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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Revenue DEPARTMENT

G.O. No. B.P. No.	1693	Press Mis.
Dated	11. 5. 1877	~~19~~.

Not to be folded or roughly handled

GOVERNMENT OF MADRAS

REVENUE DEPARTMENT

11th May 1877, No. [illegible]

Read again G.O., Board, 30th January 1877, No. [illegible]

Read also the following papers:

No. [illegible] Proceedings of the Board of Revenue, dated 5th March 1877.

Read the following letter from W. S. WILKINSON, Esq., Collector of South Arcot, to H. E. [illegible], dated 5th March 1877:

SIR,

I have the honour to state that, when I visited [illegible] on the 3rd instant, I found that the Deputy Collector, Mr. [illegible], had not proceeded to survey the [illegible] in order to ascertain the amount of damage done to land and to assess the same, although the petitions presented to me had stated that they were injured. I at once wrote [illegible] Mr. [illegible] to proceed to the spot without delay, and to report to me by telegram the result of his inquiry. Tahsildar Sivarama Row, both people were [illegible] Mudaliar and [illegible] Mr. Goddard. I therefore [illegible] a telegram [illegible] to the occupiers of [illegible] gram has not [illegible] I was informed [illegible] Mr. Goddard that he [illegible] difficulties were being thrown in the way of the [illegible] spot, I deputed my Special Deputy Collector [illegible] held a searching inquiry into the matter and [illegible] laying the matter before the Board without delay. If required, I will [illegible] hearing Counsel on the point.

3. The Board will perceive that Krishna avers [illegible] reason, almost the whole of the delay in the [illegible] Madanagalli by the combination and fraudulent [illegible] and Tahsildar Ananda Rau, who were [illegible] the Contractor employed by Mr. Greaves, and [illegible] a Railway Contractor at Gudiattam, who is [illegible] to have been the leader to the transaction, and [illegible] in the business.

4. The Deputy Collector's [illegible] and obstructions that were thrown by Mr. [illegible] Mudali, and C. which I consider [illegible] His refusal to receive and forward a telegram [illegible] the required charge, sent by Mr. [illegible] to come at once with money to pay the [illegible] blameworthy. The conduct of the Tahsildar [illegible] Limat Gudiattam had no knowledge of the [illegible] and him with regard to Mr. [illegible] contract. He did [illegible] then and there direct Narasimhaswamy Naidu [illegible] of and forward the [illegible] story and daring [illegible] his wishes. The Deputy Collector states clearly that Krishna Row did not [illegible]

called on to explain his action in the matter, and I shall be glad to know what notice should now, in the Board's opinion, be taken of his improper behaviour. Suspension from office for six months would probably be a suitable punishment.

5. Masilamoney Mudali appears now to be doing his best to fulfil his contracts. He certainly is not a man of capital, but he is associated with a wealthy Conjeveram Sowcar, and I consider that the best plan is to leave the contracts in his hands, investing only on his forwarding daily certain number of rice-bags to Muddempalli. A large temporary shed has been constructed near the Railway Station in which the rice bags are stored preparatory to despatch.

Enclosure No. 1.

From KRISTNASAWMY IYER, Deputy Collector on Special Duty, North Arcot, to W. S. WHITESIDE Esq., Collector of North Arcot, dated Chittoor, 5th March 1877, No. 5.

I have the honor to acknowledge receipt of your letters noted in the margin, and to return all their enclosures, together with the Railway Contractor Narrimeenwmy Naidu's petition* to your address subsequently forwarded to me. On receipt of the first of the above letters on the 22nd ultimo, I immediately left Chittoor and arrived at Gudiattam the following day.

Nos. 360 and 361, dated 20th and 21st February 1877 respectively.

* Dated 21st February 1877.

2. First of all I inspected the rice bags that were piled in an unsheltered portion of the platform of the Gudiattam Railway Station. I saw there Tahuq Comastu Chengiah with a few peons engaged in superintending the removal of the said bags to a shed outside and adjoining the station compound. I learnt that the coolies employed in removing the bags were supplied by one Ratna Mudali, Messrs. Arbuthnot and Co.'s writer at their salt cotaur attached to the cess contractor Masilamoney Mudali. I observed a number of loose bags (that is, bags the contents of which are less than what they ought to be) being made tight by replacing the old gunnies with new ones and stitching them afresh under the orders of the said Ratna Mudali. He said that his Company have directed him to tighten the loose bags, but he also retained in his possession those deficient bags at the request of the late Tahsildar, Venkatasubbiah, who promised to obtain instructions from Mr. Gribble, the Acting Sub-Collector of Cuddapah, as to how they are to be disposed of. I regret to have to report that the condition of the bags I inspected, especially those forming the bottom layer of the pile, is anything but satisfactory. The gunnies have been eaten up by white ants, and the rice is consequently damaged. I counted the bags at the platform, and they were 1,020. Those in the shed above referred to were 1,538. Thus the total number of bags yet to be despatched to Madanapalli were 2,558, which, it was said, formed portion of a second consignment of 5,000 bags. It appears that between the 19th and 22nd ultimo about 400 bags were despatched to Madanapalli by Contractor Masilamoney Mudali.

3. I thought it worth my while to confer with the Station Master, Mr. Zscherpel, on the subject, which I accordingly did. He told me that in good faith, and to oblige Government, he, without minding his own inconvenience and troubles, some time ago wrote a letter to Mr. Gribble gratuitously offering to undertake the despatch of the grain bags to Madanapalli in carts, the hire of which could be paid on delivery; but it was misunderstood by that gentleman to be a tender for contract, and as such objected to as he is a Railway official; that, if such arrangement had been conceded to all this confusion would not have arisen; that the Contractor, Masilamoney Mudali, is a man without money or credit; and that consequently he is unable to manage the business which he so greedily undertook.

4. I next met the Sale Writer, Ratna Mudali, above referred to, who gave me the same unfavorable report of Masilamoney Mudali's incapacity to discharge the duties of his concern as the Station Master did.

5. As I walked out of the station compound I saw, in an adjoining cartstand, a number of empty carts, which, on being counted, were 31. The carmen howled that they came in a week ago from distant places, such as Poloor, Arnee, &c., but the contractor had not yet engaged them. The cause of the delay, they said, was that he had no money, and that he, having previously paid them at 14 annas per bag of rice conveyed in carts from Gudiattam to Madanapalli (the receiving from Government one rupee per bag), wanted to reduce the rate to 12 or 13 annas per bag. I proceeded on to the town of Gudiattam, and near the Taluq Cutcherry found 27 laden and 31 empty carts. In a tope north of the town there were 93 laden carts. The owners of these carts cried out that they were not paid their hire and therefore they were detained, although the loading took place some five or six days previously.

to [illegible] Mudali.

6. I have reason to believe that what was reported to me against Masilamoney Mudali by the Station Master, the Sale Writer, and the carmen was not wholly untrue. He could not, to my satisfaction, explain the [illegible] of the carmen. He said [illegible] Conjeveram Sowcar, the remaining three-fourths share being held by one Seshayya Pay, of Chetty Mahajans [illegible]. [illegible] to be held and in advance to this concern is being paid to the said relatives, who, however, [illegible] to be [illegible] to the payments of hire. There is a sum of 5,000 rupees now lying to your [illegible] Government for payment as Masilamoney promised before [illegible] but for some private reason or other he appears to be put off to another day. I am afraid that if Masilamoney's [illegible] to [illegible] the 5,000 rupees from the Government which he will not [illegible] be able to [illegible] the remainder of the grain may be kept [illegible] in the rice godowns, recovering the [illegible] as they may [illegible] to Government. He sent a telegram to the [illegible] Conjeveram to [illegible] to Gudiattam. He sent a telegram to the [illegible] Conjeveram to [illegible] to Gudiattam, but [illegible] to Madanapalli, lest [illegible] to [illegible] to [illegible] I beg to [illegible] that if he [illegible] money to [illegible] to [illegible] [illegible] [illegible] of rice [illegible] at Gudiattam [illegible] I have already stated, and the contractor having [illegible] to [illegible] namely 14 annas per bag, [illegible] to [illegible] [illegible] to [illegible] [illegible] to [illegible] [illegible] [illegible]

alysis of the result of my inquiry will clearly and distinctly show how far each of them is to ame in the matter.

16. As regards the Station Master Mr. Zscherpel—

I. It appears that originally he tried to take the cart contract himself, but failed in his attempt. He is, therefore said to be obnoxious to the present contractor and tries his best to do him injury in very possible way. His letter to Mr. Gribble on the subject is, I think, conclusive evidence of the fact of his having competed for the contract. He, however, explained to me, as stated in paragraph 3 above, that he made the proposal *bona fide* and disinterestedly. I cannot believe this for one moment. He had, no doubt, his private interests in view as his subsequent conduct shows. He is not a mere Railway official at Gudiattam. My local inquiry leads me think that he is a petty usurer there, having dealings of all sorts.

II. On one occasion when the contractor Masilamoney applied to Mr. Zscherpel for permission to remove the rice-bags from the platform, he refused to comply with the request unless demurrage was paid. This point is proved by the statements of the Taluq Sheristadar, Gumasta Chengiah, and the Taluq Duffadar. It appears that the contractor also complained of this matter to the Traffic Manager, who, by a telegraphic order, dated about the 9th February last, is said to have directed Mr. Zscherpel to pass the rice-bags in question without charging demurrage. A contemporaneous telegram* sent by the contractor from Madras to his agent at Gudiattam, directing him to collect carts and load bags, is filed in evidence. I believe the rules of the Railway Department with regard to the charge of demurrage do not apply to Government grain especially when the grain-bags were not properly stored by the Railway Company in a secure godown, but thrown open in an unsheltered and exposed platform.

* Marked B.

III. After the demurrage question had thus been settled unfavorably to the Station Master, and when again the contractor, in company with a taluq official as usual went to remove the bags, Mr. Zscherpel declined to grant permission unless the contractor himself signed the receipt, which was unusual, and removed all the bags (4,000) immediately without leaving a single bag behind. This being reported to the Taluq Sheristadar, he saw the Station Master on the subject and obtained permission to have the receipt signed, as usual, by a taluq official and the bags removed little by little according to convenience. The Taluq Sheristadar and Gumasta Chengiah bear testimony to the above circumstance. The consignments being addressed to the Tahsildar of Gudiattam, a taluq official usually signed the Railway receipt and formally made over the bags to the contractor. It appears the application in question was made to the Station Master at about 1 or 2 P.M., and the contractor was required to remove the 4,000 bags before the evening. The conduct of the Station Master on this occasion seems to me to be highly reprehensible.

