

L. & M.
2,000-28-10-97.

Local & Munl. (189) Department.

MISCELLANEOUS.

G.O., No. 19^m

DATED 5-1-78

INDEXED. *CR*

[Despatch Abstract.]

Contract . Recording, with remark, letter from
the Municipal Council, Salem, cancelling
its resolution regarding the — of rubbish carts,
bullocks & rubbish.

BACK PAPERS.

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

FURTHER PAPERS.

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

2177
Harcour Cur
2.12.97
Local & Munl. (1897) Department.

CURRENT No. 4180M

Print No 2177 date 2.12.97
forwarded - as the resolution
reported on has been cancelled
nothing more need be said -
but the Council evidently realized
that they had made a mistake &
have put remarks to make upon the subject.
I am taking steps upon the

Revenue side to try & increase the
Sale of the town paper & if
needed, the Committee will be
himself ought to be well satisfied.
Order. of the resolution. 1897
2.12.97 gsk

From The Chairman
Salem Council, Salem

Through The Collectors of Salem

SECRETARY TO GOVERNMENT
No. 1904
3- DEC-1897
LOCAL & MUNICIPAL DEPARTMENT

Dated 3-12-97
Received 3-12-97
Registered 3-12-97
Enclosures 12 & C. 183822 M rectd.
Spare copies

SUBJECT.

Submitting a copy of the
resolution of the Council dated
29th November 97, cancelling
its resolution No 5 dated
2nd September 1897.

The Chairman The Salem Council
thru the Collectors
copy 4/11/98

2/12/97

BACK PAPERS.

G.O.	No.	Department.	Date.
So	2278	he	29-11-97
	1161/97		

FURTHER PAPERS.

G.O.	No.	Department.	Date.

Local & Munl. (1897) Department.

CURRENT No. 3822m

Rep^{no} 164 of 97.
Govt

Govt

From The collector of
Salem

Order No 1161 of 11-11-97

Referred to the Munici-
pal Council Salem for ^{very} early
remarks, which should be sub-
mitted through the collector.

No. 2177
cur
Dated 15 November 1897.
Received 5

Registered

Enclosures - 2.

Spare copies

Govt

Secretary to Government

V.A.
9/11/97

15/11/97
West Minister

SUBJECT.

Reporting on the action
of the Municipal Council
Salem in giving away
the rubble accumulated
in the municipality free
of cost.

To The Chairman, Municipal Council
Salem.

8/11/97

BACK PAPERS.

G.O.	No.	Department.	Date.
fo	2378	del	29-10-97
fo	1800	h	29-5-97
-	1077	h	29-6-96
-	1673	h	19-10-95
-	1119	h	21-2-94

FURTHER PAPERS.

G.O.	No.	Department.	Date.

No. 2177
CV

SALEM COLLECTOR'S OFFICE,

3rd November 1897.

Despatched on 4-11-97

FROM

G. H. Munday Esq.,
acting COLLECTOR OF

Salem,

TO

THE SECRETARY TO GOVERNMENT,

Local and Municipal DEPARTMENT,

Madras.

SIR,

I have the honour to report the following facts in regard to the Municipality of Salem for the information of Government. They reflect most discreditably in my opinion upon the administration of the town.

2. You are aware that the Municipality are asserting that their efforts to improve matters, are crippled owing to want of funds and that they have even applied to Government for a loan to continue the further trial-borings at the wells whence Salem may be supplied with water. I was surprised therefore on reading through the Copy of the Proceedings of the 2nd September

to find a resolution which I quote below

"5. Read petition of Gurusamy Pillai Municipal Contractor praying that some concession may be granted to him in the matter of his ^{dra} contract for the supply of bullock carts and bullocks for night-soil carts.

Resolved that the present contract be extended to the 31st March 1902 — (i.e. 5 years) at the present rates, but the rubbish and night-soil will be given to him free for that period. The Contractor will be bound to supply good bullocks to the satisfaction of the Council."

