
4017 will shew that he
endeavoured to impugn
~~that he~~ wilfully
misled Major Leake by
withholding from him in-
formation of which he
was possessed regarding
the entry in Major Leakes
order book, clearly evi-

It may be here remarked with reference to the transaction as shewing the peculiar nature of the knowledge of the proponents. Mr. Wheelock admitted that the Latonia was to have been employed in the service of the Capt. Hazen. Hazen stated that the stores from the Fort. were to have been used for the building whereas the plan shows that it was to have been built of brick.

a view to Major Lemly's carrying a corporal's guard instead of the mass Wheelock was to see to it & ascertain if possible the reasons of Major Lemly's objections to the above charges. Seen in his letter of the 27th May 1872. No. 1 & 6th September 1872 No 390 to the address of the Secretary of War in his letter of the 10th Nov. 1872. to the address. & is as follows.

* Note. This letter was addressed to the Secretary of War

Major Lemly's explanations as to the above charges

9th He acknowledges that the proposition which he made at the meeting of the 7th July 1871. was rejected & that that offer to the constructing

was entered in the Court proceedings but omitted from the fair Copy by his order. on he hopeful to bring it forward at a future meeting: Major Leach denies that ~~he~~ at the meeting of the 2nd February 1872. he disavowed all knowledge of any such proposition & says it is absurd to suppose that he would do so. when he was produced, at the meeting, the very same plan which had been placed before the meeting of the 7th July 1871 1872, he states that when asked for the Copy proceedings he said they are not kept here meaning that they are kept at his own house. he denies having said they are

"last "kept" in the sense that they were not "kept at all.

11 In reference to the ~~allegations~~ allegation in ~~regarding the~~ correct statement made in para 4 of the letter of 27. May Mayer stated & explains that the letter was originally drafted on that date and that at that time he had no recollection of having directed the Manager to omit a part of the proceedings & that he was unable to account for the fact: he admits that his letter from me caused considerable surprise & astonishment & that after he had dictated until the 4th of June & that in the interval the Manager had shewed him his written order to omit a part of the proceedings of the meeting of the 7. July 07, he puts as his reason for not altering the letter & adding a postscript that he had received a call from the President & the Secretary & the explanation of the latter must be thought ~~of~~ after not to allow that fact to influence him in altering the statement alluded to & not to correct the mistake by a subsequent communication, he therefore despatched the letter & enclosed a privilege addressed to Mr Whitesides dated the 10th June ~~instituting~~ & explaining the transaction

~~With reference to the allegation that the Harbour Board proposed to make the front as specified but that the Watercourt should be completed~~

12 Mr Hall further alleges that in writing of the work in the Kaitapeka Road as being completed he referred to the declaration of the landowners to the Gazette.

Opinion on the Case

After giving full consideration to the Statements of Mr. Whitcombe Robertson Mr Hall & that of the late Manager we are of opinion that

Mr Hall Committee
on inspection in reading
the a part of the Gazette
proceedings of the meeting of the 7th July 1871.
from the fair copy. &
that he showed a statement of
payment in forwarding
his letter of the 27th of May
1872. without correcting
the error which I can
proved & which was
brought to his notice the
before it was despatched.
he very often visited the
Counties his Applications
& he considered quite satisfactory
& we can see no ground
whatever for questioning
his good faith & truth-
fulness in the matter.

14

The Charge in hand 3 is that
"at a meeting held on 21st July 1871
"1871 it was resolved & car. Cont
"as that it provides. that Kirk
"Contractor. Newton have all work
"Masonry works contig
"20 ft. & upwards. the
"wording of the resolution, as
"entered in the proceedings,
"is not in accordance with
"the resolution actually
"carried at the meeting".

Counsel for Mr Kirk
claimant submits that a resolution
as above stated was passed
at the meeting & that upon
the record of the proceedings
there was a resolution
as follows.
That Mr Fenwicks ~~offer~~ offer
to take up all

-15-

This case was cited
by Mr White as an argument
that the prohibition with-
the omission of the words
20 ft. & upwards was un-
necessary & meaningless
as a former prohibition
to the same effect had
been carried at a pre-
vious meeting. In answer
with which his charge based
on this point on its being
shown to him that the
term 'Masonry works' was
not included in that
resolution
as assumed by him.

the
Managing works of the Commis-
-sioners should at Muni-
-cipal rates, an appe-
-al to that effect being
-entered into by him pre
-vious to such work hereinto
-before commenced.
They state that the Inspe-
-ction was not found an
-en injury & the Ferrils
also had already stated
that it did not hay been
to take the petty works.
They acknowledge that altho'
they became aware of the
existence of the over
within a few weeks of its
occurrence they took no
steps to get it rectified &
Mr Beckett pairs on his

reason for not mentioning
it that he was stating
certain other matters
at the time

16 Major Searle denies that Major Searle's Explanation.
such a resolution as that
alleged was ever passed,
he asserts that there
was a considerable dis-
cussion on the subject
of giving 200 ℔ Lahwards to Mr French
but that no resolution
was passed - he is sub-
ported in this statement
by Captains Johnson &
Maddock who were both
present. The Jemadar pub-
ycee is with Major Searle, the
latter states that he

17 was under the impression that
it was limited that Mr French was to
have the 200 ℔ only but that
no distinct resolution
was passed -
Major Searle's statement Opinion of Officers.
is perfectly natural, there
was in justice to his
character & we have
no hesitation in
accepting his version
of the story supported
by Capts Johnson &
Maddock as correct.
There is no ground
whatever for attributing
bad faith or untruthfulness
to Lieut Ross in the matter

10

The charge in para 4 is that Major Leade, offering a compromise made by Mr Cruikshanks regarding the manner in which the rough proceedings of meetings are recorded, stated that it was decided by Mr Cruikshanks hand to state that the proceedings were recorded in Books of paper as they are always made out in sheets of foolscap paper". It is asserted that the statement of Major Leade was not true as would be seen by opening & the draft proceedings of the 25th August 1871.

Regarding the alleged use of Slips of paper for the purpose of recording the proceedings at Municipal meetings.

