

MADRAS RECORD OFFICE.

Government of Madras.

Judicial DEPARTMENT.

G.O. No.	452	Press
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Dated	16 4 1860	17

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Not to be folded or roughly handled*M. G.*
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*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.**

No. 61. Read the following letter from ARTHUR HALL, Esq., to T. PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated 8th March 1860.

1. I have the honor to submit for the information of the Honorable the Governor in Council, the result of the investigation held by me under the Orders of Government contained in Proceedings, in the Judicial Department, dated 6th December 1859, No. 1,639.

2. Upon receipt of these Orders I placed myself in communication with the Government Solicitor, who furnished me with the records of the trials of Narrainasamy Naidoo (late Police Amin of Vellore) and of Sabapatty (late cash keeper in the Madras Railway Company), and gave me all other necessary information to guide me in the enquiries I was about to hold, after which I proceeded to Vellore where I carried on the investigation.

3. I communicated to Mr. Sullivan all the information I obtained during the course of the enquiry, and took down in his presence the statements of the different parties who deposed before me.

4. I was not able to close the enquiry till the 29th of last month, in consequence of being obliged to await the decision of the Court of Faujdari Adalat upon the appeal preferred by Narrainasamy Naidoo against the sentence passed on him by the Sessions Court at Chittoor, *One of the three Judges, however, strongly dissenting in opinion from the other two. which was finally confirmed by the rejection of his appeal.*

† In duplicate. 5. I beg to forward herewith Mr. Sullivan's explanation† in regard to the various matters which have been elicited, and to state that I have examined the books and documents to which he refers therein, and have found them as represented by him.

6. I will proceed now to enumerate the cases which came before me in the course of my investigation, placing them in the same order in which Mr. Sullivan has arranged them in his explanation and, for the sake of easy reference, numbering the points as follows :

No. 1.—Mr. Sullivan's alleged possession of the 2 Bank Notes numbered 3864 and 4300, which had been paid to Narrainasamy Naidoo on the 19th May as a bribe.

No. 2.—The two payments of 4000 and 2000 Rupees respectively, which Mr. Sullivan was said to have made on the 13th and 21st May to Sashagerry Row.

No. 3.—The release on bail of Sabapatty, late cash keeper in the Madras Railway Company, on the 21st May.

No. 4.—Mr. Sullivan's alleged disregard of a Telegram received by him on the 19th May from the Commissioner of Police at Madras, conveying the intelligence that Appasamy (brother of Sabapatty) had that afternoon left Madras by Train with a bag of money.

No. 5.—Mr. Sullivan's neglecting to avail himself of the services of Ali Dost who had been sent up to Vellore for the purpose of assisting in tracing out the Railway robbery.

No. 6.—Mr. Sullivan's taking up the enquiry into the robbery committed at the Vellore station on 13th March 1859, when the place was not within his jurisdiction.

No. 7.—His employing Narrainasamy Naidoo to carry on the enquiry into the cases.

No. 8.—The unusual promotion of Narrainasamy Naidoo.

No. 9.—The re-employment as peon by Mr. Sullivan of Syed Hussain who had been formerly dismissed by the Magistrate who had also prohibited his employment.

No. 10.—The loan by Mr. Sullivan of Rupees 4,000 from one Comarasami Chetty, father of one Moottoomanika Chetty of Vellore.

No. 11.—Various loans by Mr. Sullivan, amounting in all to 16,000 Rupees, raised by Akkanoor Sashagerry Row from Ram Row (a man in the Public service under Mr. Sullivan) through the Agency of Narrainasamy Naidoo while Cutwall of Vellore.

No. 12.—A loan by Mr. Sullivan of Rupees 5,000 from Dowlutchendu Ram Lalah of Vellore.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

No. 13.—Money transactions between Kalá Ram Lalá (a relation of Dowlut Chendu Ram Lahah) and Késévulá Naidoo (Mr. Sullivan's butler), Tatapa Oodyan, and Streenevassa Pillay (late Cutwall of Vellore).

No. 14.—Disposal of certain gardens known as "Cirkar Bagayet" Topes situated at Vellore.

No. 15.—The employment in one of these gardens of convicts to raise a stone revetment.

No. 16.—Mr. Sullivan's connection with the Madras Railway from the year 1853.

No. 17.—Pecuniary claim made by Késévulá Naidoo against Mr. Sullivan.

No. 18.—Representation made by one Ragavooloo of his having had his jewels taken from him by Narrainasamy Naidoo acting under orders from Mr. Sullivan, to make good an alleged loss sustained by Mr. Sullivan.

7. Besides the foregoing upon which explanation is given by Mr. Sullivan, I directed my enquiry towards the elucidation of certain circumstances connected with the robbery of jewels and ready money which was committed in the house of Tummajeo Row at Vellore, during the night of the 31st August 1856 to the extent of about 31,000 Rupees. I also investigated certain allegations relative to the re-employment in the public service of Vejeeraganiah and Kodunda Ramiah, who were dismissed upon suspicion of having embezzled money from the Police Amin's Treasury at Vellore.

8. My enquiry was further more turned to ascertain the circumstances attending the promotion of Ram Row, Narrainasamy Naidoo and Streenevassa Pillay (late Cutwal of Vellore), while serving under Mr. Sullivan.

