

Read the following papers:—

No. 310. Proceedings of the Court of Wards, dated 17th July 1873, No. 1,303.

Read again Proceedings of the Court of Wards, dated 5th March 1873, Mis. No. 1,271.

" " " " 9th April " No. 565.

Read also the following letters:—

From W. S. WHITESIDE, Esq., Collector and Agent to the Court of Wards, to  
J. GROSE, Esq., Secretary to the Court of Wards, dated Chittoor, 26th  
June 1873, No. 364.

On reading the correspondence that took place during my absence from the district on privilege leave, I observe that the Court, in paragraph 4 of their Proceedings, dated 9th April 1873, No. 565, remark that the whole of the probable

1. Rupees 203-13-11, arrear of house-rent due to Government. loss on account of the two items noted in the margin is due to actions on my part which resulted from private feelings and not from official considerations.
2. Rupees 818-10-6 due to the Arnee estate on account of advances given in anticipation of the execution of works given on contracts.

2. With all deference to the opinion of the Court of Wards, I beg respectfully to inform them that they are quite in error in the remark they have thus placed upon record. With the balance of house-rent due by Mr. Frericks I had nothing whatever to do. I never rented the house to him; indeed, unless I am greatly mistaken, he was actually occupying it before I joined the district in April 1872.

3. As regards the second item of loss, the Court have already been fully informed, in my letters, dated 11th and 21st February 1873, Nos. 91 and 120, respectively, of all the circumstances under which the advance of money was granted by me to Mr. Frericks. From the terms of the order passed thereon, it was clear to me that the Court were satisfied that I had acted to the best of my judgment in entrusting Mr. Frericks with contract-work, and considered that the best course, under the circumstances set forth in my second letter, was to give Mr. Frericks every chance of carrying out the works given to him, and I was accordingly directed to take the necessary steps.

4. I much regret that, with these facts before them, the Court should now have considered that the possible loss to Government and to the minor estate of Arnee was due to action on my part resulting from private feelings. This was not the case at all. I had only one interview with Mr. Frericks before giving the contract to him, and I was, as I have previously explained, led to entrust him with works on recommendations, oral and manuscript (the latter of which comprised documents in the hand-writing of the Second Member of the Board of Revenue), that I considered could be safely relied upon.

5. I regretted very much that there should be any chance of loss to the estate from failure on the part of any contractor employed by me, and simply on that ground, and not at all because I felt I had improperly yielded to any private feelings, I expressed my readiness to make good such loss. The Court of Wards, however, then stated that they were prepared to make ample allowance for Mr. Frericks, and desired that every opportunity should be given him to enter into



fresh agreements and carry out the works I had originally entrusted to him; and their passing such an order appears to me to indicate that the Court of Wards did not then look upon my actions as the result of private feelings. Had this been the case, I suppose that the only course would have been to require me at once to make good the loss.

6. I respectfully trust that, with this explanation before them, the Court will be pleased to withdraw their remarks already adverted to.

From the same officer, dated Chittoor, 7th July 1873, No. 381.

WITH reference to your memorandum, No. 982, dated 5th instant, received this day, I have the honour to state that Mr. Frericks, at the first interview I had with him in the early part of May 1872, showed to me, among many other testimonials, three documents in the hand-writing of Mr. W. Robinson: the first of which was given by him as Inspector-General of Police, recording his high opinion of Mr. Frericks's zeal, efficiency, and honesty, as an Inspector of Police in the Tanjore District; the second was a letter to Mr. Frericks on the subject of some appointment (the Superintendship of an estate on the Nilgiris I think), in the obtaining of which Mr. Robinson appeared to be kindly interesting himself; the third paper was also very much to the same effect. Mr. Frericks informed me that he had other letters from Mr. Robinson, which I could see if I liked, but I told him that that was not necessary, as his other testimonials, obtained subsequently from his superiors in the various departments in which he had served after leaving the Police Force, fully bore out the high opinion Mr. Robinson had expressed of his qualifications and character.

2. As Inspector-General of Police, Mr. Robinson, of course, had hundreds of men of all grades and classes constantly under his supervision, and I was well aware that he was not in the habit of hastily giving any one a character that he did not thoroughly deserve. A few words of a commendatory character, therefore, from his pen naturally carried with them far more weight than pages of eulogy from an officer in a less responsible position; and when the good opinion he had placed on record was supported by many others of a similar character, granted in subsequent years by those under whom Mr. Frericks had been employed in positions of responsibility and trust, it seemed to me that I might safely rely on him as an honest, hard-working man.

3. These certificates were, as I stated, shown to me early in May 1872 when I visited Vellore just after the cyclone, and I never saw or spoke to Mr. Frericks again until after the trials of the Civil Suits in the Chittoor Court, when he called on me in my office and asked for employment in the Arnee Jaghire. I saw on the same day in office Mr. Gordon, Mr. Frericks's legal adviser in those suits, and, in reply to a question from me as to whether Mr. Frericks was to be trusted, Mr. Gordon assured me "upon his honour" that he believed Mr. Frericks to be a really honest, trustworthy man who would carry out works entrusted to him thoroughly and efficiently. I considered that this information was sufficient to warrant my employing the man, and, acting *bona fide* and to the best of my judgment, I gave him the contracts from no private motive whatsoever. If adverse

circumstances, already detailed in my letter, No. 120, dated 21st February last, had not befallen him, I still think Mr. Frericks would have executed the works properly.

4. I kept no copies of any of the documents shown to me by Mr. Frericks. I could, at that time, have had no provision of what has subsequently taken place, and Mr. Frericks did not ask me for work until the expiration of some five months or more after our interview in May. I have given you now the purport of the papers referred to in your memorandum under reply entirely from memory, and after the lapse of upwards of a year from the one perusal I had of them; for I need hardly remind you that it is not customary for a Collector to take copies of the testimonials to character shown to him by any person who calls on him casually on business.

In the letter to Government of the Commissioners, who inquired into the administration of the Vellore Municipality and other matters in November 1872, they drew attention to the manner in which, while a Mr. Frericks was at law with the Municipality and in the wrong, Mr. Whiteside espoused his cause by giving him large contracts and advances.