3. On reading this, I called for all the papers. On getting them, I called for further information viz — Is it a fact

(1) that the contract for the supply of bullock carts and bullocks for the last official year was given to one Gurusamy at the rate of Rs 6 for the bullocks for night-soil carts and Rs 10 for rubbish carts and a pair of bullocks.

(2) that this Gurusamy tendered for the supply this year and accepted the contract, at the same rates as last year.

(3) that in 1896-97 he bought at the rate of Rs 295 per annum for 3 years the accumulations of the rubbish depôts and daily collection of rubbish in all divisions.

(4) that resolution No 5 of the 2nd September on the subject has cancelled this last contract and made him a free grant for 5 years of all the town rubbish.

(5) I also asked if public tenders for the contract were called for and whether the Municipality approved of it by resolution.

4. The answer to my first four questions was in the affirmative and the answer to the last question was that as the rates were those

Sanctioned in a resolution of the Council of 23rd February 1893 there was no special resolution of the Municipal Council about it. This argument is disingenuous as the rates were specially sanctioned for one contract. The Chairman further reported that the grant of the town rubbish free for 5 years was apparently made apparently

- i. because there was little demand for the rubbish.
- ii. because the sum of Rs 295 offered for it was excessive.
- iii. and because the Contractor was incurring loss owing to the unfavorable character of the season.

5. In regard to these reasons, I do not believe any of them. As to the first, there is a large demand, upon the Shevapet side certainly, for the rubbish. I have

have seen it carted for over a mile from the Municipal limits and observed the splendid yield of the crops that have been manured with it. As to the second, in 1893-94, Rs 284-8-4 were collected from this source - in 1894-95 Rs 300-8-4 were realized - the sweepings of only two out of the six divisions of the town being leased out for Rs 165. In 1895-96 only Rs 93-12-4 were obtained. For 1896-97 the accumulations and daily collections were sold for 3 years at the rate of Rs 295 a year. Considering one Contractor, the man Gurusamy has always been the buyer and for many years has been the Contractor for removal of the rubbish, it is absurd to suppose he did not know the worth of what he was buying. Besides I hear he sells 16 cart loads for one Rupee and as some 60 cart loads are taken out of

of the town per diem if he only sells about the quarter of what he collects he still can make a nice profit. As to the third, the unfavorable character of the season, I do not see how it affects the contract and at the time the resolution was passed there had been more than $2\frac{1}{2}$ inches of rain ⁱⁿ the previous 5 days and more than $4\frac{1}{2}$ inches in the previous fifteen days. When the contract was made in March and prices were high and the monsoon uncertain, the prospects of a favorable season were far worse than on the 2nd September. It will be sufficient to show below what is the possible profit out of the contract to show that by no possibility ^{can} the contractor be suffering loss.

6. Last year the contractor received

received Rs 4800 for supplying 30 carts with a pair of bullocks for each and a driver and for supplying 19 bullocks for the night-soil carts.

His expenditure was as follows:—

Capital Expenditure

80 old and worn out bullocks at say Rs 20 per pair. Rs 800—

30 old carts at say Rs 20 (a maximum price) Rs 600—
Rs 1400—

Cost of feeding the bullocks said to be Rs 150 per mensem, let us say Rs 160 per month — for the year Rs 1920—

Drivers' wages ranging from Rs 2 to Rs $2\frac{1}{2}$ to Rs 3 according to the age of the driver — taking the maximum Rs 3 = $Rs\ 3 \times 30 \times 12 = Rs\ 1080—$

Depreciation of stock and interest on capital at 25% say Rs 350—

Sundries . . . say Rs 150—

Total Rs 3500—

Amount Received Rs 4800—

Net possible profit . . . Rs 1300—

I believe as a fact he does not make quite so much profit as he sometimes utilizes the carts, drivers and animals of ryots who pay him one rupee a month which is his net profit. He does this during I believe only parts of the year and subcontracts for not more than about one-third of his carts. Let us assume he does it for the whole year for half his carts he would out of his own working as shown above make a profit of Rs 650 and out of the carts he hired Rs 15 a month or Rs 180. Total Rs 830.