IV. On another occasion, when the contractor went to the platform to remove the rice-bags in question, he was ordered by Mr. Zscherpel to go out of the station on the plea that he had no ticket. This allegation of the contractor is proved by the statement of the Taluq Duffadar, who was at the time in company with Masilamoney and likewise without a ticket, but not required to leave the platform. It cannot be said that the Station Master did not know that Masilamoney was a Government contractor having business to do at the Railway Station or that all merchants coming there to transact similar business should purchase passenger tickets to secure admission to the platform.

V. On the 11th February last Masilamoney wanted to go to Vellore by the 6-15 A.M. train. He came to the station, he says, long before the train was in sight and applied for a ticket in proper time. The ticket was refused to him by the Station Master. Masilamoney got into the train without a ticket. Mr. Zscherpel telegraphed to the guard of the train to hand over Masilamoney to the Police for riding without a ticket. The guard, however, having certified to the Vellore Station Master that a ticket was refused to Masilamoney at the Gudiattam Railway Station, and Masilamoney not being a stranger but a well-known former Railway Contractor, he was not handed over to the Police, but the case was reported to the Traffic Manager, who ordered only the recovery of the excess fare. The excess fare tickets* granted to Masilamoney and the Vellore Station Master's letters† (copies enclosed) to me on the subject will prove that either the Station Master at Gudiattam, or his Assistant, or both, are to blame in this matter.

* Marked A.

† No. 81360-670, dated 25th February 1877. No. —, dated 2nd March 1877.

VI. On the 23rd February last, the day of my arrival at Gudiattam, the Contractor complained to me in the Station Master's presence that, though one thousand telegraph messages had been transmitted by him from Madras to his agent at Gudiattam, only two had been delivered to the latter. Hence he requested me to write to Mr. Zscherpel the Station Master of Gudiattam who was likewise present at the time, to see that the telegrams were delivered to the contractor's Gumasta without delay. I did so, but Mr. Zscherpel did not beseech the telegrams to be sent by Messengers the Police force. He wanted to dispose of them, when he told the contractor that he was sent by Government the Police force away angry and abused him and told him to go away. He then gave the Assistant Station Master, a Eurasian, who received the messages read the same. But he, after a short private talk with Mr. Zscherpel, himself wrote the note returned the messages together with a message to which Mr. Zscherpel was directed to have the presence required, to which Mr. Zscherpel was directed to have the presence required, and to produce them before me. Mr. Zscherpel's assistant and the power of attorney in question have been I believe could not be had earlier from Railway Station by Messengers hence the delay of 24 hours about the Station Master. The telegraph messages in question was duly received by the Station Master Mr. Zscherpel personally called and then on the evening of the third after the next during the noon of that day appears to me of the conduct of Mr. Zscherpel that he had a curious and last personally to whether the telegraph messages were received by him from Masilamoney or that his partner in Government were desired to assist with 500 Peons. I do not think the Station Master was justified in withholding the messages in question without despatching them as said to have done. He has thereby shown himself averse to comply to his official capacity with Masilamoney Muthia's reasonable request. The messages seems to have been written exactly in the same manner and form as the copy filed. I am not aware of any rule whereby the Railway Company are required to write their telegraph messages on any peculiar paper or in any prescribed form, and I presume the papers and forms have been supplied to them either by the Railway Company or the Government Telegraph Department.

* Marked C.

VII. These are but a few of the grievances of Contractor Masilamoney Muthi against the Station Master. Only these he was able to state specifically and proved by witnesses and documents. He has also that Mr. Zscherpel the Station Master be enquired publicly which he refused, and that is the reason why. If these and other complaints are found to [illegible] by my present inquiry, I am constrained to say that in my humble opinion Mr. Zscherpel against Masilamoney Muthia, appears to me to be not at all creditable to the Station Master in the above points, as I brought to the notice of this department to do so. For reference to him on the subject.

VIII. The next important person who is concerned in the alleged machinations and grievances against the Government Contractor Masilamoney Muthia is Arumuga Mudaly the Taluq Sheristadar of Gudiattam, whose conduct will now be considered :—

I. With reference to the balance paid to the cartmen, in which Mr. Gribble ordered the Tahsildar of Gudiattam to try his best to [illegible] dispatch the grain-bags to Gudiattam and [illegible] Station Master to undertake the business.

II. On the 9th and 11th January Masilamoney, having loaded 437 rice-bags in 43 carts and given instructions to his agents to dispatch them, left for Madras to execute the contract bond. He returned to Gudiattam in about a week's time. The agents however, only despatched 40 carts, the remaining 3 being left behind. Further Masilamoney Muthia was informed by the Station Master that the carts were not to be had, whereupon he left for Madras, and on his return to Gudiattam on the 23rd February last, he found that the 437 bags had not been despatched. He complained to the Station Master, who, however, refused to give him any explanation. Masilamoney Muthia then went to the Station Master's house, and requested him to write to the Station Master at Gudiattam to dispatch the remaining 397 bags. The Station Master refused to do so, and told him to write to the Station Master himself. Masilamoney Muthia then went to the Station Master's house, and requested him to write to the Station Master at Gudiattam to dispatch the remaining 397 bags. The Station Master refused to do so, and told him to write to the Station Master himself. Masilamoney Muthia then went to the Station Master's house, and requested him to write to the Station Master at Gudiattam to dispatch the remaining 397 bags. The Station Master refused to do so, and told him to write to the Station Master himself.

III. On the 22nd January the Sheristadar, Ananda Row, who was then in charge of the taluq, having come to know of the non-despatch of the said carts, sent for the agents of Masilamoney Muda... Kandá Row, and took statements from them to the effect that they had no money in their hands to advance to the cartmen, and, therefore, they were unable to despatch the carts in question; that their masters were absent from Gudiattam; that it was impossible for them to secure safely the rice-bags in question; and that, as the cartmen said they would unload the carts and go away they (the agents) would be obliged if the Circar (that is the Taluq Sheristadar) arranged to despatch the rice-bags in question to Madanapalli. Thereupon Ananda Row sent for the Rice Contractor Narainaswmy Naidu, a wealthy and influential resident of Gudiattam, and arranged with him to settle with the cartmen and despatch the 382 bags of rice already laden in the 61 carts above referred to in consideration of his receiving from Government at the rate of one rupee per bag. This action of his the Taluq Sheristadar reported to Mr. Gribble in his arzi, dated 22nd January, No. 15, in having thus caused the interference of Narainaswmy with the work of Masilamoney commenced competition and rivalry between them. On my calling upon Ananda Row as to what induced him to make the above uncalled-for and pernicious arrangement, he stated that Masilamoney, who went to Madanapalli to obtain the contract, did not return *for ten days*; that, he having granted no receipt for the bags in question, there were no grounds to hold him responsible therefor; that it was difficult, if not impossible, for him to arrange to watch the rice-bags which were in charge of cartmen in the cartstand; and that it was inconvenient to unload the carts and take back the rice-bags into his possession. I was not satisfied with this reply, and I again questioned him what difficulty there was either to bring and keep the laden carts within the Taluq Cutcherry compound, or to unload the carts and keep the bags in the Cutcherry, and have them watched along with a number of other rice bags already stored there and being regularly watched for some time past. His only answer was that, in the interests of Government, he thought the arrangement he made was preferable to what was suggested in my question. He added that the takeeds already received from Mr. Gribble on the subject authorized him to despatch the grain by all exertions. The takeeds alluded to by Ananda Row are those mentioned in the margin of clause I. above. I admit that the above takeeds required the taluq officials of Gudiattam to try their best to send the grain to Madanapalli. I cannot, however, interpret them as authorizing Ananda Row to cause the interference of rival contractors with business which others have undertaken to perform on their own responsibilities. The Taluq Sheristadar might argue that, until Masilamoney Mudali signed his contract bond, it was open to him to make the best arrangement he could to despatch the grain in question. He must, however, remember that Masilamoney had, at the time of his interference, gone to the Acting Sub-Collector of Cuddalore to execute the contract bond, and his (the Taluq Sheristadar's) officia... rior ...e late Tahsildar, had permitted Masilamoney to commence business in ...cipation of sanction. In his takeed, dated 23rd January, No. 14, Mr. Gribble approved of Masilamoney Mudali's contract, and it was received by the Taluq Sheristadar on the 25th idem.

IV. On the same day on which the Taluq Sheristadar caused Narainaswmy's interference with Masilamoney's business he, in direct opposition to the nomination made by his official superior, the late Tahsildar, in his arzi No. 17, recommended the very Narainaswmy Naidu as the fittest person to take the contract. On my questioning him as to what induced him to adopt this most objectionable course, he stated *vide* his deposition, 24th February 1877. *that he did not know and no one told him* that Masilamoney Mudali was recommended for the contract by Venkatasubbiah, whose English letter on the subject, which was on file, was not seen by him. I at once pointed out to him his admission of the fact (that Masilamoney Mudali was already recommended by Venkatasubbiah for the contract) in his arzi of the *same date*, No. 15, reporting to Mr. Gribble his action in causing Narainaswmy Naidu to despatch the rice-bags laden in carts, by Masilamoney Mudali. His explanation was that, on receipt of Mr. Gribble's takeed of the 21st January, No. 12 (which appears to have been issued before receipt of Venkatasubbiah's English arzi of the 18th), by post on the morning of the 22nd idem, he at once wrote off his arzi No. 17, recommending Narainaswmy Naidu for the contract, when he was really ignorant of the fact of Venkatasubbiah's nomination of Masilamoney Mudali; but when, in the evening, he wrote his arzi, No. 15, above referred to, he *casually* heard that Masilamoney Mudali was already recommended

Copy of the enclosures to Mr. Gribble's letter, dated 12th February 1877. No. 10-B.

by the Tahsildar for the contract. I at once suspected that Ananda Row did not speak the truth in this matter, and I shall now show how he has lied. First of all, if the arzi recommending Narainaswmy Naidu for the contract was really written and despatched in the *morning*, as Ananda Row would have me believe, its number could not possibly be 17, and the number of the arzi written in the *evening* 15. Then, if really arzi No. 15 was written in the evening, it is natural to refer in it to the previous arzi (No. 17 !), and say that the man to whom the work of despatching the grain in question was entrusted was the same person who was recommended for the contract. The arzis in question bear no reference to each other. I must, therefore, say that on the morning of the 22nd January, and even previously, Ananda Row did know that Masilamoney had been recommended for the contract by Venkatasubbiah, and that at the time of his recommending Narainaswmy he knew the fact perfectly well. His statement that he was ignorant of the fact at that moment is deliberate falsehood. Ananda Row's lying statement has not stopped here. He has stated that because Masilamoney, who went to Madanapalli to execute the contract bond, did not return *for ten* (in one place in his deposition he has stated for many) days, therefore he was obliged to cause Narainaswmy to despatch the laden carts of the former. From this it is clear that Ananda Row meant to impress upon my mind that, prior to the 22nd January, the day on which he brought Narainaswmy Naidu into the bargain, Masilamoney was absent from Gudiattam for ten or many days. It is to be remembered that it was only on the 18th January that Venkatasubbiah recommended Masilamoney for the contract, and that on the 20th and 21st idem the latter loaded the carts, which on the 22nd were made over by Ananda Row to Narainaswmy. This is admitted by the Taluq Sheristadar in his arzi to Mr. Gribble, dated 22nd January, No. 15, and he was so informed by Masilamoney's agents (*vide* his statement dated the same day given before the Taluq Sheristadar). This shows how readily he took advantage of Mr. Gribble's takeed of the 21st, above referred to, and of the absence of Masilamoney for but one day to bring in Narainaswmy as contractor, if possible.

