M.R.O. 1—30,000—16-10-23.

MADRAS RECORD OFFICE.

Government of Madras.

Judicial **DEPARTMENT.**

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13-18

Dated 24—9— 1923.

Not to be folded or roughly handled

Read the following papers.

No. 13. From H. D. PHILLIPS, Esq., Commissioner under Act 37 of 1850; to THOMAS PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated 12th September 1859.

Adverting to the Order of Government, by which I was directed to proceed to Vizagapatam, for the purpose of holding an investigation into certain charges to be preferred against Mr. C. W. Reade, Agent to the Governor in that District; I have the honor to submit a record of the proceedings held by me on the four items of accusation received from the Government Prosecutor; the original papers by which they were supported; my notes of the evidence given by the witnesses who appeared for the prosecution and for the defence; a written defence made by Mr. Reade, and four original papers appertaining to it, as well as a *printed* defence received from Mr. Reade's Counsel the day I quitted Vizagapatam.

It may perhaps be informal on my part to become the medium of laying before Government the last named paper, especially as it contains the record of certain arguments used by Mr. Reade's Counsel, which do not appear in my written proceedings. I have marked the part to which I refer by a ~~marginal~~ ink line and beg to explain that as, with that exception, the printed paper is a counterpart of the written defence, it has appeared to me that the time of the Government will be saved to a certain extent by bringing the printed paper under perusal.

I also beg to transmit a Minute by myself, in which I have, as briefly as possible, stated on what grounds I am of opinion that Mr. C. Reade is guilty of the four acts imputed to him in the charges laid before me.

Proceedings held before Mr. H. D. Phillips, Commissioner under Act XXXVII of 1850, *for the investigation of certain charges preferred by Mr. W. Holloway on behalf of the Government of Madras, against Mr. C. W. Reade, Agent to the Governor of Fort Saint George at Vizagapatam, and Collector and Magistrate of Vizagapatam.*

The Commissioner reached Vizagapatam on Monday, the 23rd August 1859, and on the following day, on the requisition of the Prosecutor, sent to Mr. Reade a Notice of the character required in the closing part of Section III of the Act above quoted.

This Notice was at once acknowledged by Mr. Reade in a letter addressed to Mr. H. D. Phillips without the designation "Commissioner;" but on the day following was "formally" acknowledged, with an intimation that Mr. Reade had just received information of the appointment of the Commission contained in the Order of Government, dated the 15th Instant, Mr. Reade added, that as he intended to employ Counsel, he presumed that time would be given him to admit of his arrival, and that he would not meanwhile be called on to answer any charges which it might be in contemplation to bring against him.

In reply the Commissioner observed, that it would be premature to state more, than that it would be his duty to give consideration to any application on Mr. Reade's part which might be made at the proper time, and for which reasonable cause could be shown. In thus shaping his answer, the Commissioner had in view Section XX of the Act and the circumstance, that before being called on to plead to the charges likely to be preferred, Mr. Reade was entitled to a delay of ten clear days.

On the 30th August, the Commissioner received from the Government Prosecutor the items of charge, four in number, which that gentleman had prefered against Mr. C. W. Reade, a list of the witnesses and documents by which they would be supported and a Notice for service on Mr. Reade, requiring the production by the latter, of a letter to himself from the Rajah of Vizianagrum, dated 9th June 1859.

On the same day, the charges in question with their accompaniments, were communicated to Mr. Reade by the Commissioner, with an intimation that the proceedings of the Commission

would be opened on Saturday next the 3rd of September at XI o'clock A. M., at the house at Waltair, recently in the occupancy of Major Russell, 46th Regiment N. I.

For convenient reference, the articles of charge are entered below, together with a list of the witnesses and documents bearing on them:—

Mr. C. W. Reade, Collector and Government Agent at Vizagapatam, is charged:—

"Ist. With having in a letter dated 7th June, addressed to the Private Secretary of the "Honorable the Governor, in substance stated that, except as a temporary accommodation, and in "ordinary interchange of civilities, he, the said Mr. Charles William Reade, had never had on "loan any Horses, the property of the Rajah of Vizianagrum; and having further in substance "stated in the said letter of the 7th June, that, with the exception of the instances mentioned in "the said letter, he had not at that time and never had had any property of the Rajah of "Vizianagrum on loan; whereas, in truth and in fact, and in breach of his duty as Agent to the "Governor of Fort Saint George at Vizagapatam, the said Mr. Charles William Reade had as "loans in his possession for long periods of time, of the property of the Rajah of Vizianagrum, "(being a Zemindar under the jurisdiction of the said Charles William Reade) two Horses from "about the 3rd September 1857 to about the 10th June 1859; three Elephants from on or "about the 15th August 1858 to about the 30th September 1858; three Elephants from about "the 8th November 1858 to about 6th January 1859; six Elephants from about 6th January "1859 to about 28th February 1859, and two Mirrors for a long period of time."

"IInd. With having induced the Rajah of Vizianagrum, to write a letter dated 9th June, "to the address of him, the said Mr. Charles William Reade, and forwarded to the Private "Secretary of the Honorable the Governor, the said letter, which stated that he, the said Mr. "Charles William Reade, had no property of the Rajah's on loan; whereas the statement in the "said letter was false, to the knowledge of the said Mr. Charles William Reade, who, in truth "and in fact, had on loan at the date of the said letter, two Carriage Horses and two Mirrors, the "property of the said Rajah of Vizianagrum."

"IIIrd. Having induced the Rajah of Vizianagrum to receive into his possession and with "having on or about the 11th June 1859, forwarded to the said Rajah of Vizianagrum, three "Cheques bearing the dates respectively of October 1857, June 1858, and September 1858; and with "having thereby attempted to establish sales of certain property of the said Rajah of Viziana- "grum at the dates borne by the said Cheques, while, in truth and in fact, no such sales ever took "place at those dates, and the said Charles William Reade, drew the said Cheques, and forwarded "them to the said Rajah of Vizianagrum, with intent to give a colour to the false denial of the "said Mr. Charles William Reade, that he had ever had on loan any property of the said Rajah."

"IVth. With having in breach of his duty as Agent to the Governor of Fort Saint George "at Vizagapatam, had pecuniary dealings with the Rajah of Vizianagrum, the Proprietor of an "extensive Zemindary within the jurisdiction of the said Mr. Charles William Reade as Agent "to the Governor of Fort Saint George at Vizagapatam."

List of Witnesses and Documents.

Ist Charge.

1. J. H. Blackwell, Esq., Civil Surgeon.
2. T. J. Knox, Esq., Madras Civil Service.
3. Erramilly Mullacarjunoodoo, Vakeel of the Rajah.
4. His Highness the Rajah of Vizianagrum.
5. Three Cheques or orders for money, drawn by Mr. Reade in favor of the Rajah, dated respectively October 1857, June 1858 and September 1858.
6. Letter from Mr. C. W. Reade, to the Private Secretary to the Honorable the Governor, dated 7th June 1859.
7. Letter of Mr. Reade to the Rajah, dated 22nd June 1859.

IInd Charge.

1. The Rajah of Vizianagrum.
2. Erramilly Mullacarjunoodoo, Vakeel of the Rajah.
3. Letter of Mr. Reade to the Rajah of Vizianagrum, dated 7th June 1859.
4. Letter of Mr. Reade to the Rajah of Vizianagrum, dated 11th June 1859.
5. Letter of Mr. Reade to the Private Secretary of the Honorable the Governor, dated 11th June 1859.
6. Letter of Mr. Reade to the Rajah of Vizianagrun, dated 10th June 1859.
7. Rajah's letter to Mr. Reade dated 9th June 1859.
8. Letter of Mr. Reade to the Rajah of Vizianagrum, dated 22nd June 1859.
9. Letter of Mr. Reade to the Rajah, dated 5th July 1859.
10. Letter of Mr. Reade to the Rajah, dated 22nd August 1859.
11. Three Cheques or orders for money drawn by Mr. Reade in favor of the Rajah of Vizianagrum, dated October 1857, June 1858, and September 1858.
12. Letter of Mr. Reade to Erramilly Mullacarjunoodoo, dated 22nd August 1859.

IIIrd Charge.

1. Rajah of Vizianagrum.
2. Erramilly Mullacarjunoodoo, Vakeel of the Rajah.
3. Three Cheques drawn by Mr. Reade in favor of the Rajah, dated October 1857, June 1858, and September 1858.
4. Letter of Mr. Reade to Erramilly Mullacarjunoodoo, dated 22nd August 1859.
5. Letter of Mr. Reade to the Rajah, dated 11th June 1859.
6. Letter of Mr. Reade to the Rajah, dated 22nd June 1859.
7. Letter of Mr. Reade to the Rajah, dated 5th July 1859.
8. Letter of Mr. Reade to the Rajah, dated 22nd August 1859.

IVth Charge.

1. Three Cheques drawn by Mr. Reade in favor of the Rajah, dated October 1857, June 1858, and September 1858.
2. Letter of Mr. Reade to Erramilly Mullacarjunoodoo, dated 22d August 1859.
3. Letter of Mr. Reade to the Rajah of Vizianagrum, dated 22nd August 1859.

N. B.—All the above witnesses will, if necessary, be examined in proof of the hand-writing of the several documents.

(Signed) W. HOLLOWAY,
Appointed to prosecute under Act 37 of 1850.

On the 1st September, the Government Prosecutor made a requisition for the appearance as witness, of Captain Mason, Deputy Assistant Adjutant General Northern Division, for whose attendance the necessary communication was addressed to the Subordinate Judge.

On the 2nd September, Mr. J. D. Mayne, Counsel for Mr. Reade, communicated the desire of his client, that the pending investigation should be entered upon as soon as possible and stated that he would be ready on the 3rd following.

Accordingly at XI o'clock A. M., on Saturday the 3rd September, Mr. W. Holloway appearing as Prosecutor, openly read the four items of charge above entered, to each of which the accused, Mr. C. W. Reade, entered a plea of *Not Guilty*.

Mr. Reade was defended by Mr. J. D. Mayne, Barrister at Law.

A brief delay having occurred in procuring the attendance of the Rajah of Vizianagrum, Mr. Mayne intimated that he proposed to tender Mr. C. W. Reade as his principal and only witness on the defence and stated that he understood the course of proceeding would not be objected to by Mr. Holloway, on the part of the Government.

The Commissioner expressed a doubt as to the necessity and propriety of the step, on the ground that Mr. Reade would have an opportunity of making a written or an oral defence as he might deem best.

Mr. Mayne then observed, that it was not the same to his client, as no statement which he might put in after preparing it in communication with his professional adviser, could have the weight which would attach to his own testimony under oath, tested by a cross examination. Mr. Mayne held that it was a matter of right that every person whose conduct was officially impugned and brought under enquiry, should have an opening afforded him for giving evidence and strengthening it by an oath; and he argued that such privilege could be withdrawn only by a rigid rule of law which in this case, Mr. Mayne contended, could not be shown to exist. Mr. Mayne added that the Commissioner conducting the present enquiry was merely the mouth piece of the Government in what was neither a civil, nor a criminal trial, but an investigation made for greater convenience at Vizagapatam, instead of at Madras; that at Madras Mr. Reade himself would have been sought as the first evidence and that if an ordinary Commission had issued instead of one under Act 37 of 1850, it would have been the Commissioner's bounden duty to examine Mr. Reade; that nothing in the Act quoted, was an impediment to the course proposed to be pursued by his client, as the Act gave additional and took away none of a Commissioner's former powers; that even to the citation of witnesses, the Commissioner could act in the manner followed by Zillah Judges.

Reference was made by Mr. Mayne to Act 2 of 1855, and to the only two causes therein declared to create incompetency to testify, viz., youth, and mental incapacity.

Mr. Mayne acknowledged that beyond doubt this Act spoke in terms of civil suits only and contemplated the exclusion of such evidence on criminal trials. But, added Mr. Mayne, this is not a criminal trial, as no crime has been created and no penalties imposed, and therefore, on every principle of justice, he contended that Mr. Reade should be examined.

The Government Prosecutor stated, he would not object to Mr. Mayne's wish being met.

The Commissioner, however, did not feel at liberty to adopt the course proposed by Counsel, and observed that although Act 2 of 1855 certainly had application solely to matters of a civil and not of a criminal character, yet, that it was not apparent whether the present proceedings might not partake of the latter, as there was a good deal of criminality involved in the charges preferred, for Mr. Reade, under his covenant and oath of office was bound not to accept any thing from, or have dealings with Native Princes.

The Commissioner added, that in Courts Martial, the accused Officer was not permitted to present himself for examination on oath as a witness in his own defence; that Civilians and Military men were servants of the same Government and class, and were supposed to be men of honor; and that it appeared to him that it could not make any difference to Mr. Reade whether what he would have to urge, were so urged on oath or otherwise; that Mr. Reade's statements whether made in a written form or orally through Counsel, would be accepted and considered as statements on honor, and therefore that no sufficient reason was apparent to the Commissioner why Mr. Reade should ask to be sworn.

The Government Prosecutor having produced the documents marked A, B, D, E with its enclosures AE, BE, CE;—F, G, H, I and J which are admitted to be in the hand-writing of the accused, with C, subsequently acknowledged by the accused to be a correct copy of a letter to the Private Secretary from the Rajah of Vizianagrum, and of all which copies are hereunder entered, the following witnesses were examined.

The Rajah of Vizianagrum.

J. H. Blackwell, Esq., Civil Surgeon.

T. J. Knox, Esq., Madras Civil Service.
Captain Mason, Deputy Assistant Adjutant General, N. D.
Erramilly Mullacarjunoodoo, Vakeel of the Rajah.

Copies of Documents for the Prosecution.

A.

My dear Rajah, *7th June* 1859.

I have been long contemplating a visit either to Bimli or to Vizianagrum for a few days, and now I have resolved to go to-morrow evening, and shall come at once to you to the old Mess House, returning on Thursday afternoon to Bimli, where my servants are, and I also wish to visit the Light House near Conadah. I am particularly anxious to see you on several little matters of some consequence, and shall hope you will be able to come over as early as you can, as I must return in the evening to Bimlipatam on other business—in haste.

Your sincere friend,
(Signed) C. READE.

P. S.—Say nothing of my (sic in orig.)
(Signed) H. D. P.

B. (*with one enclosure, a copy marked* C.)

Waltair, 11th June 1859.

To D. F. CARMICHAEL, Esq.,
Private Secretary, &c.

Sir,

I beg to forward two notes in original, received from the Rajah of Vizianagrum, and from Mr. Gujputty Rao, and after they have been seen by His Excellency, I request they may be returned to me.

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

C. (*Copy.*)

My dear Mr. Reade,

Your kind letter has surprised me certainly. In reply, I can only say, not only that you have no property of mine on loan, but I cannot help telling you that, of all the Agents and English gentlemen I have known, you have been the most particular I ever met, and when you first came to the District you spoke to me on the very subject, I certainly am curious to know why you have written to me about such a matter, please let me know.

Ever your sincere friend,
Fort, 9th June 1859. (Signed) in Teloogoo letters, Srí

D.

My dear Rajah,

I send you the enclosed which was written in my presence and as the man is anxious to get away, please pay him and let him go. The rains may come on and detain him otherwise, I write to-day to Muunypore about the Musician. When did you get back from Conadah? I prophecy not till 12 at night. I enjoyed that ride very much. Of course you will keep to yourself what passed between us, as I do not wish the public to know that I have been insulted by the Governor, as I consider I have been. I feel his acting on anonymous information and on a pack of lies, as most disgraceful, besides being contrary to all precedent and opposed to every honorable feeling. How I hate suspicion and that low-mindedness it engenders! I enclose you those papers which take great care of and lock them up and don't, for the present at least, let them be seen by any living soul. It is most galling to me to have been thus insulted through the instrumentality of my brahmin servants, whose iniquities and robbery of the Government

Revenues I have so brought to light. Let me know about the ride back. How you made it out? Addio which is the Italian for adieu or for the English good-bye.

Believe me,
Your sincere friend
(Signed) C. READE.

Waltair, 11th June 1859.

E.

An envelope, marked outside "received 12th June 1859," with three enclosures, AE, BE, CE.

AE.

Messrs. Richardson and Co.,

Please pay to self or bearer, 5 days after sight, Rupees four hundred, annas none, pies none, and place to my debit.