No. 1. 9. With reference to case No. 1, it appears that the two Bank Notes in question were undoubtedly brought up from Madras on the 19th May last and given on the evening of that day to Narrainasamy Naidoo under a promise from him that he would obtain the release of Sabapatty (the Cash-keeper of the Madras Railway) who was then in the custody of Mr. Sullivan upon suspicion of having instigated the robbery which took place at the Vellore Railway station on the night of the 13th March 1859. It is needless for me to recapitulate all the evidence in this case which has terminated in Narrainasamy Naidoo being convicted of having received these two Notes as a bribe for the purpose alluded to. It has been alleged that the two Notes after being given to Narrainasamy Naidoo passed into the hands of Mr. Sullivan and were by him paid away to Sashagerry Row on the morning of the 21st idem.

10. This point, however, I do not consider at all established in a satisfactory manner. The proof of it rests upon the statements of Vydelingum, 3 deloyets and Sashagerry Row. The former deposed before the Court that he saw Narrainasamy Naidoo in his house on the morning of the 20th May with a bundle of Bank Notes in his hand, when he said he was going to Mr. Sullivan; then three deloyets state before me that Narrainasamy Naidoo did come to Mr. Sullivan's house on that morning and had an interview with him inside the drawing room, but that they do not know what passed between them; while Sashagerry Row deposed before the Session's Court at Chittoor that he received 15 Bank Notes valued at 2,000 Rupees from Mr. Sullivan on the 21st May; that he kept the Notes by him and carried them early next morning (22nd May) to Trivellum where he handed them over to Ram Row; Ram Row says he duly received the Notes (15 in number) for 2,000 Rupees as stated by Sashagerry Row, but did not credit them in his accounts till 10th June and did not take down their numbers for some days after Sashagerry Row had given them to him, till he had occasion to send them, (minus one Note for 50 Rupees) back to Sashagerry Row for the purpose of his getting them cashed. This memorandum of the numbers of these Notes is dated 6th June, on which day he also wrote a letter with them to Sashagerry Row. He gives as his reason for not entering the Notes in his accounts to the credit of Mr. Sullivan till the 10th June, that he was engaged in the business of the marriage of his son. He however found time to make several entries connected with his own daily affairs in another book on the identical dates on which the ceremony was going on, and there could have been no real obstacle to his making such a trifling entry as that of the receipt of a few Notes in part discharge of a loan, even while he was conducting the marriage which could only have taken up four or five days. I attach great weight to this strange omission and can only draw from it

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

one conclusion, viz., that these Bank Notes did not come to Ram Row from Mr. Sullivan as stated by Sashagerry Row and that the entry of the 2,000 Rupees on the 10th June referred to a payment made by Mr. Sullivan on a different date than the 21st May.

11. Mr. Sullivan, it is true, stated before the Sessions Court at Chittoor that he had no reason to doubt the correctness of Sashagerry Row in regard to the date, 21st May, on which he alleged the payment was made, but a reference to the deposition itself will show that just before this, he (Mr. Sullivan) said that he could not tell whether or not it was on that date that the payment of 2,000 Rupees was made. Mr. Sullivan had evidently no distinct recollection of the transaction and as the Note of hand, on which, I believe the different repayments on account of the loan to which it referred were endorsed, is not now forthcoming, there is nothing to show the exact day on which he did really pay the 2,000 Rupees to Sashagerry Row. The Notes in question may however, have been received by Mr. Sullivan from Narrainasamy Naidoo, either in exchange for cash, as he was undoubtedly in the habit of cashing Notes brought by him and of giving Notes to him for cash, or else they may have been paid to him by Narrainasamy as part of the loan he was raising for him, but proof is wanting, in my opinion, to show that they ever did pass through Mr. Sullivan's hands.

12. Ram Row, of course became very much alarmed when they were traced to him by the Police and was thereby led, in order to remove suspicion from himself, to make out that they were received by him from Mr. Sullivan through Sashagerry Row on the 22nd May. The reason why they fixed on the 22nd May was either, probably, to connect the payment with the case of the Police Amin or else because it was suggested to them that the payment was made on that date; the difficulty that Natives always find on referring back to dates is notorious and there is no reason to suppose that it was otherwise in this instance, particularly when it is remembered that five months had elapsed since the payment was made, before the parties were questioned about it. The fact, of an attempt having been made by Ram Row to conceal the accounts in question by tearing out of its book the leaf on which the payment is entered as having been made on the 10th June and also that on which the memorandum of the Bank Notes was written, convinces me that falsehood has been practised in regard to the alleged payment by Mr. Sullivan of this sum of 2,000 Rupees. Natives are generally very particular in keeping their accounts of receipts and disbursements in money transactions, and in this case Ram Row found plenty of time to make other entries at the time he pleads that business prevented him from crediting the alleged payment of 2,000 Rupees in 15 Bank Notes on the 21st May, and he also apparently experienced no difficulty in making a memo. of them and writing a letter about them to Sashagerry Row on the 6th June. Even if he had omitted to enter the payment at the time he received the money, there was no occasion for him to falsify his accounts by entering the sum as received on the 10th June, knowing at the time that the payment was made on the 21st of the previous month.