V. Not content with the favor he had already improperly shewn to Narainaswmy, Ananda Row allowed him to continue to despatch to Madanapalli other bags than what Masilamoney had loaded and is said to have left in streets carelessly. This further indulgence was conceded, Ananda Row says, because Narainaswmy would not agree to undertake the limited amount of work he was asked to do in despatching only Masilamoney's laden carts. In all Narainaswmy was allowed to despatch 1,513 bags of rice, for which 1,510 Rupees are claimed by him, which has to be deducted from the amount payable to Masilamoney and to the former. This course appears to have been sanctioned by Mr. Gribble. In this matter again Ananda Row has told me a lie. He has stated in his deposition that *immediately* on hearing from Mr. Gribble that Masilamoney had been recognized as the contractor for the despatch of grain he stopped Narainaswmy from all further interference in the business. Mr. Gribble's takeed on the subject, No. 13, dated 23rd January, was received by the Taluq Sheristadar *on the 25th idem*. From a memorandum of receipts and despatches of grain which I have obtained from the Taluq Sheristadar with his signature it appears that on the 27th January he permitted Narainaswmy to despatch no less than 587 rice-bags. This action of the Taluq Sheristadar is in direct opposition to Mr. Gribble's takeed above referred to.

VI. Mr. Gribble, in his takeeds noted in the margin, distinctly informed the Taluq Sheristadar that he would only recognize Masilamoney as his contractor and prohibited the interference of all others. Ananda Row, however, had still the persistence to accept a petition (dated 30th January 1877) of remonstrance from Narainaswmy and send it on to Mr. Gribble for his consideration and orders.

No. 13 dated 23rd January 1877.
„ 14, „ 27th „ „ „
„ 15, „ „ „ „
„ 22, „ 7th February 1877.

* Arzi dated 31st January 1877, No. 86.

13. I must not, however, omit to state here what there is in the record of my inquiry in favor of Ananda Row. Masilamoney has not only nothing to complain against the Taluq Sheristadar and the taluq officials in general, he adds that, were it not for their assistance and co-operation, he would not have been able to fulfil his contract even to such an extent as he has now done. The Taluq Sheristadar was straightforward (perhaps when it was too late for him to be otherwise) in telling me that the Station Master, the Salt Writer Ranna Modali, and Narainaswmy Naidu have formed into a combination against the Government Contractor Masilamoney Mudali and try their best to injure him in every possible way. From Narainaswmy Naida's petition, dated 30th January, addressed to Ananda Row himself (which he forwarded to Mr. Gribble as stated above, and a copy of which was filed by Nar...wmy before me), and from his petition

to your address, dated 21st ultimo, r ...red to in paragraph 1 of this letter, it will be observed that Narainsawmy Naidu does not ...ow appear to be in friendly terms with the Taluq Sheristadar, who he complains was favor ...ble to Muslamoney Mudaliand prejudicial to his interests.

14. My humble opinion is that ...and Ananda Row not caused the interference, in this contract business, of Narainsawmy Naidu, whose original application for the contract, the Taluq Sheristadar knew, was rejected by his official superior, the late Tahsildar Venkatasubbiah; had he not continued to show favor ...him by improperly recommending him for the contract, and pressing his claims and support ...his remonstrances in the matter, all this confusion and trouble in Muslamoney's discharge ...his trust would not have arisen.

15. The two other taluq officials, whose names frequently occur in this report, are the Taluq Gumasta Changiah and the Duffadar Rutnajee Row. I have nothing whatever to say against the former. Changiah works hard at the platform in superintending the removal, cartage, &c., of the rice-bags in question. I believe the Duffadar gives Muslamoney some petty annoyance or other by setting up the carmen against him and causing confusion among them to favor Narainsawmy Naidu. But Muslamoney is unable to state any specific charge against ...

16. Narainsawmy Naidu is a rich native at Cudiattam. He had formerly extensive contract works in the Railway. He is just now without work. He seems to have applied for this contract at first, but his application was rejected by Venkatasubbiah. Had he received this contract, the work would have, no doubt, been done expeditiously and satisfactorily. It was unfortunate that he was not originally selected for this business in preference to Muslamoney. He seems to have come in through Ananda Row during the absence of Muslamoney. Having once entered into the business he very naturally wished to continue in it and make profits. He sent up petitions to Mr. Gribble and saw him on the subject, but did not succeed. He was, however, for weeks absent from Cudiattam, and his agents were making arrangements with carmen to work under their master in the hope that he would get the contract. This created some confusion among the carmen which was, no doubt, prejudicial to Muslamoney. Narainsawmy now requests payment for the work he has done.

17. Ratna Mudali, the Salt Writer under Messrs. Arbuthnot and Co., renders every assistance that lies in his power in the way of tightening the loose bags, returning them in his possession at the request of the Tahsildar, and supplying coolies for the removal of the grain bags from the platform, which is clearly the work of the Government Contractor, and for which he has not yet been paid. It would appear that, under Mr. Gribble's orders, the sum due to him will be deducted from the amount payable to Muslamoney. I find that Ratna Mudali and Muslamoney are not friends, but we cannot help it.

18. In conclusion I beg to be excused the length of this report, which I could not condense any more than it now is without doing injustice to the importance of the subject.

19. An English list of the records of my inquiry accompanies the report.

20. The delay in submitting this report was owing to my having to wait for the Vellore Station Master's letter, dated 2nd instant, referred to in paragraph 10, clause V above, which was only received yesterday.

Submitted to Government with reference to G.O., 20th February 1877, No. 756-A.

2. Complaints having been made of the detention at the Cudiattam Railway Station of 5,000 bags of rice sent there by Messrs. Arbuthnot and Co. for despatch to the Sub-Collector of Cuddapah at Madanapalli, and a claim for demurrage having been made by the local Railway authorities, the Collector of North Arcot deputed the Special Deputy Collector to inquire into and report on the matter. The Deputy Collector's report is submitted with the foregoing letter, and is clear and creditable to him.

3. He shows very clearly that the Taluq Sheristadar, Ananda Row, was engaged with the Cudiattam Station Master, Mr. Escherpel, in an intrigue with the view of ousting one Muslamoney Mudeliyar from the contract which he had obtained for the carriage of the grain in view to getting it for one Narainsawmy, and that, in pursuance of this intrigue, difficulties and obstructions of various kinds were raised to prevent Muslamoney from forwarding the rice. The Taluq Sheristadar took advantage of Muslamoney's having gone to Madanapalli to execute the contract bond to make over a quantity of the rice to Narainsawmy, and made several false excuses to account for his having done so. As for the Station Master, who himself applied for the contract, and is said to have asked Muslamoney for a share in it, a number of instances in which he made use of his position to harass and hamper the accepted contractor are given by the Deputy Collector. The claim for demurrage, which was disapproved by the Assistant Traffic Manager and withdrawn, was one ...ge.

4. Mr. Whiteside recommends that the Taluq ...heristadar should be suspended for six months. The Board approve the recommendation, and think that he will be leniently dealt with. They suggest to Government that copy of the Deputy Collector's report be furnished to the authorities of the Madras Railway, in order that suitable notice may be taken of the conduct of Mr. Escherpel, the Station Master, which is of a kind highly prejudicial to the Company's interests.

5. The rice has all been removed from the str ...or ...nd stored in a temporary shed, and is now being forwarded by the contractor. The arra ...ts with him had better continue as suggested. It is presumed that the contract contains stipulations as to its completion within a certain time.

6. With reference to the alleged improper packing of the rice and the large wastage said to have occurred, the Board are awaiting reply to their Proceedings, 7th February 1877, No. 521, and full information as to Mr. Gribble's grain p ...s and contracts in reply to G.O., 19th February 1877, No. 619, and Board's Proceedings, 27th February 1877, No. 901, is still wanting.

(True Copies and Extract.)

(Signed) H. E. STOKES,
Secretary.

No. 224. Proceedings of the Board of Revenue, dated 28th March 1877.

Read the following letter from W. S. WHITESIDE, Esq., Collector of North Arcot, to H. E. STOKES, Esq., Secretary to the Board of Revenue, dated Chittoor, 20th March 1877, No. 130;—

I HAVE the honor, in continuation of the subject of my letter, No. 121, dated 7th instant, to inform you that, subsequent to the despatch of that letter, certain facts connected with the intrigues in regard to Mr. Gribble's rice-cart contract came to my knowledge which appeared to me to call for further inquiry, and I took it up myself promptly.

2. The result of that inquiry is set forth in the copy of my letter to Mr. Gribble, No. 306, of this day's date, which I forward herewith for the information of the Board.

3. The inquiry I have thus made will now have to be continued by Mr. Gribble, in view to the discovery of the person in his office who kept back the cheque for Rupees 5,000 that Mr. Gribble issued on the 23rd January last for payment to the Gumasta of the Cart Contractor Muslamoney Mudali, and to whose conduct, in the first instance, the whole of the delay that subsequently occurred in the transmission of the rice-bags from Cudiattam is, I think, undoubtedly to be ascribed.

4. Pending the receipt of Mr. Gribble's inquiry, I beg to recommend that final orders may not be pass ...d on my letter above quoted.

Enclosure No. 1.

From W. S. WHITESIDE, Esq., Collector of North Arcot, to J. D. B. GRIBBLE, Esq., Acting Sub-Collector of Cuddapah, dated Chittoor, 20th March 1877, No. 306.

I HAVE the honor to offer the following remarks for your consideration and such inquiry as you consider necessary on the subject of the rice-cart contract given by you to Muslamoney Mudali.

2. I find, on going carefully into the papers of the case and holding a further inquiry, that on the 18th January last the Cudiattam Tahsildar, Venkatasubbiah, wrote to you an English letter recommending Muslamoney Mudali for the contract and one Arunachalier, a relation of his own, to be Gumasta for the contractor, and to receive all payments that were to be made to the contractor. This letter was taken to you by Muslamoney Mudali and Arunachalier, and a contract bond was drawn up and entered into by Muslamoney Mudali. This bond, I perceive from the copy sent to me, is undated.