Rupees 400 0 0

Your obedient servant,
(Signed) C. READE.

Waltair, 21st October 1857.

BE.

Messrs. Parry and Co.,

Please pay to H. H. the Rajah of Vizianagrum, or order, Rupees three hundred and fifty, and place the same to my account.

Rupees 350 0 0

Your most obedient servant,
(Signed) C. READE.

Waltair, 7th June 1858.

CE.

Messrs. Parry and Co.

Gentlemen,

Please pay to the order of H. H. the Rajah of Vizianagrum, the sum of Rupees five hundred, and place to my account.

Rupees 500 0 0

Your obedient servant,
(Signed) C. READE.

Waltair, September 1858.

F.

My Dear Rajah,

Your letter has rather surprised me—you seem to be under the idea that I wish you to state what is not strictly the truth. The two points to which I may want your evidence are—1st, that I purchased the horses of you about the end of 1857—and 2ndly, that I paid you for them in the beginning of June last. If your memory enables you to give evidence to these two points, it is all I require of you. The fact that I gave you a Cheque ante-dated is of no consequence and it is one which I myself can readily explain, I am sorry to say I am still very unwell.

Yours ever in haste,
(Signed) C. READE.

Waltair, 22nd August 1859.

G.

"*Answered.*"

Please write at once,
(Signed) C. R.

Mullacarjunoodoo,

Can you tell me the particular date when you received instructions from the Rajah that the horses were mine. It was I understand some time in November last.

Your ob. st.
(Signed) C. READE.

22nd

On the back of the above
To C. W. READE, Esq.,
&c., &c., Waltair.

Respected Sir,

I beg to inform you in reply to your note of this day, that I have not received any direct instructions from H. H. the Maharajah regarding the horses, but I am given to understand indirectly, that the horses were yours from 1st December 1858.

I beg to remain,
Respected Sir,
Your most obedient and humble servant,
(Signed) Y. M.

Vizag. 22-8-59.

H.

My dear Rajah,

I send you the enclosed from Mr. Armour received last night. It speaks of the ore and of things still coming to you and also acknowledges the full balance of his account which I sent him the moment you put me in funds to do so. All that affair will end in smoke, you have only to say what you have already said, that I have nothing of yours on loan, which is the fact as you know. Take care of those bills for the present. I can give you the money in their stead at any time, but at present keep them in your own keeping and tear up this note. It is, I find, an unsafe thing to keep letters unless you lock them up in some box as received, but where of no real importance it is better to destroy them. Sir C. Trevelyan I hear, is becoming very unpopular. He is not a gentleman and where that is the case, he is sure to do mean and low acts, which will find him out and make him disliked and despised, whatever his abilities.

Ever your sincere friend,
(Signed) C. READE.

Waltair, 22nd June 1859.

I have telegraphed days ago about the cases and will let you know when they are dispatched from Madras.

(Signed) C. R.

I.

Waltair, 5th July 1859.

My dear Rajah,

I anxiously await your letter in re Baba Rauze. Mr. Griffiths returned from Chicacole, so we came in together from Bimlipatam this morning. He had heard that the Governor or Private Secretary had written to you about me, only fancy what absured reports get about, but should you hear anything you will of course let me know at once and consult with me before replying. I hope all that passes between us is kept sacred by you, as I treat it as such, and when speaking of the Governor or telling you of things, I of course wish what passes to be confined to your own breast. I suppose when they said the Governor had written to you, it was meant to your own breast. I suppose when they said the Governor had written to you, it was meant to your own breast. I suppose when they said the Governor had written to you, it was meant

K.

For this document see enclosure No.

Notes of Examination of Witnesses for the Prosecution.

The Rajah of Vizianagrum.

I am the Rajah of Vizianagrum, and am the proprietor of eight or nine Talooks in the Vizagapatam District.

Mr. Reade is the Government Agent in Vizagapatam and has official control there.

I can carry my memory back to the month of June last.

I had an interview with Mr. Reade in that month, I cannot recollect its date. It was quite an unexpected one. I received a note from Mr. Reade, the afternoon previous to it. The note shown me (marked A) is the communication I then received, I am not sure whether I received it one or three days previously. Certainly, this note reached me prior to the interview.

Subsequent to its receipt, I had an interview with Mr. Reade at my house at Vizianagrum, called the old Mess House. I went there to meet Mr. Reade.

Mr. Reade was at this time much distressed. The interview lasted one and a half or two hours. After expressing his regret about his having taken on loan a pair of horses of mine, Mr. Reade stated that the Governor had said that it was not proper for him to receive them on loan. I replied that I was sure the Governor could see no harm in my lending him the horses; that as far as I could see, there was no harm in it, and I would willingly say so.

I don't recollect the exact words of our conversation. Afterwards, Mr. Reade stated that he wished me to write a letter addressed to himself, to the effect that the horses, the tents and the mirrors were to be considered as having been sold to him, he begged me to write a letter that he had none of my things on loan. I said I could not write such a letter; that is, a letter stating that he had no articles of mine on loan. I assigned no reason for my inability. I said that I could not write what he said he would tell me to write, to this Mr. Reade stated that, what with all his Cutcherry people writing to the Governor and the Governor taking their part, he should be quite ruined unless, as he asked, the letter were written. Accordingly, I wrote a letter as requested by Mr. Reade according as he dictated.

N. B.—The Counsel for Mr. Reade admits that the exhibit marked C, is a correct copy of the letter then written by the deponent, which from its having been torn up, his client is unable to produce.

I recollect the substance of what I wrote, partly. The paper now shown me, marked C is, in my opinion, a correct copy of what I then wrote.

The letter marked J, now placed before me, is the one I received from Mr. Reade on the evening previous to the interview to which I have referred. It reached me a little before sunset. The letter written by me, of which C is a copy, was taken away by Mr. Reade.

As regards Mr. Reade telling me that the horses were to be considered as sold, he also said he would send me some papers. This was said, a few minutes before leaving the house, but he did not specify what papers.

As promised, either the day following, or two days afterwards, Mr. Reade sent me some papers. They were receipts, they came in an envelope. There was I think a note with them. The envelope (marked E) shown me, is the envelope they came in, my hand writing is on it, showing the date "12th June" of receipt. I believe it to have been received on the date marked, but I may be mistaken.

The three Cheques shown me (marked AE, BE, CE), are those which I received in the envelope.

The letter from Mr. Reade to me (marked D) which is shown me, did not, I think, come with the Cheques. It came separately, I think.

As to the passage in it "I enclose you those papers which take great care of and lock them up and don't, for the present at least, let them be seen by any living soul," I attached to it the meaning of its alluding to the Cheques. On looking at the passage, I have no doubt the Cheques came with that letter.

My objection to write the letter which Mr. Reade wished to dictate to me, was because I thought it very wrong to state that the property had been sold, which had been given on loan. I several times declined to write the letter, perhaps a dozen times.

The property I referred to, is a pair of mirrors, and a pair of carriage horses. The mirrors may be worth 500 or 600 Rupees.

As to the horses, shortly after Mr. Reade arrived in the District, he told me that if it did not put me to any inconvenience, he should feel obliged by the use of a pair, as he had left one horse lame at Bunder and had here work for more than two pairs.

Accordingly I lent them; they have been in Mr. Reade's possession up to this time, they were not sold to him, and I consider they are not now sold to him, I believe them to be, now, mine.

If the Cheques are not payment for the horses, I have never sold them, I mean. To the best of my recollection, besides mirrors and horses, I have not lent Mr. Reade any thing except a few articles of furniture at the Bungalow at Bimlipatam; I do not recollect lending any thing to Mr. Reade in August 1858.

Question—Did you lend any Elephants to Mr. Reade?

Answer.—Yes; I lent him Elephants twice; once I lent him 2 or 3, when he was going to Nursapatam; afterwards 5 or 6 when he was proceeding on his expedition into the Jeypore country, I don't remember their exact number.

Cross examined by Mr. Mayne.—I have been on very intimate terms with Mr. Reade ever since he came here, I have always been writing letters to him and he to me. I have expressed towards him and I have felt, strong respect and affection. The habit of letter-writing has continued up to the date of commencement of this Commission.

Mr. Reade has lent me things on one or two occasions.

Mr. Reade has never received presents from me, except fruits. He has never received coins. I should never have thought of offering him any.

I connot answer whether his character is too well known in the District, for me to have thought of doing that.

I think I can state that about a month after writing to me that one of his horses was lame at Bunder, Mr. Reade did not come and state to me that he must buy and keep the pair of horses lent him.

He never asked me what the price of the horses was to be.

I can swear that the first, the very first, I heard of a sale of the horses, was at the interview which I have mentioned took place with Mr. Reade after my getting his letter.

I keep many horses and lend them to my friends. It gives me pleasure to lend if they ask for them.

When I so lend my horses, it is mostly my habit to pay the keep and expenses of the horses. But, if a friend should take them to a little distance, say to Chicacole, or any other place, he may perhaps have paid their expenses. If they are about here, I pay.

I believe I have always paid the expenses of the horses lent to Mr. Reade, but my Vakeel can tell you, when they were first sent to Mr. Reade, my order was to obey Mr. Reade's instructions whatever they might be.

I don't know whether Mr. Reade gave any orders on the subject.

I don't remember whether a year ago, I gave any other orders on the subject of their keep.

From my own knowledge, I cannot state whether their keep had been at my cost last October, my Vakeel will know.

Neither the buying nor selling of horses can be effected without my knowledge or sanction.

From the time of my first lending these horses to Mr. Reade up to June last, no conversation has passed between Mr. Reade and me on the subject of their sale or purchase.

To Commissioner.—There could not have been any, as he knew they were only lent.

To Mr. Mayne.—When Mr. Reade came to me on the 9th June last, he mentioned that he had been accused of borrowing horses.

Mr. Reade did not say to me that all this trouble arose from my dilatoriness in not having settled about the horses.

He stated that if I wrote the letter, it would stop every tongue.

He did not say that the accusation was a false one, in so many words. He expressed his regret about it. He did not say any thing to the effect that the accusation was false.

I did not say in precise words, that my writing the letter was wrong, but that was what I meant. I said that there was no harm in my making the loan of the horses.

I could not refuse to write the letter, as Mr. Reade said that if I did not write it, he would be ruined.

Mr. Reade did not say that all he wanted me to say on that day, was to tell the truth.

I wrote under Mr. Reade's dictation; *that* was false, I did not say it was false, I said it could not be written.

He did not tell me he wanted the letter to show, I did not know what he wanted it for, nor did I know what the three Cheques were, until I received them.

When Mr. Reade said he should be ruined if I did not write the letter, I was afraid of his anger.

I did not understand by that, that he would show the letter. I did not know what he wanted to do with it.

I cannot remember the exact words used by Mr. Reade when he asked me to write the letter.

I had previous to the interview, received from Mr. Reade the letter marked J (which is given to the deponent to read,) I do not remember if Mr. Reade repeated, when he came into the room, the question (contained in the letter) about his having any property on loan.

I did not say "certainly you have no property of mine upon loan, the horses were bought long ago."

Mr. Reade did not ask me to settle the prices of the horses, mirrors and tents at this interview.

I did not say that when I came back in the evening, I would show my accounts and settle their prices.

Mr. Reade came to me in the Fort in the afternoon to drive part of the way to Conadah. Thence we rode.

Question.—Did you not then show Mr. Reade the accounts for the horses, tents and mirrors?

Answer.—I don't remember. He went away. I am almost sure I showed him no accounts. I think I did not show him any accounts. I have no doubt on the point, we drove off in a few seconds.

Nothing was said by Mr. Reade about what papers he was to send me on the day of his dictating the letter.

I think the Cheques were sent me in completion of the arrangement which Mr. Reade had proposed as to the sale of the horses. He had not told me on the day of the interview he would antedate them.

The mirrors were lent to Mr. Reade some months after his arrival. Mr. Reade returned them to me after an interval of some months. Again, after an interval, he asked for them and he now has them.

He did not intermediately ask me to sell them to him.

I did not offer them as a present to Mr. Reade. I say this to the best of my recollection. I can't say if I asked that the mirrors might be sent back to me for a short time. I sent him another pair; when, I don't know. Mr. Reade had asked for them, I think that originally Mr. Reade had two pairs, whether he returned one or two pairs, I don't know.

Proceedings of the Madras Government, Judicial Department, from 24th September to 4th October 1859. 6

I believe that I wrote to the Governor's Private Secretary a few hours after receiving the Cheques from Mr. Reade.

I informed Dr. Blackwell about the whole matter of the Cheques and begged him to inform the authorities of what had occurred. Dr. Blackwell then gave me a draft letter, which I copied and transmitted to Madras. I stated what I wished to say and he gave me a draft accordingly.

Dr. Blackwell did not tell me that he and another gentleman were going to depose against Mr. Reade.

Question.—Did you receive any letter intimating that Dr. Blackwell and another gentleman were going to depose to an effect contrary to your letter that Mr. Reade had no property of yours on loan?

Answer.—No.

I did not receive one, either, to the effect that I should get into trouble if I did not contradict my letter to the Private Secretary. My reason for writing the second letter was to rectify my error. I saw I had committed a great one. This could not be hidden. A person in my position only can know my feelings. I had written the letter and there was an end of the matter.

The Elephants were sent to Mr. Reade at Nursapatam, as I had heard that some investigation was going on there about the rebellion. The others were sent when Mr. Reade was going into Jeypoor.

I don't remember having lent any Elephants to Mr. Robertson, or Mr. Smollett (predecessors of Mr. Reade). I have lent some to Mr. Walter Elliot, I think, when he went into my Talooks on a shooting excursion. I am not sure, it is five years ago.

Since this commission commenced, I have frequently been in communication with Dr. Blackwell and before that, too. He has told me to state the exact truth and to be most explicit. I did not speak to him about the trial.

I have not stated to any one that I was sorry for having written my letter to the Government, or that it was too late to recede.

At the time of my interview with Mr. Reade, he mentioned that the Governor was angry with him about his Pamphlet regarding Jeypoor. My conversation with him was not very long. Mr. Reade's manner was excited. He was, I concluded, angry with the Governor on account of the accusation made against him; but he was more angry with his Cutcherry servants and his enemies. He did express anger with the Governor, I think.

Re-examined for Prosecution.—When I said the matter could not be hidden, I meant the loan of the property, not the writing of the letter.

If a gentleman was advising me to write a letter containing what I thought was false, I should have expressed my opinion against it; but I certainly could not have told Mr. Reade so. It would have been different with any other gentleman.

I have known Dr. Blackwell 6, 7, 8 or 9 years. He has rendered me many services. He has saved my life. I have always placed full confidence in his opinion.

I have been in the habit of consulting him long before Mr. Reade came here.

I communicate every thing of importance to him as to an old friend.

In saying I do not remember about the selling the horses, I mean to say, that I did not sell them.

I have said that I felt alarmed about writing the letter to Mr. Reade, containing the false statement, because I was conscious of a great error. I had given the articles on loan.

I do not recollect if I was applied to for Elephants by letter.

To Mr. Mayne, through the Commissioner.—Dr. Blackwell has never given me any advice in regard to public affairs, it has been strictly confined to private matters.

In reply to a wish expressed by Mr. Mayne, to ask the deponent, what he meant, when he used the words "I was alarmed," the Government Prosecutor observed, that not the slightest

reference had been made to menaces, or threats, and that the only agency held to have been employed was persuasion.

Dr. Blackwell.—I am Civil Surgeon at Waltair, I have been here nearly nine years.

During the last two years, I have observed Mr. Reade's horses, I know them. I know he has a Grey and a Bay.

It is here observed by the Government Prosecutor that it is admitted these horses have been in Mr. Reade's possession since 1857.

I know them to have been the Rajah's some time ago, I have had great experience in treating horses.

As horses now go, their value would not be less than 800 or 1,000 Rupees.

Besides these horses, I have seen other property belonging to the Rajah of Vizianagrum in Mr. Reade's possession.

I have seen Elephants in Mr. Reade's own compound, I saw them there at the end of the cold weather, after Mr. Reade's return from Jeypoor.

I have seen mirrors of the Rajah's in Mr. Reade's possession, I know not their value.

I have known the Rajah many years. He has frequently consulted me.

Cross examined by Mr. Mayne.—I myself have some of the Rajah's property in my possession, horses and cows.