2. In an "additional statement," given before the Commissioners by Mr. Whiteside, he said: "Some time after the suits had been heard, Mr. Frericks came to me and said he was anxious to obtain work in the district and to show that he could perform contracts honestly. I said I would give him an opportunity of doing so. I was the more inclined to do so, as I felt he had been hardly dealt with by the Vellore Municipality \* \* \* \* Mr. Frericks told me he had spent all his money in his suits, and asked me, therefore, for some advance, as, if he were set on his legs again, he would be able to start afresh. I bound him down by strict agreements, and told him it was a special case, and would never be done again."

3. In the course of cross-examination, Mr. Frericks said: "I have received an advance of Rupees 300 on each of the three works in the Arnee Jaghire, and of Rupees 80 for one Local Fund Work, \* \* \* The three works are estimated nearly at Rupees 5,000. I have given no security."

4. Mr. Kelsall deposed that since the suits had been dismissed, Mr. Whiteside had often written to the effect that Mr. Frericks had been badly used, and he wished him to be employed on Local Fund Works. Mr. Kelsall also said: "Mr. Frericks is without capital and in debt: he has had decrees out against him since I have been here. He owes me, as Sub-Collector, twelve months' rent for his house, for which, at the direction of the Collector, I filed a suit against him, which, under the same authority, I withdrew on his promising to pay by instalments."



*Proceedings of the Madras Government, Revenue Department,  
28th October 1873.*

5. In their order on the report, Government, in censuring Mr. Whiteside, said: "His almost ostentatious patronage of Mr. Frericks, while that person was actually prosecuting the Municipal Commissioner and after his insolent demeanour to Major Searle, was a manifestation of partizanship, most unfitting his position in the district as Acting Collector \* \* \*."

6. The attention of the Court of Wards having been called to these passages, they desired Mr. Whiteside to report whether he had given contracts for works in the Arnee Estate to Mr. Frericks, and made advances to him, on his personal security only, at a time when his solvency was doubtful, etc.

7. Mr. Whiteside replied that between the rejection of the suits against the Municipality and the institution of the inquiry about the Vellore Municipality, Mr. Frericks came and implored him for work; that after examining many strong certificates as to Mr. Frericks's character and ability and trustworthiness (amongst them some by the Second Member of the Board, which must, however, have related to events which happened about twelve years ago when Mr. Frericks, who was then a Police Inspector, left the Police), and making such further inquiry as he deemed necessary (from the Magistrate and Sub-Collector amongst others), he gave the man a contract for a small Local Fund work, which was performed well in every way; that he then gave Mr. Frericks contracts for these works to cost Rupees 4,610 in the Arnee Estate under strict conditions, and with great reluctance advanced Rupees 900 on Mr. Frericks's personal security alone to give him a fair start; that first heavy rain fell, then the Vellore inquiry kept Mr. Frericks a week in Vellore; then his wife became dangerously ill, and that kept him in Vellore three weeks more; and then his wife died; that the work remained undone, and the money advanced melted away in the midst of these unlooked-for misfortunes; and that Mr. Whiteside became aware in December,—and not before,—that the man was insolvent.

8. In a letter written a few days afterwards, Mr. Whiteside strongly recommended that Mr. Frericks (who had put in an appearance) should be allowed to recommence the works.

9. This was the only course that made it possible for the lost advances to be recovered, and the Court assented; but, while making full allowance for extenuating circumstances, they considered it necessary to point out that Mr. Whiteside was wrong in giving contracts and making advances to a man with regard to whose solvency he was admittedly doubtful.

10. As was to be expected, Mr. Frericks made no attempt to go on with the work, and in March he took the benefit of the Insolvency Act, owing at the time, Rupees 819 to the Court of Wards on account of the Arnee Estate and Rupees 204 to Government on account of the rent of the house referred to above.

*Proceedings of the Madras Government, Revenue Department,  
28th October 1873.*

11. The Board remarked that the whole of this probable loss seemed to be due to actions on the part of Mr. Whiteside, which proceeded from personal feeling (alluding to paragraph 3, G. O., 7th January 1873, No. 19, quoted above), but deferred considering whether Mr. Whiteside, who was then on leave, should be held pecuniarily responsible until he should return.

12. The debt for house-rent was not included in the Insolvent's discharge, because it was due to Government, and the sum due to the Court of Wards was not entered in the Insolvent's Schedule; but he is now as insolvent as ever, and in jail for a criminal offence (defamation), and there is no hope of the recovery of either debt.

13. Mr. Whiteside now states that he had nothing to do with the house-rent, and that the Court's order of the 5th March 1873, Miscellaneous No. 1,271, shows that they then considered he had acted to the best of his judgment in giving Mr. Frericks the contracts and advances, and approved of allowing Mr. Frericks another chance. He refers again to the testimonials he read and heard before he gave the contracts, and trusts that "the Court will be pleased to withdraw their remarks."

14. The Board have given their fullest consideration to this matter, and they now resolve to report to Government that Mr. Whiteside should, in their opinion, be required to refund the Rupees 818-10-6 lost to the Arnee Estate and the Rupees 203-13-11 lost to Government by his ill-judged "partizanship" in support of Mr. Frericks.

15. However strong Mr. Frericks's testimonials may have been, Mr. Whiteside was not justified in giving him contracts and in making him advances on his personal security alone, especially when Mr. Frericks told him, as is admitted in Mr. Whiteside's evidence before the Commissioners, that he had spent all his money, or, in other words, was insolvent. The order of the Court, which allowed work to be resumed, was an inevitable consequence of the mistaken report which Mr. Whiteside submitted of Mr. Frericks's honesty and anxiety to work out his contracts; but it did not in any way imply approval of, or condone the past action of the Collector. Mr. Whiteside acted wrongly, and he did so from a purely personal feeling,—a wish to support an antagonist of certain members of the Vellore Municipality.

16. The case with regard to the house-rent is simple. From Mr. Kelsall's evidence before the Commissioners as quoted above, it appears that Mr. Whiteside stopped the prosecution of a suit which had been actually filed by the Sub-Collector, and which would, in all probability, have prevented the loss. The same motives must have prompted this action.

From W. S. WHITESIDE, Esq., Collector of North Arcot, and Agent to the Court of Wards, to the Hon. W. HUDLESTON, Chief Secretary to Government, Fort St. George, dated Chittoor, 25th July 1873, No. 38.

I HAVE just received the printed Proceedings of the Court of Wards, No. 1,308, dated 17th instant. No manuscript copy of these Proceedings was sent to me in the first instance as is usual, and I was consequently, until now, unaware that some days back the Court of Wards laid before Government a Proceedings,



recommending that I shall be held personally liable for the advances made to Mr. Frericks, and also for certain house-rent due by him in Vellore.