13. It seems highly improbable that Narrainasamy Naidoo would have handed over Bank Notes to Mr. Sullivan the day after he received them as a bribe and far more so that Mr. Sullivan, supposing that he had received them with a guilty knowledge, would have paid them away to a man like Sashagerry Row who was in the habit of possessing such things and would therefore have probably taken down their numbers.

No. 2. 14. Mr. Sullivan, in view to clear his character of the grave imputation, which a *prima facie* view of the circumstances connected with these transactions, cast upon it, has been forced to confess himself to be guilty of having employed in 1859, Narrainasamy Naidoo to raise for him from anywhere but in the District, a loan of 10,000 Rupees, by which he fully accounts for the possession of funds to make the payments of 4,000 and 2,000 Rupees. Narrainasamy Naidoo also, when questioned by me on the 25th February, at once admitted that he had been directed by Mr. Sullivan to borrow for him 10,000 Rupees anywhere but in the District, and that he did raise 8,500 Rupees at Vellore, contrary to Mr. Sullivan's orders, and paid the same to him, saying he had got the money from Rutnala Veerasamy Naidoo at Madras.

15. The only difference between his and Mr. Sullivan's statement is in the name of the party from whom the money was said to have been raised at Madras, but this is of no moment as

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

it is not unusual to use the name of the head of the House or Firm even after his death. In this case "Rutnal Veerasamy Naidoo" was the father of Rutnal Venkatasamy Naidoo. Narrainasamy Naidoo further stated before me that when he went to Chendragerry, he tore up the 2 Receipts which Mr. Sullivan gave him for this money.

No. 3. 16. It appears that Sabapatty was apprehended on the 13th May upon information furnished through the Police at Madras. On the 14th he was taken down to Madras for the purpose of being present during the search of his house. On the 15th he was taken back to Vellore, and on the 21st he was released by the Joint Magistrate on personal recognizance and two sureties.

17. It also appears that the letter from the Deputy Commissioner of Police at Madras, forwarding the information* which led to the apprehension of Sabapatty, bears date the 12th May, that it was sent up to Vellore by one Ali Dost who is spoken of by the Deputy Commissioner as being a most intelligent Native Constable and therefore sent up with the informer Krishnen.

18. It further appears that one Moonesamy (a shop-keeper) was sent by the same Deputy Commissioner of Police to Vellore on the 15th of the month with a deposition he had given before that Officer on the 13th idem, containing important information regarding the money said to have been sent to Madras by Sabapatty. Mr. Sullivan took a deposition from "Krishnen" as soon after his arrival at Vellore as practicable, but he did not record any statement by Moonesamy (shop-keeper) till the 21st on which day Sabapatty was bailed.

19. To understand this case it must be remembered that Mr. Sullivan put implicit confidence in Narrainasamy Naidoo and employed him in a manner which led to his (Narrainasamy Naidoo) being regarded by the Natives as a special favorite and as having considerable influence over Mr. Sullivan. Mr. Sullivan himself admits in his explanation that he most unreservedly entrusted this case to Narrainasamy Naidoo. Now it is clear that Narrainasamy Naidoo was abusing the confidence placed in him by Mr. Sullivan and was carrying on dishonest practices.

20. This being the case, it is easy to understand the treatment which the case in question received. Desirous of extorting bribes for the release of Sabapatty it was, of course, an object to Narrainasamy Naidoo to induce the witnesses from Madras to contradict the statements they had already given there. The only two witnesses of importance were Krishnen and Moonesamy (shop-keeper), both of whom had given depositions at Madras and had been then forwarded to Mr. Sullivan at Vellore.

21. Mr. Sullivan took down in writing a statement from the former as soon as he could, after he (Krishnen) reached his office, but he did not record what Moonesamy had to say till the morning of the 21st May, thus leaving him from the 16th to the 21st of that month exposed to the machinations of Narrainasamy Naidoo.

22. On the morning of the 21st, Moonesamy gave his deposition in which he denied the truth of what he had stated at Madras and declared that he had been forced by ill-treatment on the part of the Police there to say what he then did. With this retraction before him, Mr. Sullivan could not any longer detain Sabapatty in custody and therefore let him out on bail. He was, however, decidedly wrong in allowing so many days to elapse without taking a deposition from Moonesamy.

23. The two persons who furnished bail security for Sabapatty, viz., Serrakara Sabapatty and Davusekamani Moodelly were produced by Narrainasamy Naidoo and accepted by Mr. Sullivan without demur. Mr. Sullivan has explained that they were good and substantial men, and adduces the fact of their having been the means of re-apprehending Sabapatty within the period for which he was bailed. Mr. Sullivan ought, I think, to have entered a Diary Order of the grounds on which he released Sabapatty on bail, which he omitted to do. He assigns in his explanation reasons why it would not have been politic for him to have done so. He also explains why he did not pay attention to a verbal communication made to him by Sabapatty regarding the transmission of the money to Madras which led to his apprehension.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

24. A communication thus made could not have been well adduced afterwards against the man and as no allusion was made to it in the final deposition taken from Sabapatty on the 21st, I do not see how it could have been brought to bear on the case.