A horse of his came to me 2 or 3 days ago. I have had a horse 25 years old, for 2 or 3 years, it is a pensioner, useless to the Rajah.

I am not aware, that it is a common practice here, to borrow horses and cows from the Rajah.

In saying Mr. Reade had horses of the Rajah, I meant that I knew they did belong to the Rajah and that they were in Mr. Reade's possession.

I don't know whether they now belong to the Rajah or not.

I know they have been the Rajah's horses, and that I have seen them with Mr. Reade.

I saw some mirros of the Rajah's in Mr. Reade's house. I saw some coolies bringing them in. I can't say how long they have been in Mr. Reade's possession, or that they have not been sold to him and paid for.

I saw the Elephants in Mr. Reade's compound, I don't know them. I know some of the people who were about them, and believed them to be the Rajah's.

I have not been bad friends with Mr. Reade, but I have had no friendly intercourse with him for the last 18 months.

I do not know that I am in the habit of writing letters against Mr. Reade. I know that I am not.

I am not in the habit of constantly writing letters against him to Dr. Maclean at Madras.

I may have done so once, twice, or thrice.

I do not know how often I have written to Mr. Walter Elliot about Mr. Reade, I should say, I have written oftener than thrice, but not 20 or 30 times.

I do not write to Mr. Goldingham, nor have I written to Mr. John Vans Agnew, Madras, to the best of my recollection; nor to Mr. W. R. Arbuthnot, to my knowledge, have I ever in my life written.

I sent a draft letter about Mr. Reade to the Rajah.

I don't recollect its date, I should think it may be the 11th or 12th June last.

Question.—How came you to write it? Did you see the Rajah personally? was it on what he said?

Answer.—I did not see the Rajah personally, I wrote it in consequence of a letter from the Rajah.

By the Government Prosecutor.—I gave advice to the Rajah on the strength of my long acquaintance with him. He has been in the habit of consulting me for many years.

It commenced in consequence of my professional attendance on him in a serious illness.

I know no European gentlemen who are owners of Elephants.

I have never seen the Rajah's servants or Mahouts in attendance on Elephants other than those of the Rajah.

To Commissioner.—The 25 years' old horse came to me as a pensioner from the Rajah, useless. The Rajah would not shoot him. I ride him occasionally.

The horse which came to me, 2 or 3 days ago, was landed from the Steamer. It came to be shod and is going away to Vizianagrum to-night.

Captain Mason.—I am Deputy Assistant Adjutant General in the Northern Division.

I have been at Vizagapatam, the last six years.

I have considerable experience in horse flesh.

I know a grey and a bay horse said to belong to the Rajah of Vizianagrum, which have constantly been in Mr. Reade's stables for the last two years.

If I had bought them for myself in 1857, I would gladly have given 1,000 Rupees for the pair.

I would give the same now, I have not carefully examined them, I speak only from what I have seen.

To Mr. Mayne.—I would not give any sum for a pair I had not examined. By seeing them constantly at work, I have been able to form an opinion of their value.

Mr. T. J. Knox.—I am a member of the Madras Civil Service.

I have been attached to the Vizagapatam District for four years. I left Vizagapatam in July last.

I recollect having seen a pair of horses, a bay and a grey, said to belong to the Rajah, in Mr. Reade's carriage.

I know the bay as it belonged to me and I sold it to Mr. Healey in December 1856. I left it behind me for sale when I went away, and heard afterwards that it had been sold.

I believe the gray and bay horses to be the Rajah's property.

As regards property of the Rajah in the possession of others than the Rajah, I know of some pier glasses said to belong to the Rajah being in Mr. Reade's house. I saw them there in September 1858. This must have been on my return from Ganjam.

The Rajah may have told me that he had lent some Elephants to Mr. Reade.

To Mr. Mayne.—My horse was a tolerably good one.

I have seen the grey horse before mentioned, I don't know whether it was a better horse than my own bay.

I sold no horses to the Rajah.

My horse was sold for 300 Rupees.

To Commissioner.—Mr. Healey is a merchant at Vizagapatam.

I once received from Mr. Reade the loan of a pair of horses.

I did not ask for the loan of them as being the Rajah's.

Mullaka Jannoodoo.—I am the Vakeel of the Rajah of Vizianagrum, I manage all his affairs at Vizagapatam, and pay and receive whatever I may be commanded.

A man who superintends the Rajah's stables, sent to me on the 3rd September 1857, a pair of horses which he directed me to deliver to Mr. Reade.

They went direct to Mr. Reade's house. In consequence of their coming, I supplied every thing they required and paid for it; one horse was a bay, the other a white; I supplied every thing required by them from the 3rd September 1857, to the end of November 1858.

I read from an extract from my Account Current book. I have the rough original accounts ready to which I can refer.

N. B.—The Counsel though at first apparently disposed to require the production of the rough accounts, which were brought in before the Commissioner for that purpose, did not insist on their being opened and compared with the extract in the deponent's hands.

The total cost of the keep of the horses in that period was Rupees 479-11-9.

I ceased supplying necessaries for these horses in consequence of one of the horse-keepers of the horses, when I was at Nursapatam, whilst Mr. Reade was there, coming to me in November 1858, and saying that Mr. Reade had kept the horses and ordered him that nothing more was to be supplied to the horses, accordingly I stopped the supply.

Before that one horse had gone to Dowlaishwarum. One was at Nursapatam; but that horse, too, was sent to Dowlaishwarum in December 1858.

I paid every thing for them up to the end of November.

I saw both horses at Dowlaishwarum on the 29th December.

I paid nothing else on account of Mr. Reade. I have made other payments on account of other animals, the property of the Rajah, viz., for two cows which are always with Dr. Blackwell; and a horse and a buffaloe at Captain Mason's now.

I have paid the keep of Elephants on circuit with Mr. Reade from this place to Nursapatam. First, on the 15th August 1858, three Elephants came from Vizianagrum to Vizagapatam. These returned on the 30th September 1858, from Nursapatam to Vizianagrum, for the Dussera festival. Again, those three Elephants came back to Nursapatam on the 6th November following.

Besides those three, six other Elephants came to Nursapatam on the 6th January 1859. All those animals went with Mr. Reade to Jeypoor and returned to Vizianagrum at the end of February 1859.

The sum I paid for their keep, all that time, was Rupees 734-4-7.

Cross examined by Mr. Mayne.—I have paid the expenses of the cows and horses whilst they have been at Dr. Blackwell's and Captain Mason's.

Lately, Captain Flint got a horse from the Rajah, and I pay for the keep of it. When any of the Rajah's horses are sent to any gentlemen for their convenience, it is usual for the Rajah to pay their keep.

I don't know about Mr. Smollett, as I was not here then.

I never told Mr. Reade that I was paying for the keep of the horses with him.

Since December last, I have not paid for the keep of the horses with Mr. Reade. I paid for the keep of the horse whilst it was at Nursapatam.

After the horse-keeper had come and told me, that I was, no longer to pay for the keep of the horses, Juggah Rauze, Superintendent of the Rajah's Stables, wrote to me that I was to do as the gentleman wishes.

To the Government Prosecutor.—I don't know that the Rajah ever sold a horse to a gentleman.

I have never known a horse to be sold by the Rajah, that I have been feeding for him.

To Commissioner.—The practice of the Rajah is to give away a horse when it has become useless, or allow it to graze on the pasturage ground.

The three Elephants which went from Vizagapatam to Nursapatam, were employed in carrying tents and records. The records are public records. The tents were loaded on the Elephants at Mr. Reade's house. I don't know whose the tents were. They used to be occupied by the Cutcherry servants.

——

On Mr. Mayne's intimation that he should require until Tuesday next the 6th September, to submit his Client's defence, proceedings were adjourned until XI o'clock A. M., that day.

The defence of Mr. Reade was laid before the Commissioner in a written form, on Tuesday the 6th September, and was read by T. D. Mayne, Esq., Barrister at Law, Counsel for the accused.

It is marked L in the packet of which it forms a separate enclosure, and from its length, is not embodied in these proceedings.

The Commissioner was further requested, by Mr. Reade to append a written addition to it which his Counsel deemed requisite, owing to some remarks which passed between the Government Prosecutor and Mr. Mayne relative to the object, with which the three Cheques were given to the Rajah of Vizianagrum. This addition appears as a supplement to the defence marked M.

Mr. Reade's defence was supported by the production of four documents numbered from 1 to 4, and by the evidence as witnesses, of the Reverend J. Griffiths, and of Captain James Flint, 38th Regiment, Madras Native Infantry.

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Copies of Documents for the Defence, numbered from 1 to 4.

No. 1. *22nd August* 1859.

Respected Sir,

I beg to inform you in reply to your note of this day, that I have not received direct instructions from H. H. the Maharajah regarding the horses, but I am given to understand indirectly that the horses were yours from 1st December 1858.

I beg to remain,

Respected Sir,

Your most obedient humble Servant,

(Signed) G. MULLIKARJUNDOO.

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No. 2. *No.* 247, 14/7/59.

Her Majesty's Government of India, ... *Dr.*

Date of Government Order.	*Items.*	*Amount.*
27th July 1855.	*Charges incurred on account of the Tour made to Jeypoor by the Agent to the Governor at Vizagapatam, in January* 1859.....	285 11 0

Paid in August 1859. Collector's Office

Passed in the Civil Auditor's Office for Company's Rupees two hundred and eighty-five and Annas eleven

Fort Saint George, Civil Auditor's Office, 1st August 1859.

Company's Rupees 285-11-0

(Signed) J. L. LUSHINGTON, *Civil Auditor.*

(Signed) M. VENKATAYYA.

To The Collector Vizagapatam.

Contents received Company's Rupees two hundred and eighty-five and Annas eleven.

Vizagapatam, Magistrate and Agent's Office, 23rd June 1859.

(Signed) C. READE, *Magistrate and Agent to the Governor.*

A signature in the Teloogoo character.

(Signed) McINTOSH.

(Signed) *Lad. Th.*

No. 3.

Extract from the Contingent Bill of the Magistrate and Agent to the Governor, Vizagapatam, with remarks of objections.

Month.	Amount of the Bill. Rs.	A.	P.	Extract.	Rs.	A.	P.	Remarks.	Replies.
Charges incurred on account of tour made to Jeypoor by the Agent to the Government in January 1859.				Paid to Coolies employed in carriage for the use of the Sebundies accompanying the Agent to the Governor.....	84	11	0	The details are required.	No. 1. Copy of the particularized Bill for Rupees 84-11-0 furnished by Lieutenant Dobree, Commanding Detachment Sebundies is herewith sent. And with regard to the sum of 44 Rupees therein mentioned, the Agent to the Governor has the honor to state that that sum was paid to the Sepoys at 8 Annas each, to reimburse them in part for the extra expense of cooly hire to which they had been put in accompanying the Agent.
2				Do. to the Zamindar's Elephantmen as batta	61	0	0		Nos. 2 and 3. The Agent to the Governor begs to state that the sums comprising these two items were given to the parties in the way of presents, but it is not in his power to afford further particulars. He may however mention that under the orders of Government the sum of Rupees 400 is express allowed for the Agent's extra expenses when visiting Jeypoor, of this, the Agent only expended Rupees 285-11, as his own expenses and those of the Officers accompanying him were entirely borne by himself.
3				Do. to Jeypoor Cutwall	20	0	0		

(Signed) C. READE,
Agent to the Governor.

Vizagapatam,
Govt. Agent's Office,
30th July 1859.

The Magistrate and Agent to the Governor is requested to afford the required explanation.

(Signed) J. L. LUSHINGTON,
Civil Auditor.

Civil Auditor's Office.
Fort Saint George,
15th July 1859.

No. 501.
Con. Dept.

No. 4.

D. F. CARMICHAEL, Esq.,
Private Secretary, Madras.

Private and most confidential.

Sir,

I would be much obliged if you would do me the favor to submit for the consideration of the Right Honorable the Governor, the following circumstance, and I trust he will be graciously pleased to pardon an act which I have been led into, but which on reflection I see may mislead Government, and certainly compromise my character as an honourable man among the gentlemen of this District. I had a sudden visit from Mr. Reade a few days ago in a state of great excitement and much distress, and I could not resist his request to write at his dictation a letter, saying I had never lent him any articles. The Governor is well aware how in my position, and of the character of Mr. Reade. I wrote therefore as he wished, and for this foolish and wrong act, I trust the Governor will pardon me, and I beg I may be protected from Mr. Reade's anger, and as I deeply regret exposing a gentleman who has treated me always kindly, I trust this letter may be considered not as affecting Mr. Reade but as an apology for my own conduct under the very painful circumstances in which I am placed.

I beg to remain,
Sir,
Your most obedient Servant,
(Signature in Teloogoo,)
Rajah of Vizianagrum.

Fort, 12th June 1859.

(On the back of letter.)

From the Rajah of Vizianagrum.
Dated 12th.
Received 19-6-59.

On the subject of a letter he wrote to Mr. Reade, regarding loans of horses and other property.

(On the Envolope.)

Stamped and registered.
D. F. Carmichael, Esq., &c., &c.,
Private Secretary, Madras.

Notes of Examination of Witnesses for the Defence.

The Reverend J. Griffiths.—I am the Chaplain at Vizagapatam and have been so, during the past four years.

I know Mr. Reade's horses.

As to whose property they have been during the last two years, my impression, may, my conviction, is, that they have been Mr. Reade's.

I formed this conviction on a circumstance which occurred two years, or so, ago. I can't state the time exactly.

About that time, I offered to Mr. Reade for sale, a pair of my own horses, and wrote to him to that effect. Not getting an immediate answer, I wrote again, asking if he would take them or not. His reply was, that he did not now require them, as he had bought a pair of the Rajah's, and that they were a cheaper pair than mine. I don't know what pair he bought at the time.

Another circumstance I recollect; I was driving to Bimlipatam with Mr. Reade, behind these horses, they were a white and a black one. One of them stumbled; it was the white one. I asked him where he had got that beast. He said he had got it from the Rajah. This was a year or so ago.

By the Government Prosecutor.—The circumstance of my offering a pair of horses to Mr. Reade, occurred to me only this morning, as did also the reason of Mr. Reade's refusal.

I have not been making many enquiries about this matter, (the Commission on Mr. Reade,) and have not been active in it.

This morning I mentioned the circumstance about the horses to Mr. Young. I never mentioned it before to any one.

To Commissioner.—By the word "got" used, as above stated, by Mr. Reade, I understood him to mean that he had bought the horse of the Rajah.

By the Government Prosecutor.—The matter of the proposed sale of the horses was on paper. I have not kept the correspondence about it. It has been burnt.

Captain James Flint.—I have considerable experience in horse flesh. I am a Captain in the 38th Regiment Native Infantry.

I examine horses before I buy them.

I have examined the pair of horses now the subject of enquiry.

I did so with a view to forming an accurate opinion of their value.

Their age may be, of the one 11 or 12 years, of the other, that is the grey, 16 or 17 years.

I consider the value of this pair of horses to be 450 or 500 Rupees.

I have borrowed horses from the Rajah pretty often.

Whilst they were with me, the Rajah has always paid for their keeper, their keep and shoeing.

If I have once or twice paid for their shoeing, it has been returned to me.

I have taken the Rajah's horses to a distance with me from Vizagapatam, once to Jeypoor, about 130 miles, and once to Goondapooram, 50 miles beyond Chicacole, say 110 miles.

Whilst I was away at these distances, the Rajah paid for the horses' keep.

I have known the Rajah sell horses. One instance is to Lieutenant G. N. Johnstone, 1st Regiment Native Infantry.

The Rajah, at the time of that sale to Lieutenant Johnstone, had a dozen horses for sale, which any one could have bought; and lately, I remember one horse, in particular, a chesnut, being for sale, which any one might have bought.

As regards the pair of horses now in question, there was a report some months since mentioned in my hearing, that Mr. Reade had a pair of horses of the Rajah's on loan, and a pair of mirrors. I mentioned the circumstance to Mr. Reade, whose reply to me was, that he had bought the horses of the Rajah, and the mirrors too, and he said, "you must be aware, how dilatory the Rajah is, I have not paid for them, up to the present time."

This was about three or four months ago. It was before June last. I left for Madras on the 3rd June. To the best of my belief it was before that. I can't positively state when it was.