2. I gather from these Proceedings that certain papers, which form part of the correspondence briefly reviewed by the Court, have not been laid before Government for their consideration along with the Proceedings. As the matter is of such personal and pecuniary importance to me, I am now addressing the Court of Wards on this subject, and pointing out that, in justice to me, they are bound to lay the matter before Government in the fullest possible manner, and, until the papers in question have been forwarded, I have the honour to request that the Government will be pleased to defer passing their final orders.

No. 310 B. From the same officer, dated Chittoor, 6th August 1873, No. 44.

I HAVE the honour, with reference to the Proceedings of the Court of Wards, No. 130, dated 17th July, to request that the Government will be pleased to take into consideration the following remarks that I think it right to offer upon the reasons assigned by the Court of Wards, why I should be held liable for the advances made to Mr. Frericks, and also for the house-rent due by him in Vellore.

2. I beg to draw the attention of Government to the fact that the Court of Wards had, between the 23rd October 1872 and 22nd January 1873, sanctioned the outlay of 34,000 Rs., to be expended in improving the irrigation-works of the Arnee estate at present under their management. That money I had to lay out to the best advantage, and as quickly as possible, for the working season was drawing rapidly to a close; to that end, it became necessary for me to employ a large number of contractors to take up the various works selected for improvement. Applications for the contracts were very numerous, and, in deciding whom I should employ, I had to rely in several instances upon the testimonials produced by the applicants. I need hardly remark that it is not always possible for a Collector to select at a moment's notice many trustworthy reliable men of capital to fulfil a large number of contracts, and he must be guided, in many cases, by the testimonials or certificates of character produced before him. Now those shown to me by Mr. Frericks were unexceptionable in every way. They dated from many years back, and certified to his continuous good character, as well as honest performance of contracts down to last year. I made, moreover, personal inquiries about him, and finally concluded that I might trust Mr. Frericks with work.

3. In my letter to the Court of Wards, No. 381, dated 7th July 1873, I replied to a memorandum calling on me to forward, if possible, copies of the certificates shown to me by Mr. Frericks, and after despatching it, I saw Mr. Frericks in the Chittoor Jail, and asked could he let me have his original certificates and papers to send to the Court of Wards. They were not then in his possession, although still in existence, and he reminded me that he had shown me a letter from Mr. B. B. Thomas offering him, when an Inspector in the Police Force, with Mr. Robinson's consent, the post of Superintendent of an estate on the Nilgiris, the joint property of several gentlemen. Also a letter from Mr. W. Robinson, expressing his pleasure at the satisfactory condition of that estate then under Mr. Frericks's

management; also a certificate from Mr. Robinson written from Kotagerry after Mr. Frericks had quitted the Police, commending him highly for honesty, zeal, and efficiency. These were some of the papers Mr. Frericks had shown me, and I contend that I had good grounds for relying upon them as I did. I did not write to the Court of Wards, and detail them as I have now done, because I believed I could rely on the Court of Wards' previous remark that they were prepared to make every allowance for me in trusting Mr. Frericks with advances. Under present circumstances, however, I think it proper to specify the certificates and papers which induced me to trust Mr. Frericks, especially, too, when, as I have already informed the Court of Wards, the good character given him by Mr. W. Robinson, and which had enabled him to obtain an excellent appointment on quitting the Police, was supplemented by many other certificates extending over a series of years down to the present time.

4. The Government are, of course, aware that the giving of advances to contractors is an extremely common occurrence. It is a matter for the judgment of the officer giving the contract. In these Arnee contracts, and at the very same time when I gave the advance to Mr. Frericks, acting on my judgment as to what was best to be done, I also made an advance of precisely the same sum (Rs. 900) to a native to whom I was giving contract, and to the same amount as to Mr. Frericks. I mention this fact as disproving the assertion of the Court of Wards, that I made a special case in Mr. Frericks's favour from an improper personal desire to support him in opposition to certain members of the Vellore Municipality. The native to whom I made this advance experienced, to a great degree, the same difficulty in carrying out his contracts that Mr. Frericks had met with. Just as he was commencing work the monsoon broke heavily, the tanks that he was repairing filled, and were kept full by successive heavy falls of rain, so that it was not until the end of March last that he was able fairly to get to work. Since then he has gone on steadily, and, if Mr. Frericks had not met with the other troubles I have detailed in my letter to the Court of Wards of the 11th February last, No. 91, I still think he would have carried out his contracts properly.

5. The Court of Wards say that I erred in trusting with contracts a man who was not possessed of a substantial amount of capital, but I venture confidently to assert that, if inquiry were made, it will be found that an enormous amount of the contracts for Public Works throughout this Presidency are given year by year to men who are not capitalists, who merely take the contracts with an eye to the small profit they may be able eventually to make. I believe every Collector will admit this as a fact, and it certainly has never, so far as I am aware, been laid down as a rule by Government or the Board of Revenue that, if by any chance, or under any combination of adverse circumstances, a contractor fails to complete his works, or occasions loss of money entrusted to him *bona fide* for the execution of those works, the officer making such advances shall be held personally liable. As a case in point that occurs to me at this moment, I may just mention that, not very long ago, one of my predecessors in this district advanced to a Daloyet on his establishment, a man of no capital whatever, and drawing a salary of only Rs. 7 a-month, the sum of Rs. 845-8-5 wherewith to dig a well for the



use of pilgrims visiting the town of Tripati. The well was only partially dug, and the whole of the money so advanced to the peon was completely lost. But the Board of Revenue have certainly not held the Collector personally responsible for that loss. I adduce this instance, in order to urge, as I desire to do, that, if there is any rule making officers personally liable for advances sanctioned by them, it has never that I know of been promulgated, and certainly has never been enforced. It would, therefore, I submit, be hard upon me to make a special case now, and hold me liable for doing what I again positively assert was not the result of purely personal motives as alleged by the Court of Wards.