No. 4. 25. A telegram was forwarded to Mr. Sullivan on the afternoon of the 19th May by the Commissioner of Police, to the effect that the brother of Sabapatty had left Madras that afternoon with a bag of money. Mr. Sullivan explains that he did issue orders to Narrainasamy Naidoo to stop the man in question which, of course, were not attended to, as it was to bribe Narrainasamy Naidoo himself that the money was being brought up. One of the witnesses in the case before the Sessions Court gives an account of the conversation which took place at Narrainasamy Naidoo's house on the evening of the 19th when special allusion, in a jocular manner, was made by Narrainasamy Naidoo to the fact of a telegram having been received by Mr. Sullivan warning him that Appasamy had left Madras with the money. This information could only have been given to Narrainasamy Naidoo by Mr. Sullivan himself. It is to be observed also that although the telegram bears no Madras date it is marked as having been despatched from the Vellore Office to Mr. Sullivan at 6-30 P. M., which was rather too late to be of use as the Train by which Appasamy must have travelled reaches the Vellore Station at about 7 o'clock P. M.

No. 5. 26. As regards Ali Dost I have not had an opportunity of questioning him as he has been absent from Madras. Mr. Sullivan in his explanation states that he recollects having a long conversation with him on the day of his arrival; that "Ali Dost" was present when the deposition was taken from Krishnen; that at the instance of Ali Dost he sent on the 13th May a Telegram (copy of which he gives) to Madras, requesting that one Andeeyppen might be at once apprehended and stating that Ali Dost would bring down the warrant on the following day; that when Ali Dost took leave on the evening of that day he promised to return when he had obtained further clue but that he did not again appear. Mr. Sullivan adds copy of a letter dated 16th May addressed by him to Colonel Boulderson, on the subject of the enquiry then going on, by which it is evident that he did make use of the services of the Police sent up to him from Madras.

No. 6. 27. As it appeared to be an unusual course of proceeding for Mr. Sullivan to have taken up the enquiry into the Railway Cash Robbery which took place on the night of the 13th March 1859, I requested him to explain how it happened that he did so. This he has fully done and has shown satisfactorily the cause of his having taken up himself to commence the investigation.

No. 7. 28. Mr. Sullivan also accounts in his explanation for his having employed Narrainasamy Naidoo for this enquiry. Putting, as he evidently did, implicit reliance on the integrity of Narrainasamy Naidoo, it is easy to understand why he took him from his more legitimate duty at Vellore to aid in tracing out this case of Robbery in the Taluq of Trivellum.

No. 8. 29. Having pointed out to Mr. Sullivan that the promotion of a man who commenced his career as a Peon, to the situation of Police Amin is unusual, he has explained his reasons for raising him to this rank. When examining Narrainasamy Naidoo on the 25th ultimo, I took an opportunity of testing him in his power of writing and reading and found his ability in both respects much greater than I had reason to think it was. His promotion, on the whole, is not, therefore, so much out of the way and can easily be traced to the high estimation in which Mr. Sullivan held him.

No. 9. 30. It appears that Syed Hussain, when a Duffadar of Peons, was committed in October 1854 by the Assistant Magistrate to stand his trial before the Criminal Court, upon a charge of having, with others, illegally apprehended, detained and ill-treated certain persons in connection with a Gang Robbery, and with having also extorted from them articles of private property under plea that they had been stolen from the Prosecutor in the case. The charge was dismissed by the Judge for want of proof, but Syed Hussain was dismissed by the Magistrate who also prohibited his re-employment. On the 24th September 1855 Mr. Sullivan re-employed him as a 1st class Peon, but the Magistrate directed his removal on the 15th December of the same year. In notifying his removal, Mr. Sullivan in paragraph 6 of his Official memo. to the

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

Magistrate, dated 15th December 1855 writes thus: "with the information now before him on the subject, the Head Assistant Magistrate would certainly have further considered before making the appointment or even recommending it." In the face of this avowal Mr. Sullivan, when Sub-Collector of the District, gave this man employment as a Peon and within a very short, time afterwards raised him to the post of Moktasur.

31. Mr. Sullivan has, however, shown in his explanation that he re-employed this man on the 4th January 1857, with the sanction of the Magistrate and also assigns reasons for the rapid promotion which followed; his re-employment at all appears to me to have been injudicious and improper.

32. I now come to the loans raised at different times by Mr. Sullivan from people within his jurisdiction.

No. 10. 33. It appears that in the year 1852 Mr. Sullivan when Head Assistant Collector of North Arcot, borrowed the sum of 4,000 Rupees from one Comarasamy Chetty residing at Vellore. The principle was repaid with interest and the transaction closed on the 22nd August 1856 with Moottoomanikka Chetty the son of Comarasamy Chetty (deceased). Mr. Sullivan did not employ any of the Public Servants in this matter and has fully explained the circumstance under which he borrowed this money to which I need add nothing further.