As to the time of the purchase of the horses, Mr. Reade said, that he had bought them about a year and a half ago.

The Government Prosecutor having replied, and contended that, however ingenious, the defence advanced had in no degree weakened or upset any of the points established, for the Prosecution, the case was closed.

(Signed) H. D. PHILLIPS,
Commissioner under Act 37 of 1850.

K.

From C. W. READE, Esq., Agent to the Governor; to D. F. CARMICHAEL, Esq., Private Secretary to the Honorable the Governor, Madras, dated Vizagapatam, 7th June 1859.

I have been deeply pained no less than surprised at the receipt this day of your letter of the 31st May, to which I beg at once to reply. I have served the Government faithfully and assiduously for upwards of 22 years, and never till now has the remotest imputation on my character been hinted at.

2. I hardly know how to answer that part of your letter, containing quotations from my "private journal notes" of my recent visit to Jeypore. Two most trifling occurrences as I viewed them, have assumed an importance in the eyes of His Excellency never dreamt of by me, and in perfect innocence of there being any real impropriety in any thing I had done. I indited the account simply for the amusement of my family and friends. But in the narration, the terms here and there unthinkingly at the moment used by me, seem to have conveyed to His Excellency's mind both an erroneous and exaggerated idea of the real nature of the incidents noted down. My object in submitting the narrative in an official letter, was to obviate the trouble and otherwise necessity of making manuscript extracts pertinent to the subject of my previous official Report, and I trusted to the indulgence of Government, as I then intimated in regard to those parts which were of an un-official character and intended only for the perusal of my private friends.

3. I can only say that in my whole career I have never been guilty of really striking any native, nor were the two men referred to in the quotations in paragraph 1 of your letter ill-treated or molested. Our party had lost their way in a country quite unknown to any of us and in our dilemma we merely took those measures of finding it, which I presume were strictly legitimate under such circumstances and in the absence of any other. It happened to devolve on me being in front and my companions behind, to prevent the escape of our guide without whom we must all have passed the night in the jungle as described in the sentence following that quoted by you, but so far from the men in either case being ill-used, they were handsomely remunerated for what they did, and they voluntarily remained with us when their services were no longer needed. It must also be borne in mind that in the case of one, it was his express duty as the Village watcher to render us assistance.

4. It is only right I think and due to Lieut. Dobree to say that it is not he who struck the man referred to at B. page 16, and when noting the circumstance it will be seen I did not mention the names of any one, but I quite recollect that when the man was brought forth by some native who was of our party from his hiding place where he had secreted himself after taking our money, I gave him as he passed my horse one or two slight strokes with a little riding whip which I had in my hand. But the way the occurrence was described by me has perhaps calculated to mislead His Excellency as to the real nature of what passed.

5. I do indeed feel hurt at His Excellency's remarks at the closing sentence of paragraph 1 of your letter, because on my conscience I feel they are not deserved. Peace and order have been upheld, at a period too of some excitement when I first joined the District as all can testify and my own authority as well as the name of the British Government have acquired the greatest respect from all classes.

6. I now come to paragraph 2 of your letter on the subject of the supplies furnished by the Jeypore Zemindar. After quoting from my journal, I am directed immediately to submit to His Excellency a statement shewing the number of days during which the gratuitous system prevailed and the probable cost of the whole to the Rajah. At the outset, I beg to state that the supplies were for the people, not for myself or for my companions. I carried every thing I wanted of all kinds. The number forming the Camp were about 400 in all with coolies, the majority of these were furnished with actual necessaries from Sunday the 23rd February to Friday the 28th or for 6 days while actually on the march. During our 9 days' sojourn at Jeypore nothing was supplied by the Rajah; it was not necessary as there were the public bazaars, and only partially for 3 days on our return from Jeypore was any such assistance given by the Zemindar. I cannot speak as to the precise value, but at the out side, I do not suppose it was more than from 1 to 200 Rupees. It was of course at first most desirous that every thing should be paid for and I had taken the precaution of giving to all the requisite money in advance, but it was of no use and it was quite impossible for me to keep the people from supplying their wants when constantly on the move. I had asked for the establishment of Bazaars as in the case of a Regiment marching and I had intimated that the Shop-keepers should be well paid for their goods and for their trouble, but this was a system as I afterwards found wholly unknown in those parts and therefore impracticable, hence the Rajah sent one of his Elephants to meet us laden with neces-

aries, and the Manager in charge when proffered payment point blank refused, as the things he said were the Rajahs, but of all this I knew nothing until arriving at the first halting place within his Zemindary and when there was no remedy.

7. In paragraph 3 the passage from my journal notes in page 21 is quoted relating to what I jokingly styled the "Royal Gifts" which latter words should perhaps have been in italics indicating this more clearly, and His Excellency desires to be informed for what reason I have transgressed the well known orders of Government prohibiting public Officers from receiving substantial gifts from Natives under their influence. In reply to this I submit in the first place for His Excellency's consideration that the articles were not substantial, they were merely eatables, mostly quite useless and unacceptable to a European, but as I appear to have unwittingly brought on myself a charge of disobedience of orders, it is requisite I should give more detailed explanation on this point. On the occasion I was quietly seated in my Tent reading, it was Sunday, when suddenly a lot of people crowded round my door, there being at the time no Peon at hand to prevent their entrance. I was at first annoyed at the intrusion and when told what it was, I peremptorily refused the things on which the Rajah's head man who was sent with them explained that such refusal would be most hurtful and be felt as a grievous insult by his master the Rajah; that the things were not more than a few Rupees in value, that they were merely sent out of compliment on the first visit of an authority of the District and as a specimen of the different products of the hills. At this time I had not seen the Rajah, and as my visit was a friendly one, I do not perceive how I could well have persisted in refusing any thing so trifling and unsubstantial from a Zemindar, who from his little intercourse with Europeans could not have comprehended my motives, while the act would have been most uncourteous and unconciliatory, exciting all kinds of suspicions in his mind besides being deemed an ungracious act if not a purposed insult both by himself and by his people, particularly on the occasion of a visit. In regard to the sheep, I really never asked since about them and do not know what became of them. I had sheep of my own and did not need the Rajah's. In respect to the Pea-fowl, I would remark that these abound in the hills and are to be had for a few Annas; 8 Annas is what I paid myself on one occasion for 2 Pea-hens purchased from natives who brought them for sale, and I recollect when giving the money I was told that it was double their value. I regret that I was not more careful in noticing the occurrence, because on present enquiry among my servants which after the receipt of your letter I made in the presence of a friend, I find that although the coolies are stated to have been about 80 in number, yet it seems that the majority of the baskets were each carried by 2 men in place of one man carrying two baskets in the ordinary fashion and as I had supposed. The number of baskets are said to have been between 50 and 60 and the total value of what I jestingly termed the Royal gifts was from 30 to 40 Rupees. At the moment the crowd accompanying was large and as I did not rise from my seat, I subsequently noted down the matter as it struck me at the time, not giving it a further thought. Thus I hope His Excellency the Governor will at once acquit me of any real disobedience of the well known orders of Government on such matters from which I have never during my whole career deviated, and I would here call His Excellency's attention to the subjoined draft of an order in my own hand-writing which was translated into Teloogoo and circulated to all Police Officers and Tahsildars not very long after my coming to the District, and this will convince His Excellency as to what my feelings have ever been on the subject adverted to. The substance of this order was likewise communicated both personally and in writing to the more influential of the Zemindars!

"Order to the Head of Police of Saloor and issued to the other Officers of Police "throughout the District.

"I shall probably remain here with the Circuit Establishment for 3 or 4 days. I am "aware of the practice obtaining in this and other Districts of furnishing supplies through "the Ryots and others to the public servants of the Collector's Office, but it is a practice "which is a great evil and which it is my desire to put a stop to. I hold you responsi- "ble that neither to myself nor to any servant on the Establishment from the Head "Sheristadar downwards is any thing of any kind to be furnished except on payment for the "same; and before I leave the place you will report to me verbally and in writing that every "claim has been satisfied and that no complaints have been made to you, or are unenquired into "and unsatisfied. After leaving, should any Petition or complaint from any Ryot or other per- "son reach me representing that payment has not been made for any coolies or supplies "furnished to any servant of the Establishment or to my own domestic servants, I shall "hold you answerable, and on proof of the same you will certainly be suspended or dismiss- "ed. I view a strict adherence to this order as of the highest importance. The visit of the "Hoozoor Establishment to the District should be hailed as a blessing by the people, but it "will rather be viewed as a curse, if the foregoing order is not strictly attended to."

"SALOOR,"
"*20th January* 1858."

(Signed) "CHARLES W. READE,"
"*Agent to the Governor.*"

9. I am lastly called upon to say whether I have ever used or are now using the property of the Vizianagrum Rajah or of Narrain Gujjapatee Rao such as Horses, Conveyances, &c. on loan.

10. In reply to this I beg to state, that the Rajah's horses have frequently been posted for me when visiting Vizianagrum, I have also twice I believe used one of his carriages owing to some accident which prevented my own being available, but I have 4 vehicles in my own stable; also all the horses I require for ordinary purposes, and I may mention that on any sudden visit to this place the Rajah has on more than one occasion asked me to post him a pair of my horses to bring him in the last stage, a reciprocity of courtesy which I presume is rather to be cultivated than avoided, for otherwise it seems to me we should only drive from us Native Gentlemen of rank and independence in place of encouraging that social intercourse and friendship which I had imagined was held to be so desirable. In this matter I have only followed the practice of my predecessors and every other resident of the place. I have also on any sudden emergency had the loan of Mr. Gujjapatee Rao's horses, but this was rarely, and during the present year not once I think have I had occasion to use them. I have no property of Mr. Gujjapatee Rao's on loan and never had, nor have I any of the Rajah's. I ought however to mention for His Excellency's information that the Rajah has a house at Bimlipatam, 16 miles from this, and which is always occupied by the Agent when duty calls him to that place. It never was inhabited by the Rajah and has always been kept up by former Agents and is now kept up by myself. I solicit His Excellency's instructions regarding the propriety of this arrangement in His Excellency's judgment for my future guidance. I am not at Bimlipatam on an average 30 days in the whole year, but the house is furnished by me, and my servants are in charge, the same as when it was in the occupancy of my predecessors. In regard to the use of the Rajah's horses, I would also desire to be favored with His Excellency's wishes, which of course I will in future implicitly obey.

11. In last year when Lord Hartis as Governor honored me with his presence for a few days, I indented on the Rajah as well as on Mr. Gujjapatee Rao for horses to enable me to escort His Lordship to places in the neighbourhood, and of this Lord Harris was at the time well aware, and but for such assistance my own horses would not have been equal to the work required of them during His Lordship's stay. I may also mention in reference to the grain, &c., sent to me by the Jeypore Zemindar, that apart from the customary Nuzzers offered by the Rajah of Vizianagrum and others to the late Governor and which were either returned or carried to the credit of Government, there were the usual presents of sweetmeats, fruits and vegetables, which were received as a matter of course, and His Excellency will know that such trifles could not be returned without proving highly hurtful and offensive, to the feelings of independent Native Noblemen and Gentlemen.

12. I confess I feel much humiliated by your letter altogether, for although I can challenge the closest scrutiny into any point on which it touches, yet it is the first time in my life that my character has in the remotest degree been called in question, or that I was even put as it were on my defence, and the respect I owe to His Excellency as my Governor and as the representative of Her Majesty, precludes me from giving expression with greater warmth to the feelings which that letter has occasioned.

13. Since my advert to the District, I have succeeded in putting down corruption and malpractices in every form, as the records of my office and other enquiry would attest, and I am prepared with every particular on this head should His Excellency desire it; and though last not least, I have grappled with that difficult question of the salt frauds known to prevail throughout India. My reports on this subject are before the Board of Revenue and the result of my measures in a few months has been an accession to the revenue of upwards of 6,000 Rupees, all of which was destined for the pockets of the Salt servants and prospectively at a single Depôt there will be a still further gain of 10,000 Rupees. I have thus raised up a host of powerful Native enemies, who would leave no endeavour unresorted to, to prejudice me before His Excellency, and as I presume that in thus calling on me His Excellency has acted on information from this place, I am able without difficulty to trace the sources of that information, in as much as I was long ago told that Petitions had been sent in against me to the Governor by the very same persons who are now under suspension, (or at their instigation,) and of whom some have instituted ceremonies to propitiate their gods for my death, but I confidently appeal to every Native Gentleman and to every honest public servant as well as to the community at large throughout the District in proof of the position I hold in general esteem.

14. I will not trespass further on His Excellency's time, but I am ready to offer any further explanation desired of me.

15. I feel that I have perhaps been injudicious in forwarding to Government as an enclosure in an official letter, copy of a private journal, which to quote the words it concludes with "was "simply written for the amusement of friends and in memoriam of a very pleasant trip." Hastily drawn up as it was, it however contained matter of general interest, and as this would have taken long to extract for the reasons already explained, I forwarded it entire. His Excellency may have observed that my name does not appear throughout the journal notes, and no one but my friends and family could know by whom it was written. Unfortunately for the moment, I have incurred His Excellency's displeasure, but I trust it is only for the moment and that my present explanation will restore me to His Excellency's confidence in which in my position I necessarily desire to hold a place. My own publication of the occurrences to which His Excellency has taken exception is, I think, ample refutation of any charge capable of being based on those occurrences, and I rest satisfied that this will be His Excellency's view, as I need only appeal to the fact in proof of how utterly unconcious I have been of any offence in any thing I have done or indited.

16. It would have been better no doubt had I carefully reviewed what I wrote, but with the pressure of business which devolved on me immediately after my return from Jeypore and under the heavy affliction which at the time so suddenly came upon me in the death of my beloved eldest daughter, added to the more recent deaths of other near relatives, all within the space of 4 months, I have neither had the leisure nor the heart to attend to any thing but what necessity or duty obliged, and the Records will attest that I have not neglected the calls of my office in any of its varied departments.

17. I leave to His Excellency to accord me that justice which I feel sure of receiving at His Excellency's hands and to which the strictest enquiry into my conduct would prove me entitled, not only from the time I assumed charge of this District, but from the day I entered on my public career.

L.

DEFENCE.

Before entering upon the immediate subject of my defence, I wish to make a few remarks in reference to the prosecution and to myself. In the first place, I desire to acknowledge the honorable and straight forward manner in which this case has been conducted on behalf of the Crown, and to express my sense of the courtesy which the public Prosecutor has displayed in allowing my Counsel to inspect and copy the documents which were to be used against me, and in facilitating my defence in every manner which his duty allowed. But, Sir, I cannot on the other hand refrain from glancing at the peculiar difficulties which have beset me ever since this matter first attracted the attention of Government. The first article of charge does in substance,

though it does not in terms, accuse me of writing a wilful falsehood in reply to the official letter of the Governor's Private Secretary, dated 31st May 1859. Had I been guilty of a deliberate mis-statement or even inaccuracy in reference to a distinct charge against me, or to a specific fact which I was called on to answer, it would indeed have been a grevious crime. But this was not the case. No facts were stated, no charge was put forward in that part of the Private Secretary's letter, out of which this enquiry arises. The letter contains an elaborate criticism upon various passages of my Jeypore pamphlet; it comments upon my supposed violation of the rule against receiving "substantial gifts from Natives," while upon one particular expedition, and then winds up with a general enquiry as to my dealings with the Vizianagrum Rajah and Gajapati Rao. Not a hint was given me that any act of misconduct was imputed to me, or that I was expected to ransack my memory for every fact that had occurred during the last two years. I answered the specific charges with equal minuteness, and answered the general question as generally as it was put; and then stated, (paragraph 14 of letter of 7th June,) that I was "ready to offer any "further explanation desired of me." No explanation was ever asked. A simple acknowledgment (18th June) was all the notice that my letter ever elicited. If any inaccuracy was detected, I was never given the opportunity of accounting for it. Rumour of an enquiry reached my ears, but not from Government; and it is not till two days after the Commissioner and Prosecutor have landed in my district that I receive any official intimation that I have fallen under suspicion. Not till nine days after the landing of the Commissioner am I even informed what the charges against me are, up to the present moment I have never been told the source from which the accusations against me are derived.