3. On the 23rd January last you addressed to the Cudiattam Taluq Sheristadar your ...lered, No. 15, in which I observe you state that a cheque for Rupees 5,000 was drawn by you on the Cudiattam Treasury in favor of Arunachalier, Gumasta of Muslamoney Mudali, on account of the rice-cart contract, and that the ...ne *had been placed in Arunachalier's* hands in view to payments being made to him. Th ...que, however, was never given either to

Arunachalier or to Masilamoney Mudali. It was duly signed by you and sealed, but was detained in your office, for some unknown reason, by some unknown individual. On the 23rd January last you wrote to me your letter No. 119, sending me copy of the cheque for Rupees 5,000, which copy I transferred at once to the Treasury Deputy Collector, who, on the 2nd February last, authorized the payment of Rupees 5,000 to Arunachalier *on production of the original cheque*, and after security had been taken from Masilamoney Mudali.

4. On the 3th February last the Gudiattam Taluq Sheristadar, who was then in charge of the taluq, wrote to you his arzi, No. 5, informing you that the cheque for Rupees 5,000 had not been given to Arunachalier, and that inconvenience was experienced owing to the non-payment of the money. No answer was received to that arzi, and the original cheque for Rupees 5,000 was not sent from your office. Again, on the 22nd February, the Taluq Sheristadar addressed to you a reminder, arzi No. 39, asking for the cheque, but no reply was sent to that arzi, and the cheque was still kept in your office.

5. On the 11th February Masilamoney Mudali wrote himself an English petition to you informing you that the cheque for Rupees 5,000 had not been given to Arunachalier, and requested that the said amount might be then made payable to himself on his furnishing the required security. I am not aware what orders you issued upon that petition.

6. When Masilamoney Mudali returned to Gudiattam from Madanapalli after getting the contract from you he at once dismissed Venkatasubbiah's relative, Arunachalier, from his post of Gumasta, and Arunachalier has admitted to me that he did no work at all for Masilamoney Mudali as Gumasta in connection with the rice-cart contract. But a few days later Masilamoney Mudali was introduced by Arunachalier or Venkatasubbiah (Masilamoney Mudali declares that it was by the latter) to Tavadi Chetty Mariappa Chetty, a sowcar of Conjeveram, and an agreement was entered into between them, under which three-fourth of the contract was transferred to P. C. Mariappa Chetty, who, Arunachalier informs me, agreed to give to him (Arunachalier) a share in that portion of the contract that had just been transferred by Masilamoney Mudali. I am not aware of the date of this agreement, but on the 9th February the Tahsildar, Venkatasubbiah, wrote to you from Arcot an English letter in which he informed you of the transfer of the three-fourth share in the contract to the sowcar, P. C. Mariappa Chetty, and he went on to ask that as Masilamoney Mudali was not getting on well in the performance of the contract owing to the strenuous attempts that were being made to oust him from the contract, the whole contract should be placed in the hands of P. C. Mariappa Chetty. This ingenious arrangement, you will readily perceive, would have resulted in the transfer of the whole contract from the hands of Masilamoney Mudali to those of the Tahsildar's relative, Arunachalier (whose services as Gumasta Masilamoney Mudali had just dispensed with), and the Conjeveram Sowcar. Venkatasubbiah appears to have attached considerable importance to this letter, for he sent to you, I see, a true copy in addition to the original.

At this time I was in correspondence with you on the subject of this contract, so instead of replying to this recommendatory letter of the Tahsildar, you made a reference to me sending me the original letter.

7. Subsequent to this Arunachalier paid a second and secret visit to your office he tells me. He did not see you, but merely went to find out from your office establishment whether the money due on the rice-cart contract could not be paid direct to P. C. Mariappa Chetty without the intervention of Masilamoney Mudali, the real contractor. This visit of his was made, as far as I can discover, at the time when my Special Deputy Collector, Krishnaswmy Iyer, was engaged in holding the inquiry I had ordered into the intrigues found to be going on at Gudiattam to deprive Masilamoney Mudali of the contract you had entrusted to him. His errand was a bootless one and he returned to Gudiattam, and finally I found him at Arcot, where Venkatasubbiah is now Tahsildar.

8. I now beg to draw your special attention to the fact that the original cheque for Rupees 5,000, to which I have referred above, has now been sent to me, along with all the other papers connected with this matter, by your Sheristadar (*vide* your letter, dated 14th instant, No. 70-B), and has with those papers reached me to-day. Your Sheristadar, in his reply to me of the question (No. IV), to which you desired him to send me answers, says: "No cheque was given on the day of the interview, but on the following morning a cheque for Rupees 5,000 was drawn out and *forwarded to the Collector of North Arcot*, No. 119, dated 23rd January." But, as I have shown above, this assertion is opposed to the real fact. The original cheque was kept in your office in spite of the repeated reminders sent by the Gudiattam Taluq Sheristadar and Masilamoney Mudali, and a copy only was sent to me for information. The original cheque has now for the first time been forwarded to me, and I perceive that no mention of this important document is made in the list of papers now forwarded, and which is signed by your Sheristadar.

9. It is now I consider necessary that you should yourself institute a searching inquiry into the circumstances under which the original cheque for Rupees 5,000 was detained so persistently in your office. To that detention there can be no doubt the whole of this troublesome inquiry is to be ascribed. If the cheque had been sent by the hands of Arunachalier (as stated in your taluqd of 23rd January to the Taluq Sheristadar) or to me (as now incorrectly alleged by your Sheristadar), the money would have been paid at once. Arunachalier would, of course, have secured the document; that was unquestionably his real object in accompanying Masilamoney Mudali to Madanapalli as his pretended Gumasta; that *document* secured, Masilamoney Mudali would have been left to carry out his contract in peace, and your rice-[illegible] have been sent up to you regularly and steadily.

10. As, however, the cheque was kept back in your office, Masilamoney Mudali, who is really a poor man, was unable to satisfy the [illegible]nds of Arunachalier, whose services he had dispensed with as soon as the contract had been secured, and another shuffle of the cards became necessary. Masilamoney Mudali was then introduced to the Conjeveram Sowcar. Under some mysterious pressure he was induced to transfer the chief portion of the contract to the sowcar, who, in his turn, was to give a share thereof to Venkatasubbiah's relative. This being satisfactorily arranged, Venkatasubbiah writes to you officially asking that the whole thing shall be transferred to the sowcar, and Arunachalier pays a second visit to your office, he says, to see how the contract money can be got direct into the hands of the sowcar (or his own) without prior payment to Masilamoney Mudali, but in reality, no doubt, to get your cheque for Rupees 5,000 out of the hands of the man in your office who was keeping it back so steadily, of course with a keen eye to his own pecuniary advantage; but it is clear they failed to come to terms, and the cheque was still detained in your office until your subordinate heard that I had myself taken up the inquiry; and when you ordered all the papers to be sent on to me, the cheque so long kept back was slipped into the bundle and passed on to me without mention of any kind.

11. Of course so valuable a paper could not have been left lying about the office unnoticed. It was, no doubt, very jealously kept by some one, and it ought not to be a very difficult matter now to trace out who that individual is, and it will then be for him to explain satisfactorily his share in this rascally intrigue.

Submitted for the information of Government.

2. The Board suggest that all orders in the matter should be suspended pending the result of Mr. Gribble's inquiry, which he will make without delay, submitting his report through the Collector of Cuddapah, to whom copies of the correspondence will be furnished.

(True Copies and Extract.)

(Signed) H. E. STOKES,
Secretary.

No. 225. Proceedings of the Board of Revenue, dated 21st April 1877.

Read the following letter from W. S. WHITESIDE, Esq., Collector of North Arcot, to H. E. STOKES, Esq., Secretary to the Board of Revenue, dated Gudiattam, 13th April 1877, No. 233:—

I HAVE the honor, in continuation of my letter of the 26th ultimo, No. 180, to enclose, in original, the explanation submitted by Mr. Gribble's Sheristadar, under date the 22nd idem, in which Mr. Gribble has entered his own remarks in the margin.

2. Mr. Gribble has admitted in his remarks that he authorized the retention in his office of the original cheque for Rupees 5,000 until the Contractor Masilamoney Mudali should furnish the required security. He should, I think, have informed me at once of the fact of such retention; if he had done so, there would then have been no occasion for all this correspondence, but he failed to do so; and, as I have observed in my letter, No. 180, dated 26th ultimo, he did not allude to his having kept the cheque in his letter, dated 11th ultimo, No. 70-B, with which the original cheque was forwarded to me along with other papers. The Gudiattam Taluq Officer was equally ignorant of the original cheque having been retained in Mr. Gribble's office, and I had no information of any kind [illegible] me regarding the subject at the time that

I wrote my letter, No. 180, to the Board therein.

4. It is, however, now clear from Mr. original cheque in his office was not a fair place in due course under his own personal

4. Ananda Row, the Gudiattam Taluq

* Written number.

conformity with the spirit of their subsequent Proceedings, dated 28th idem, meanwhile petitioned me offering to submit further explanations regarding his conduct in connection with the rice-bags case. I permitted him to do so, and an English translation of his letter of the 22th ultimo is forwarded herewith. He has not, however, adduced anything materially affecting the case, and I see no reason whatever to modify my former recommendation for his suspension. I therefore request that you will be good enough to obtain the sanction of the Board to carry into effect the six months' suspension ordered in their first Proceedings, dated 21st ultimo.

5. I may add, for the information of the Board, that the Contractor Mastlanaicay Mudali subsequently furnished security, and has carried off the whole of the rice-bags that had been stored in the Gudiattam Taluq Office.

Extract to Government in continuation of Board's Proceedings, 28th March 1877.

2. The Board in those Proceedings suggested that orders in connection with the intrigues regarding the contract for the conveyance of rice from Guriattam to Madanapalli should be deferred pending full inquiry as to the detention of the cheque for Rupees 5,000 in Mr. Gribble's office, which detention seemed to indicate complicity on the part of his establishment in the intrigue which was going on.

3. It now appears that the cheque was detained under Mr. Gribble's orders, and notwithstanding this the Taluq Sheristadar of Gurattam was informed by telegram that it had been placed in the hands of the payee, and a letter was sent to the Collector of North Arcot requesting that payment should be made only on production of the original cheque, and on security being furnished by the contractor. No explanation whatever is given of the subsequent despatch of the cheque to the Collector of North Arcot as an unregistered enclosure in a letter from Mr. Gribble to him.

4. Mr. Gribble writes in apparent unconsciousness of the fact that any blame attaches to him or to his office subordinates for such extremely negligent and irregular mode of transacting business, and he positively claims credit for his Sheristadar for exact fulfilment of his instructions. The Board are of opinion that the Sheristadar is, at least, unfit for his position Mr. Gribble's negligence has occasioned much trouble, loss of time, and unnecessary correspondence.