No. 11. 34. Again, in June 1853, Mr. Sullivan while holding the situation of Head Assistant Collector, applied to one Sashagerry Row (the Agent for Mr. Morrison, Abkary Renter of the District) by means of Narrainasamy Naidoo (then Cutwal of Vellore) for the loan of some money. Sashagerry Row then had an interview with Mr. Sullivan and agreed to procure him what he wanted as far as he could. The result was that Sashagerry Row paid on or about the 25th of that month 2,000 Rupees and a few days afterwards 1,000 Rupees to Narrainasamy Naidoo, for Mr. Sullivan, having previously received a Note of hand from Mr. Sullivan drawn out in his (Sashagerry Row's) favor for the amount, viz., 3,000 Rupees. After that, on or about the 5th July 1853, Mr. Sullivan sent by Narrainasamy Naidoo a Note of hand for 2,000 Rupees to Sashagerry Row who cashed it and on the 6th August 1853, a sum of 1,000 Rupees was borrowed in the same way by Mr. Sullivan from Sashagerry Row. The whole of this money came from Ram Row who was at that time holding the situation of Goomastah on Rupees 9-8 a month in the Caverypank Taluq of the District, but of this I think Mr. Sullivan was at the time ignorant. Sashagerry Row was in a position to have the command of money being the Agent to the Abkary Contractor, while Ram Row was only a Goomastah in the Taluq on Rupees 9-8 a month and it does not appear to me that Mr. Sullivan was ever told till the year 1857, either by Sashagerry Row or any body else, that Ram Row was the lender of this money.

35. In the month of April 1855, Mr. Sullivan while Acting Sub Collector of the District, again applied by means of Narrainasamy Naidoo who was still Cutwal of Vellore, to Sashagerry Row for a further loan of 10,000 Rupees. This sum was eventually raised by Ram Row, borrowing it at 12 per cent. per annum, from one Ooddundi Soobroya Goorookul who gave a Hoondi on Madras for it, dated 7th April 1855. This Hoondi was forwarded to Mr. Sullivan at Madras, where the proceeds were realized. As Mr. Sullivan was not on the spot, Narrainasamy Naidoo passed his own bond as security, pending the production of a Note of hand from Mr. Sullivan. This makes a total of 20,000 Rupees borrowed by Mr. Sullivan in 1852, 1853 and 1855, for his private use.

36. It appears that after Mr. Sullivan's return from Madras in 1855, he was visited by Sashagerry Row who brought with him Ram Row to speak about the Note of hand for the 10,000 Rupees which, as Sashagerry Row was no longer Agent to Mr. Morrison, Ram Row wished to be drawn out in the name of his own nephew Beema Row. Mr. Sullivan, I think, then for the first time became aware of the fact that Ram Row, who was still a Goomastah in the Taluq of Caverypank, was his real creditor. Mr. Sullivan appears to have objected to the proposed arrangement regarding the Note of hand and to have eventually drawn it out in the name of Sashagerry Row as he had done previously. It was in part discharge of this loan that Mr. Sullivan paid Sashagerry Row the sums of 4,000 and 2,000 Rupees alluded to in the first part of this Report, to enable him to do which, he employed Narrainasamy Naidoo to obtain the second loan of

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

10,000 Rupees as already stated in paragraph 14. The whole the principal borrowed by means of Narrainasamy Naidoo from Ram Row through Sashagerry Row has been repaid by Mr. Sullivan, but the claim for interest has not been adjusted. Mr. Sullivan has fairly and I think honestly, related the circumstances attending the borrowing of the whole of this money amounting as it does to 16,000 Rupees.

37. Hanumuntarow, a younger brother of Ram Row, appeared before me at Vellore and gave a statement to show that Mr. Sullivan was aware before he obtained the sum of 10,000 Rupees in April 1855, that it was Ram Row who had been the lender, but he failed to satisfy me on this point.

No. 12. 38. On the 1st February 1857, when Sub Collector of the District, Mr. Sullivan borrowed the sum of 5,000 Rupees from one Dowlutchendu Ram Lalá of Vellore at 12 per cent. per annum. For this he gave his bond and a policy on his life. This money was borrowed to make good, losses sustained in Railway transactions as explained by Mr. Sullivan himself.

No. 13. 39. Kalú Ram Lalá had also money dealings with Késévulá Naidoo (Mr. Sullivan's butler) Tatapa Odyan (a person employed by Mr. Sullivan to supply Sleepers for the Railway) and Streenevasa Pillay (late Cutwal of Vellore) but nothing came out before me to connect Mr. Sullivan directly with these transactions.

40. The representation given by Mr. Sullivan in extenuation of his having borrowed money as he has done will, I doubt not, receive due consideration.

No. 14. 41. I now come to the circumstances attending the assignment of certain gardens in Vellore in pursuance of the orders contained in Proceedings of the Board of Revenue, dated respectively 23rd November 1857, No. 4,144, and 22nd January 1858.

42. These gardens, or rather topos, are situated at Vellore itself. The chief one adjoins the compound of the house in which Mr. Sullivan lived. They had been for years the property of Government and were rented out either annually or on short leases. The nature of the orders under which such gardens were to be disposed of were to the effect that the claims of the descendants of the original founders and of the present occupants were to be first considered, and that failing these, such topos were to be given to persons of respectability and wealth upon a fixed land assessment.

43. In regard to four of the topos in question, Mr. Sullivan set aside the claims of the present renters and gave them to Moonesamy Naidoo (the son of the above Narrainasamy Naidoo), who was at the time only about eleven years of age.