6. In paragraph 8 of their Proceedings under notice, the Court of Wards state that, in my letter to their address of the 21st February last, I strongly recommended that Mr. Frericks, who had then put in an appearance, should be allowed to recommence the works previously entrusted to him; and, in paragraph 15, they go on to observe: "the order of the Court, which allowed work to be resumed, was an inevitable result of the mistaken report which Mr. Whiteside submitted of Mr. Frericks's honesty and anxiety to work out his contracts." I now beg to request that the Government will be pleased to refer to that letter of mine misled by which the Court of Wards say they were induced to permit Mr. Frericks's re-employment. They will perceive that it consists, first, of a report from me of an interview I had had with Mr. Frericks, and of the statements he had then made to me; second, of the announcement that I awaited the Court's orders on the whole matter I had reported to them on the 11th February; and, third, it concludes with the incidental remark that Mr. Frericks's conduct, as then reported by me, supported, I thought, my belief that, had not circumstances been so adverse to him, Mr. Frericks would have duly fulfilled the contracts when originally given to him. I submit that this letter of mine, so far from containing a strong recommendation that he should be allowed to resume work, really contains no recommendation at all in Mr. Frericks's favour. I merely reported a certain fact, and stated that I awaited orders, and, further, the Government will see, on referring to my letter of the 11th February, which was then undisposed of by the Court of Wards, that, in paragraph 9, I distinctly informed the Court that as Mr. Frericks had failed to perform his contracts, I had entered into engagements with one Velleri Naidu to carry them out. As, therefore, it was no longer in my power to give those works back to him, it is, I think clear that I could not have recommended that Mr. Frericks should be allowed to resume operations thereon.

7. When the Court of Wards desired work to be given to Mr. Frericks again, I informed him that, if he produced before me the parties whom he stated were prepared to back him in the execution of contract works, I would be prepared to enter into fresh agreements with him for the execution of some other works, but not those previously entrusted to him which had been undertaken by another man. When subsequently he came to see me without those men I declined to converse with him, or to enter into any arrangement whatever with him as regards the new works; but, if I had been really actuated, as the Court suppose, by an improper and purely personal feeling in the matter, I think there can be no doubt but that I would at once have hastened to take advantage of the loop-hole the Court's order

for re-employment had afforded, and have given Mr. Frericks fresh contracts, and a further extension of time. The strictness with which I treated him is, I submit, an argument in my favour.

8. When I was first reporting on the advances made to Mr. Frericks, I was greatly annoyed at the probable loss that I then foresaw, and somewhat quibblingly, in conclusion, I said (and the remark is in itself evidence that I did not contemplate Mr. Frericks being again employed) that, if the Court of Wards then insisted upon it, I should feel my duty to make good the loss that might eventually accrue to the estate, but the Court of Wards did not accept my offer, and, in reply, observed that they were prepared to make full allowance for the course I had taken in entrusting Mr. Frericks with contract-works. Now, however, although the circumstances are just as they were then, the Court refuse to make any allowance at all for me, take the worst possible view of the whole case, and consider that I should be held personally responsible not only for the advances made to Mr. Frericks but also for the house-rent due by him.

9. Before touching upon this last-named question, I should observe that, when I first appeared before the Commissioners appointed to inquire into the Vellore Municipal affairs, I distinctly requested the Commissioners to inform me in what capacity I was to be examined, as witness or as one whose conduct was under official inquiry. I was told by Mr. Thornhill, in reply, that I was merely to be examined as a witness, and, as such, I of course was not present at the subsequent inquiry, nor was I aware that, during that inquiry, evidence to my prejudices was being recorded in my absence, and upon which I was not questioned, and which, as I now perceive from the Proceedings of the Court of Wards under reply, was destined to be quoted and relied on hereafter to my detriment. This was, I submit, hardly fair to me, for (certainly in regard to the question of Mr. Frericks's house-rent) I should probably have been able to give a satisfactory explanation.

10. Now that Mr. Kelsall's evidence thus given behind my back has been quoted by the Court of Wards in proof of the impropriety of motive with which I treated Mr. Frericks. I claim the right of disproving that statement, as I am fortunately able to do by reference to official documents which were in my possession at the time when the Commission was sitting in Vellore, and which I would, of course, at once have produced, had I had any intimation of the nature of the evidence then being recorded.

11. At the moment when I wrote paragraph 2 of my letter to the Court of Wards, No. 364, dated 26th June last, I did not call to mind the existence of these papers, I now forward herewith copies of them all, and the Government will perceive that, on the 21st May 1872, Mr. Kelsall, in his letter, No. 290, brought officially to my notice the fact that house-rent was due by Mr. Frericks. I received this letter on the 22nd May, and on the 24th idem I wrote my official letter, No. 260, to Mr. Frericks calling on him to pay up the rent immediately, and warning him that, if he did not do so, a suit would be filed against him. To this, on the 29th idem, Mr. Frericks replied promising to pay very shortly, and, on the 3rd June 1872, I sent this communication on to Mr. Kelsall for such action as he might deem necessary. On the 25th of the following month, Mr. Kelsall wrote to me his official letter, No. 442, reporting that Mr. Frericks had still not paid his



arrears of rent. This letter I received on the 29th July, and on the 30th July I desired Mr. Kelsall, in my official letter, No. 1,274, at once to file a suit against Mr. Frericks for the recovery of the money. A suit was accordingly filed, but, before it came on for hearing, Mr. Kelsall had an interview with Mr. Frericks, and settled that, if a certain portion of the amount due was paid in cash and arrangements made for the payment of the rest at fixed intervals, the suit should be withdrawn. He wrote to me demi-officially to this effect, and, as the proposal seemed to me a fair one, I replied in like manner that I would consent to the arrangement. This correspondence I naturally expected was merely preparatory to an official proposition from Mr. Kelsall for the withdrawal of the suit. I received, however, no letter on the subject. On the 29th October, and a few days only before the Commission opened at Vellore, Mr. Kelsall withdrew the suit. I forward herewith his demi-official instruction to the Vakeel whom he had employed. The Government will perceive they are not dated, but the Vakeel has informed me of the date on which, acting on these instructions, he withdrew the suit. At the time when Mr. Kelsall was examined by the Commission in Vellore, I had with me all his demi-official letters, not only on this subject, but also those in which he expressed sympathy with Mr. Frericks in his troubles, and his opinion that he had been hardly dealt with. I kept these letters until Mr. Kelsall had finally quitted the district, and I was myself going on leave, never expecting that I should have thus occasion thereafter to refer to them I destroyed them. I had no further communication of any kind on the subject of Mr. Frericks's house-rent with Mr. Kelsall until the 11th January, when I received Mr. Kelsall's official letter, No. 18, dated 8th January 1873, in which, referring to what had occurred, he stated that he had filed the suit against Mr. Frericks as directed by me, "but subsequently, having first demi-officially obtained your permission I compromised the suit on the following terms."