5. The Board have perused the explanation of the Taluq Sheristadar of Guriattam and agree with Mr. Whiteside in thinking that he has not exonerated himself from the charges of complicity in the intrigues which certainly occurred at Guriattam. They are of opinion that the proposed suspension for six months should take effect; and they request Government to communicate, as originally suggested, the Deputy Collector's report to the Railway authorities, in order that due notice may be taken of the conduct of Mr. Zscherpel, the Station Master.

(A true Copy and Extract.)

(Signed) H. E. STOKES,
Secretary

No. 226. Order thereon, 11th May 1877, No. 1,693.

Miscellaneous.

His Grace the Governor in Council authorises the Board of Revenue to carry out their suggestions. He further considers that Mr. Whiteside should take notice of the conduct of the ...ar of Arcot, V. Subbiah.

Revenue Department, 11th A

2. These papers will be communicated to the

(True Extra

To the Board of Revenue
" the Collector of North Arcot.
" the Agent of the Madras Railway.

...d Opy...

Read ... W. Fuches and A. F. Goodall.

of the sea, that he did not
see me, nor by any other sign
to perceive, expressly because
none of the Christian people
were by, to whom this was
made known and the
matter was carefully searched
out, and the case brought before
the Judge appointed, and
the examinations passed and
sworn, and the case brought
to a hearing before the Judge
appointed, and the witnesses
were there to come again,
and the Judge appointed
to hear the cause, there

= fore upon their oaths came
= before the Judge appointed
to hear the cause, and
= there openly in the face of
= the Court, and in the
= presence of the Christian people
= there, gave in their testi-
= mony, which was written
= down by the Clerk of the
= Court, and openly read
= unto them, and they
= were demanded if they
= had any thing more to
= say, or to add to their
= testimony, which they
= refused to do, saying
= that they had said
= enough, and that they
= would abide by their
= testimony

[illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]

[illegible] January 1697 [illegible] the [illegible]
[illegible] day of the Caveats of [illegible]
[illegible] [illegible], or which [illegible] of [illegible]
[illegible] by [illegible] Lane Lees [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]

the knees to take the Cord
Cord and receive the Child
in his arms. He is then
for the Godfather to
the Font. Godmother and
Godfather this Child to the
Font in every Footsteps.
This Cord is the Symbol
the Godfather and Child, Con-
nection in Christ, Con-
nection with the Godfather
in the Laying on of Hands
in the Confirmed. He, Godfather
Godmother, Godfather
in his own Name, that he
never the Christian Faith
and Christ Jesus, and Con-
firmation with the Godfather
in the Laying on of Hands
in the Confirmed. He, Godfather
Godmother, Godfather
in his own Name, that he

The Godmother and Godfather
in the Name of the Child
engaged to the Godfather
in the Laying on of Hands
in the Confirmed. He, Godfather
Godmother, Godfather
in his own Name, that he
in the Laying on of Hands
in the Confirmed. He, Godfather
Godmother, Godfather
in his own Name, that he

II. Of the Confirmation
the Confirmation of Children
after to the Godfather
for Instruction to receive the
Godfather for Confirmation,
he received to Confirmation
Godfather, and the Godfather
Godfather. This Confirmation
the Godfather for the

a little hog (1000) leaves already
with the leaving a recipe by
behind, the leaving refused
to the Dalay Lama,
he made the Lapin made by
on the refused and shewed
pleasure there the recipe
refused, a meal, by a day
pleased and the hogs me-
=mured the Gilt and
=ey he Crucifixion. The Lay
Chemical and Pewter
Chinese bar Entering the
above received here. The Com-
=mencement being adapted
to the Order Clay of Pudding
a Lady after received
used the Cathay Receipt
and pleasingly made over the hog

Pan

to the Contador. Of a pleas-
the of pleasure in the pleasure
and made to the Mandarin Made
of a hour 1 or 2 Prey and the
Contador for a pigment of
pleasure the 1000 hogs Cajone
the Buccaneer, the Counter of the
Chalein Basket on Disappearance
leaves to see the Lady mine-
=Revised.

In Order to Commencement
=ton. To measure the meal hog
in Buccaneer, to make Made by
the Grenadier to pour pure
Chalein on the Tree and the
Lawn pleased. This accepted
of the Crucifixion shewed by Pen
The Measure of the Order allowed
Cathay and the new, and the time, in
Engineering and Pedestrian
and Pleasure visited a Pencil

Pan

Indre, aforesaid the Prisoner before mentioned is
found guilty, in which Verdict Baucomick came
directed to leave the prisoner remanded back
to Gaol again. Baucomick returned Mrs.
Simpson and the Rest to Maidstone Gaol, who
produced their Office the Baucomick's Gaol
Record and the possession of a Telegraphe
Prisoner from which I deliver Gaol not
the Gaol except from Tuesday Gaol
by Maidstone Court the other charge
against the Prisoner. And the Telegraph
Prisoner in question was also received
by the Gaoler Gaoler to former Prisoner
by the Jailer Commanded Transfer, which
order effect was Gaoler Returned
Gaol Record for the Prisoner the
23rd Instant, Just the same, Copy the
same Gaol Day, Order & Prisoner the
Commit of Prisoner, Recognizance Read to
Court by Prisoner, Indictment Read to
Court by Prisoner, Plea of Not
Guilty Record Prisoner, Recognizance Read to
Court by Prisoner Baucomick Prisoner
Court Copy Order from Gaoler
Gaol Record for Prisoner. Old Gaol Book
by Court to the Prisoner. Old Gaol Book
the Station Books and Indicted in February
the Prisoner the Quarter Sessions Book
Office the Clerk of Peace there
Gaol Record Prisoner Recognizance Records
& Court by the Officer Copies, and
Maidstone Gaol Warrant Prisoner
the Prisoner Name & Date Prisoner Order

Examd

Marked C

Search in the Court Records and from
Office Copies filed. Found the Indictment
Gaol in Court, and Indictment and Gaol Record
written in Court Book. Court Book
Record Gaol Prisoner Indictment Prisoner
Court Prisoner Prisoner Gaol Record
Court Prisoner Prisoner Gaol Record
Court Prisoner Prisoner Gaol Record

Reference to Case on the Subject.

12.

The most important Question,
arises in Consequence of the alleged Contravention
and Infringement of the Contractor Clause
Convention Treaty, or Agreement Dated May 1st 1869
Between the Government of Canada
and Her Majesty
Relating to Fishery Rights in Certain Waters

The Reference to the Supreme Court of Canada
Her Excellency the Governor General
in Council by his Order
of Reference dated the 19th day
of December A.D. 1876
and Numbered 21 of 1876
Requested the Opinion of the Court
upon the following Questions
Arose out of the Seizure of the American Vessels
Washington, Richard H. Edwards, and Pearl
in the Bay of Fundy during the
Season of 1870 for Violation of the Provisions
of the Convention of May 1st 1869
Between Her Majesty and the United States
Relating to Fishery Rights in Certain Waters
The Vessels were Condemned in the Vice Admiralty
Court of New Brunswick and Appealed to
the Supreme Court of Canada
Which Court Affirmed the Decision
of the Court below
And the Case was Carried by Appeal
to the Judicial Committee of the Privy Council
Where the Decision of the Supreme Court
was Reversed
And the Vessels Restored to the Owners
with Costs
Hence the Present Reference

I.

The Questions submitted
for the Opinion of the Court
by the Order in Council
are Three in Number
viz

1st Whether the Provisions of Article XVIII
of the Treaty of 1871
Extend to Fishing Vessels
Registered in the United States
of America

2nd If the Provisions of the said Article
do not Extend to Fishing Vessels
Registered in the United States
Whether Vessels Registered in the United States
and Fishing in the Waters
Mentioned in Article XVIII
of the Treaty of 1871
Are Subject to Forfeiture
for Violation of the Provisions
of the Convention of May 1st 1869
Between Her Majesty and the United States
Relating to Fishery Rights in Certain Waters

3rd If Vessels Registered in the United States
are Subject to Forfeiture
for Violation of the Provisions
of the Convention of May 1st 1869
Whether Vessels Registered in the United States
Fishing in the Waters
Mentioned in Article XVIII
of the Treaty of 1871
Are Subject to Forfeiture
for Violation of the Provisions
of the Convention of May 1st 1869
Between Her Majesty and the United States
Relating to Fishery Rights in Certain Waters
Whether Vessels Registered in the United States
Fishing in the Waters
Mentioned in Article XVIII
of the Treaty of 1871
Are Subject to Forfeiture
for Violation of the Provisions
of the Convention of May 1st 1869
Between Her Majesty and the United States
Relating to Fishery Rights in Certain Waters
Whether Vessels Registered in the United States
Fishing in the Waters
Mentioned in Article XVIII
of the Treaty of 1871
Are Subject to Forfeiture
for Violation of the Provisions
of the Convention of May 1st 1869
Between Her Majesty and the United States
Relating to Fishery Rights in Certain Waters

Washington

Washington, who seems to have been the first
Couch for the Contract had Under Date
the 29th Inst., 45 Cents of which the
Respondent only, the remaining 29 Cents
Retention left Ordered. Since by Court writ
532 per Cent Reserve were Standing in our
Favor Cent Found.

II.

On the 2nd Day, the Circuit
Court was Ordered to be Charge
of the Jury, having Come to Know of the
Non-Payment of the said Cents, but for
the Order of Mandamus, Should Court
Circuit for, and for Attachment from
Bear of the Office Not Day Cent to Pay,
in Rear Record of Ordering of the Contract
Court Margin May over Towards the
Costs the Case Pending, May Rear
Found the Case Court Affirmed
Case the Order Secretary, Cent
Appeal Ordered to Privy of the Court
Case the Order Secretary, Cent
Appeal for the Privy Counsel Pursuant
Reference, Heard & Pending Court Appeal
Ordered Circuit, Court Proceed
Order Rear of Court the Contract
Court Affirmed the 532 Cent Order
Court Order the Cent Court

Reference

x me of the ordinary to pay 5 pillar dollars ordered July last 1823.

Contract and Agreement received by the Lady
Sheriffess on the 25th Inst.

It Is the Duty and Obligation of the
Lady Sheriffess to Conduct Herself in
Conformance with Proclamations, Decrees,
Laws, and Edicts of the Commonwealth
Issued by the Official Superior, the Lord
Protector, and of His Agents and Deputies
Issued by the Lady Sheriffess Herself
as the Said Lady Sheriffess Shall Deem
Fit for the Good Governance of the County
Palatine of Ely, and Shall Not Engage
in Any Behaviour Which Shall Bring
Disrepute upon the Office of Sheriffess
of the County Palatine of Ely, or upon
the Commonwealth.