44. Mr. Sullivan's order putting Moonesamy Naidoo in possession of 3 of these topos is dated 16th January 1858, which is antecedent to the date of the second Proceedings of the Board, while his order regarding the fourth tope bears date 12th March 1858, which is some time subsequent to them, but it must be remarked that the former Proceedings of the Board were not nearly so explicit as the latter ones in regard to the parties to whom such topos were to be assigned. Mr. Sullivan next gave one of the topos to Kalú Ram Lalá who was his creditor for 5,000 Rupees. His order allotting the garden to him is dated 25th February 1858.

45. Mr. Sullivan gave also two of the topos to one Govinda Moodely a friend of Narrainasamy Naidoo and uncle to his own writer Rungasamy Moodely.

46. He also assigned two of the topos to Samy Achary, a blacksmith, who had been working many years for him.

47. This disposal of these gardens when taken in connection with other circumstances which have come to light bears a *prima facie* appearance of having been dictated by dishonest motives, for it is remarkable that the Sheristadar of the office was not consulted or his services in any way made use of by Mr. Sullivan for the purpose of carrying out the arrangement for the disposal of the three first topos which were given to Moonesamy Naidoo. Now, in such a case as this, it appears to me that it was the special duty of Mr. Sullivan to have conducted the transaction by means of his Head Ministerial Native who should have had a voice in the matter. He explains his reasons for not doing so, but they do not appear to me to be sufficiently valid to justify him in having neglected to make use of Tummajee Row for the enquiry, who ought

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

from his position to have been held responsible, to a certain extent, for the disposal of such a matter.

48. Mr. Sullivan in paragraph 36 of his explanation states that he had no idea at the time he gave away the gardens to Moonesamy Naidoo that he was the son of Narrainasamy Naidoo the Police Amin of Vellore, but he adds that had Narrainasamy Naidoo applied to him for the gardens for his son, he would have complied with his request as a public mark of approbation.

49. I cannot agree with him in this view for, I consider that it would not have been proper for him under any circumstances to have given these gardens to the minor son of a public servant without first seeking permission from higher authority.

50. Mr. Sullivan thinks he remembers having asked the Tahsildar who Moonesamy Naidoo was, and that he (the Tahsildar) told him in reply that he was the son of a man who had formerly resided at Chittoor and been a shareholder in the Abkary contracts.

51. This shows that Mr. Sullivan had some doubts in his mind in regard to the identity of Moonesamy Naidoo, which he should have solved by sending for the person himself.

52. Mr. Sullivan also considers that he was in this instance purposely kept in the dark as to who Moonesamy Naidoo was, both by the Tahsildar (Baboo Row) who reported on the Durkhast for the gardens and by his Cutcherry people.

53. This was very probably the case and nothing more than might have been expected when it is remembered that at the period when the gardens were disposed of, Mr. Sullivan was in the habit of treating Narrainasamy Naidoo with such marked personal favor, that all other Natives about the Cutcherry must have been anxious to secure his good will by doing every thing in their power to serve him, even by unfair means.

54. It was on the 24th February 1858, only a little more than a month after the 3 gardens were thus made over to his son, that Narrainasamy Naidoo was promoted to the situation of Police Amin from that of Peshkar.

55. Mr. Sullivan explains that he gave the fourth garden to Moonesamy Naidoo on the 12th March 1858 because it adjoined one of those he had previously made over to him, but that he did so still without knowing that he was the son of Narrainasamy Naidoo, which fact he did not discover, he says, till August last.

56. The late Police Amin himself when questioned by me at Vellore on the 25th ultimo, represented that he caused his son to present an application for the gardens in the usual way, but that he did not tell Mr. Sullivan that the applicant was his son. This alone shows that he was perfectly aware of the irregularity of the proceeding and thought it better to get the matter thus arranged clandestinely rather than to trust to an open request to Mr. Sullivan. The Tahsildar, (Baboo Row) who reported on the Durkhast in question, justifies himself by declaring that Narrainasamy Naidoo appeared before him with his son and said that he had spoken to Mr. Sullivan on the subject who had agreed to let him have the gardens.

57. This may or may not be the truth, but probably it is false. It is, however, to be observed that no allusion whatever is made in the Durkhast itself presented by Moonesamy Naidoo to the fact of his being the son of the Police Amin. He is therein merely represented as Moonesamy Naidoo son of Narrainasamy Naidoo residing at Vellore.

58. In two letters addressed to the Collector of the District, dated respectively 10th and 31st May 1858, Mr. Sullivan distinctly disclaims having made over three gardens to the Police Amin, stating in one of them that one Moonesamy Naidoo was the person to whom he had given possession of them.

59. Assuming that Mr. Sullivan had been imposed on by his Office people, it follows that he penned these letters in good faith, but it is unfortunate that it did not strike him before doing so, that it would be safer for him to see the person about whom he was writing, which he could easily have done by sending for him.

No. 15. 60. My enquiry corroborates what Mr. Sullivan states in paragraphs 169 and 170 in regard to the work performed by convicts in the nullah forming the boundary of

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

the garden given to Moonesamy Naidoo which adjoins the compound of the house occupied by Mr. Sullivan at Vellore.