~~Reply~~ ~~In regard to the~~ Adverting to the above

19

Marked.

charge Lieutenant Major & Mr Beckett drew attention & the first sheet of the proceedings of the 25th August which are recorded on the back of a printed note addressed to Major Leade by Mr Hayes. By which & this is the first instance on record that the assertion made at a former meeting by Mr. Cruikshank better effect that proceedings were recorded on slips of paper was correct & that Major Leade's denial was false:

20 The paper in question is further attested by Capt. Wayne. Mr Beckett & Mr Whitesides as attending

proof that Mr. Major Searle had written what was written in para 4 Cl. 2 of his letter of the 27th May. His Hon. stated as follows. "On looking at the draft "proceedings of the meeting "held on the 25th August "1871 I observe they are "made out on half sheets "of foolscap paper with "the exception of the first "sheet. (I presume these pa "the proceedings were commenced "and before the Manager "had placed writing paper "on the table & that the "proceedings were being re- "corded at same time."

On examining the letter there can be no doubt that Mr Searle's note was

1167

written on the 27th August. & that ~~the proceedings as~~ it could not therefore have been used to record the proceedings of the 25th at the time of the meeting. ~~Mr Searle explains this~~ Major Searle explains this transaction in his letter of the 27th May & 6th September 1872. & again in his letter to Mr Adams of the 10th Nov. as follows.

He denies that it was ever his practice to record the proceedings on slips of paper. admits it is possible that he may have done so on occasions, but states that he took no recollection of the fact.

that the back of a note from Dr Lazzi had ever been used for such a purpose & on the note in question being shown to him ~~to Mr Scott~~ he could only account for its use by the presumption (he point out that he did not assert as a fact that he had done so) that the ~~last~~ ex proceedings had been commenced before proper paper had been placed on the table: subsequently on examining the date of Dr Lazzi's note he became aware that he

could not possibly have used it for the preceding proceedings at the meeting & that he must have written out the proceedings at his own house subsequently: he points out that the early part of the proceedings of that meeting are confined to certain questions which had been asked & decided at a former meeting & he supposes that for that he may have omitted to record them at the time & that, when asked a few days after for the draft proceedings.

in order that they might be fair counsel for he. however his recollection, occurred ~~to him~~ right words before he was called on to explain it - it is not unworthy

23 Major Leach also brings out that now for many months last, the proceedings have been entered in a book as suggested by Mr. Cruickshank.

24 With Regard to the Ordnance certain that the proceedings were kept in slips of paper & that Major Hawkes denial of the fact amounted in our minds to the

I remark however that the date, 25 Aug^t & all the figures in this document are in the handwriting of the late Manager Venkataroyer Item is but little doubt that he could have cleared up all the mystery regarding these papers had he chosen to do so

Opinion on the case

Masters

by in order that the Hammals filling & weighing Processes ~~that~~ out the forthcoming & can fully ascertain whether a bundle of Tobacco leaves is the accusation / has been wrongly entered on sheet / Last sheets of French Foolscap, in one place only entered as part a sheet a quarter sheet has been used & the word handle bonnet cut short as regards the one piece of paper on which Entries have / not doubt appear in have been traced across Obs: Mr Sayers note, that

been distinctly proved that it could never have been used at a meeting at which Major Lewis explained as given in his letter of the 27 May June 4. Cl. 2 we can only say that we are perfectly satisfied that that was no ground for imputing untruthfulness, that was no justification for concealment & he freely accepted Major Lewis explanation as the natural explanation of the circumstance.

25 The change in para 5. of proposed by Standing Law Committee with the sanction of the Commissioners.

Amounts as a Standing Charge of Municipal Funds.

26 Major Lewis explanation.

re G. O. 19 October 1872

The Statement C. advanced in para 2 of the candidates petition is referred to as corroborative of this charge. It is not asserted that there was any inaccuracy in the accounts but simply that the explanation without some reference was unexplained. Major Lewis admits the accuracy of the statement but pleads that at the moment he was so flustered over his words. there is a column of amounts & that the whole amount, being less than Rs. has not yet been paid by them. Major Lewis adverts to the practice under former

119

~~O. as.~~ Gulia

As a part of this case must be taken the account attached to this Statement called for by Custom Magistrate in order to show that the expenditure under such heads in the last had not been exceeded

~~This Statement was called~~

a Statement was called for by Custom Magistrate at a meeting of the 1st Dec. 1871. to show the sums allotted to each item in the Budget & the sums expended on such items in that statement "Initials" were entered as separate items with an allotment of 750 to this former & 200. to the latter; this allotment pa

this Memorandum & puts in a statement to show that in the proceedings for the expenditure to incurred was more than double that sum sent by Cuttack. There is no doubt that this was unpaid but it was, under the order of 1st: date 1st Nov. 1872: no 1492 wrongly included young unpaid. Be this Continued in future and it is not urged as affecting major heads integrity.

The case alluded to may be taken as included in the proceedings case. ; but major heads does not allow that certain servants were entered & that sanctions obtained

the former had been stolen
while there was a surplus
under the latter head
Major Leake had stated
the two together (under the head of Returns of Stores)
& compared in the joint
items: Major Leake
had stumbled the matter
fully in his letter of
the 6th September Para 6
Cl. 2. he says he examined
added them & he brought
under one head in order
that there might be no
formal complaint against
him & that he considered
he was justified in doing
so. he considers that
there is nothing in this
charge to be altered upon

(on the 8th Inst. under the head of Returns of Stores)
Buckett read "Stores" for "Returns" & "Returns" for "Stores" as in the Minutes of the 8th Inst.

1217

Leake's character but.
it would probably have
been better if under the
circumstances he had
allowed the items to stand
separately in the head they
entered. It is however
open to remark that their
acquaintance with the
facts of this case was so
vague that neither Major
Whitcombe, Major Leake
Beckett could offer any
explanation of the case
when the Minutes Books
& detail of allotments
were placed before them.
Captain Teague subse-
quently read from a manu-
script the comments
sometimes under the two
heads & the expenditure
incurred & affirmed that

n/5
122

In the Sth.

The case of the Bill Contractor Varcainaswamy

30 The case stated in many is of a nature similar to the last: Magistrate it is stated allowed the bills collector to retain bills after a resolution directing them the attachment had been issued notwithstanding Magistrate subsequent statement that bills collector had received the amount from time to time which the Office L263: and forwarded in his possession when he was finally removed the sum above stated was found to have been received in

Since received marked T.a.