The Lady Sheriffess Shall Not Commit
Any Act of Treason, Felony, or Misprision
of Treason or Felony, Nor Any Crime
Involving Moral Turpitude, Nor Any
Crime Punishable by Death, Nor Any
Crime Punishable by Imprisonment for
Life or for a Term of Years, Nor Any
Crime Punishable by Imprisonment for
a Term of Years Exceeding Two Years.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Violence, Nor Any
Crime Involving the Use of a Weapon,
Nor Any Crime Involving the Unlawful
Taking of Property Exceeding the Value
of Twenty Pounds.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Fraud, Deceit,
Misrepresentation, or Breach of Trust.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Bribery, Corruption,
Extortion, or Abuse of Office.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Perjury, Subornation
of Perjury, Conspiracy to Pervert the
Course of Justice, or Contempt of Court.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Escape from Lawful
Custody, Rescue from Lawful Custody,
Breach of Prison, or Harbouring a
Felon.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Counterfeiting,
Forgery, or Uttering Forged Documents.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Arson, Criminal
Damage, or Malicious Mischief.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Kidnapping, False
Imprisonment, or Abduction.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Piracy, Privateering,
Barratry, Mutiny, or Desertion.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Smuggling, Illegal
Importation, or Illegal Exportation.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Coining, Counterfeiting
of Coin, or Debasement of Coin.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Sedition, Treason,
Misprision of Treason, or Levying War
against the Commonwealth.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Piracy, Privateering,
Barratry, Mutiny, or Desertion.

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Importation, or Illegal Exportation.

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Any Crime Involving Coining, Counterfeiting
of Coin, or Debasement of Coin.

The Lady Sheriffess Shall Not Commit
Any Crime Involving Sedition, Treason,
Misprision of Treason, or Levying War
against the Commonwealth.

[illegible] Officer, of Regiment, Sworn before me

[illegible] one of His Majesty's Justices of

the Peace.

3. The Prisoner saith for defence

that he [illegible] by Officer, and [illegible]

and Ordered, saith for himself, that

when he the said Officer came to

his [illegible] in the Execution of his Office

in the Presence of [illegible] and

[illegible] in the Execution of the said

Warrant for [illegible]

Taken & Sworn before me

4. The Deponent Collector

in the Regard of the Parish aforesaid

duly Sworn of the aforegoing

Record of Conviction doth depose

by the Oath in the

Warrant of Conviction mentioned

that [illegible] Parish, and [illegible]

the Taken by the Collector

Conviction. Did refuse to receive

and forthwith to Telegram, aforesaid

proffer by written and accompanied

by the required charge, Record

Sir (6) Brantle made final ally

he a Sustable Surishment

5 Chastisement Should

appear upon the design but

to fulfil his contract - Sir

certainly is not a man of esteem,

but he is ignorant with a

wealthy Conjecture and Lower,

and Pensioner that the law

law is to have contract

in his hands, into strong only

on his Parsimonious daily actions

members of price Cargo to

Should deserve - and large

Company that has been con

- tracted me on the Railway

Station in which the

price large are stored

Refractory

Sir Lewis Bayly

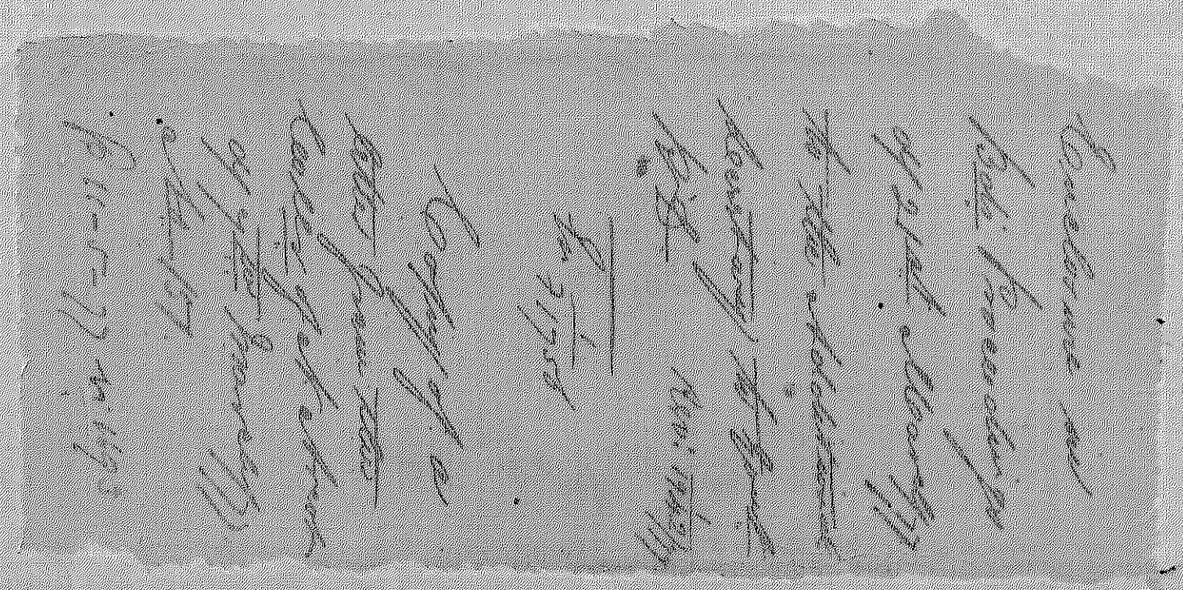
Lafft. & Partners

Toollarts

Price Copy

M Lewis

Secretary



Revenue Department

Proceedings of the Board of Revenue

of 18th March 1871

Read the following

Letter

Dated 15th Feb.y 1871

From

W. J. Whiteside Esquire

Collector of North Arcot

To

H. S. Thomas Esquire

Secretary to the

Board of Revenue

Sir,

I have the honor, in continuation

of the subject of my letter of the 15th

dated 7th instant, to inform you

that owing to the deficiency

of last year and the consequent

scarcity of grain

Page 2

many Ryotdars have not cultivated

their lands to the usual extent

and the Collection of the Revenue

for Fasly 1280 will consequently

be considerably less than

Page 3

that of last year

I have the honor to be

Sir

Your most obedient

humble Servant

W. J. Whiteside

Collector

Chittoor 11th March 1871

The result of that enquiry is set forth in the copy of my letter to Mr. Gribble of this date herewith forwarded for the information of the Board.

3 The enquiry I have thus made will be continued by Mr. Gribble, in view to the discovery of the person in his Office who kept back the Cheque for Rupees 5000 that Mr. Gribble issued on the 23rd January last, for payment to the Commissariat Contractor Framji Cawasjee Broodelly, and to whose conduct in the first instance the refusal of the Railway Canal Company to grant the required facilities for the transmission of the Rice Cargo from Gondalia to Ahmedabad is to be ascribed.

4. Pending the receipt of Mr. Gribble's enquiry, I have to recommend that pending orders may not be issued on any letter of Credit granted

for the Rice Cargo from Gondalia to Ahmedabad.

I have &c.

Collector's office
Ahmedabad 20th March 1871

Sd/ H. S. Thirlwall
Collector

Enclosure of No. 306

From

H. S. Thirlwall Esquire
Collector of Ahmedabad

To

J. A. D. Gribble Esq.
Asst. Collector
of Viramgam

Gentlemen the Lemon to offer the
following remarks for your
consideration which I consider necessary on
the subject of the fire Escape ordered
from England to procure accordingly
on credit,

1st. I find, on going carefully
into the papers of the Company
and Holders of Shares on record
that on the 18th January last
the Goodlatchum Sahoolaven
Venkata Soobiah wrote to you
an English letter recommending
Pracellaun may accordly for the
Contract and on Subroma Chelliah
a relation of his own, to be
Secretary for the Contractor,
and to receive all Payments
which were to be made to the
Contractor,

2d. On the 28th January last you
addressed to the Goodlatchum Valeo
Sundra Mudaly your Resident and to
the whole of Shareholders your letter
Dated 4th February 1800,
stating as Colleges for Despatch 5000,
Pagodas being drawn on the Goodlatchum
Treasury in favor of Thomas Chelliah,
Secretary of the Pracellaun may Contract
On account of the fire Escape Contract
dated that the Colleges had been
Selected in Thomas Chelliah hands
for which the Payment being made
to them, the Colleges Secretary
was proper person either to Receive the

2 D

3

or to Macvillamoney Moodelly.
It was duly signed by pro-
ceeded, but was detained
in your Office for some puchuma
reason by Simo puchumma jundicha C.
On the 28th January last you wrote
to me your letter No. 119 sending
me copy of the Cheque for 2 Rupees
5000 which copy I transferred
at once to the Treasury Deputy
Collector, who, on the 2nd February
last, authorized the payment
of 2 Rupees 5,000 to Kuruvachiyo
on production of the original Cheque,
and after security had been taken
from Macvillamoney Moodelly.
4 On the 8th February last, the
Godakkumi Valiya Sheristadar
who was then in charge of the Taluq
wrote to you his Orig. No. 33

informing you that the Cheque for
Rupees 5,000 had not been given
to Kuruvachiya, and that in
consequence was experienced owing
to the non-payment of the money.
No answer was received to that
Orig, and the original Cheque
for Rupees 5000 was not sent
from your Office. Again on the 22nd
February, the Valiya Sheristadar
addressed to you a reminder Orig
No. 39 asking for the Cheque but
no reply was sent to that Orig,
and the Cheque was still kept
in your Office.

5— On the 11th February Macha-
-morey Moodelly wrote himself an
English Petition to you informing
you that the Cheque for Rupees
5000 had not been given to

from Colchagar, and begging that
that the said account might be
be then made payable to him
or his friend during the progress
thereof, Some more answers
what ordered upon reading upon that
petition.