2. Sir, the charges against me relate to matter only known to myself and the Rajah, and knowing that he was to be called as a witness, I was naturally anxious that my evidence also might be taken on oath, and tested by cross examination. I applied to you, Sir, for that privilege before the Rajah opened his lips, but you decided that my evidence was inadmissible. To that decision of course I bow, though with deep regret, my only consolation is your own announcement that you would consider my statement as that of an English Gentleman upon his honor, and that it ought to possess as much weight as if it were given on oath. I trust that I shall not be found unworthy of the confidence reposed in me, and I do solemnly aver that I look upon every particle of this defence as if it were sworn before God and man, and that every word has been weighed as accurately, and is uttered with as scrupulous faith as if I had been publicly bound by an oath.

3. And now, Sir, I shall proceed to answer the charges against me:

They resolve themselves into three heads. First, that I had illegal dealings with the Rajah. Secondly, that I falsely denied them. Thirdly, that I used fraudulent means to conceal my falsehood. These I shall deal with in order.

4. The illegal dealing with the Rajah is rested upon my having, as is alleged, borrowed from him two Mirrors, sundry Elephants, and a pair of Carriage Horses, and each of these require separate notice.

5. As regards the Mirrors, the charge simply rests on a conflict of statements between the Rajah and myself. There are no corroborating circumstances on either side. He states that certain Mirrors which are now in my house were lent by him. I state that I bought them from him. This occurred somewhere about March 1858. At that time Lord Harris was coming up and I wished to have them to ornament my drawing-room. I knew that he had many Mirrors, and I asked him to let me have two. He sent me four, of which two were returned some time after. Afterwards he got back the other two in my absence on the occasion of some ceremony or festival and kept them for some time. They were returned by him while I was still absent. He offered them to me as a present, but I declined saying that I would buy them. Nothing was agreed upon then as to their price. Nor were they paid for until the 9th of June, when the Cheque was given. The Rajah admits in his evidence that two were sent and returned, and never received back again. He cannot remember why they were sent, or why they were returned. This I have explained. He also admits that those now in my possession were taken back to Vizianagrum for a time, and then returned to me. Does this look like a loan? Had they been

with me for a short time during the Governor's visit, it might have seemed as if they were borrowed, but then why were they finally restored to me, and left with me to the present time? The Rajah admits that I never received a present from him. Is it not equally incredible that I should borrow a pair of Mirrors for ever—for it comes to that? I might as well be suspected of borrowing his spoons. It may be said, however, why were they not paid for before? I regret this most deeply now, but then it arose solely from his habits of delay, and the peculiarity of his position. There is a natural delicacy in pressing a Native gentleman of great wealth to fix the price of his property, and whenever I spoke to him on the subject he always put off the question. He always said he would settle on some future day, but never did settle. Nor indeed did I think much upon the matter. When the question of loans was raised by Government, I then saw the necessity of preventing further delay, and insisted on a settlement. But this part of the case I shall refer to again.

Dr. Blackwell and Mr. Knox have been called to support this charge. But Mr. Knox only heard that they were the Rajah's and all that Dr. Blackwell knows is, that they had once been his. This I admit, but neither witness knows whether they were sold or not, which is the only point in dispute.

6. The case as to the Elephants is different. Here the Rajah and I agree. I did borrow the Elephants for the periods mentioned by his Vakeel Mullacurjanadoo. I borrowed them, but I only used them for the public service. The first three were borrowed when I went to Nursepatam to hold the trial of the Golgondah rebels. This is admitted by the Rajah, and proved by his Vakeel, who also proves they were used to carry the Cutcherry records, and the tent in which the Cutcherry officials were sheltered. The other six were used on my expedition into Jeypore, which was a public expedition, sanctioned, and paid for by Government. It certainly never occurred to me that I was acting wrongly in borrowing Elephants, without which the public service could not be carried on, from the only quarter from which they could be obtained. I believed that I was only following the uniform practice which prevails in Districts where Elephants are required.

7. Now with reference to the Horses.

The Rajah states that they were lent to me very shortly after I reached this District, and that they have remained with me on loan up to the present time and are his at this minute. My statement is different. When I started for Vizagapatam in August 1857, I brought 5 horses with me, one was left behind sick at Masulipatam, one fell lame on reaching this. At that time the mutinies were at their height. The town was in a state of tumult. I had to be down at Vizagapatam day and night and required a large establishment of horses. Under this pressure I did borrow two from the Rajah—those which I now have—and kept them on loan for rather more than a month, expecting that my two would become serviceable again. When I found they did not, I spoke to the Rajah, and asked him to let me keep them as my own. He offered to let me keep them as long as I wished, but I said that as I knew I should require them altogether, he must allow me to purchase them, to which he eventually agreed. I asked him the price, he said they were only a pair of hacks, and he would let me know. I have more than once spoken to the Rajah about the price of the horses, but he always put me off in the same way. As in the case of the Mirrors, no final settlement was made till the 9th of June.

8. Which of these conflicting statements is the true one? It may be that the Rajah never did intend that I should pay for the horses, and that he put me off from time to time with that view. But I never knew his intentions. All I could judge of was what actually passed between us. As a mere matter of probability I ask you, Sir, whether it is more likely that I would re-place a pair of horses which unfortunately for me had fallen out of work, by purchasing others, or by borrowing for nearly two years? As to what passed between us, I can produce no positive evidence. The only person present on the occasion was my daughter, who is now dead. But I can state that I have invariably spoken of these horses as my own, and I can name specifically Dr. Lowe, the Reverend Mr. Griffiths and Captain Flint, as gentlemen who have heard me so speaking, long before the present question was raised. But there is one fact, which has been relied on by the Prosecutor as evidence of a loan, which I claim as conclusive

evidence of a sale. That relates to the keep of the horses. We have it on the testimony of the Rajah, and his Vakeel Mullacurjanadoo, that horses lent by him are invariably maintained at his expense. We have it also from the Vakeel, that from December of last year, they were not maintained at his expense, but at mine. How did this happen? The Vakeel says, "when I "was at Nursepatam, I met a horse-keeper in Mr. Reade's service. He came and said Mr. "Reade had kept the horses. He ordered not to get any thing more from me." So that we have it from the Rajah's own servant that he discontinued the invariable practice adopted in reference to horses lent by the Rajah, and that on the very ground now alleged, viz., that the horse was my property. Whether the Vakeel ever had such a conversation with a horse-keeper, I cannot tell. It seems on the face of it absurd, and it is far more likely that he got his orders direct from the Rajah. Of one thing I am certain, and that is that I never gave any orders upon the subject. Till some time ago, I never knew that it was the practice of the Rajah to pay for his horses when on loan. It was by mere accident that I learnt that mine had been paid for up to December and not since. I then at once wrote the letter to the Vakeel which has been put up to December and not since. I now put in the Vakeel's answer. In it nothing is said of a horse-keeper.

Marked 1.

9. It may be said, how could the horses have been kept by the Rajah up to December, if they were not his? The answer is very plain. They had been his for rather more than a month after they came into my possession, and the practice continued after they were sold to me. Possibly the Rajah forgot to give orders relating to them. Possibly he wished to try and place me under an obligation. I cannot say. I can say that I never knew of it. I never inspect my household accounts. I never know any of the minutia of my expenses. I give general orders to the treasurer to pay my butler's monthly account, and it is paid in a lump. The one indisputable fact remains, that so long as December the horses ceased to be at the Rajah's expense, and that they ceased to be so because they had become mine.

Before quitting this part of the subject, I may notice an argument which may be advanced, viz., that the cause of their being no longer paid for by the Rajah was, that they were removed from the neighbourhood—sent to Dowlaishwarum. This may be based upon the Rajah's testimony, where he says it was the invariable practice to pay for horses "while they were "in the neighbourhood." But the Vakeel swears that the horses ceased to be paid for at Nursepatam, while the Elephants were paid for at the very same place. I shall also produce the evidence of Captain Flint, who will state that in two instances within his own knowledge, the Rajah has paid for his horses while on loan at a distance very much greater than Dowlaishwarum. So any argument of that nature would fall to the ground.

10. I have now answered with all sincerity and candour as to the real nature of my transactions with the Rajah. I have shewn that the Mirrors were purchased from the very first—that the Horses were purchased after a period of about a month—that the Elephants were borrowed, but openly and for the public service. I now proceed to the second branch of the indictment, viz., that in my letter of the 7th June, I falsely denied these transactions.

11. With regard to the Mirrors, the plain answer is, that they never were on loan, and therefore I was not called upon to make any statement in reference to them. The question relates expressly to property on loan.

12. As to the Elephants, they never occurred to my mind in connection with the question. It obviously relates to loans for my own private use. I had never had any private use or benefit from the Elephants. They were employed on a public expedition solely for public purposes. But in proof that I had never made any secret of their use, I may refer to pages 19, 21, and 42 of my Jeypore narrative which I myself sent to Government officially, in which Elephants are officially mentioned—and to my account of charges for the expedition, sent in to Government, in which appears an item of Rupees 61, "*paid to the Zemindar's Elephant-men as batta.*" I put in authenticated copies of the account furnished to Government, and of the explanations called for and their final sanction—marked 2 and 3.

13. As to the Horses, I have no hesitation in allowing that my brief use of them on loan did come within the terms of the question put by Government, and that I omitted to mention them. But not intentionally. Had I, as represented by the prosecution, kept them on loan for nearly two years, knowing that I had no conceivable right to them, this would have been an unaccountable and fatal omission. But this was not so. Under the urgent pressure of an anxious crisis I had used them for about a month, expecting from week to week that I might be able to return them, and when I was disappointed in this hope, I bought them. I had so long looked upon these horses as my own absolute property, that the short time during which I had used them as the Rajah's had passed from my mind. Had my attention been called to these horses; had I been told that I was accused of borrowing them, the whole transaction would have returned to my recollection. As it was, they never occurred to me while writing the letter. I was only thinking of the general character of my dealings with the Rajah, and a particular fact, which was nearly two years old, and which even when it took place had never weighed upon my mind, now escaped me altogether.

But, Sir, in considering whether an English gentleman is telling a deliberate lie, it is most material to see what motive he could have had, and whether his conduct in other matters countenanced such an idea. Why should I attempt to conceal such a borrowing as I now admit? I did not imagine then—I do not imagine now—that the Governor would have seen any impropriety in my borrowing a couple of horses from the Rajah—the only person who could lend them—for a temporary emergency; at a time when the safety of the town, and the peace of the District required me to be continually on the move. But if any evidence is required that I was not addicted to wilful suppression of the truth, I would ask you to look at paragraph 4 of this letter. His Excellency had expressed "surprise and dissatisfaction" at my having assaulted a guide who tried to run away, and sanctioned his being struck with a whip. I openly take the whole blame of this act upon myself, and explain, what had not been understood before, that it was I who had struck him with the whip. When we remember the well known and publicly recorded sentiments of His Excellency on the subject of violence to Natives; when we remember that he had expressed his strong displeasure at my having passively sanctioned such an act, I think I may claim some credit for candour in having taken a larger share of blame upon myself. I think I may ask you to consider whether it is likely that I, who had voluntarily exposed myself to an aggravated share of displeasure, could have told a wilful falsehood to conceal a matter, for which I could not have even anticipated reproof.

14. I now proceed to the third ground of accusation against me; viz., that I used fraudulent means to conceal my falsehood. If you, Sir, shall be of opinion that I had no falsehood to conceal, little argument will be necessary on this head. But as this charge is the most grave that has been brought against me, the most ruinous to my character, if established, it will be necessary that I should go into some detail in refuting it.

The evidence upon this point is threefold. First, that of the Rajah in reference to our interview on the 9th June.

Secondly, the fact of the ante-dated Cheques having been given by me to him.

Thirdly, certain letters of mine to the Rajah, and the inferences which may be derived from them.

15. The statement of the Rajah is to the effect, that on that day he met me at Vizianagrum; that I appeared much distressed, and asked him to write a letter, saying, that I had no articles of his on loan; that I said I should be ruined unless he did so; that he said he could not write such a letter, but ultimately assented as he could not refuse me; and that I dictated the letter C. You will perceive, Sir, that it may relate to existing loans, and this is important; for if I had told a wilful falsehood to Government in my letter, and if C had been intended to back it up, it would of course have referred to the past time, as well as to the present. A copy of which is before the Court. The greater part of this is false. The real facts are as follows:—

Immediately upon the receipt of the Private Secretary's letter of the 31st May, I wrote the answer dated 7th June. I wished to obtain the Rajah's and Gajapati Rao's confirmation to that part of my statement which had reference to them, and I despatched to the former the letter

Proceedings of the Madras Government, Judicial Department, from 24th September to 4th October 1859. 10

marked J, and to the latter another which is not in evidence. The latter was answered at once by a letter which I forwarded to Government and to which I need allude no further at present. The former was not answered. The following day I went to Vizianagrum on my way to Conada, where I wished to inspect the Light House. I put up at the old Mess-house, and the Rajah came to see me there. My first observation to him was, "why Rajah, you have not sent me an "answer to my letter." He made some excuse, and then we began to talk about the letter which I had received in reference to the Jeypore affair. Our conversation was chiefly about this, but we also spoke about the question I was asked as to the loans. In respect to these I said, "this, "Rajah, all comes from your dilatoriness in not letting me know what I was indebted to you." He expressed considerable curiosity as to the Governor's letter to me, and I promised on some future occasion to shew it to him, as well as my answer. As my great object was at once to settle the few transactions that had passed between us, I insisted on an immediate settlement. He then said that he had not his accounts with him, but if I came to the Fort in the afternoon, he would let me know the dates and prices. Nothing as far as I recollect passed, beyond his perfect acquiescence in my statement as to the Horses and Mirrors having been bought by me. It is utterly false that I was either excited or in distress in the manner he has represented. I did feel and speak very warmly as to the way in which I considered I had been treated, but I never said a word about being ruined unless he assisted me, nor any thing to that effect. At the close of the interview, I said, "well Rajah I should like to have an answer to my letter "to you." He said "certainly Mr. Reade, I will write it at once, or when I go to the Fort, "and I will send it to you now or by a Sowar." I replied that he might as well write it at once. He said "how shall I answer it?" to which I said all I wanted was the truth, and what he had then stated, viz., that I had no property of his on loan. He then wrote me the letter, a copy of which is marked C. I can solemnly assert that I did not dictate that letter; that the Rajah wrote it of his own free will and consent; that he never refused to write it, or hinted that any thing contained in it was untrue.

I visited the Fort in the afternoon about 4 P. M. He then shewed me some pencil memoranda, from which he told me the prices of the Mirrors and Horses, of a Tent which I had purchased from him long since, and of some articles which he had procured for me. I then said that I could not pay for them at present, as my pay did not arrive till about the end of the month, but that I would send Cheques, to this also he assented. From the same memoranda he told me the dates at which the several transactions took place. The matter ended there, and we both proceeded to Conada.

16. Here, Sir, I must pause again to consider which of these statements is the most likely. I will not dwell upon the improbability of my humiliating myself before him, by appearing in distress, and imploring him to save me from ruin by joining me in a lie. I will only ask you to look at the facts as established, and deposed to by the Rajah himself. The Prosecutor has put in my letter J, which hypothesis does it favour? It must be assumed on behalf of the Crown, that this was my first attempt to induce the Rajah to tell what we both knew to be a lie. The letter is dated the 10th of June, but it is admitted that this is a mistake, and that it was received by the Rajah on the 8th. So far from answering my supposed purpose, it would be fatal to it. The letter does not even convey a hint which way I wished it to be answered. If the facts were as the Rajah now states, he would naturally have answered, "you have property on loan," and I must have anticipated this. A simple letter like this would naturally have been answered at once, as that addressed to Gajapati Rao actually was. In what position should I have been had he answered it in the wrong way? I should have had the double difficulty to encounter of getting him to write a lie, that lie being already contradicted under his own hand. Is this conceivable? But take my statement, that I only wanted the plain truth, and knew what the truth was, and the whole thing is just what every one would do. A short note, putting a plain question, without any indication of what reply is expected, and sent in a way when it could be answered at once, at a time when no personal influence was or could be exercised.