7. It is evident that the Chairman or any of the Council could have come to some similar conclusion to the above, if they had taken the least trouble to inquire before passing a resolution

resolution giving away Rs $295 \times 5 =$ Rs 1475 of Municipal funds.

8. In reporting the matter I regret I do not exactly see my way to remedy it. It may be possible that, as under Section 216 of the District Municipalities Act the Municipal Council have to make arrangement for removal of night-soil, rubbish etc, the contracts entered into by the Chairman himself without the authority of the Council are not binding and may be cancelled under Section 35(1) by the Governor in Council.

9. I append copies of the Resolution of 1893 and a translation of the bond entered into by the Chairman with the Contractor on the 30th October 1897 about five weeks after my letter

to him on the subject and after
I had personally pointed out the
above to him.

10. I may add that the
Chairman says his individual
opinion is that the Contractor was
not entitled to the Concession given
him - if so - it was a pity he did
not bring it to my notice or at
any rate put a minute of dissent
in the book - instead of leaving
the matter to chance to be discovered.

I have the honor to be
Sir

Your most obedient servant

Acting Collector

Muchilika executed on 30th October 1897 by
Gurusamy Son of Kandappan residing at
Thevapat and Contractor by profession, in favor
of the Chairman Municipal Council, Salem
regarding the supply of double carts and drivers
for removing rubbish and bullocks for night
soil carts.

As the Municipal Council Salem at its
meeting held on the 2nd September 1897 has
converted my Contract for the official year
1897-98 regarding the supply of double bullock
Carts, drivers for removing rubbish and bullocks
for the night-soil carts, into one of 5 years and
as in accordance therewith you have issued
an order No 1490 of 1897, I hereby agree to the
Cancellation of the Muchilika executed by me
for one year, and bind myself and my heirs
to supply for a period of 5 years from 1st April 1897
to 31st March 1902 Subject to the conditions noted
below.

Double - bullock carts with drivers for the
to remove the rubbish, and to convey the drainage
- water within the Municipality at the rate
prescribed for the current year namely Rs 10
per

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per mensem for a cart and also to supply bullocks for the night-soil carts at Rs 6 per mensem for a bullock.

Conditions

- (1) This Contract shall extend over a period of 5 years commencing from 1st April 1897 and ending with 31st March 1902.
- (2) In order to ensure the fulfilment of the above Contract, I deposit with you the Post Office Savings Bank Pass Book for No 414 which represents the amount due to me for one month under the Contract.
- (3) The carts and bullocks I shall provide, will be in good condition to the satisfaction of the Council and I shall cause them to be present ready for work in the Divisions specified from 5 A.M till 11 A.M in the forenoon and from 2 to 6 P.M in the afternoon. I shall arrange to deposit the rubbish so removed in the places pointed out by the Divisional Councillor or the Chairman. Should there be any detriment to the execution of the work or if the rubbish is deposited in places other than those prescribed I shall hold myself liable to a fine not exceeding one Rupee
FN

for every cart for each day besides being subject to prosecution if so ordered. It will be open to you to cancel the contract and to accept other tenders if the work suffers frequently in consequence of any default and if I fail to carry out the conditions of this Contract. I shall further be liable to all the damages which may be incurred in consequence.

(4) you shall also have the power to deduct from the monthly payments any fines which you may see fit to impose for mistakes committed by me.

(5) The Chairman may after a month's previous notice dispense, at any time within the period of this contract, with all or some of the carts.

(6) I have the right to utilize the rubbish and the night soil accumulated in the rubbish depôts during the period of my contract free of cost in accordance with the resolution of the Municipal Council.

(7) Provided I conduct myself to the satisfaction of the Council during the

Currency of the contract I shall have the
right to get back the Savings Bank
Deposit referred to in para 2.