Sth position

his two clerks had been attached together by Captain Magistrate in the habeas obtained to which was stated in the custody of the Civil Court. But he was unable to any further of the matter

In reference to the Cash Book
kept in Lecale & Glenadam
it point in hand 4 of the
letter 27th May. There
was some complaint. No
doubt in not conforming
strictly to the terms of the
resolution but the reasons
for not doing so are satis-
factory & the alteration
fail to all that Major
Lecale's character was in
any way impugned by
what passed.

As regards the charge in
para 8. explained in
this para 9 of Major Lecale
letter for enrolled Major
Lecale & Glenadam to be
perfectly natural & salty
factory.

Opinion

allowed
until after
to two Com.
missioners
by Major
Lecale.

allowed
will be see
Cookstown.

In regard to the charges con-
tained in paras 9 & 10 the
Committee had not thought
it necessary to take any
steps in the matter but
decided to entertain
these, as shown
replied to by Major Lecale
in his letter of 9 & 10.

The charge in para 11 has
not been repeated. It simply
stated & was supposed
under high key want for
certain materials.
The matter stated in
the P.S. was settled
at the time by an abate-
ment & received.
It would seem hence
forth a place in a
subsequent Complaint.

34 Gale

35

During his board of the distinct
brought against Municipal
by the two commissioners
& the Resident he kept
& after a few months
on the suits brought
by & against the Municipality
by Mr Ferreira - the Con-
tractor ::

Limits against the Municipality.

36 These suits were three
in number. two were
brought in the Civil
Court at Clifton & one
in the Small Cause Court
at Bellone.

37 The first suit is most
described by Mr White-
side in para 2 of his
letter to Govt. dated 21
Sept. 1872. No 50. it was

34 A few more cases of a
similar nature were
mentioned in evidence
but we hope that those
we have explained will
be found amply sufficient
to enable the Govt to form
a fair judgment of the
whole - we must not
however omit to mention
that Captain Mayne &
Mr Beckett both very
strongly urged that the
evidence of Mr Cruickshank
was necessary to support
their assertions -
They were informed that the
Govt had declined to summon

that gentleman from
Rejoycabulum & the matter
was then dropped. Like
one of Solomon that has
whatever
benefit, as a have resulted
from the Council thereby
hereunto.

decided in favour of the
Municipality & under no
remark from us. a
Number. Copy of the decree & judgment
is submitted.
The second suit is that
described in the 4th & following
paragraphs of the same
letter. It has also been
decided in favour of
the Municipality & a
writ has been issued
by which the Resident has
ordered a stop operation
that is ought not to have
been threatened with -
as Heriche was willing
to compromise:
We visited the building
which formed the subject.

and one of Officers that the Commissioners should not have been justified in allowing the Contractor to proceed with it.

Nothing has the Sheriff. Certain been deducted from it the occasion of any Judgment. 2, as we see it formed, in the debt of the Foundations but the wall on the Eastern side has failed it so and to such an extent that it is only now kept from falling by strong wooden supports. It is quite certain that the roof

at least
a portion of the walls,
~~at door~~ must be rebuilt.
2 that the roof must be
reconstructed or pulled
down thereof.

The Cause & Judgments
marked this not also are sub-
mitted.

41 The Hand suit was brought
by Mr. Penich. to recover
money due & claim by the
Municipality which has
been withheld & owed.
by reason of other
matters. This has been
given against the Municipa-
lity & the Judgment
will be submitted when
received.

127

List of members present at the meeting.
Mr. Kilvert.
Capt. Macleod
Capt. Johnson
D. Fox.
Lt. Col. Cochrane
Lt. Bechett.

Come these proceedings of Local Commissioners which will be inserted when they shall have been received.

at which the Municipality was formally discussed:

From all we could gather we did not find that the Municipality was in accordance with the rate payers in Selma than therefore we were compelled under our oath of office as Local Commissioners to adopt those measures which we considered necessary for the welfare of the Municipality.

a resolution was passed by the commissioners stating their regret that they had been obliged to vacate the Post.

We did not think it necessary to take any detailed statements from the Commissioners on this point. As sufficient had been given in the Evidence on enquiry to enable us to form a tolerably good judgment upon it: The loss in Selma the different works attended with the Conflagration, as well as the town & public hall a meeting of the Commissioners at Mississippi

44

There was a tolerably uniform
house & pressure of disease
in the Trade Use. which
the Commissioners have
found great difficulty in
assessing fairly, their
assessments are formerly
made by a single individual
Inspector, under rules framed
by Mr Whitwicke; the town
has been subdivided into
three parts each of which
is under the charge of his
Sanitary & two Inspector Com-
missioners, the assessments
will probably be more satis-
factorily carried out under
this arrangement & until

the Watermans
& Publ. Analysts
Publ. Johnson
& Dr Fox.

he would not recommend
any change.
There is a very strong feel-
ing amongst some of the
Commissioners as to the
manner in which the
Resident has been in
the habit of conducting
business. Mr Hall Smith
& Mr. Whitwicke has alone
had access to information
supplied by individuals
Members without the
knowledge of the Commissioners
as a body & they felt that
in so doing he has dis-
pensed their body of the
independence which by
right she belong to them

129 A

~~We would ask Government any~~

~~thought.~~

Lighting

The lighting of the town has given great satisfaction to the people & attention capable of improvement seems to be paid to it. We consider

Constables.

We regret that we cannot say the same of the Constables. many which appeared to us to be very deficient. The Latrines are few in number & often but to judge from the state of the Streets, & Lanes & watercourses in the early morning even these cannot be used, the positioning of some of the Latrines & urinals is

objectionable, we observed one
of the former, an old one, still against
the entire walls of the old
Christian Cemetery, & one
of the latter against the
wall of a Mahomedan ~~Good~~
Good. Besides enclosure,
another against the wall
of a private house was most
offensive to the neighbourhood
& formed a ground of complaint
to the inmate.

The roads are well kept. Roads
& well supplied with side drainage
drains. But, owing to a want
of real systematic drainage,
many of these latter dried
away off the ~~drainage~~ water
The position of the town is

such that without a
well considered system
of drainage it will always
be liable to damage from
flood after heavy rain.
~~& the stagnation.~~ ~~& thereby~~
We venture to recommend
that, early steps should be taken
with this view. & would refer,
first of all, to the wise
economy in town & country,
in town & country, and
practical, & thoroughly efficient
system of drains.
One or more large collecting drains to & subsidiary
be required to carry off
the ~~floods~~ water which flows

Of the hill-side into the town; at present the streets run from that direction & are converted in torrents, at times almost impassable. We have no means of testing the purity or otherwise of the water. But there are no complaints about it.