61. Mr. Sullivan explains, satisfactorily, his reasons for giving two of the gardens to Govinda Moodelly, but I cannot agree in the propriety of his having made over a garden to Kálá Ram Lála to whom he owed at the time 5,000 Rupees. It is also questionable whether he should have given two of these gardens to Samy Acharay, which he appears to have done in acknowledgment for the services this man rendered him in his Railway transactions.

62. Mr. Sullivan gives reasons why he did not allow Tummajee Row, the Sheristadar of his Office, to advise him in the disposal of the gardens in question, but I do not think he has shown sufficient cause for not giving him a voice in the matter, such a case being one which he should have been most particular in referring to him.

63. I do not find any thing to object to in the assessment fixed on these gardens when they were thus given away.

No. 16. 64. Mr. Sullivan has entered into full explanation of the transactions carried on by him on behalf of the Madras Railway Company, and I see no reason whatever to doubt the correctness of his statements in regard to his connection with this Company.

65. It was in June 1853, the same month, it must be observed, in which he first borrowed money from Sashagerry Row, that Mr. Sullivan undertook the supply of Sleepers for the Railway, the Officials themselves having found it impossible to procure them without his aid. To enable him to effect this object advances of money were made to him by the Company which he worked out as he sent in the Sleepers.

66. After a time the accounts became so complicated by an attempt to charge the Company with the exact prime cost of the Sleepers that it was deemed expedient for Mr. Sullivan to charge an average fixed price for each class of Sleeper.

67. This course was adopted and Mr. Sullivan, upon the same principle obtained the Sleepers from the wood cutters by means of Agents employed by him, to whom he appears to have been in the habit of giving advances of cash.

68. The death of one of these Agents, by name Madura Naidoo, at the close of 1855, caused Mr. Sullivan a heavy loss as he was never able to recover the advance of cash he had entrusted to him. The net loss to which Mr. Sullivan was subjected by the death of this man amounted, Mr. Sullivan states, to Rupees 6,190-4-0.

69. I myself perfectly well recollect the circumstances attending the death of the man in question and of my having then been informed that Mr. Sullivan lost heavily by him.

70. In 1856 Mr. Sullivan sustained a second heavy loss by the frauds which were committed by his people while he was on the Nilgiri hills, where he was obliged to go on private affairs.

71. During his absence, his own butler "Késévulú Naidoo" and his brother a writer of the same name, peculated to the extent of about 11,000 Rupees for which Mr. Sullivan was responsible to the Railway Company.

72. Mr. Sullivan represents in paragraphs 230 and 231, that he himself made good the net loss which he sustained by the sudden death of "Madura Naidoo;" that he recovered 6,000 Rupees of the second loss from the two brothers "Késévulú Naidoo;" and that he borrowed 5,000 Rupees through Kálá Ram Lála for current expenses, hoping at the time that the brothers "Késévulú Naidoo" would eventually make good this sum also.

73. It was evidently to these two losses that Mr. Sullivan referred when he spoke in his deposition before the Sessions Court at Chittoor of his connection with the Railway Company having proved very disastrous to him.

No. 17. 74. The refund here alluded to, formed the subject of a complaint which was made to me at Vellore by Késévulú Naidoo (butler of Mr. Sullivan) of his having been compelled by Narrainasamy Naidoo, acting under Mr. Sullivan's orders, to sell his jewels and make good a loss of 6,000 Rupees which he tried to make out had been caused by the death of Madura Naidoo, instead of by his own frauds.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

75. The death of Madura Naidoo also involved Mr. Sullivan in a pecuniary loss, as stated in paragraph 238 of his explanation, of Rupees 926-6-8 on account of Government, which he afterwards made good from his own funds.

76. It appears that Syed Hussain who was restored to employment by Mr. Sullivan after having been dismissed and declared by the Magistrate ineligible for re-employment, was brother of "Syed Yacub" who was employed as one of the Agents for obtaining Sleepers. This, to a certain extent, accounts for the interest Mr. Sullivan showed in Syed Hussain.

77. Mr. Sullivan states that the balance of advances due by him to the Railway Company amounts now to 12,189-6-10, none of which will be recovered unless an intelligent person can be sent to bring in the stock of wood said to be lying in the jungles, and to recover the balances of the advances made to the Wudders.

No. 18. 78. A man of the name of Ragavooloo made a somewhat similar complaint to that preferred by Késérulá Naidoo. He represents that he had been employed by Narrainasamy Naidoo on behalf of Mr. Sullivan to bring in a supply of Sleepers, which he did for some time, but that finally he was called upon to give up his jewels to the value of about 3,000 Rupees to make good an alleged loss.

79. This charge is rebutted by Mr. Sullivan by the production of his (Ragavooloo's) receipts acknowledging that he had received payment in full of all demands. Mr. Sullivan also explains other circumstances connected with this man to which allusion was made before me.

80. The enquires I made at Vellore in reference to the Gang robbery committed in the house of Tummajee Row during the night of the 31st August 1859, showed that on the evening of that night Mr. Sullivan dined at the mess at Vellore and was called up very early on the following morning at his own house by a Duffadar reporting the case of robbery to him.