I rely on these papers as proving that I had no improper bias whatever in favour of Mr. Frericks when the house-rent due by him was brought to my notice, and at the very time when I am supposed to have been most anxious to back up and support Mr. Frericks, I was prompt in ordering legal steps to be taken for its recovery; when Mr. Kelsall subsequently proposed to me an arrangement that he considered suitable (and which, I need not remind the Government, is of the most ordinary description, and of every day's occurrence), I assented to it; but the matter thenceforward rested with Mr. Kelsall. If Mr. Frericks failed to conform to the terms of his agreement, I submit, it was Mr. Kelsall's duty to have at once reported the fact to me, and resumed the legal steps I had previously sanctioned so readily. That he did not do so can hardly be used as an argument why I should now be held personally responsible for the loss in question. So entirely was I without desire to conceal my action in the matter that, on the 22nd January last, I wrote to the Board of Revenue my letter No. 42, and reported all that had occurred, and the Board of Revenue, in their Proceedings thereon, No. 996, dated 18th February, sanctioned payment of the legal expenses which had been incurred.

12. I respectfully beg the Government to consider whether, supposing a suit were instituted against any servant by his master for the recovery of moneys on the ground that such moneys had been lost through the servant's wilful neglect of

duty, being actuated thereto by private personal feelings, any Court would give a decree against the defendant after he had pointed to documents, such as I have now quoted, rebutting the plaintiff's assumption of his misconduct, because of a statement made to his prejudice by a third person, in his absence, and with regard to which he had not been questioned.

13. With these remarks I now leave the matter for the consideration and final orders of Government. There has been unavoidable delay in the preparation of this letter, and, as the Proceedings of the Court of Wards have now been before Government many days, I forward it direct to you, sending copy thereof by this day's post to the Court of Wards, and beg to be excused if, in doing so, I have unwittingly transgressed any rule of official correspondence; but I do not think that I have, as I am now defending myself to Government on a personal matter.

No. 310-C. From the same officer, dated Chittoor, 4th October 1873, No. 66.

In continuation of my letter, No. 38, dated 25th July 1873, on the subject of the advances made to, and the house-rent due by, Mr. A. J. Frericks, I beg to report the following circumstances for the information of Government as being a case in point, showing how advances are frequently made to persons really in an insolvent condition for the execution of large works.

2. One Mr. Hawkins, formerly employed in the Public Works Department in the Bellary District, came to reside about a year and-a-half back in Vellore, and a house, the property of one of the late defaulting sub-division Abkari contractors, which was under attachment for arrears due to Government, and in charge of the Sub-Collector, was rented to him. He paid no rent, however, with the exception of Rs. 27 on one occasion. No report of the non-payment of the rent was made to me by the Sub-Collector.

3. Mr. Hawkins obtained some contracts for works to be executed for the Vellore Municipality, and he is now engaged in the performance of a contract to the amount of Rs. 10,000 for the restoration of the iron railings in the Vellore Central Jail, which was given him by the District Engineer, Captain Pennycuik.

4. On the 1st ultimo the Sub-Collector, in his letter, No. 754, brought to my notice the fact that Mr. Hawkins now owes the sum of Rs. 192, arrears of rent of the bungalow he has been occupying, and stated that Mr. Hawkins fully admitted the debt, but pleaded his complete inability to pay the money. Mr. Sewell observed that he believed it would not be possible to recover any portion of the debt from Mr. Hawkins's property, and he did not, therefore, recommend that a suit should be filed against him.

5. This appears to me to be a case bearing on that of Mr. Frericks so forcibly and supporting so strongly my arguments in that matter that I think it right to lay it before Government for consideration in connection with my letter above quoted. Mr. Hawkins is certainly insolvent, but is said to have a Native partner who assists him with money. This Mr. Frericks assured me he also had.

6. Mr. Hawkins has been given contracts to quite as large an amount as to Mr. Frericks, but it cannot be argued, therefore, that the donor of the contract was actuated by any personal or improper motive, even though Mr. Hawkins is so impecunious as not to be able to pay his house-rent.



Proceedings of the Madras Government, Revenue Department,  
28th October 1873.

7. I may add that some years ago, when discussing with an engineer officer of high standing, now in the service, the question of the manner in which contracts were given by officers in the Department Public Works, I mentioned instances in which, to my knowledge, contracts had been given for execution to the horse-keepers and cook of a certain East Indian range officer, that engineer officer said he did not attach much importance to it. That it was a very difficult matter, indeed, to get, as contractors, men of real capital, and that, so long as the works were really done well, he did not care who had carried them out.

No. 311. ORDER THEREON, 28th October 1873, No. 1,206.

Miscellaneous.

THE Governor in Council is not prepared to hold Mr. Whiteside responsible for the loss that has occurred owing

to the non-payment of house-rent by Mr. Frericks.

2. As to the loss of the advance made on behalf of the Arnee estate, the Governor in Council concurs with the Board of Revenue in considering that Mr. Whiteside showed a great want of discretion; but, as he appears to have acted to the best of his judgment and with a *bona fide* view to the benefit of the estate, the Governor in Council is not of opinion that he should be held personally responsible for the loss incurred.

(True Extract.)

(Signed) J. STURROCK,  
Acting Under-Secretary to Government.

To the Court of Wards.

bigrapha Cher.

you can instruct  
the line for land office  
Kericho. for the same for a  
responsible for an act.

your truly

Philippe



Ms. 11/2/37  
by a private letter  
P.C. Curran



No. 66  
JP 310C From

19 North Street  
Collector's Office  
Madras 1873.  
H. S. Whiteside Esquire,  
Collector of North Arcot.

To

The Honorable W. Madhavan,  
Chief Secretary to Government  
Fort Saint George.

Sir,

In continuation of my letter No. 38  
dated 25<sup>th</sup> July 1873 on the subject of the ad-  
vances made to, and the House Rent due  
by Mr. A. J. Fierick, I beg to report  
the following circumstances for the information  
of Government as being a case in point, shew-  
ing how advances are frequently made to  
persons really in an Insolvent condition,  
for the execution of large works.