17. But, Sir, the falsity of the Rajah's evidence does not rest here, but is plain from the absurdities and discrepancies of his own statements. He said he refused to write the letter a

dozen times. On what grounds? On none, if we are to believe himself. He says (I quote
Paragraph 6. from the short hand writer's notes) "he told me to write a letter that he had no articles of mine on loan. I said I could not. *I assigned no reason*
Paragraph 10. *for refusing.*" Again, "I did not say exactly that the letter was wrong, but that was what I meant." Again, he is asked, "did you tell him what he wanted you to write was false?" "No! I said this cannot "be given. I meant the latter. I did not say it was false, but said it could not be written." Sir, I say that this evidence as it stands is simply incredible. If you believe that the Rajah ever objected to write the letter, you cannot believe that he assigned no reason, you cannot believe that he ever refused to write. Which of the two will you disbelieve? One thing is clear, that the Rajah has come here prepared to swear that Mr. Reade compelled him to write that letter against his will, but he dare not swear to the only fact which would give credibility to his assertion. It may perhaps be that the Rajah had not himself intended ever to allow me to pay for the horses. It may be that he thought the sale was never completed. That is nothing to me. But can he be allowed to charge me with extorting a written lie, when he admits that he never hinted that it was untrue? and then on his re-examination he is got to say that he never would dare to tell a person like me that what I asked him to write was false. And my character is to be sworn away by men, whose evidence can only be made plausible by getting them to say that they would write any number of lies without a murmur.

18. Again he is asked as to having shewn me accounts. If he had done so, it is conclusive as to my case. If he had not, he could not fail to remember it. How does he answer? "I "don't remember having shewn him accounts. I am almost sure I did not. I think I did not "shew him any accounts" and then with a sudden wrench he induces himself to say, "I have "no doubt about this on my mind." Is this the way an honest witness would answer as to a fact which must be within his knowledge?

Paragraph 18. 19. Of course it is material to the Rajah to deny anything having ever been said about the prices of the articles. "Nothing of that con-
Paragraph 7. versation took place" is his answer. But then how are we to account for the Cheques, which it is admitted were received? Here his evidence is even more absurd than ever. He says of me "he said that they "should be considered as sold, and I will send you papers." *Q.*—"Did he specify the papers?"
Paragraph 17. "No, he said he would send papers as he was going away." Again, "I did not know about the three Cheques until I saw them." Again, he is asked "you said that when you received the Cheques you did not know what they were?" *A.*—"Not then; when he said I will send papers, I did not know what papers, nothing was said on "the day of dictating the letter what the papers were." Is it conceivable that if nothing had been said about prices, anything should have been said about papers, which, when they arrive, turn out to be in payment of something? Is it conceivable if any thing was said about papers, that he should never have been told what the papers were, and that he never should have asked? And then comes the obvious question, "What did you think the Cheques were sent for?" "The Cheques themselves shew that they were in payment of the carriage horses bought in 1857." They shew nothing of the sort. They contain no allusion to the consideration for what they were given. How could 3 Cheques bearing different dates be in payment of one pair of carriage horses? Then he goes on, "Then I saw that it was in completion of the arrangement about considering the horses sold." If the prices of the articles had been agreed on, then Cheques for those sums might have appeared to be in completion of the arrangement, but how could they be if no allusion even had ever been made to the subject? Besides according to the Rajah, the arrangement was, not that they should be sold, but that a letter was written stating they were. He swears that up to the present moment the property is all his. If so, why did he not return the Cheques? Why did he not ask for an explanation? The very letters which have been put in as evidence of my guilt, D. and H., are the strongest proof of his falsehood, for they speak of these Cheques as things about which he knows everything already, and do not

convey an iota of explanation. It is perfectly plain that the Rajah has got it into his head that he must deny any thing having been said about prices, or payment, and to maintain this point, there is no absurdity from which he will shrink, no falsehood to which he will not stoop.

20. The next point in the case is as to the three consolidated Cheques F. These are dwelt on by the Prosecutor as the great feature in the case, and conclusive evidence of fraud. It would have been more satisfactory if he had explained how they could possibly assist me in the fraud; how they could be any thing but false to its success. What is the hypothesis on which the case for the Crown rests? That I had falsely stated that I had bought property which I had really only borrowed. That I had got the Rajah to back me up by a lie to that effect, and that I was now preparing evidence which might support me in the event of an enquiry. How could these antedated Cheques help me? By the hypothesis they were intended to be produced; but the moment they were produced, it must appear, either that they never were paid at all, or that they were paid at periods ranging from 21 months to 14 months after they were dated. Either result would be fatal to the idea that they were given at the time they profess to be made. No one could imagine that real Cheques, given nearly two years ago, had been locked up all that time without being presented. Had I been trying to commit a fraud, it is inconceivable how I could have deliberately contrived evidence, which must be useless unless it was produced, and must be fatal if it was produced. And accordingly this triumph of fraudulent ingenuity is, the very strongest fact that has been produced against me. A fact so strong that the Prosecutor professes himself unable to imagine how it can be got over. There is only one thing more difficult to imagine, and that is, how I could ever have done it to help me out in a lie. But even this is not all, for on the 22nd of August, long after I knew of this Commission, I write the letter F, in which I expressly state that the Cheques were antedated. So that I am supposed to antedate the Cheques for the purpose of shewing they had been given many months ago, and then, when I know that a Commission has issued, I put into the hands of the principal witness for the prosecution, a letter in which I admit the reverse of the very fact which they were intended to establish. No one in their senses could act in such a way.

21. The real explanation is very different and much simpler. The only account which I keep of my private money transactions is by means of my Cheques, which pass through my Agent's hands, and these appear in their books, exhibiting the date of the Cheque and the time at which it was paid. These three Cheques were each given in respect of differen ttransactions which took place at different times. That dated October 1857, in respect of the horses, that dated June 1858, was to the best of my recollection in respect of the tent, and some other articles which the Rajah had procured for me, but which were not purchased from him. That dated September 1858, in respect of the Mirrors. I fancy that the lateness of this date arose from the Mirrors having been taken back for a time; but of this I cannot be certain, as I do not remember the data on which the Rajah fixed the time. I was anxious to fix the dates of their transactions, and to preserve some record of them, I had got the dates from the Rajah at our meeting on the 9th June, and I inserted in each Cheque the date of the transaction for which it was given. In this way the time of the purchase was sure to appear from the Cheque, as long as the Rajah kept it; from my Agent's account when it was paid. This was my only reason for antedating the Cheques. It has at least the merit that it will account for the fact, while the reason alleged on behalf of the prosecution will not. Had I contemplated an enquiry on which these Cheques would be produced, I should no doubt have put upon them the date at which they were drawn. But it is rather unreasonable to adduce as evidence that I intended to commit a fraud, the very fact which was certain to lead to its discovery. Nothing but my thorough good faith in the transaction can possibly account for my conduct.

22. The next matter to be dealt with is my letters and the inferences to be deduced from them. I shall examine them in order of time.

23. A. Is dated 7th June and informs the Rajah that I wish to see him on business. I have already stated that I was anxious to see him and settle all these transactions. My impression is that in the course of the same day, I became doubtful whether I should be able to go over to Conada, and I then wrote J., and I believe sent it by the same messenger who took A. This agrees

with the Rajah's recollection. He says that to the best of his belief they both arrived on the day previous to the interview.

C. is the Rajah's letter confirming my statement as to the loans. Upon this I need only repeat the remark made by the Prosecutor in opening the case; that it must greatly weaken the contrary evidence which he now gives, and that nothing but strong corroborating facts can make his present testimony worthy of reliance. But if the facts, so far from corroborating, weaken his evidence, I would ask to have the benefit of his first written statement.

D. is my letter of the 11th June enclosing the Cheques. It contains the passage so much relied on by the prosecution, "I enclose you three papers which take great care of, and lock them up and don't for the present at least let them be seen by any living soul." The inference attempted to be drawn that the whole transaction was a fraud which I wished to conceal. But how does this square with the theory of the prosecution? According to it, the Cheques were to be used as evidence of a sale on some future occasion. If so, why should they be concealed now? Can any thing be more damaging to the weight of an important document than that it should be seen for the first time when it is produced in Court? What is the very first remark always made in such a case? Why that the instrument must have been trumped up for the occasion, or some one would have known of it before. Had I wished to coin evidence for myself, my first object would have been to contrive occasions for letting it be casually seen. My real object was very different. I knew that I had countless enemies; that I was surrounded by Cutcherry servants and others, whose enmity I had earned by detecting their frauds and who were continually intriguing and writing anonymous petitions against me. The Cheques which I was sending bore upon their face no statement as to the consideration for which they were given. The fact of my giving Cheques at all to the Rajah was capable of being misrepresented in a thousand ways. The letter from the Private Secretary in which not only the Rajah, but Gajapati Rao were mentioned, showed that my enemies had actually gained the ear of Government. Was it then unnatural that I should not wish the Rajah to send my Cheques into the bazaar, or even to exhibit them to the Natives who surround his person? The event shews that my caution in this respect was not excessive. And I may remark, Sir, that if I have been guilty of the frauds which are ascribed to me, it is very strange, that no more damaging letters have been produced. For it is very clear, that I used to write to the Rajah with the most unreserved confidence upon every point, and it is equally clear that he has not hesitated to betray every private letter which could possibly be wrested to my ruin.

Another part of D. hardly requires explanation. "Of course you will keep to yourself what passed between us, as I do not wish the public to know that I have been insulted by the Governor as I consider I have been." This obviously relates not to any conspiracy in which I was engaged with him, but to the painful charge made against me, which I had (foolishly as it turns out) confided to the Rajah.

H. has, been put in for the same purpose as D, but in this instance it carries its own refutation with it. "Take care of these Bills for the present, I can give you the money in their stead at any time, but at present keep them in your own keeping and tear up this note. It is I find an unsafe thing to keep letters unless you keep them locked up in some box as received, but when of no real importance, it is better to destroy them." Precisely the same remarks apply to this passage as to the similar one in D. But there is one further observation to be made. As I understood the case for the Crown to be—as the Rajah swears that the case actually is—this sale was a mere colourable fiction: no property passed, as was intended to pass. No horses were really sold and no money was really received. Does this agree with H? Why here I actually offer him the money whenever he chooses to take it. Does that accord better with the notion of a real or a mock transaction?

Another part of H. so far from being evidence against me, is evidence in my favour. "All that affair will end in smoke, you have only to say what you have already said, that I have nothing of your's on loan, *which is the fact as you know.*" I hardly suppose the prosecution will argue that this letter was written expressly to be shown, but if not, it is hardly the language which I would use to a man whom I had persuaded to join me in what we both knew to be a barefaced lie, supported by fictitious documents. In connection with H, I may as well notice F. though out of the order of time.

Proceedings of the Madras Government, Judicial Department, from 24th September to 4th October 1859.

F

My dear Rajah,

Your letter has rather surprized me, you seem to be under the idea that I wish you to state what is not strictly the truth. The two points to which I may want your evidence are, 1st, that I purchased the horses of you about the end of 1857, and 2ndly, that I paid you for them in the beginning of June last. If your memory enables you to give evidence to these two points, it is all I require of you. The fact that I gave you a Cheque antedated is of no consequence and it is one which I myself can readily explain. I am sorry to say I am still very unwell.

Waltair, 22nd August 1859.

Your's ever, &c.,
C. W. READE.

The Rajah has denied in his evidence that I told him I wanted nothing but truth. In these two documents at all events I expressly say so, besides openly admitting the time at which the Cheques were given.

The only other letter to which I need allude is, I. in which I express a very natural wish to be informed should he receive any communications from Government, and to be consulted upon his reply. The rest of the extract put in, merely requests him to respect the confidence I reposed in him in speaking of the Governor. No part of it involves any admission or low suggestion of fraud in the matters now under enquiry.

24. There is only one further view of evidence, advanced on behalf of the prosecution to which it is necessary that I should refer. I mean the evidence given as to the value of the horses. The object as far as I can conjecture is, to show that they were purchased very much under their value. And here I may remark that what would have been the best evidence upon the subject, is either wanting or breaks down. The Rajah cannot remember their value. Had it been very great, his memory would hardly have been so deficient. No one is called from his stables. No accounts are produced to show how much the horses were bought for. In place of this, however, we have got the evidence of Dr. Blackwell, who seems to combine the functions of a farrier and a physician, and who estimates them roughly at 800 or 1000, but does not appear to have any grounds for his opinion. Also that of Captain Mason, a racing man, who says he would pay 1000 Rupees for a pair of horses without examining them, and that he would give that sum for this pair, though he has never examined them. The only person who really knows either of the horses is Mr. Knox, who says that he sold one of them three years ago for Rupees 350. I shall adduce evidence that the horses are worth very much less than either 1,000 or 800.

But here again Sir, I am at a loss to perceive what use the prosecution intend to make of this evidence. I can understand a man being accused of over-reaching another in the purchase of horses, but that involves the idea that he is really buying them and intends to pay for them. The Rajah says nothing of the sort ever took place. They were to be "considered as sold" for the purpose of the letter, but not for the sake of a real transfer. But if the transaction was merely colourable, of course it would be my object to make the price as high as possible, so as to make the purchase appear peculiarly fair. But this is only another instance in which the prosecution has made use of facts to prove one thing, when they really establish another.

25. And now I must refer to a transaction, which, though perfectly known to the prosecution, was not even hinted at till elicited on cross-examination; I mean the letter written by the Rajah to the Private Secretary to Government on the 12th June.

Page 21. Sir, the private history of that letter is somewhat remarkable. The Rajah says, "very soon, I believe a few hours after I received the Cheques, I wrote to the Private Secretary. I wrote to Dr. Blackwell after I received the Cheques, begging him to inform the authorities, and he sent me a draft of a letter. I said to him all that I wished to be said to the authorities, and he gave me a draft which

Page 22. I wrote and sent off;" and again, "I was troubled when I saw the Cheques, nothing would have prevented me from writing, I begged of him to inform the authorities immediately." Is this account credible? On the 9th, the Rajah is persuaded to write a letter which he knows to be false. He goes to the Light House the same day, and never says

another word about it to me. The 10th and 11th pass, but though the terror of my presence is removed, still not a word of remonstrance is uttered. It is not till the Cheques arrive—these Cheques of which not a hint had been previously given—that his alarm rises to a height which can only be relieved by venting his agonies upon Dr. Blackwell and the Private Secretary. These Cheques terrify him to such a degree that nothing could have prevented him from writing; and yet he never adopts the simple method of returning the Cheques. But Sir, I have no hesitation in saying that the Rajah's statement involves a physical impossibility. My letter enclosing the Cheques is dated the 11th, and even if it was sent off early in the day could not have reached him till the evening. But even this is not the case, for the envelope in which the Cheques arrived is endorsed in his own hand, the 12th of June. There is then a few hours delay, till his

Page 12.

fears for himself overcame his apprehension of me. He has then to write to Dr. Blackwell, to send the letter 33 miles, and get back a carefully written answer, which must travel the same distance; and finally, as will be seen by the postmark, the letter is posted at Vizianagrum on the 12th of June, this is palpably false, and if it is false, what becomes of the Rajah's statement of the mode in which this letter was got up, and the causes which operated upon his mind? Is it not much more likely that he was first set in motion, not by these alarming Cheques, but by the instigation of some persons whom he is now anxious to shield? What follows? On the 12th of June the Rajah despatched that letter which he knew would ruin me if believed, yet from that day forward he continued writing to me on every matter in the same affectionate tone as before. I had numbers of such

Page 11.

letters ready to put into his hand, but he prevented the necessity by his own admission, that "I have always been in the habit of writing letters to him. I have always used strong terms of respect and affection. I have continued that style of letter writing down to the day the Commission came here." The man who admits that he acted in such a way cannot complain if he is not believed upon his oath.

26. Dr. Blackwell so far corroborates the Rajah that he says he received a letter from the Rajah, and then sent him a draft of a letter to the Governor. He says that it was on the 11th 12th or 13th of June. It could not have been on the two latter days as I have shewn, and therefore must have been on the 11th if not earlier. He also would lead the Court to suppose that the act emanated from the Rajah alone, and that he at all events had no part in instigating it. But I think this Gentleman's antecedents are not such as to entitle him to very implicit reliance.

Page 29.