Water Supply

50

Market.

51 The Market building is large & well constructed but it is not so well situated & as might be wished, it appeared to us, that it was unnecessarily spacious. It is at present rented at 2 stamps 15 per cent. on the

Floods in August.

52 We were informed that during the heavy rains which take place in October the floods from the streets which run through the town, headed in by hills, cause very great damage in many parts of Bellore. The water way being insufficient to carry off the flood-water it inundates the compound &c. round the cutcherry & carries away part the portion of the roads. A bastial would be

We inspected the works of the Phila Lines Rd as the buildings have been taken over by Govt & are now undergoing repair by the D.t D.e Works. They do not call for any remarks

Attempts have been published by engineers a bund for the purpose of diverting the Main stream from its present course & turning it into a large tunnel near the Central Jail; the fund across the stream is worn away by temporary & heavy inundations if we cannot but think it a common observation that it is not calculated to withstand a heavy flood & that, the first way, the town & Jail will be liable to a repetition of the flood of last month.

21
133

Letter [illegible] the subject of making [illegible] some communications [illegible] the Commissioners -

Having so far detailed the proceedings at Lahore we beg to state that the Conviction left on our minds, after having attended all the Meetings of Mr. Clutterbuck. Capt. Mayne & Mr. Beckett the fullest Opportunity of ascertaining by Evidence the statements made by them in the Civil Court at Cloister in which Mayn Lewis Cuccibitty, as that the Goi-

dence originally fails to
justify those inferences. Nor is there a
shadow of proof that in
the acts brought forward
against him, Magistrates
was prompted by wrong
motives or want of pecu-
niable.

We consider that Mr. Mill-
ers evidence is an enu-
meration of certain in-
ferences derived from false
data and information
supplied to him ~~[illegible]~~ by
Messrs. Thorpe & Bethell &
by the late Mr. Taylor Bankster
Town, he appears to

have been misled by subtle
misrepresentation of occurrences
which took place before he joined the Institute
in the first place, to have
adopted them as truths &
to have made them the
basis of his accu-
sations against Magis
trates.

The deposition of Sutcliffe
Hoyle forms a tissue of
Contradiction, admissions
of falsehoods & underhand
proceedings & in therefore
utterly worthless as evidence
Captain Magnes evidence
conveys to us the conviction
that he has been prompted
by an unfriendly feeling in
impugning the character
of Magistrate. In proof

of which he defended on the false representation & Embezzlement, the strongly biased testimony of Mr Ferrick & the subpoena of Mr De Mott - who manifestly has borne malice against Major Leavle since he began ~~fifteen~~ sixteen months ago to search the records for facts which Mercantile might pass criticism &

~~Major Leavle~~ - that gentleman

56 Has been shown in evidence that certain Major Leavle transactions with Mr Ferrick, accepts pr. R. 231. which he at first declined & Mr Ellice having been subsequently shown, that he was cognisant of the underhand manner in which these accusations against Major Leavle had been forged and privately he has utterly failed to substantiate the imputations current in his statement given on oath before the Clinton Court. in which to Major Leavle credibility= We feel that we need not be wanting in duty - were we to obtain from charity attention to what appears to us the highly injudicious action on the part of Mr. Whitcombe in having, at the juncture, when a reference

had been made to Govt. & while certain
~~Certain~~ suits against the
Municipality which were
pending, had been specially
reserved by Mr. Whitcher ~~to~~
~~Retain office~~ defend, besides
~~Retained~~ ☆
an appeal to the Privy
Council, were pending, & among
the Causes & Mr. Perkins
~~in Contribution~~ with his
~~Appeal~~ by giving
him Contract Works in the
Ami Jaghire securities 4000
Rupees & in sums advanced
to him on his simple per-
sonal security Rs 300. in
each of three separate works
together with 80 R. in a
minor work in the Chittar
Wtalk 980.
Talook - & with the Coorg

[illegible] 136 37
object & letting him on his
bye again & [illegible]
[illegible] bill for Rs [illegible]
to [illegible]
[illegible] advance [illegible]
exceptional [illegible]
& would [illegible] be allowed
to obey & upon the Mr.
to Mr. Whitcher, one
of his [illegible]
account & this time with
as prior on his additional
statement & bond if he
shew to decide whether
under the circumstances
it should have occurred.
~~should~~
would feel it our duty
to point out that at
the Commencement of

of the proceedings Mr. White
took & hence appeal. That
he had written a letter
dated 29th October offering to
some documents filed
by Clinton & disowned any
intention of affecting in
any way Hendes character
but it was he seen from
Mr Kellalls statement that
Mr White while undisguisedly
desirous to screen his client
that Major Leake was capable
of making away with those
documents which are
subsequently found in
the Civil Court of Clinton.

In conclusion we deem
it our duty to recommend
that the name of Capt.

Bundle
W

137

Major & Mr. Beckett shd
be removed from the Civil
& Municipal Commissions
of Leleve. The element
of discord which their
presence appeared having
been withdrawn. we
see no reason why
they should not
be reinstated.
of Leleve should not.
be administered as far
as previously as those of
any other town.

Rafters

We have the
honor &c.
&c.
&c.

13

Letter from
Major Lewis
&
Ad Montevide
6th Sept 1872

No 390

by Captain Mayne

Questions ~~to be~~ put to Capt. Lee Lind ~~my~~
enterp.

140

1 Were you present at Bacolongo
of the Municipal Board when you
have heard Major Lewis speaking
to me in an abrupt & uncourte-
ous manner

2 Have you at any time spoken
to Major Lewis as to his manner
of addressing me at the Meetings
of the Municipal Board.

3. Have you at any time stated
to any person in Bilbao that you
did not approve of Major Lewis's
discourteous manner to me at
Municipal Meetings.

4 Were you present at the
Meetings of the Municipal Board

on the 21st July 1871 & to the best
of your Recollection how was the
Proposition worded at that
Meeting regarding paying Masonry
works to Mr Francis

8th Nov 72

Nov. 84

Captain Maclaud. 42nd
Vs. Pr Captain Meyer

1. I have been present
I can call to mind
one occasion when
Major Lewis was
what I am called
in to [illegible] breach:
to form a [illegible] Lewis
Major Lewis to [illegible] Lewis
on the occasion
I was [illegible] at
I thought Captain Meyer
Major to Major Lewis
had been visiting in the
afternoon. I [illegible]
that on other occasions
also Captain Meyer &
Vs Declts [illegible]
been then visiting to
Major Lewis:

2-2. I do the best of my recollection I never spoke to Mr Cain Leader on the subject until three or four months ago.