2. One Mr. Hawkins, formerly em-  
ployed in the Public Works Department  
in the Bellary District, came to reside  
about a year and half back in Vellore, and  
a house, the property of one of the late  
defaulting Sub-Division Abkari Contractors,



to my knowledge Contracts had been given  
for execution to the horse keepers, and Cook  
of a certain East Indian Range Officer,  
that Engineer officers said he did not  
attach much importance to it. That it was  
a very difficult matter indeed to get as  
Contractors men of real Capital, and  
that so long as the works were really done  
well he did not care who had carried  
them out.

I have the honor to be,

Sir,

Your most Obedt Servant,

L. P. Whitford  
Collector

The Chief Secretary to Government  
Fort Saint George.

Northbrook  
Collector's Office  
Bellary 4/23



Handwritten notes and signatures in the right margin, including a vertical signature that appears to read "W. P. Whitford".



Mount Index <sup>21</sup> on 11/22-2/1834  
3/38

12

No. 1206.

The G. in C. is not prepared to hold  
Mr. Whitende responsible for the loss  
that has occurred owing to the non-payment  
of House-rent by Mr. Erickson.

As to the loss of the advance made  
on behalf of the Annee Estate, the G. in C.  
concurs with the Bd of Rev in considering that  
Mr. Whitende showed a great want of discretion,  
but as he appears to have acted to the  
best of his judgment, and with a bona fide  
view to the benefit of the Estate, <sup>the G. in C.</sup> is not  
of opinion that he should be held personally  
responsible for the loss incurred.

Look for  
rules

28 Oct 73

Cont of 2nd. Ind. 10

Recd 18/3/38  
From the Collector  
of North Arc

To the Chief Secretary  
to Government

Dated 4<sup>th</sup> October 1873

Recd 5<sup>th</sup> October 1873

No 16

No 206-28 Oct 73

The confirmation of  
the Office letter No 38  
dated 25<sup>th</sup> July 1873 refers  
for the information of  
Government when advised  
are frequently made  
to persons really in an  
imbecile condition for  
the execution of large work



in 2 of the 2nd

The L. in. C. in. of opinion

That Dr. White is to have

Unpaid salary & that

he cannot be held res

ponsible for the loss that

has occurred owing to

the non-payment of

house-rent of Dr. White.

As to the loss of

the advance made

on behalf of the

Apr 24/10

on the fact

that Dr. White is

not responsible

for the loss

of the White side

Ed.

Seen MR 24/10



Anne Estate, the 4 in  
C. concurs with the  
Board in considering  
that Mr. Whitehead  
showed a great want  
of discretion, but as he appears to  
act in the matter  
appears to have been  
"bona fide" throughout, & with a true  
he cannot be held  
personally responsible  
for the loss incurred by  
the Estate.  
S. L. C. does not

14  
consider that he  
should be held  
personally responsible  
for the loss incurred.





with the Government of India  
and the Government of India  
and the Government of India  
and the Government of India

Under the Explanation  
now offered - which  
has been submitted,  
I gather direct to  
Government, and was  
not before the Board  
of Revenue - in respect  
to the twelve-months rent  
lost to the State at the  
hands of the bankrupt  
Fredericks, I think the  
Government may  
relieve the Collector  
- as a matter of grace -  
of personal responsibility  
He considers his subordinate  
responsible for the  
withdrawal

Leifhardt  
Wound water



with drawal of the Suit,  
and the same Considerations  
apply to his case. But  
I think that Mr. Whiteside  
acted with imprudence,  
in accepting the ill-founded  
advice of the Subordinate  
beyond the blame is  
shifted, for Mr. Whiteside  
had good cause to  
hesitate. The then  
existing circumstances  
of this individual - which  
were or might easily  
have come within his  
knowledge did not  
justify the action  
taken.

The other matter  
is an adjudication by  
the Court of Wards  
under the Law of  
Trustee

① - Note  
I can find nothing in  
Reg. v of 1804 (Act of Wards)  
giving them any such  
power - Section XXVI  
makes Collectors, Managers  
& Guardians liable to  
be sued for any act causing  
damage to the Ward but  
gives the Court no summary  
powers.

MS

Trustee and Ward  
- an enactment but very  
wholesome law - between  
a trust Estate and a  
responsible Agent and  
I think that the Court  
award maybe ratified  
by payment. The  
Court of Wards have  
found, in strict  
accordance with the  
Law, the facts and matters  
in Evidence and the  
admissions made  
by Mr. Whiteside, that  
the amount does belong  
dishonest insolvent  
to the Estate of the Minor  
of Armer cannot be  
debited to the Trust  
Estate. In the Eye of the  
Law, the Conduct of the  
Agent - whatever his  
personal



personal motives, ~~as~~  
Established, I fear,  
mala fides in the Special  
and legal sense of the  
term, for Mr. Whiteside  
failed to observe due  
caution and care of the  
trust interests confided  
to him. The loss, I fear,  
may not be legally  
debited to the Trust Estate  
under the management  
of the Court of Wards.

Further I fail to see  
anything in the Case, which  
would justify the Government  
in paying the sum lost,  
to the credit of the  
credit of the Estate  
from the General Revenue.

The Conduct of the  
Court has throughout  
been

been legal & consistent  
and entails no obli-  
gation on Government.  
Mr. Whiteside reported  
that he had made  
ill-considered advances  
from certain Trust Funds  
under his administration,  
which he was willing  
to repay in case of  
final loss, if the Court  
saw no legal palliation  
of his indiscretion. He  
subsequently reported  
that he was in hopes  
that the advances would  
be worked off, and the  
Court expressed sympathetic  
satisfaction in receiving  
this assurance that  
his difficulty would  
be got rid of. Mr. Whiteside's  
hopes of the bankrupt  
proved



proved ill-founded,  
and the Court - and I  
conceive Government -  
has no alternative  
but to let the Law  
take its course.

The Court has  
no power in law to  
exonerate Mr Whiteide  
- as urged in his letter  
from his responsibility  
under the Law, and the  
Court have done nothing  
by way of condonation -  
which were simply  
ultra vires - to commit  
Government to the  
payment of Mr Whiteide's  
losses. The Court have,  
I think, judged correctly,  
as regards the Law,  
of the motives, which  
were urged in palliation.

Then

18  
The Court has evidently  
seen nothing in Mr Whiteide's  
address direct to  
Government, which  
was communicated to  
them, to alter their finding  
on the case and have  
apparently merely recorded  
it. I admit that I  
see nothing in it, which  
can impugn the Court's  
judgment or action  
or I submit should  
influence Government.