He cannot say whether or not he is addicted to writing letters against me. He admits that he may have written accusations against me to Dr. Maclean once, twice or thrice—that he has written similar letters to Mr. Elliot more than thrice, but less than 20 times. That when he receives a letter from a Native, containing a charge which would blast my fame for ever, he never enquires into its truth, never tests it by word or deed, but at once sits down and pens a letter to the Secretary to ruin me for ever. This he does on the 12th of June, and having thus aided another in traducing me behind my back, he has not the common honesty or manliness to warn me of the snare which he has woven around me. Sir, I shall not ask whether this conduct is such as we expect from English Gentlemen, or from those whom it is safe to mix with in private life. I shall not ask the question, because it is irrelevant to this enquiry, and because it only admits of one answer. But it is material to ask whether such dealing does not prove a degree of treachery and animosity which would justify any amount of suspicion? And when we find that I have one such enemy in the station, can there be much doubt of the quarter from which these charges proceed?

27. The letter is itself remarkable enough to deserve notice.—[*Read*]

It begins by expressing an apprehension that the letter C. may mislead Government. The

Marked 5.

Rajah swears that he never knew I wanted to show the letter. I would be glad to know who first told him the note would mislead Government. It then goes on to state a direct falsehood, viz., that I had made him write a letter saying he had never lent me any articles. C. contains no such statement, and none such was ever asked for, or desired. It concludes by a hypocritical hope that the letter may not be considered as affecting me. No one knew better than the writer that such a hope was absurd, and no one was less anxious that it should be realized. But there is one most singular phrase—*(read)*—*("The Governor is well aware, &c.")* This is the only piece of bad English in the letter. If it was inserted to make the letter appear like the genuine composition of a Hindoo, I can only congratulate the author upon the ingenuity of the contrivance, and the success which it has met. But the strangest thing of all is, that the letter states nothing and denies nothing. It does not say that what I dictated was false. It does not say what the real facts were. It mentions nothing about the pretended sale. Nothing about the Cheques. It commits the writer to nothing, which it may afterwards be convenient to disown. It is a mere swivel, which may be turned in any direction that subsequently seems fit. And this ingenious composition was written by Dr. Blackwell, upon the order of the Rajah, without an atom of proof that a single word in it was true.

Sir, I have now done with Dr. Blackwell. I leave him to the soothings of his own conscience and the consolations of those friends who are still willing to own him.

28. I may be asked whether I accuse the Rajah of a deliberate conspiracy against me and of wilful perjury in its support, and if so, what motive can be assigned for such conduct? I do not go so far. It is not necessary that I should suggest any thing of the sort, and I have no wish to make him appear worse than he is. It may be that while politely acquiescing in my desire to purchase his property, he really intended to try and make me keep it on loan. I have shown that the motive he assigns for writing to the Private Secretary was not the real one. It may be that he mentioned the note C. to some friend, and that he was told that enquiries were already on foot; that there could have been no sale without payment; that his only safe course was to secure himself by writing an ambiguous letter to Government.

One thing is clear upon his own admission, and that is, that he is weak enough and false enough to write any thing that is put into his head. Once that letter was written, he was committed. And it then became necessary for him to make his evidence upon this enquiry square with that letter at any cost. It may be said, this is all supposition, and supposition contradicted by the Rajah. True, but I fancy the Rajah's contradictions will not now go for very much. He has been convicted of at least a dozen palpable falsehoods, and if that be so, what becomes of his evidence in other parts? When we find that his most important act, the writing of the letter to Government, was, if not instigated at all events aided by Dr. Blackwell. When we find that he admits that ever since he has been in constant communication with Dr. Blackwell. When we find that the words on which he constantly harps in describing his interview with me, "that "I was greatly excited and distressed," are the very words which are put into his mouth by Dr. Blackwell in that letter, it is hardly an extravagant supposition that the inspiration under which he acted was not wholly his own.

29. I have now, Sir, gone through the entire case, at great length I know, but not I believe at greater length than its importance deserves. I believe that I have not evaded a single document, shrunk from a single fact, or concealed a single circumstance, whether it made for or against me. I have admitted much that was not proved, and that could not be proved against me, merely because it was true. I have boldly avowed that I have had dealings with the Rajah in the way of temporary loans of his horses, in the way of purchases from him, which according to the strict rules of the Service are forbidden, though at the time I never viewed them in that light. I have never concealed them, I have openly spoken of them. They have been notorious to every one in the Station. But I trust I have convinced you that of all really important charges, of all accusations that would blast my name as a gentleman, I am wholly innocent, that I have kept property of the Rajah's for two years on loan; that I have written falsehoods to Government, that I have got a Native to join me in fabricating a lie, that I have tried to concoct false evidence to be used in my defence; of all charges such as these, I solemnly profess my utter and perfect innocence. Sir, it would indeed be strange, if at the close of a long career, in which no whisper of suspicion has ever been breathed against me, I should suddenly have fallen to such a depth of degradation. Still more strange, if such infamy had been incurred without any assignable motive. It is unnecessary for me to dwell upon public services for which I have received the thanks of the Government of Madras, and the approval of the Secretary of State for India.

It is beneath me to produce testimony to my character, which is known throughout the Presidency, and up to this moment has never been assailed. But I will call in evidence this prosecution itself. For two weeks has a zealous and able Prosecutor been in the heart of my District, receiving and soliciting evidence against me. For two weeks has it been publicly known that my power was paralyzed, and that the meanest foe would be safe in assailing me. And yet even now, at this moment, no one has dared to charge me with a single unjust or corrupt act; no one has dared to say that I have ever showed enmity or favor to any man; no one has dared to deny that the duties assigned me by Government have always been fearlessly, laboriously, and impartially discharged. Nothing is laid to my charge but these trumpery accusations, which wither away when the light of day is let in upon them. And these Sir, you are called on to believe upon the evidence of a man, who begins by saying that he has written a lie; who goes on to admit that he wrote a letter to Government as if from himself, which was dictated by another, and that letter also contains a falsehood; and who in his own evidence contradicts himself in every point upon which a contradiction could take place. Sir, I have no doubt of your opinion, and the sentence of Government, and I leave the case with confidence in your hands.

6th September 1859.

(Signed) CHARLES W. READE.

M.

Waltair, September 6, 1859.

In the matter of Charles Reade, Esq., charged under Act 37 of 1850.

Sir,

In reference to some remarks which were made in the course of the hearing to-day, I have to request that you will append the accompanying observations to my written defence, and that they may be taken into consideration along with that part of my argument which relates to the Cheques.

H. D. Phillips, Esq.,
Commissioner under Act 37 of 1850.

(Signed) CHARLES W. READE.

It has been suggested in reference to the three Cheques, that they never were intended to be brought to light, but that I gave them to the Rajah to give the matter the appearance to him of a *bond fide* transaction, and to delude him into the belief that such a sale as I represented had really taken place. But the Rajah's evidence will not admit of such an explanation. Had this been so, it would have been necessary for him to show, first of all, that I did treat the sale as one which had undoubtedly taken place; secondly, that I had expressly promised him these Cheques at the interview, and put them forward as proofs of good faith. Both of these ideas he carefully negatives. He speaks of me all along as cajoling him into a statement which neither of us treated as really true; which was regarded by both as a fiction for the use of Government. As to the Cheques he is quite positive that nothing was said about them, nor indeed could have been, as nothing was said about price. The letter conveying the Cheques gave no further explanation. So that the theory that these Cheques were given to make the Rajah believe the matter to be genuine, cannot stand along with his own evidence. I allege that the Cheques were given, not as proofs, but as the legitimate result of a genuine transaction.

(Signed) CHARLES W. READE.

MINUTE BY MR. PHILLIPS.

First charge.—In respect to the loan of elephants, Mr. Reade acknowledges that he has had some of these animals twice placed at his disposal by the Raja of Vizianagrum;—once to proceed to Jeypoor, once when he was on duty at Nursapatam; but he urges that they were used by him for the public service only, and in support of that extenuating plea, he represents that a sum of Rupees 61, disbursed by him in Jeypoor as Agent to the Governor, in presents to the attendants of the elephants, has been passed under sanction as a public outlay.

2. Nothing has been laid by Mr. Reade before the Commission which shows that the Government have had any official information whatever of the use to which the Raja's elephants

were to be or have been applied; and there is nothing in Mr. Reade's pamphlet relative to his tour in the Jeypoor territory which favors the supposition that Government were intended to be supplied with any information on the subject. The pamphlet, in the first place, is declared by Mr. Reade to have been written for circulation among his private friends and such reference as it makes to the fact of elephants having formed part of his cortége when he went into the Jeypoor Zemindary, is of a general discursive character, in no wise touching on the source whence the elephants were drawn. At the same time it is sufficiently obvious that, provided Mr. Reade did not exceed the sum of Rupees 400 allowed for his trip into Jeypoor, the Civil Auditor is the only authority at Madras who would bring under cognizance an item of disbursement on account of elephants or their attendants, and no public Officer of Mr. Reade's standing is likely to be ignorant that when brought to notice to be passed by the Civil Auditor, it would be so passed as the cost of elephants generally and without a question being asked, or knowledge obtained, whether the disbursement had reference to the elephants of the Raja of Vizianagrum or of any other Raj.

3. On looking over Mr. Reade's explanation to the Civil Auditor in his Document, No. 3, no mention whatever is made, I see, of the Raja of *Vizianagrum*, so that in the event even of that paper having gone on to the Governor in Council, the Members of the Government themselves would have seen from it nothing more than that including a present of Rupees 61 to "the Zamindar's elephant men," (nothing being said of which Zamindar) the cost of Mr. Reade's expedition to Jeypoor involved some outlay for presents.

4. It is therefore clear to me, that in his letter dated 7th June last, K, to the Private Secretary to the Governor, Mr. Reade was bound candidly and openly to intimate that in common with the other articles and circumstances to which he did specially advert, he had, on the occasion of his trip into Jeypoor, had the benefit of the loan of the Vizianagrum Raja's elephants.

5. As regards the use of these animals on the occasion in question, it occurs to me, however, that with particular advertence to the circumstances of the expedition into Jeypoor and its political character, no high degree of culpability attaches to Mr. Reade for having secured the use of the elephants.

6. We find, however, from Mr. Reade's own admission in his defence and from the testimony of both the Raja and his Vakeel that Mr. Reade had the advantage of the services of the Raja's elephants when he (Mr. Reade) was at Nursapatam trying the Golcondah rebels. This place is within the limits of Mr. Reade's charge as Agent. The trial of alleged rebels was as much an ordinary duty of the Governor's Agent at Vizagapatam, as any other special enquiry would be. The conveyance of the Agent's tents to the site of his Cutcherry encampment on this occasion, as it would be on the occasion of an annual Jammabundy,—was a necessity of Mr. Reade should himself have borne the cost. The use made of the Raja's elephants was, this, a saving of personal outlay, and Mr. Reade was individually a gainer to the extent of any sum he must otherwise have paid for the hire of carts or bullocks, or both.

7. Whatever, then, may be the view taken of the use of the Raja's elephants during the expedition into Jeypoor, the case is materially different I consider, when they were placed at Mr. Reade's disposal on the occasion of his tour on circuit to Nursapatam; and the omission to enter in his letter K, to the Private Secretary, some reference to this loan in aid of his movements in his own District, is clearly an omission tending to establi h against him the first item of the charge now preferred, for it is shown by the testimony of the Raja's Vakeel, and it is not denied by Mr. Reade, that the elephants were laden with tents in Mr. Reade's own compound, and that at Nursapatam, they were occupied by Cutcherry servants, which circumstances sufficiently identify the tents with those for the having and the keeping up of which Mr. Reade, in common with every other Collector, would necessarily draw a fixed and an extra tentage allowance.

8. With the exception of the admission relative to the use of the elephants, Mr. Reade has pleaded not guilty to the first item of charge and this exception appears in his defence. He has attempted to explain away his acceptance of mirrors and horses on loan from the Raja of Vizianagrum by broadly asserting that no such loans were made to him for more than a very brief

period, for the simple reason that the mirrors and horses originally borrowed, were actually purchased by him from the Raja, after he had had them some time in use.

9. The truth of this assertion is distinctly denied by the Raja, who has affirmed before me, that no such sale has ever taken place and that Mr. Reade, still possesses the property in question by virtue and in continuation of the arrangement as loan, originally made for Mr. Reade's convenience.

10. The evidence of the Raja recorded before the Commission on solemn affirmation, has appeared to me beyond any doubt to be that of a Native nobleman unexpectedly placed in a very difficult and painful position, but who had determined, under advice given him, to lay bare what had passed between himself and Mr. Reade with the strictest regard for truth. He seemed to me whilst giving his evidence to be entirely guided by that motive, and if I may venture an opinion founded on many years' experience of the examination of native witnesses, the Raja when under examination, stated nothing but the truth. In some few instances, the manner and quick abrupt tone in which Mr. Reade's Counsel put his cross questions, was such, that I had to repeat them to the Raja and throughout I think the Raja was slightly nervous; but his nervousness was that of a man who desired to depose to nothing that he could not quite recollect and be completely sure of; and a long cross examination by an experienced member of the Bar, has failed to shake his testimony in the slightest degree. I consider that it must be accepted as it stands, as good, valid and trustworthy.

11. Its tenor is in the teeth of Mr. Reade's defence and were it altogether unsupported, it would perhaps be unfair to accord to the Raja's statements a greater share of credibility than Mr. Reade might claim for his own defensive allegations. But I regard the Raja's deposition as receiving corroboration through Dr. Blackwell's evidence as to the spontaneous and early communication which the Raja made to him relative to the extraordinary application so pressed by Mr. Reade, that a note should be written to himself by the Raja saying that none of his property was with Mr. Reade on loan. And that this application from Mr. Reade had its origin in circumstances other than those injuriously put forth and wound up in Mr. Reade's defence, I cannot but believe, though I grieve most sincerely to feel myself compelled to form such a conclusion in regard to affirmations solemnly enunciated by a public Officer in Mr. Reade's high position.

12. The general tenor of Mr. Reade's notes to the Raja shows unmistakeably to my mind, that all is not plain and above board and that there is a something to be concealed. I therefore look on this correspondence as supplying other corroboration of the truth of the Raja's explanatory testimony.

13. Again, the evidence of the Raja's Vakeel, that up to the close of November 1858, he had been paying for the keep of the pair of the Raja's horses originally lent to Mr. Reade, seems to me to form additional corroboration of the truth of the Raja's statement that no sale of these horses had ever taken place; for I find it extremely difficult to believe, that any gentleman should, for fifteen months together, be ignorant whether his own private expenditure did or did not include the cost of keep of two horses more or less in his own stables, and I consider it in the highest degree improbable that the Raja's people would have permitted him to be saddled with their keep, if they really had ceased to be the Raja's own property.

14. I form no conclusion in favor of a sale having as Mr. Reade alleges, occurred, from the fact that since December 1858 the keep of these horses has not been at the Raja's cost, as the Raja has himself explained that if horses lent by him, are taken to a distance, it is possible the borrowing party may have to bear their expenses. Now, we observe from the Vakeel's testimony that in December 1858 both the horses in question were at Dowlaishwarum, a place far south of Vizagapatam in the neighbouring District of Rajahmundry, whilst nothing appear to show at what time they returned from that Station to Mr. Reade's own stables. If they came back when the subject of loans from the Raja had been opened, it is obvious that a resumption of payments for keep by the Raja's Vakeel, would not have been permitted.

15. The evidence of Dr. Blackwell, Captain Mason and Mr. Knox, tends to show that a pair of horses which they have understood and considered to be the Raja's, have long been in Mr. Reade's possession and use.

16. The evidence of the Reverend Mr. Griffiths, and Captain Flint for the defence, is in favor of the supposition that they had been sold to Mr. Reade; but I observe that the Reverend Mr. Griffiths is not very clear as to the identity of the pair under notice, as he speaks of a black and a white horse, whereas, the pair referred to by the other witnesses, is a bay and a grey. Further, Mr. Griffiths' statement that he lost the sale of a pair of his own carriage horses to Mr. Reade, because that Gentleman had bought a cheaper pair of the Raja, scarcely squares with Mr. Reade's own representation that he had failed in ascertaining from the Raja what the price of his pair was to be.

17. Captain Flint is not positive as to the precise period of the conversation with Mr. Reade to which he deposes. It would seem, however, to have been early in June last, at which time, seeing the date of Mr. Reade's letter to the Private Secretary, K., it must of necessity have been Mr. Reade's object to state in reply to any remarks on the subject, that he was the purchaser and not a borrower of the horses and mirrors in question.