6. That Macklammey Mordelly
returned to Gondalheim from
Macedon as they after passing
the Confines from there the
Contract from there he
was dismissed Venkatacholliar
relative from Colchagar from the
seat of Commadha, and from
Colchagar has addressed to me
that he has no work at all for
Macklammey Mordelly and
Commadha in connection with the
Rice Cart Contract, Send, a
few days later, Macklammey Mordelly

arrest

was introduced by Venkatacholliar
a Merchant of Colchagar (Coromandel
Coast) to Govindar Chetty,
Manigar Chetty and Sowcar of
Conjeveram, and to enquire
into and find out the Contract
under which the Contractors
were employed by the Company
Chetty who, Govindar Chetty
referred me to Venkatacholliar
from whom I learnt that the
Contract had been assigned by
Macklammey Mordelly. That
not aware of the date of this agree-
ment, but on the 6th February
the Subscriber Venkatacholliar
wrote to you from whom an English
letter in which he informed you
of the Execution of the Contract
in the Circle and the Government

5. Co. Macgillycuddy must
be sworn on the Holy Gospels
of Almighty God or a
Declaration according
to the Statute made
and provided in the
Case of the Quakers
will be sufficient
before the Commissioners
appointed to take
Affidavits in the
Country

6. The Affidavit of Execution
of the Contract must
be made before the
Commissioners appointed
to take Affidavits in the
Country

7. The Affidavit of Execution
of the Contract must
be sworn by the Witness
thereto

8. The Affidavit of Execution
of the Contract must
state the Christian
and Surname and
Place of Residence
and Profession
or Trade of the
Witness

9. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

10. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

11. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

12. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

13. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

14. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

15. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

16. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

17. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

18. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

19. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

20. The Affidavit of Execution
of the Contract must
state that the Witness
was present and saw
the Contract executed
by the Parties
thereto

Brooke as for as Lower Kilmurry
at the time when my Agent &
Keeper (Callaghan O'Riordan)
Upon were Engaged in Looking
the Enquiry which related to
the Intrigues found to be Going
on at Coolcattigen to defraud
Macclesfield Property of the
Contract you had entrusted
to him. His Friends are a
troubles me and the Inhabitants
to Coolcattigen and finally
I send him at about where
Unfortunately in now Hardships
for which he has applied
attention to me and that the
original Charges for 200 to
which I have referred above
have been sent to me along
with all the other Papers connected
with this matter by your Lordships

(Vide your letter dated 14th Sept.
1770) and how with those
Papers received me to day, I am
Thereby in his reply to me of
the 9th (No. IV) to which you
desired him to send me answer
days" no charges was given on
"the day of the interview, but on the
"following morning, a Charges
"for 200 was drawn
"on, and forwarded to the Collector
"of Cork dated 29th day of
"23rd January". Sent, as to
have therein above, this account
is referred to the said Part of the
original Charges, now before
your Office in Spite of the Receipt
Remainders dated by the Gentleman
Jailer Thereby in
Macclesfield Property and

116

regularly and steadily.

10: As, however, the charges
were kept back in your office
Mr Ailamoney privately, who is
really a proper man, requested
to satisfy the demands of
Thomachelly who were reserved,
he had dispensed with as
soon as the contract had been
secured. You also another struggle
of the cards became necessary.
Mr Ailamoney privately
was then introduced to the
Conference Comes, and the
same superiors pressure he
was induced to accept the
Chief portion of the Contract
to the Comes, keep in his coffers,
over to pass a share thereof

to Mr Ailamoney privately, this being satisfactorily arranged, Mr Ailamoney privately advised to you officially adding that the whole thing should be arranged to the Comes, and also that Mr Ailamoney privately was to keep you always a second visit to your office, he says to see how the Contract money could be got divided into the hands of the Comes (on this only) with out their payment to Mr Ailamoney privately, and in Reality no doubt to get you charge for Rupees 2,000 out of the hands of the man in your office who was keeping it back as strictly, of Course with a keen eye to his own pecuniary advantage; such it is clear they decided to come to terms, and the charge was accordingly

Shares 1/4

Sir Fr. & Thielevicle

Collector

Northern Collectors Office

Chelton 20th March 1877

Sir Fr. & Thielevicle

Collector

Submitted for the information of Government.

The Board suggest that the orders in this matter should be suspended pending the result of Sir Gibbles Enquiry which has still made further delay, omitting his report through the Collector of Caddapah to whom copies of the correspondence will be forwarded

Three copies per Steamer

Sd H Stewart

Secretary

Revenue Board Office, 29th March 1877

Certified a true copy

Assistant

Received from Mr. Collector of Chelton, the Petition of Ramaswamy Naidu, Shroff of Kistnapatam, praying that the Sentence passed upon him by the Court of Sessions, Nellore, may be remitted.

The Petitioner was convicted of Forgery, and sentenced to Transportation for life. He has already undergone imprisonment for 3 years and 8 months, and is now in the Chelton Jail.

The Petitioner's character has been good, and he has always borne a respectable position in society. He is now 60 years of age, and has a family dependent upon him.

The Petitioner's case was brought to the notice of Government by the Collector of Nellore, in his letter dated 15th January 1876, and the Board of Revenue, in their letter dated 29th March 1877, have submitted the Petition for the favourable consideration of Government.

The Petitioner's case was also brought to the notice of Government by the Collector of Nellore, in his letter dated 15th January 1876, and the Board of Revenue, in their letter dated 29th March 1877, have submitted the Petition for the favourable consideration of Government.

The Petitioner's case was also brought to the notice of Government by the Collector of Nellore, in his letter dated 15th January 1876, and the Board of Revenue, in their letter dated 29th March 1877, have submitted the Petition for the favourable consideration of Government.

Arzi from the Acting Sales.

Parishtadar of Gudiattam to W. S.

Whiteside Esquire Collector of North

Arcot, dated 25th March 1877 No. 4

Beg to acknowledge receipt of

your taki No 69, dated the 22d Instant

Messrs Arbuthnot and Co.

sent rice bags from Madras to the

Gudiattam Railway Station for

ential transmission to Tadapatri

The Tahsildar Venkata Subbiah

was then absent from Gudiattam,

I wrote a memo to the Town Sub

Magistrate of Vellore for bandies,

as I was given to understand that

none could be got here to convey

5000 bags at one time, but he

Replied

replied that owners of Carts would not come unless some money were paid to them in advance, and this I communicated at once to Mr Gribble

2 Meanwhile, the Tahsildar Venkatasubbiah returned to Gudiatham and asked one Vasilamani Mudali to enter into a Contract for the supply of Carts, but as he did not consent to it, he was much prevailed upon by the Tahsildar to do so

3 The day the Tahsildar left this for Arcot, Vasilamani Mudali loaded 301 bags in 32 Carts and went away somewhere

leaving the rice bags in the bandy stand in a helpless condition, and without giving the bandymen advance in full. On asking his Agent here named Vedachela Mudali, he gave a deposition saying he did not know where Vasilamani Mudali had gone, that he had left no money with him, and that he could not arrange for the Conveyance of the bags to their destination. The deposition is herewith enclosed. The bandymen then began to trouble me. When I told them to unload the bags, they refused to do so saying they

Arcot

were contracting debts on account
of their food expenses, and that,
if the advance due to them were
paid, they would liquidate their
debts and then convey the bags to
Madanapalli, but no order was
received for making advances.
I settled with the Railway
Contractor Narayanaswamy Chetty
for the removal of the bags,
thinking that, if they were allowed
to remain in the bandy stand,
they might be stolen, but he replied
that he would not be profited
in any way by despatching the
few bags that were there, and

That

that therefore he would not interfere
in the matter. I, however, induced him
to undertake the business until some other
Contractor could be selected for the
purpose, and accordingly got the bags
despatched. On the 28th January, I
received a taked from Mr Gribble,
No 14 dated the 27th informing me
that Masilamani Mudali had been
made a contractor, and that taked,
which is marked A, is herewith enclosed,
and the bags continued to be conveyed
ever since through Masilamani Mudali.
A Subbiah Venkata Subbiah was
in charge of this Taluq, he received,
on the 16th January, a taked No 8
dated the 15th idem from Mr Gribble,
approving of the rate of one Rupee
per

per bag demanded by Macilamani Mudali, and directing that a contract bond be taken from him and sent up, and this takid, which bemarked B, is herewith enclosed. It does not appear from the records what reply was sent to this takid- nor do I know anything about it of my own knowledge. It like I was in charge of the Ishy, I received a takid No. 12 dated the 21st January (marked C and herewith enclosed) to the effect that a Contractor was required to supply bandies for the conveyance of 6000 bags of rice every month, and that a competent person should

should be engaged and a contract bond taken from him and sent up. This takid having been received subsequent to the one above referred to, approving of Macilamani Mudali's terms, I was led to suppose that Macilamani Mudali's offer was not accepted, and, accordingly in reply to the 2d takid, recommended Narayanasami Naidoo as a fit person to take up the contract, but I received an order, saying this man's contract was not required. This is all I did, and nothing more, and it is now for you to consider whether I am, in any way, at fault in this matter.

The

5 The contractor Masilamani Mudali is not a man of sufficient wealth to do justice to this business. In lieu to Arnachelliah, a nephew of Venkata Subbiah, being benefited, Masilamani Mudali was forced to take up the contract. Mariappa Chetty, whom Masilamani has never known, is a shareholder in this transaction on behalf of Arnachelliah. I understand his share is 1/2, Masilamani Mudali's and Arnachelliah's being 1/4 each. It will thus be seen that Mariappa Chetty is the said Masilamani Mudali's security to receive advances of money from Government, but as he has no confidence in Masilamani Mudali he paid him no money, which accounts in particular for the rice bags not having been despatched, and the despatch was, on certain occasions, impeded by the Station Master himself. There was no other delay. 6 When the Special Deputy Collector as here today, he was informed of Venkata Subbiah's relative ship Chelliah being concerned in this transaction, and I further showed him Venkata Subbiah's English Arzi No 2 to Mr Gribble on behalf of Arnachelliah, and also the other records. After reading these papers the Deputy Collector remarked

Venkata Subbiah

"Venkata Lubbiah is the gentleman
honored official and yaw, who
did nothing, are a dishonered official"
and made me believe that he
would do me good. He took copies
of only such papers as were required
by him, omitting those relating to
important points, and has reported
against me, an innocent man with
a view that his good friend Venkata
Lubbiah's deeds may not come to light.
I have brought the whole truth to
your notice, and it is for you kindly
to protect me

7 The Deputy Collector has
personally examined all the
records connected with the matter,
and the statement taken from
Mather Rau, Gumasta, do enclosed.

8 I understand that the Deputy
Collector has reported that the
obstruction in the despatch of rice bags
was caused by myself in collusion
with the Station Master, but am
not aware of his grounds for so
thinking. His report has been a
partial one from the very Commencement.
(My innocence will be evident to you)
on a perusal of the accompanying
papers and of those already forwarded
to you by the Tahsildar.

9 I have brought the whole matter
to your notice

D. Ho. Anandal Rau
Ag Taluq Curistadar,
(True Translation)
Sd/ W. S. Whiteside
Collector

(True copy)
W Ewbank
Secretary

To

J. D. B. Gribble Esquire

Sub Collector of

Cuddapah

Most honored Sir

With reference to the

Remarks made by the Collr

of North Arcot in his letter

No 306 dated 20th Instant I

most respectfully beg to

offer the following observations

regarding the different

points therein referred to

2 As regards the Whitcombe

Remarks in the concluding

portion of para 2 that

the bond is undated I

humbly beg to state

The

Collectorate Office

Cuddapah 18th April 1854.