(Signed) Gurusamy
in Tamil

Executed in the presence of the undersigned
on the 30th October 1897.

68 (Signed) A. Prabhavattar Pillai
Chairman

(Sd) S. Krishnasamy
Municipal Councillor.

(True Translation)

[Signature]
Acting Collector

Proceedings of a Special Meeting of the
Municipal Council of Salem held on
Thursday the 23rd February 1893.

Present.

Chairman

MRSy W. Virasami Aiyar Auzgal

Official Councillor

H. D. Robinson Esqr.

Non official Councillors.

Revd. J. H. Nicholas M. A.

MRSy D. A. Balakistna Aiyar Auzgal

" J. Narasinga Row Ram.

Sheik Mohideen Sahab.

A. Ahmed Sahab.

MRSy R. Alagiyar Chettiar Auzgal

Rao Sahab

2
3822nd 99

" K. Thammanna Chettiar Auzgal

" P. Subramania Chettiar Auzgal

1. Read and sanctioned the following
estimate

2.

3. Read tenders received for the supply of carts, bullocks etc.

The tender given by Gurusami will be accepted

(True extract) (Signed) W. V. Vasanthi
Chairman

Acting Collector

Copied by
28.10.07.

Special
Extract from the Proceedings of a General Meeting of the
Municipal Council of Salem held on the 29th November 1897.

PRESENT.

Chairman

M. K. A. P. Subramanian B.A.

Official Council

S. M. V. Woodman B.A. B.L.

Brigade Surgeon R. Col. A. N. Rogers Harrison.

M. K. R. Govindaraja Aiyangar B.A.

Non-officials

S. Muhammad Sahib B.A. B.L.

M. K. C. S. Ramasami Aiyar B.A. B.L.

" S. Ramasami Aiyar

" J. Narasimha Row Ram

" S. Krishnasami Mudaliar

" M. Kathiravelkumar

" Chetti Mathiam Chettiar

" M. Venkatasubramanian Aiyar

" N. Raghunatha Sastry

" K. Shanmugasami Chettiar

" P. Cooleramani Chettiar

Syed Hader Sahib

A. Ahmed Sahib.

1. Read again Indorsement No. 1161 Dated
11th Instant, from Government referring to
the Municipal Council of Salem for early
removal of the rubbish from the collector of Salem
reporting on the action of the Council in giving
away the rubbish accumulated in the
Municipality free of cost, adjourned a

the meeting of the council held on the 25th November 1897.

Proposed by J. M. V. Woodsman Sahib Bahadur and seconded by Mr. R. S. Krishnasami Mudaliar, a majority, that the resolution of the council, dated 2nd September 97 regarding the extension of the contract of rubbish carts and bullocks to Durusam for 5 years and the grant of rubbish free of for the same period be cancelled, and that the original contract of the carts and bullocks for one year and that of the rubbish for 3 years be continued.

Carried Unanimously

(Incorporated)

Compd: 1897

A. Pushpanatha Pillai
Chairman 12/97

4180 M

Salem Municipal office,

No. 1904

Dated 1st December 1897

4180 M

FROM

M. R. Ry,

A. PUSHPANATHA PILLAI AVERGAL, B. A.,

Chairman, Municipal Council,

SALEM.

TO

THE Secretary to Government,
Local and Municipal Department,
Madras.

Enclosure 2.

Through the Collector, Salem.

SIR,

With reference to Government endorsement No. 1161 dated 11th November 97 herewith resubmitted, I have the honor to submit herewith, for your information, a copy of the resolution of the Municipal Council of Salem, passed at its special meeting held on the 29th ^{Nov} instant. It will be observed from this, that the Municipal Council has on reconsideration cancelled their former resolution No. 5 dated 2.9.97 and restored the statu quo ante.

I have the honor to be
Sir

Your most obedient servant

A. Pushpanatha Pillai
Chairman

Compd: 1897

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