The pleas put in  
about "Character" &c in  
no way affect the legal  
hearings - nor I think  
the administrative merits of this case.  
Whatever the value <sup>may be</sup> attached  
to "Character" of long  
past date by inexperienced  
men in this country, -  
Mr Whiteide had  
existing



Existing <sup>facts</sup> and recent  
acts of insolvency  
to guide his judgment  
and his conduct towards  
the man has no legal  
or reasonable justifi-  
cation as he himself  
saw from the first.

But as casual  
mention of an old  
character of mine  
has been irrelevantly  
alluded to in the  
Record and imported  
into this draft, I may  
mention that Frederick  
was for a year or so  
in the public service  
some 12 or 13 years ago-  
and was justly considered  
a clever & zealous  
Inspector of Police  
by

by the local officers  
of the Bangalore force.  
He very shortly left  
the Public Service  
for private employment  
on the Hills, for which  
his previous experience  
in Ceylon was amply  
fitted him; and he  
doubtless received  
as usual the  
"Character" he then  
deserved from me  
as Head of the Depart-  
ment & I gather some  
commendation as a  
likely man for a Coffee  
Estate. He failed,  
as I afterwards heard,  
in his duty as an employee  
and had to leave their  
service. I know nothing  
of



This subsequent  
history, but I fear  
that his course has  
been a downward one.  
- Ending in the long  
pending & discreditable  
insolvency - in which  
Mr Whiteside found  
him - and utter  
blackguardism - as  
shown in the scandalous  
trials, which have  
since taken place -  
These were, I fear, the  
present circumstances  
and facts, with which  
Mr Whiteside had to do,  
at the time when he  
entered into transactions  
with the low-fallen  
European at the expense  
of the Trust Funds of  
a Native Trust Estate.  
from

from motives of - no doubt -  
charitable feelings, and  
I cannot see how we can  
save him from the legal  
consequences. I am sorry  
to burden a judicial  
matter with such irrelevant  
details.

The record of the  
Vellore Commission - with  
which the Court had  
no concern - was not  
in evidence during the  
early consideration of  
this matter between  
Mr Whiteside & the Court.  
The case was clear and  
admissions were then  
frank. It was however  
carefully examined  
by the Court with reference  
to the personal consideration  
subsequently put forward  
and did not help.



Hear, Mr. Whiteside's  
Case.

As regards there  
being no precedent  
- as reported by the  
Secretary - of the Law  
being allowed to take  
its course under similar  
circumstances against  
indiscrete Agents - it  
is a most satisfactory  
evidence of the care  
and judgment with  
which the State Board  
in the matter of Native  
Settlers are ordinarily  
executed by their  
responsible Agents  
- a character and  
obligation which  
the Courts award  
- on the facts of this  
unusual

unusual Case - with  
maintain if ratified  
as I submit it may be  
by some means

14/10

W. H. D.



Chittoon

Aug. 12. '73

My Dear Captain A. B. C.,  
A few days ago I  
forwarded for your  
consideration of your  
a letter containing applica-  
-tion on the subject  
of advances made to a  
contractor in this Dist.,  
and I now write to ask  
you to be so good as to  
mention to Lord Hobart



that, in the event of  
that explanation not being  
considered sufficient, I  
shall regard it as a favor  
if his lordship will per-  
mit me to leave my  
desk for a few days  
in order to leave an in-  
terview with him,  
and discuss the matter  
thoroughly.

Believe me  
very sincerely  
Yrs. P. Whitcomb



Memo. for orders on Nos 2199, 2222, & 2433.

Court of Wards & Coll. of N. Arcot. 25/7/33

Regarding Mr. Frericks, who is indebted to Govt for rent of a house & to Court of Wards in account of advances made to him for performance of work in Arnee Estate.

17/25 July 33. No 1308 + 38, + 6 Aug 33

In the report of the

Commissioners who enquired

into the administration of

the Vellore Municipality at

the end of last year it was

mentioned that Mr. Whitside

had given Local Fund and

Court of Wards Contracts to

Mr. Frericks, and in the

order of Govt upon that

report Mr. Whitside's conduct

in granting these contracts

was specially censured.

The

I do not consider that Mr. Whitside should be held responsible for the acts & very improperly but I suggest him of no other side.

I O S.

See now  
14/10 1902

I think that Mr. Whitside



2. The Court of Wards

therefore called upon Mr. Whitside for a report regarding the contracts for works in the Arnee Estate which is under their management.

3. Mr. Whitside stated in reply that owing to the representations of several gentlemen in Mr. Frericks' favour, to the numerous testimonials to character which he produced (one from Mr. Robinson, 2<sup>nd</sup> Member of the Board) and to the Sub Collector Mr. Kishall having informed him that

has acted ~~very~~ independently in both these cases, <sup>and</sup> especially in having given contracts and advanced money in respect of the <sup>comptroller</sup> ~~comptroller~~ trust with which he was charged ~~to~~ <sup>without</sup> ~~any~~ <sup>any</sup> ~~investigation~~ <sup>investigation</sup>. But the certificates <sup>show</sup>

This must be omitted. I was one given some 12 months ago. I am in the public in mind has not to do with the case.

Mr. Frericks were evidently such as <sup>fair</sup> ~~afford~~ <sup>afford</sup> ~~once~~ <sup>once</sup> ~~period~~ <sup>period</sup>.

for believing him trustworthy and that the fact that contract all our concerns paid for in officers Green of straw is a fact calling for the notice & interference of the Court - it is a fact which has a 'pro tanto' value in Mr. Whitside's

defence - He is also entitled to plead precedent as against him being required to make good the money: and as the

he himself was prepared to give Mr. Frericks Local Fund contracts, he had consented to employ him as a Contractor. That in the first instance he had given him a Local Fund work which he completed satisfactorily, and that he afterwards gave him the contracts for the three works in the Arnee Estate, in regard to which, after some hesitation, he advanced him Rs. 900 from the funds of the property. That although he at first commenced the work vigorously his operations were interrupted from a variety



variety of causes, and that  
eventually when Mr. White-  
side peremptorily required  
him to complete the works  
he found that he was in-  
solvent. In conclusion  
Mr. Whiteside expressed  
his regret for what had  
occurred, acknowledged  
that he had been misled  
into believing that Mr.  
Frericks was a trustworthy  
person, and stated his  
willingness personally to  
make good any loss to the  
Estate, if the Court of Wards  
after full consideration  
of all the circumstances  
of the case, required him  
to

whole, and as I cannot  
that he acted, and that  
as he brought in  
without some reason, with  
for the good of the Estate,  
I do not think he should  
be made responsible for  
these losses.