23. Mr Atwell

2-4 I remind. ~~Mr Cain~~ call to mind the date - but I received the preliminary advice to - the proceedings & was stated I was present.

I do the best of my recollection Mr Fenwicks was called in at my suggestion and asked if he would take over Mr Cain's works above 20 Nubers & be paid at Municipal Rates - there was a

good deal of discussion & delay taking at the meeting. We finally agreed to take the work & until quite recently when my attention was drawn to the proceedings as published in the District Gazette. My impression was that he had made an work above 20 Nubers to Mr Fenwicks. I was under the impression that Mr Fenwicks did not wish to undertake works below that amount. He came but I had not since undertaken any works below that amount but

I cannot state positively.
I do not recollect any
definite declaration
being made - but the
impression in my mind
was that the expression
was in words to above
20 Miles.

I see by the Proceedings that
matter passed was
made by Mr Jervis on
that date - I recollect
the fact of Mr Jervis
visiting & take the Road
but I cannot say at
what meeting the report
was made -

Capt. Macleod
Wrs for Capt Boyce
144

By Counsel

I was present at a meeting about a month or 6 weeks ago
at which
accounts laid. a Statement of the
opinion of the Committee
Engineer Mayne Leade
was read - I cannot
say that opinion:
I have seen Mayne Leade in his Office
Lucifs as his Professional
& act & otherwise than
with truthfulness -
By Mayne Leade
I attribute the state of
affairs in the Municipality Chiefly to the
hesitant subservient Conduct
of Captain Boyce
& Mr Jervis,

to their continuously being
forwarded daily matter
of detail in which they
were of opinion that
Major Lemb was incidentally wrong; it appeared to me in fact that
their chief object was to
keep forward some matter
in which Major Lemb
personally
in any time appeared a head
been supposed to have
erred. I also attributed
it to want of support
from the Resident
in acceptg information
through other channels,
than that of the two Resident & Commissioners as
a body. This is simply my
own opinion on which I offer
with reluctance.
I enclose that the letter
addressed by Captain Meiz
Mr. Bridges & his Resident
dated 16 Augt 1837 No 60.
is an instance of what I
have said above.
I have been addressed
through the Commissioners
as a body & not directly
to the Resident.
I also think that any
mistakes that may have
occurred in how supposed to
occur should have less
later & explain to at the
time of their occurrence
& not keep for upwards
of a year & then brought
forward.
I do not consider Mr Bridges

have been kindly listened to by the Commissioners. On the Contrary I think he should have found in our Chief - as Commissioner kind we acceded to all Mr Ferris's demands.

I refer especially to the suit brought against the municipality by Mr Ferris. The Recent official ~~decision~~ with the municipality - as regards the suits but I confess the opinion of the majority of the Commissioners was sufficient to determine the course of action in the case -

I consider that Mr Ferris did not give satisfaction

in the Discharge of the Commissioners duties and the orders entrusted to him.

~~I do not think it necessary~~

~~to trouble~~

I wish to draw to my Lordships notice that there were several occasions on which Captain Deane brought forward several useful suggestions & suggestions.

W. Kelsall

2. To what do you attribute his unfortunate state of health during the last winter?

I think, in one way, that the affairs of the Municipalities

to Mr. Beckett -

I think the subject of the Resident has not been fully given: I allude to the fact of the Residency receiving reports & complaints from the ai municipal matters direct instead of existing that all should come through the Channel of the Vice Resident & Commissioners. I am not speaking of my own experience since I have been Vice Resident but from the general complaints &c =

I thought & the letter of the President in a general letter the state of feeling amongst the Communications on the

about point & since that time there has been no alteration in the cause -

~~I took this at the~~

It was agreed amongst the Commissioners that it would be better to address the President in general form than to place any restriction to the Vice-President in the communication that I wrote =

I have seen no need any thing otherwise in Major Leslie's since I joined the Residency in July last -

I recollect on one occasion Captain Magrath made a remark that any

calculated to give offence
Mr Bechelli's manner was
also unsuited to expect his position
either: there two
members have only ad-
dressed two or three
meetings since I have
been here.
I should consider that
Mr Ferriers has been
badly treated by the
Commissioners: & esp
in his making y New Cem-
tonment Roads. in which
I think it was an error
of judgment to withhold
his assent. - I c on
that point the S. C. com
has not decided in ei
J. i I should

2 Mr. Kelsall. - fr. 150 [57]
Leeds

I had a conversation with
Mr. Whitside in which
before I joined in which
he said the appointg of the
Police Magistrates
in my ward should be vested
in the Municipal
Corporation
he referred to some circumstances
in which time and loss
of valuable property
might be attributed to the
management in the
part by Magistrates
The Act. Manager, Leeds
Mayor should be Magis
Leeds Borough
borough in Mayor
or Aldermen. some person
in the Municipal Office
with the Clerk of the
Mr. Whitside & Wilson

head Surveyor that the
Work ceased. for the coming
year said Mr Thompson. My
time will then Count as
addition
2. y Count.
Since this matter in Court of
Session has been decided
against. Mr Stuart side
has often written to me
to the effect that our
Friends had been handy
used & asked me to do
any thing I could in him,
he suggested his employ-
ment on Local Fund
Works. As far as I can
recollect. I said I knew
he did not like this
assistance. in Stanley
again. without reference
to any particular work

my reason for expecting
assistance was that
he had lost an hundred a
his cases & was in poor
circumstances as the Local Fund
Works can only employ
not under this circum-
stances. I thought
I could be
necessary employed on them
if his L. H. Services ad-
journed as regard him
self. I think
Local Works
It would
Public Works
Commissioners. I thought
this
necessary
sufficient substitution.
Queen Views Mayor
Lands in his Estate

of the President. I
the communications of letters
and otherwise there
will be truthfulness &
honesty.-
The Extract from the
Proceedings of the Convention
now held in Charles 24th
Feb. 72. shewing
their appointment &
the seal & signs of
your Lodge during the
time he filled the office
of the President. is
a true Extract of the
Proceedings. I believe
that the remaining letters
Commissions also will
be present at the time
fully concurred in them
had they been present.-

marked

3. Mr. Selbach. for Mr. Main Lodge
152

I wish to state that the
reason why I took no action
in the information given
me by Mr Whiteside in
Lodge Selborne Sundays in
the complaints laid
the circumstances complained
of had occurred a year
ago & I believed they had
all been disposed of.
& that they were known to
the public at the second
last quarterly inspections
should occur again.
The impression conveyed to me
both in Sundays & when
I was told Mr. Whiteside had
the complaints in charge
seemed & wished me to
my capacity to guard
against the repetition of any

irregularities - had I known
that any enquiry into such
occurrences was to take
place. I should have declined
to listen to anything in the
absence of the two Residents
From my present knowledge
of matters I think that
the course adopted was not
straight forward.