Pursuant to the

Instructions Contained

in the Government Orders

Referred to in the

Margin I have the

honor to forward

herewith a Statement

of Cotton Cloths

Exported from this

Port to Ceylon

during the Year

1853-54

Yours Obedt Servt

J. D. B. Gribble

Sub Collr

Cuddapah

11-5-54

the bonds in question were executed at Pudukottai before C Venkatalakshmiah the then Tahsildar of the Taluq. A copy of this bond was as desired in his telegram sent to the Collr of North Arcot. On referring to the original I find that it does not agree in any other particular except as stated in the Office Taluq Cheriatadar to the Taluq Cheriatadar Guriattum I submit that the following Circumstances will I think exonerate myself as well as my subordinates from all blame

Nadiamany Pradhan came to Madanapalle with his Gumastah Pranachelliah on the 22d January last. On the very day if I am not mistaken they had a personal interview with your Honor. I was present at the

stated present at the
interview. Your honor
then ordered me to draw
up a cheque for Rs 5000
in favor of the Privy
Purse Contractor Mudali to be
given Mudali to be
Gumastah Pramachilah
and to intimate the fact
to the Gudiattam Sahukar
Dar. This took place
on the evening of the 22d
January.

On the morning of the
following day I have
in obedience to your honors
Verbal orders given on
the previous evening
prepared the Taked

Above

above referred to, to the
Gudiattam Cheriatadar
saying that a cheque
for Rupees 5000 had
been placed in Pranna
Chetiah's hands. On
the same day the cheque
for Rs 5000 was drawn
out.

Mudali Commani Pandiadi

then said that he could
not at Madanapally
give the security which
he would if permitted,
furnish before the
Tahsildar of Gudiattam
After furnishing this
he said that either
himself

himself or his Gumastah
would come back and
receive the cheque. I
remember that a letter
was then written to the
Collector of Poona about
forwarding a duplicate
copy of the cheque and
requesting him to issue
order for the payment
of the money to Mariba
= mony Mhaskè on furnish
=ing the Security. This letter
(Extract No 119) was already
sent to Mr Whitcombe with
other papers. The cheque
was detained in the
Office under your honors
orders. Neither Mania
= mony Mhaskey nor
his

his Gumastah have as
yet tendered the security
and obtained the cheque.
On Date as the 8th February
the Gurdiattum Ecclesiastical
Sheristadar wrote to
your honor the 35
that money has not been
paid to Mariba mony
Phaskè. Your honor
sent find, was referred
to me with the following
order. Sheristadar I do
not understand this at
all. Send the abstract
of the whole matter
and state money to duc
To whom and how many
charge

Coegs have been supplied up to date. 3 Cowries Head Cowrie Necklaces under he has broken his Contract. The above orders were passed on the 20th February last and on the next day Chr Frieske the Religious of the Mission requested to submit a detailed statement of Rice bags received at the Mardana Cutchery depot. To this no reply has been up to date received.

4 The above arzi with its English abstract as under

well as the office copy of the docket to Mr Frieske I request your honour will kindly forward to the Collector via North direct for his perusal & return.

The reason for my urging upon the submission of these papers is that I learned from the letter under ref by that Mr Photeside & under the impression that arzi Jos 88 from Gaudiattam Sheristadar has been kept back from your honor.

5 Your honor will also observe that in the above arzi the Taluq Sheristadar mentions

mentions that Mazilamani had not tendered the security.

6 In conclusion I humbly beg to state that the cheque was not retained in the Office with any fraudulent intention. I must however admit my omission to prepare a fresh Taxed to the Adiatta Tahsildar that cheque until enquiries to Chirala & many Months on his furnishing security as to correct the Taxed

No 13 before this despatch
on the 23d January
I beg to remain &c
Madanapalle
2d March 1893

Lt. Rama Rau
Sub Divisional Assistant

True copy

H Elliott
Secretary

Enclosure in Govt
Proceedings of the
Revenue Department
dated 15th April 1837
No. 1846

No. 1846 Revenue Department

Proceedings of the Board of Revenue

Dated 15th April 1837

Read the following

Board's Rec.d 1st Feb.y 1837 No. 236

From

W.m S. Whitcombe Esquire

Collector of North Arcot

To

H. E. Stokes Esquire

Secretary to the Board of Revenue

Madras

Sir

I have the honor in continuation

of my letter of the 20th Ultimo No. 180 to

enclose in original the explanation

submitted by Mr. Gribble's Serishtadar

under date the 22d Idem, in which Mr.

Gribble has entered his own remarks

in the margin

2 Mr. Gribble has exhibited in his

remarks that he authorized the retention

in his Office of the original cheques

for Rupees 5000 until the contractor Vasilamani Muthali should furnish the required security. He should I think, have informed me at once of the fact of such retention; if he had done so, there would then have been no occasion for all this correspondence but he failed to do so, and as I have observed in my letter No 180 dated 20th Ultimo, he did not allude to his having kept the cheque in his letter dated 11th Ultimo No 1983 with which the original cheque was forwarded to me along with other papers. The Gudiatham Taluq Officer was equally ignorant of the original Cheque having been retained in Mr Gribble's Office and I had no information of any kind before me regarding the subject

at the time that I wrote my letter No 180 to the Board and the letter No 306 to Mr Gribble referred to therein.

3 It is however now clear from Mr Gribble's explanation that the detention of the original cheque in his Office was not a fraudulent act on the part of his subordinates, but took place in due course under his own personal directions.

4 One Anandan Row the Gudiatham Taluq Serishtadar, who was suspended for 6 months under the Board's Proceedings dated 21st Ultimo No. X, but without No. which whose suspension is held in abeyance in conformity with the spirit of their subsequent Proceedings dated 28th Idem, having, in the meanwhile, petitioned

one

me offering to submit further explanations regarding his conduct in connection with the rice bags case, I permitted him to do so, and an English Translation of his letter of the 25th Ultimo is forwarded herewith. We has not however, adduced any thing materially affecting the case, and I see no reason which leads to modify my former recommendation for his suspension. I therefore request that you will be good enough to obtain the sanction of the Board to carry into effect the 6 months suspension ordered in their first Proceedings dated 21st Ultimo.

5 I may add for the information of the Board that the Contractor Abdoolcassim Mudalli subsequently furnished security, and has carted off the whole of the rice bags that had been stored in the Godiattum Salt Office.

North Arcot Collector's Office Camp Godiattum 13th April 1877

I have &c
J. J. D. S. Whiteside
Collector

Submitted to Government in Continuation of Board's Proceedings 28th March 1877 &c.

2 The Board in those Proceedings suggested that orders in connection with the intrigues regarding the contract for the conveyance of rice from Godiattum to Madanapalli should be deferred pending full enquiry as to the detention of the cheque for Rs 5000 in Mr Gribble's office, which

Attention

detection seemed to indicate complicity on the part of his establishment in the intrigue which was going on

3 It now appears that the cheque was detained under Mr Gribble's order, and notwithstanding this the Taluq Sheristadar of Guriattum was informed by Takid that it had been placed in the hands of the Peyon, and a letter was sent to the Collector of North Arcot requesting that payment should be made only on production of the original cheque, and on security being furnished by the Contractor. No explanation whatever is given of the subsequent despatch of the cheque to the Collector of North Arcot, as an unregistered enclosure in a letter from Mr Gribble to him.

4 Mr Gribble writes in apparent unconsciousness of the fact that any blame attaches to him or to his office subordinates for such extremely negligent and irregular mode of transacting business and he positively claims credit for his Sarishtadar for exact fulfilment of his instructions. The Board are of opinion that the Sarishtadar is, at least, unfit for his position. Mr Gribble's negligence has occasioned much trouble, loss of time, and unnecessary correspondence

5 The Board have perused the explanation

explanation of the Taluq Sariahdar's
of Guriattum and agree with Mr.
Whitecide in thinking that he has
not exonerated himself from the
Charge of Complicity in the intrigues
which certainly occurred at Guriattum.
They are of opinion that the proposed
suspension for 6 months should
take effect; and they request Govt
to Communicate, as originally suggested,
the Deputy Collector's report to the
Railway authorities in order that
due notice may be taken of the
conduct of Mr Escherpel the station
Master.

(True copy & Extract)

W Lumsden
Secretary

To
The additional Secretary to Government
Revenue Department
with copies of 2 enclosures

Returned for Orders
Clerk of the Commissioners
Dec. 23rd 1876 [illegible]
18th Dec. 21st January 77
18th 28th March 77
18th — 21st August 77

5000 Days

A Clerk for Messengers &c.
& the Railway Inspector of Police
Appointed with Subsistence &
Mag. Constables Fees — &
Mr Jonathan Platman —
Mr Sh. Hinchliffe, that the
Clerk should be paid under
Instruct — Sir. directed the
Inspt Collins £5 the Police
2. The Cork. Inspt directed
the Receiver Sh. Cork. to make the
Payment. Mr Inspector write to Messrs
with 18th Dec. 21st March —
Mr Wade of the Limerick Union to
Show Cause Why Payment should
not be Stopped Mr Inspector write
Limerick Union 19th February
Mr Wade Replied 20th
Mr Wade Replied 20th February
Mr Wade Replied 20th February
Mr Wade Replied 20th February

[illegible] of [illegible]
should be subscribed for
by Guardians of that Parish
Lastly, it is directed that
Majesty's Letter notice of the
Rt. Hon. Lord Lieutenant.

3. Recommended that Col.
Fraser's Measures should
be strictly adhered to for
Security.

4. Subscriptions & Transfers
that a charge stood by
W. Scribbs for postage of
Journals of the Corporation
for the year ending
Mr. Scribbs office in
Mr. Scribbs office employed
also two extra persons
in writing, recommended
to Mr. W. Scribbs accounts
for Mr. Thomas Speed
Clerk to Lords, employed
him over till the first Mon.
in January next.

The Clerk of this office
to Mr. Scribbs desire to

[illegible] by Church

on the Mon. 21st inst. — W. Scribbs
pay that the Secretaries
to retain the charges, until
ascertained, formerly that
any Col. acted in accordance
with the instructions &
Orders that he should
be called upon for his conduct —
It is to be expected that Mr.
Scribbs does not acquaint
Mr. Wakefield with this
determination —

6. The 13th January adjourned to
the first Monday in
February, agreeable to
the Journals of this Board
of Trade, as regards the Order —
of the Board Meeting
J. Peter Hamilton —

[illegible]
1.3.77

Mr. Wakefield's Letter to the
Secretaries of the Corporation
of Sir Edward Colston
for the Establishment
Copies of the Railway

Recd per Dale

Dated 1698

Read from the Gov. in Council
and Assistants the 18th of May
Answer and their Proposalls
to further consider that
Mr. Weldon and Mr. Cotton
with the Commander of Fort J.
St. Sebastian —
That he proceed with the
Commissioners of the
Crown of the Ile. Rio Grande