W  
Oct 18/70



to do so. 26  
4. In continuation of this  
letter Mr. Whiteside reported  
that Mr. Frericks had sub-  
sequently appeared before  
him, had denied his insolvency,  
and had requested to be  
allowed to work out the ad-  
vances which had been made  
to him. Mr. Whiteside re-  
quested the Court's orders in  
regard to Mr. Frericks's appli-  
cation, and at the same time  
remarked that it seemed to  
him that the course Mr. Frericks  
had now adopted was evidence  
that if untoward circum-  
stances had not occurred  
he would have honestly  
carried out the contracts  
entrusted



entrusted to him.

5. The Court of Wards disposed of Mr. Whiteside's two letters in their Proceedings dated 5 March 1873, No. 1271 in which they stated, whilst blaming Mr. Whiteside for advancing the money, that they were prepared to make full allowance for the course taken by him. They added that under the circumstances, stated in the second letter the best course was to give Mr. Frericks every chance of carrying out the work entrusted to him.

A

6. At the end of the same month Mr. Sewell, who was acting for Mr. Whiteside, who in the meantime had proceeded on leave, reported that Mr. Frericks had done nothing towards carrying out the contracts, that he was an insolvent debtor, and that he owed the Govt. £203. 13. 11, for house-rent, in addition to the balance of the advances made by Mr. Whiteside amounting to £818. 10. 6 which sum he was indebted to the Arnee Estate. The Court of Wards thereupon observed in their Proc. dated 9 April 1873,

no



No. 565 that as they under-  
stood matters the whole of  
the probable loss was due to  
actions on the part of Mr.  
Whitside which resulted  
from private feeling and  
not from official considera-  
tions, and that when he  
returned from leave it  
would be considered whether  
he should be called upon  
to make good any eventual  
loss which might occur.

7. On his return from  
leave Mr. Whitside ad-  
dressed two letters to the  
Court of Wards. In the first  
he stated that he had nothing

to



to say to renting the house  
to Mr. Frericks, and that  
as he considered the former  
order of the Court had ex-  
onerated him from blame  
regarding the contracts he  
hoped the Court would with-  
draw their remark that  
the loss was owing to private  
feeling on his part as  
nothing of the sort was the  
case. In the second he  
stated that he had entrusted  
Mr. Frericks with the  
contracts mainly because  
he had produced three  
documents in the handwriting  
of Mr. Robinson, and because  
Mr. Gordon had assured  
him



him that he was thoroughly trustworthy, and that he had acted in the matter to the best of his judgment and thoroughly bona fide and not from any private motives whatever.

8. In disposing of these letters the Court of Wards review the whole case (Court's Pro: 17 July 1873, N<sup>o</sup> 1308 now under consideration) and eventually recommend to Gov<sup>t</sup> that M<sup>r</sup>. Whiteside be required to make good both the sum lost to the Arnee Estate and the amount due to Gov<sup>t</sup> for rent

rent (in all upwards of Rs. 1000) as both sums have been lost owing to M<sup>r</sup>. Whiteside's ill-judged partiality in support of M<sup>r</sup>. Frericks. They do not consider that their first order implied any approval or condonation of M<sup>r</sup>. Whiteside's action. As to the house rent, they state that M<sup>r</sup>. Whiteside stopped the prosecution of a suit for its recovery which would probably have prevented the loss.

9. On receipt of their Procp. M<sup>r</sup>. Whiteside addressed Gov<sup>t</sup> direct, requesting that



that final orders might  
be deferred until he had  
laid before the Court certain  
papers bearing on the case  
which had not been under  
their consideration when  
their decision was arrived  
at.

10. Subsequently he  
addressed to Govt. his letter  
dated 6 August in which  
he goes over the reasons  
which induced him to  
trust Mr. Frericks with the  
contract, and points out  
that it is usual to give  
advances to contractors  
and to employ in this capacity  
men often without capital,  
and that no instance of

30  
of an official being held  
liable for loss is within his  
knowledge. He also advert  
to the inaccuracy in para 8  
of the Court's Proceedings in  
which they state that they  
permitted Mr. Frericks to  
be again entrusted with the  
contract on Mr. Whitridge's  
strong recommendation.  
He also notices his original  
offer to make good the loss  
to the Estate and the fact  
that that offer was not  
accepted by the Court, who  
observed that they were  
prepared to make full  
allowance for the course  
taken by him. As to the  
house-rent he states that



so far from his having  
stopped the prosecution of  
the suit from an improper  
bias on behalf of Mr.  
Frericks as asserted by  
the Court, he had in the  
first instance on Mr.  
Kelsall's recommendation  
directed the institution of  
the suit but had subse-  
quently permitted its  
continuance on the terms  
recommended by Mr.  
Kelsall himself whose duty  
it was to see the terms  
complied with. A copy  
of this letter was forward-  
ed by Mr. Whiteside to  
the

the Court of Wards, and  
the disposal of the papers  
has been deferred in the  
expectation that the Court  
would submit their remarks,  
exonerating Mr. Whiteside  
in regard to the house-  
rent. It is understood,  
however, that the Court  
have merely recorded Mr.  
Whiteside's letters, so that  
it is necessary for the  
Govt. to pass orders on the  
matter.

11. The course proposed  
by the Court is an entirely  
novel one, as no officer in  
the recollection of the  
Undersigned



Undersigned has been ever  
required to make good  
a loss under similar cir-  
cumstances, and the first  
Proceedings of the Court,  
which certainly appears  
to accept Mr. Whiteside's  
explanation, make it  
rather difficult to act  
on the proposition made  
in their second. The whole  
of the papers regarding the  
Vellore Municipality were  
before them when their  
first Proceedings were  
recorded, and yet in these  
they impute no animus

to

to Mr. Whiteside. Then  
as to the house-rent it  
seems quite clear from  
Mr. Whiteside's letter that  
the Court's conclusion  
that the loss was owing  
to Mr. Whiteside's parti-  
zanship is altogether  
incorrect.

Orders are requested.

*[Signature]*

*[Signature]*



Memo for Orders

Rejoice for Francis  
who is indebted to Govt  
for rent of a house, etc  
Court of Wards on account  
of advances made to him  
for performance of work  
in the Arnee Estate

One