I was the person who first brought
suspension & afterwards the
his dismissal of the late
Manager - on his grounds
at a meeting in the August.
Major Leach ~~had to have~~
~~was first~~ made some remarks
about the order to omit
a portion of the Proceedings
& was explaining how it was
he had decided doing so.
he said, so far as I recollect.
upon his recollection of the last Summons
that he had called the

Manager who had told
him the same that
he had been written to.
the Collector stating that
he had not come so -
I then said "Major Leach
I saw an order in your hand
writing to the Magistrate to
commit Lund & the Process
issued" the Manager stood
up - I think three months
ago - The Manager was
then called into the room
& when I presume him as
to why he had denied it
to Major Leach when he
had shown it to me at
least 3 months before
he said adding that
he had told an untruth

Hall's

Mr Kelsall

last Paragraph should
stand the numbered 1st
Consulted a Physician
during which he had advised
him to take the Bath - &
that he had therefore shown
the rest to Mr Leale
on a subsequent occasion.
It was on this that I told him
he should be dismissed -
at the next meeting he withdrew
his ~~statement~~ assertions & a
written statement which
I had known that he should
be recommended to the Resi-
dent for dismissal -
His dismissal was confirmed
by the President --

4 Mr Kelsall

154

Soon after I came here
I sent for Mr Jervis & kept
him at his duties with
him stating to me if he
was willing to effect a
Compromise: he agreed
to his Confinement Rooms
I thought this unpunish-
for two months had
been undertaken with
old & I therefore agreed
at the next meeting a
resolution that the
money should be kept
to him -
In the Slaughter house
transaction he was unable
unwilling to accept any

Contravene. Sent by
sub payment. I
thought, in the first
instance, he had been
unduly elated in his
own statement of the
facts. but, on hearing
his other side also
I chanced my opinion-
Mr Hendley kept back
several important facts
from me... one being that
he failed to state that
his contract time had
expired before the Mun.
Commissioners ordered
that they were not com-
with the contract and
pay him for the work done
at municipal rates -
another point he omitted
was that the foundations
had been examined by
the Commissioners Engineer
before he commenced to
lay the impression that
the work had been ex-
peditiously stopped by
Mayor Lamb without any
reason
Mr Hendley is petitioner
Cabinet. & in Cabt.
he has had access of
access since I have
been here. he owes
me as per Collector

12 hundred cent pr his house
pr week, at his discretion
of his Clerks, I should
admit as I think. which
under the second instance
I instructed on his leaving
the country instalment -
he had one instalment
of 60 Rubles about 10
days ago -
The total debt is now
about 180 -
Referring to what I stated
above. (sheet 2) regarding
a conversation between
me & outside & myself
at the Municipal Office
last week
when looking for some
papers. I have further
to state = There are

5- Mr Kebbah 11 pr Lucy in
dead

the other convictions
present. It was Tuesday
week. 29 October
I was sent for & asked
if some other papers could
as they were needed for
the Enquiry - I said
they had been sent to
the Civil Court at Chilton
& had not been returned
to me as I knew.
& Whilst I said he
had obtained from
the Judge that all papers
had been returned
& that therefore they
must have been taken
away out of the Office.
I disclaimed all knowledge

bility to stay had not been returned to me - after that. There was some desultory conversation & Mr. Whitcombe is speaking about them caused the impression that ~~he was~~ [illegible] left. My attention of them was appearance was that they had been taken away by Major Searle. I said it was conceivable that any thing of the kind could have happened. I do not know. I know that Major Searle was here both the night after returning from Clifton.

I said I knew nothing about the papers. I had seen them since they had been sent to Clifton I said. There are no documents in my possession belonging to Major Searle but there may be some there belonging to other clients.

There are 4 documents.

1 Mr. Sykes' letter

2 Proceedings in Court 21st August 71

3

4 Major Searles both of which I the Receiver.

a memorandum of this papers are given to me. I credit Major Searle & he had those & retained & he handed documents: also to the Civil Court.

Note: As a fact these packets had been left the Court. They were given to Whitcombe the following day on the return to Clifton. G.S.

I also asked Mayor Leach
for any letters connected with the Municipality that he might have
in his possession =
Mayor Leach replied
that the first three
papers were not in his
possession - but the
book of orders & the
Minutes he was willing
that he should look at
private book left
for his own convenience
& that he ~~should have them~~
~~left the~~ declined
to give it up:
Mr Whiteside then told me
whether the papers were
found or not - I have only
seen him once since I have
no discussion on local matters with him.

Pr Kelsall.
February 1st 1858

I first saw the Municipal
Council Minutes
formation from an official Communication
& not through the Mayor
Course. that. &
Commissioners forwarded
to him the minutes
of the different. Meetings
held in the Town.
& that the Municipality without Communicating with the
other Commissioners
Board & the Municipality
forwarded the letter

Ihr Sanitary Commis-
sion in Memphis
Ihnen ist bekannt die Commission
hat ~~[illegible]~~
~~[illegible]~~ [illegible]
of the Mind should not
have been taken by
Ihr Commissair in Memphis
Ihnen Ihr Benehmen
[illegible] mit. —

Wm P. Maynard
Lewis.
160

Dr Sir.