18. After carefully considering the evidence taken before me, in connection with Mr. Reade's defence and the notes in that Gentleman's handwriting addressed to the Raja which have been put before me as Commissioner, I must confess myself quite incapable of coming to a conclusion other than that Mr. Reade has had the Raja's pair of horses on loan; that they were with him in that position when he wrote his letter of the 7th June last, K; that if what is now set up as Mr. Reade's defence in that respect be true, he was bound, when addressing the Private Secretary in the terms of apparent openness and candour used in K., to state unreservedly what has since been brought forward and that his suppression of those circumstances convicts him of the first item of charge in regard to the loan of horses.

19. As respects the mirrors, from the circumstances of my attaching full credit to the assertions made by the Raja, I hold the same belief as I do respecting the horses; but I am bound to acknowledge that in regard to the mirrors, there is a want of corroborative testimony. It may, therefore, be advisable to abstain from adopting in their respect, the conclusion at which I have arrived in regard of the horses.

Second Charge.—20. The opinion relative to the loan of horses, which I have expressed above, carries with it my conviction that Mr. Reade did certainly induce the Raja of Vizianagrum to address to him a note disclaiming the loans which, for the reasons before stated, I believe to have been made to Mr. Reade.

Third Charge.—21. My view of the very serious accusation contained in the third charge, is also unfavorable to Mr. Reade. It occurs to me that however willing Mr. Reade may have been to take advantage of his authoritative position as respects the Raja and of his intimacy with him to persuade him to write, C., yet that he must have hesitated as to laying bare to the Raja the full extent of the arrangements necessary for the concealment of the loans and therefore that he did not clearly impart to him his intention of pretending to pay by Cheques for what had been borrowed. My impression is that these documents were deemed requisite in order to placing the Raja's repudiation of *loans* beyond reach of subsequent denial and that they were given to him to secure for Mr. Reade as a reality, what the Raja had acknowledged only nominally for Mr. Reade's protection and security. Mr. Reade's explanation of the circumstances under which he states he sent them, does not, I regret to add, appear to me to be a truthful account of the transaction. If, on Mr. Reade's part in this matter, there had been nothing but a desire to set right the completion of a purchase which had been delayed solely by the Raja's own dilatoriness, I can see no cause for the guarded and suspicious tone of the letters subsequently addressed by Mr. Reade to the Raja. It is obvious that the Cheques were not intended to be cashed: not only are they not addressed to any Firms in *Madras* in a way which would admit of their being paid and retained as valid vouchers for such payments, but Mr. Reade afterwards intimated that ready money could be given for them at any time, thus nullifying his own

reason for giving Cheques ante-dated, so as to fix the dates of the transactions to which they bore reference.

Fourth Charge.—22. Assuming my views of the three first charges to be erroneous, the fourth one is fully and completely substantiated by the record I submit and Mr. Reade's own acknowledgments. Under these, he is shown to have bought from a Native Prince under his authority and control, tents, mirrors, and horses; and he has, thus, been guilty of an infraction of the very important and stringent rule, that between Members of the Civil Service of the Government and Natives within their jurisdiction, there shall be no dealings whatever beyond what is actually necessary for house-hold, domestic purposes. Nothing, so far as I can judge, can be offered in extenuation of the irregularity, which, considering the relative position of the Raja and Mr. Reade in his capacity of Agent to the Governor at Vizagapatam, was not carefully to be avoided.

23. I have not felt at liberty to submit only Extracts from the notes in Mr. Reade's handwriting which have been addressed to the Raja and unavoidably form part of the proceedings of the Commission entrusted to me. They therefore reach the Government entire: with these papers before me, I am bound, I consider, to express the opinion, that the desparaging and offensive remarks made in them by Mr. Reade, relative to the representative of Her Majesty now at the head of the Madras Government, are so utterly opposed to the principles and feelings by which an Officer in Mr. Reade's high and responsible position should have been guided in his private intercourse with a Native Prince, that Mr. Reade's retention in the appointment he now fills will be detrimental, if not positively dangerous, to the interests of the State.

MADRAS,
12th September 1859.

(Signed) H. D. PHILLIPS,
Commissioner under Act 37 of 1859.

No. 14. MINUTE BY THE HONORABLE THE PRESIDENT.

It has now become my painful duty to record my opinion upon the result of the Commission of Inquiry into the conduct of Mr. Reade the Collector and Agent to the Governor at Vizagapatam.

The Commissioner considers it as proved that Mr. Reade borrowed and used the property of the Raja of Vizianagrum, a Zemindar under his jurisdiction, to an extent which far exceeded what was justified by the ordinary intercourse of social life, and therefore partook of the nature of corruption; that in reply to an inquiry from me he denied that he had ever had on loan any such property except as a temporary accommodation and in ordinary interchange of civilities; that, in order to support this false statement, he induced the Raja to join in it by writing a letter to him, stating "you have no property of mine on loan," which letter he (Mr. Reade) forwarded to me; and that to give further support and color to this view of the transaction, and to give the Raja apparent ground for taking the line which Mr. Reade desired, he sent to the Raja, after he (Mr. Reade) had been called upon for an explanation, ante-dated Bills purporting to be in payment for the property which Mr. Reade had long had on loan.

I regret to have to record my opinion that this verdict is fully borne out by the evidence, and I entertain no doubt that the facts were as above stated, but I desire that my Colleagues should examine the evidence with the same attention that I have done and state their opinion.

If the conclusion at which we shall finally arrive shall be in accordance with the Report of the Commissioner, it will be our painful duty to remove Mr. Reade from his situation and to suspend him from employment until the Secretary of State for India shall have signified Her Majesty's pleasure.

Madras, 14th September 1859.

(Signed) C. E. TREVELYAN.

No. 15. MINUTE BY HIS EXCELLENCY THE COMMANDER-IN-CHIEF.

I have very carefully read over the whole of the papers connected with the investigation held before Mr. Commissioner Phillips on certain charges preferred, by order of Government, against Mr. C. W. Reade of the Civil Service, Agent to the Governor at Vizagapatam.

I am of opinion, that the charges have been fully sustained by the evidence, and that, therefore; it would be injurious to the public service to permit Mr. Reade to retain his present official position.

Proceedings of the Madras Government, Judicial Department, from 24th September to 4th October 1859.

I accordingly recommend that Mr. Reade may be placed under suspension from all public employment until the pleasure of the Secretary of State for India in Council on the entire case shall be made known to this Government.

Madras, 15th September 1859.

(Signed) PAT. GRANT.

No. 16. MINUTE BY THE HONORABLE W. MOREHEAD.

A careful consideration of the Commissioner's proceedings in this case, has convinced me that the conclusion arrived at by him is correct.

All the irregularities alleged, Mr. Reade has admitted, confining his denial to the second and third charges.

It is possible that Mr. Reade's explanation of his dealings with the Rajah may be correct, and that he really was under the impression that he had made purchases, when the Rajah only intended loans. But Mr. Reade's acts, subsequent to his conduct having been questioned by Government, involve so many points that are difficult to reconcile with his version of the story that to refuse assent to the general correctness of the Rajah's statements is rendered in my opinion, impossible.

The measures suggested in regard to Mr. Reade, must be adopted.

16th September 1859.

(Signed) W. MOREHEAD.

No. 17. MINUTE BY THE HONORABLE WALTER ELLIOT.

The proceedings of Mr. Phillips' Commission reached me only this morning.

I have read carefully the evidence and the Minute recorded by the Commissioner upon it, and I feel bound to express my concurrence in the conclusions at which Mr. Phillips has arrived on the several charges.

Such being the case, there is but one course to be pursued, and I have only to record my assent to the measures proposed by the Honorable the President and approved by my Honorable Colleagues.

Uta-ka-mund, 21st Septr. 1859.

(Signed) WALTER ELLIOT.

No. 18. ORDER THEREON, 24th September 1859, No. 1294.

By an Order of Government, dated 15th Ultimo, No. 1036, Mr. H. D. Phillips, Puisne Judge of the Court of Sudr 'Adálat, was deputed to Vizagapatam as sole Commissioner, specially appointed by Government under Act XXXVII, 1850, for the purpose of making a public and formal inquiry into the truth of certain imputations of misbehaviour by Mr. C. W. Reade, Collector and Magistrate, and Agent to the Governor of Fort Saint George in Vizagapatam.

2. The Articles of Charge as exhibited against Mr. Reade by the Government Prosecutor were:—

"1st. With having in a letter dated 7th June, addressed to the Private Secretary of the "Honorable the Governor, in substance stated that except as a temporary accommodation and in "ordinary interchange of civilities, he, the said Mr. Charles William Reade, had never had on "loan any Horses, the property of the Rajah of Vizianagrum; and having further in substance "stated in the said letter of the 7th June, that, with the exception of the instances mentioned "in the said letter, he had not at that time and never had had any property of the Rajah of "Vizianagrum on loan; whereas, in truth and in fact, and in breach of his duty as Agent to the "Governor of Fort Saint George at Vizagapatam, the said Mr. Charles William Reade had as "loans in his possession for long periods of time, of the property of the Rajah of Vizianagrum, "(being a Zemindar under the jurisdiction of the said Charles William Reade,) two Horses from "about the 3rd September 1857 to about the 10th June 1859; three Elephants from on or "about the 15th August 1858 to about the 30th September 1858; three Elephants from about

"the 8th November 1858 to about 6th January 1859; six Elephants from about 6th January "1859 to about 28th February 1859, and two Mirrors for a long period of time."

"IInd. With having induced the Rajah of Vizianagrum, to write a letter dated 9th June, to "the address of him, the said Mr. Charles William Reade, and forwarded to the Private Secre- "tary of the Honorable the Governor, the said letter, which stated that he, the said Mr. Charles "William Reade, had no property of the Rajah's on loan; whereas the statement in the said "letter was false, to the knowledge of the said Mr. Charles William Reade, who, in truth and "in fact, had on loan at the date of the said letter, two Carriage Horses and two Mirrors, the "property of the said Rajah of Vizianagrum."

"IIIrd. Having induced the Rajah of Vizianagrum to receive into his possession and with "having on or about the 11th June 1859, forwarded to the said Rajah of Vizianagrum, three "Cheques bearing the dates respectively of October 1857, June 1858, and September 1858; and "with having thereby attempted to establish sales of certain property of the said Rajah of Vizana- "grum at the dates borne by the said Cheques, while, in truth and in fact, no such sales ever "took place at those dates, and the said Charles William Reade, drew the said Cheques and "forwarded them to the said Rajah of Vizianagrum, with intent to give a colour to the false "denial of the said Mr. Charles William Reade, that he had ever had on loan any property of "the said Rajah."

"IVth. With having in breach of his duty as Agent to the Governor of Fort Saint George "at Vizagapatam, had pecuniary dealings with the Rajah of Vizianagrum, the Proprietor of an "extensive Zemindary within the jurisdiction of the said Mr. Charles William Reade as "Agent to the Governor of Fort Saint George at Vizagapatam."

3. With his letter above recorded, Mr. Phillips has submitted a record of the proceedings held by him on these four items of accusation; the original papers by which they were sup- ported; his notes of the evidence given by the witnesses who appeared for the prosecution and for the defence; a *written* defence made by Mr. Reade, and four original papers appertaining to it; as well as a *printed* defence received from Mr. Reade's Counsel.

4. Mr. Phillips likewise transmits a Minute in which, as required by Section XXI of the Act, he has recorded his opinion upon each of the Articles of the Charge separately, with the grounds on which it has been formed. Mr. Phillips' finding is, "that Mr. C. W. Reade is guilty of the four acts imputed to him in the Charges laid before the Commission."

5. The Honorable the Governor in Council has perused the whole of these papers with the most anxious attention. He deeply regrets that he can arrive at no other conclusion than that the verdict of the Commissioner is fully borne out by the evidence, and that Mr. Reade is guilty of the Charges which have been brought against him.

6. Holding this opinion, it has become His Excellency in Council's painful duty to remove Mr. Reade from the Office of Collector and Magistrate, and Agent to the Governor of Fort St. George at Vizagapatam, and to suspend him from public employment until the Right Honorable the Secretary of State for India—to whom all the proceedings will be immediately reported—shall have signified Her Majesty's pleasure in the case.

7. Mr. Reade will, on receipt of this order, at once deliver over charge of the Agency and Collectorate to his Acting Principal Assistant, if the gentleman who is to officiate for him has not arrived at Vizagapatam. Until his case be finally decided, he will draw the out-of-employ allowance of his rank.

8. The Government desire to thank Mr. H. D. Phillips for the patience and fairness with which he has carried out the inquiry, and Mr. W. Holloway for the manner in which he has conducted the prosecution on account of Government.

(Signed) T. PYCROFT,
Chief Secretary.

Exd. F. Cartledge.

Pro: of the Madras Govt

Read the following papers.

Letter from Mr H D Phillips Commissioner
under Act XXVII 1850 and
enclosures — Rec'd 12 Sept 59

Minute of Honorable President
dated 14 Sept 1859 —
Do by Hble the C in C 15th do —
Do by Honble W A Morehead 16 do
Do by Honble W Ellis 21st do —

Order thereon 24 Sept 1859 No 1294.

By an order of Govt
dated 15th Ultimo No 1088,
Mr H D Phillips Assist
Judge of the Court of
Sadr Adawlut was
deputed to Vizianagrum
as Sole Commissioner
specially appointed by Govt
under Act XXXVII 1850
for the purpose of
making a public
formal inquiry as to
the truth of certain
imputations of

misbehaviour by Mr
Ch. Read Collector &
Magistrate and Agent
to the Governor of Fort St
George in Vizagapatam.

2 - The Articles of charge
are explicitly stated & drawn
by the Solr Prosecutor
Mr Read's own.

Mr King will be
entered at length -

3 - Into this letter
upon recording, Mr
Phillips has enclosed a record of the
proceedings held by
him or the four
Justices of accession,
the original papers
by which they were
supported; his notes
of the evidence given by
the Witnesses who appeared
for the prosecution
& for the defence;

made by Mr Read &
four original papers
appointing him
Ag. Collector & Magistrate as a part
of defence received
from Mr Read's Counsel

4 - Mr Phillips likewise
transmits a Minute
in which, as required
by Sect XXI of the Act,
he has recorded his
opinion upon each
of the Articles of the
charge separately,
with the grounds on
which it has been formed.
Mr Phillips finding is
"that Mr Ch. Read
is guilty of the four
acts imputed to him
in the charge laid
before the Commission"

5 - The Honorable
Governor in Council
having perused the whole

of Rajapapiers with the
most anxious attention
He deeply regrets that
he can arrive at no
other conclusion than
that the conduct of the
Commissioner is fully
borne out by the evidence
and that Mr Reade is
guilty of the charges
which have been brought
against him.—

6— Holding this opinion
it has become His Excellen-
-cy in Council's painful
duty to remove Mr
Reade from the Office
of Collector & Magistrate
and Agent to the Gov-
-or of Fort St George at
Vizagapatam, & to
suspend him from
public employment
until the Right Hon.ble Secre-
-tary of State for India
in Council shall have
finally disposed of the
proceedings

will be immediately
reported — shall have
the gratification His Majesty's
pleasure in the case.—

7— Mr Reade will on
receipt of this order at
once deliver over charge
of the Agency & Collectorship
to his acting Principal
Assistant, if the Gentle-
-man who is to offi-
-ciate for him have not
arrived at Vizagapatam —
until his case be finally
decided he will there-
-fore continue in the discharge
-ance of his Duties.—

8— The Government
desire to thank Mr
B D Phillips for the
patience & fairness
with which he has conducted
-ted the inquiry — &
Mr W Holloway for the
manner in which

Govt. No. 5 England.
4th Oct. No. 37 of 1859.
Reports Nos. 84 of 1860

195-11

22

42 (x)

13 to 18.

Proc. from 21st Sept. to 4th Oct. 1859.

Judicial 1859 Sept.

No. 1294

Proceedings of the Madras Government

Dated 21st Sept. 1859

Read No. 824.

Reviewing the Report of Mr. H. D. Phillips Commissioner appointed to inquire into the truth of certain imputations of misbehaviour by Mr. B. W. Reade, Collector & Magistrate and agent at Vizagapatam Govt. regret that they arrive at no other conclusion than that the verdict of the Commissioner is fully borne out by the evidence and that Mr. Reade is guilty of the charges brought against him—remove him from the office he now holds and suspend him from public employ.