I have been associated
with Major Lewis in
the Selma Commercial
for about 18 months.
I am acquainted with
his accounts that
have been made up since
his credibility -
I think the amount
due by the
Lewis to me
is about
Dollars
Have no cause to
believe that Maj Lewis
has been guilty of un-
truthfulness -
I have known Major
Lewis to make ~~an~~
various statements
but I was
simply from positive

the occasion was.
~~the~~ there was some
dispute at a meeting
of the municipality respecting
the form of receipt &c.
Fenwicks was to give
the money ~~advanced~~
paid to him. I asked
Mayne if order
had been given to the
Manager only to pay
Mr Fenwicks on his giving
a receipt in a certain
form - Mayne
was busy writing the
proceedings at the time
I entered him. he did not
appear to take much notice
at the time but he answered
to the effect that no such
order was given. in a subsequent
conversation the Manager

showed me a copy of the
order directing him not
to pay unless the receipt
was signed by Mr Fenwicks
as Fenwicks & Co a Fenwicks
Dog cart Jacobs & Co.
I can not remember the exact
terms. I took no particular
notice of it at the time.
I was annoyed at the
writer showing it to me.
I was about to give up
he brought it to my office
to show to me. Somewhat
I spoke to Mayne. Somewhat
words about it -
Mayne said to me that
he must have misunderstood the question as he
was of opinion that Mr F.
should not be paid unless
he signed in the manner
directed -

Fenwicks writes the Receipt

when I saw the order that I was aware of the inaccuracy I do not consider that Major Leake could have had any object in misleading me. I consider Major Leake's integrity as good as any other officer's - I did not consider the inaccuracy above stated as in any way affecting Major Leake's integrity.

I was present at a recent meeting when a letter from Major Leake was read. I concur in that letter.

I was annoyed at the letter showing me the order because I thought it an unfriendly proceeding. I have made

D:702

had taken away from me in the same way I was the writer came me most- [illegible] I handed the paper back & told I think he saw I was annoyed- he was present at the time when Major Leake came the reply- The writer was not cautioned by me to bring this matter forward-

I attribute the present state of affairs in this Regiment to the ill-feeling that has amongst some of the Members of Lt. Col. between Captain Mayne Mr. Beckett & myself- as much as to the manner & conducting business by the Friends unless he [illegible] Meeting

162

President, to his mind
I see nothing information
elicited from all this contained
& throughout the Rio Neri.
Report & Correspondence.
There is I think a feeling among
the Commissioners that we
are looked on by the President
in the light of subordinates
& not as independent Gentlemen. I do not wish
to state that there is any
want of courtesy on the
part of the President but.
I think the feeling which
I think is shared by some of the other
Gentlemen however that he
dislikes any acting as more
than ministerial when it
runs counter to his.

By Major Leech.

I cannot but say that
in which Major Leech
treated his Colleagues
in a body with his conduct

I think when the distribute
is worthy of a personal
nature.
I think the accusation
must have been made
have been promoted by
personal animosity.
There is quite a matter
of opinion.
I think his language
is fairly parliamentary.

additional statement
of Dr Fox submitted
in writing.

Until I received an explanation
from Major Searle regarding the
order he gave the Manager Mr
to give the cheque to Mr Fredricks
unless he signed as "Fredricks Jaegiah
Macdas & Co," I considered he had
given an inaccurate reply, but
since that I have been perfectly
satisfied that it was only an
inaccuracy on the part of Major
Searle founded on his not having
correctly understood the question I
put to him, and his being under the
impression I had asked him
(as he states he must have done)
whether he had not given an
order to the effect that pay.
was to be withheld from Mr
Fredricks unless he signed "Messrs

Deputy Surgeon Johnson.

Fort St. Clair

I attribute the present state of affairs in this country to the manner in which the Mexicans carried on the Commissioners. The Mexican Commissioners in private information stated that the Indians ascertained the correctness of the information given them by the Mexicans & Commissioners by seeing both sides of each question & then deciding as they conceived

Deputy Surgeon Johnson.

Fort St. Clair

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Lubecke & Co only

W. L. Fox
Asst Surgeon

Bellaire
10th November
1874

the Recorder stated in reply that
in his instance the Commissioners had increased
an Advance of 1000 Rupees
for taking the Roads of the
Town & that a further
sum of 500. was about
to be laid out on the
Sonnagunta Aqueduct=
that was for a full & complete
survey of the Town
including Roads & Pre=
servation of the Banks:
& the proportion had
been made agreeably the
Sanction given ~~to~~ Funds
in many months previously.
that the Recorder explain
& the Commissioners
that the Vice Chancellor

Collr
21 June
24 June

In words have decided contrary
information & the
remarks in the Proceedings
regarding these Tolls
& not have been made=

I mention that Major Evans
as Vice Recorder did
not receive instructions
from the Recorder=

I mention that the Commissioners
have allowed petitions
in addition to those
to all Roads of
the Municipality within
their jurisdiction=

I thought Major Evans
manner that the Recorder
had acted correctly=

I have &c. J Thomson
Vice Chr & Collr

of public responsibility by Captain Cooper & the Bechell Station Victualling. If they had taken the trouble to enquire into some of the subjects upon they were interrogated they would have had occasion to bring them before the meeting. I do not consider that Mr Reeder has given satisfaction to the body of the Commissioners in the way he has carried out works. I do not think they will employ Messrs Cairns again. as he has failed in foreign contracts & has no Capital. He built the Slaughter house & in the course of the

2. Capt. Johnson

Town & the Commissioners & the Mail & the Market the two latter have always been left in a few days after the work there - he said also in constantly a Quarrel.

I have been associated with Capt Johnson since the Commission about 18 months.

I have never known him act a part else than with the fullness & integrity the Office requires & that of his by the Commissioners as reasonable.

I remember the meeting of the 1st July 1871.

There was considerable discussion about the

Works to be given to her
friends. but I do not
recollect any resolution
of any kind being passed
at the meeting. ~~I think~~
the general intercourse of
that Mr Fenelon was
to have his literary works
above 20 Numbers.
No prohibition was made
by me to the effect that
had been made it
was been recalled -
I do not think that is
any ground for the assertion
that I have been made to
the effect that my name
was unworthy of credit.

if any subscribers above 20 Numbers only were to be given to us Gratis

W^m for Major Searle
Castle Island

1

169

Colonel Balcarres.

Commanding
Before.

Major Searle has been
at Quebec above 18
months. I have been
there during that
time:
I know nothing objection
against Major Searle
either as regards his general
conduct or as relates
his integrity.
His conduct has always
been such as to merit
my approval.

Cutts & Canal

Colonel
Butterfield

12

Sept. October 28.

173

Read 5 p.m.
28th Oct.
Forwarded.
1. Engrs.

My dear Sir

I have just received the enclosed from Colonel Butterfield. You will observe that he says the Secretary of War wishes the Canal to be commenced immediately. I cannot see

Lt. Searle
Engrs Staff Corps
For information

Wellsea. 17th Oct 62

172

My dear Mr. Archibald

With reference to my last letter Mr. Jones and the subject of my resignation of the Appointment of Vice President of the Wellsea Committee I beg to enclose an Extract from

Dec. October 28.

173

[illegible] T. Searle

[illegible] Staff Corps

For inform[illegible]

Sunday. October 28.

173

Hon. Chas. Ellis.

Dear Sir

I have received your letter & commence work tomorrow. But I have a letter from Whitewick & the object that it will be impossible to produce the original documents so soon. You may & the most important of any & the most important documents are filed in a suit before the Circuit Court for Kennebec & which is to be tried on the 10th inst. & others are in the Circuit Court: I have not yet received the correction.

accord his orders up to yesterday. but had made all preparations to start immediately they came. Ibrahim says it may be days before he receives & send for Cairo. Hamdi from Bisyatan!!

Botanic

Yours sincerely

S. Monteith

Under R. S. Sec
C.B.

14

Letter from
Major Searle
&
Lt. Hamilton
&
Col. Bolton

Extract from the Minutes of Proceedings of the Commrs. of Vellore at a Meeting held on the 24th. Sep. 1872.

× × × 175 ×

XIV "The Commrs. regret to learn that Circumstances have compelled Major Searle to tender his resignation as Vice President, and desire to place on record their appreciation of the zeal and energy he has displayed in the last 18 months as Vice President of this Mn.

True Extract

J. Cruickshank
Acting Vice Presidt.

To.
Major A. T. Searle
Madras Staff Corps
For information

87

Judicial Depart.
176

Proceedings of the Madras Government.

Read the following papers

From the Board of the Munl. Commrs. with Vellore enclos. — dy 15 Augt 1872 No. 39.

From do do with do — 22d — " 43.

From do do do — 21st Sept — " 50.

From the Deputy General — — 11th Oct — " 299.

Order thereon Bd to be commund 19 October 1872. No. 1422-5

In the first and second of the letters above recorded, Mr Whiteside, the President of the Vellore Municipal Commission, has brought prominently to the notice of the Government the defective administration of the affairs of the Vellore

Mr. White dissenting

Municipality during the period that Major Searle has been Vice President and on that officer principally Mr Whiteside affixes the responsibility of this mal-administration.

2. The principal defects brought to notice are:-

(1) The large expenditure incurred by the Vice President on works for which no Estimates had been prepared and sanctioned by the municipal Board

(2) The insufficient manner in which the municipal works have been executed.

(3) The unnecessary litigation

the working of the Municipality should be ensured that no cost whatever being made in it & this order as regards the irregularities alleged.

in which the municipality has been involved. 177

(4) The irregular manner in which the assessment and collection of the municipal taxes have been conducted.

(5.) The violent dispensions that have prevailed in the Commission, which owe their origin to the overbearing manner and irregular conduct of the Vice President.

3. Mr Whiteside as President of the municipality unhesitatingly asserts that in consequence of these defects the municipal Administration of Vellore is most unpopular with the rate-payers, and that it is

is absolutely necessary that
Major Searle should cease
to occupy the responsible post
of Vice President.
4. The representations made by Mr. Whiteside by writing to
the condition of Mu-
-nicipal affairs brought to
notice by Mr. Whiteside and
as serious that the Right
Honorable the Governor in
Council would have deemed
it advisable to direct
a searching inquiry by an
Officer of experience unconn-
-nected with the Municipality
and before whom Major
Searle would have had
the opportunity of defending
his acts as Vice President

which are so gravely questioned
by Mr. Whiteside but which
have received, it is observed, the
continued support of the
majority of the Commissioners.
But this course has been
rendered absolutely necessary
by the incidents which have
marked the trial of a recent
suit brought in the Civil
Court of Chittoor by Mr.
Fenicks against the Vellore
Municipality. These incidents
are given in detail in the
letter addressed to Govt
on the 21st September last by
the President of the Mu-
-nicipal Commission.

The

officer in writing to the President, and in regard to which charges Major Searle had furnished the President with a detailed explanation.

6. Mr Whiteside states that no opportunity was afforded to him for explaining the grounds upon which he made his statement impugning Major Searle's credibility as a witness.

7. From the letter addressed by the Acquitant General to the Secretary to Government in the Military Department above recorded, the Right Honble

1888

Honorable the Governor directs Council observes that Major Searle has requested that an opportunity may be afforded to him of meeting the serious imputation on his character contained in the evidence of the witnesses above described.

8. Under these circumstances the Right Honorable the Governor in Council resolves to direct that Mr Thornhill, member of the Board of Revenue, will proceed as soon as possible to Vellore and make a searching enquiry into the administration

administration of the Vellore Municipality, during the period that Major Searle was Vice President. Mr. Whiteside, Captain Magne and Mr. Beckett will be called upon to substantiate in the first instance the statements made by them before the Chittoor Court, in respect of Major Searle's credibility, and they will also be called upon to furnish evidence in support of the accusations and reflexions on Major Searle which are contained in the correspondence before the Government, the whole of which will be communicated to Mr Thornhill.

9. The fullest opportunity will be afforded by Mr. Thornhill to Major Searle, for referring to this correspondence and to the records of the Municipality of which Major Searle has resigned the Vice Presidency.

10 ~~The Right Honorable the~~ Governor in Council thinks it very desirable that in the conduct of an investigation so seriously affecting the

Major Searle
Vellore Mutiny papers

the character of an Officer
of Her Majesty's Army,
Mr Thornhill should have
the assistance of a Military
Officer of experience, and
resolves to request His
Excellency the Commander
in Chief to nominate an
Officer to be associated with
Mr Thornhill in the duty
assigned to him.

I Recommend that
Colonel Fletcher Comdg
of 17th Regt & be associated
with Mr Thornhill in
this Inquiry -
28th

In Mss

1. Mr Thornhill Esq. — order 19th Inst. dispd 19th
Communicated to the Military Dept 29 X 7
in print 5/10
2. The President of the Municipal
Commission Vellore
order dispd 19.
3. Major Searle — order in Mss 19th.

28 Octr — Printed copy of the Proc: sent to Mr Thornhill
& President Mr C. Vellore
Two additional copies forwarded to Mr Thornhill
with opinion of his Majesty — 5 Nov 1833
Two copies sent to Lord