81. Narrainasamy Naidoo, then Cutwall of the town, had previously applied for leave of absence to go to Chittoor and is said to have started about the time the robbery was being committed. Suspicion of complicity in this transaction attaches to him, but other parties are said to have been the chief instigators of the deed. There is no proof however to fix the guilt on any particular person.

82. My enquiries did not elicit any connection between Narrainasamy Naidoo and the Railway robbery perpetrated during the night of the 13th March 1859, but from all I have succeeded in gathering, it appears probable that he was cognisant of the intention to perpetrate the robbery and that either directly or indirectly he obtained a share of the plunder.

83. Vejaragaviah and Codunda Ramiab, whose re-employment in the public service also came to my notice, were formerly Police Amin and Royasem in the town of Vellore and were both dismissed, with a heavy fine to the former, in the year 1851, under strong suspicion of having embezzled public money, Rupees 718-1-2.

84. The former was however re-employed in the service by the Magistrate (Mr. Bourdillon) and the latter by Mr. Sullivan.

85. I have reason to believe that the re-employment of dismissed public servants has been a very common practice for many years in North Arcot, a proceeding which appears to me to be extremely objectionable.

86. The Service List of Narrainasamy Naidoo (late Police Amin of Vellore), of Ram Row, from whom the 6,000 Rupees borrowed by Mr. Sullivan in 1853, came, and of Streenevassa Pillay late Cutwall of Vellore, do not exhibit promotion open to objection with the exception of that of Narrainasamy Naidoo to the situation of Police Amin on the 24th February 1858. Ram Row remained a Goomastah up to July 1856.

87. Throughout my enquiry it has appeared that Mr. Sullivan has for years employed Narrainasamy Naidoo as a confidential Agent for both public and private matters; and that he has been in the habit of allowing him free ingress into his house whenever he choose to come. This must, of course, have led other Natives to regard Narrainasamy Naidoo as an influential favorite, and have given him opportunities of carrying on evil practices of which he fully availed

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

himself; doubtless constantly making use of Mr. Sullivan's name, to effect his object in these nefarious transactions.

88. It was very unfortunate for Mr. Sullivan that he undertook to supply the Madras Railway with Sleepers, as it led to his investing Narrainasamy Naidoo with more power and influence than he ever ought to have given him.

89. I must here remark that it appears to me that had Mr. Sullivan been inclined to act dishonestly he would have made use of the advances which he received to such a large extent, from the Madras Railway Company in June 1853 instead of, just at that period raising a loan of 6,000 Rupees. Again, if he had been sharing the proceeds of corruption with Narrainasamy Naidoo in May last, he would not have directed him (Narrainasamy Naidoo) to raise a loan of 10,000 Rupees for which he passed receipts.

90. Having carefully weighed all the information which has been elicited during my preliminary enquiry and the explanation offered by Mr. Sullivan on the points I referred to him, I am of opinion that there are no grounds to charge Mr. Sullivan with complicity in the corrupt practices of Narrainasamy Naidoo or of dishonest proceedings on his own part.

91. He has been unquestionably guilty of a grave dereliction of duty and disobedience of orders in borrowing money as he has done, and I consider that he erred grievously in making a confidential favorite of Narrainasamy Naidoo and showed great want of judgment, to say the least of it, in disposing, as he did, of the gardens to which I have referred, as well as in the way in which he handed the case of Sabapatty and also in effecting the re-employment of Syed Hussain.

92. In elucidation of the foregoing I beg to forward the documents as per annexed List.

Explanations afforded by Mr. A. Sullivan, Madras Civil Service, under paragraph 5, Proceedings of the Madras Government, dated 6th December 1859, No. 1,639.

1. On the 14th December 1859, I was informed that Mr. Hall would enter on the depositions of witnesses against me, and I was invited to attend.

2. Agreeably to the instructions conveyed to him in paragraph 5, Proceedings of the Madras Government, dated 6th December 1859, No. 1,639, Mr. A. Hall, during the enquiry which those Proceedings nominate him to conduct, communicated to me the information he obtained and gave me opportunity for furnishing any explanation that I might wish to offer, subject to the conditions noted in the latter half of the above named paragraph 5.

3. I must here record my sense of the courtesy with which Mr. Hall has throughout conducted what I feel assured must have been to him, as to me, a very painful enquiry.

I.

BANK NOTES.

1.—My connection with the two Bank Notes Nos. 3864 and 4300 for 500 Rupees each.

4. The first and most important point that at once arrested my attention, among those which Mr. Hall pointed out as calling for explanation, is that arising out of my connection with

the two Bank Notes, Nos. 3864 and 4300 for 500 Rupees each.

5. It appears to have been proved at the trial of Narrainasamy Naidoo, the late Police Amin of Vellore, on the charge of receiving a bribe to procure the release of one Sabapathy Moodelly, that these two Notes were traced into his hands on the evening of the 19th May last, and that I paid away these identical Notes to one Sheshigiri Row, on the 21st idem, in part payment of a debt due by me to one Ram Row.

6. I am free to admit that the coincidence, unexplained, is sufficiently startling, the more especially, as my having released the aforesaid Sabapathy Moodelly on bail, on the same 21st, gives a color for the presumption that these notes passed from Narrainasamy to me for a corrupt consideration.

7. Further, it was elicited at the same trial that I had, during the same month of May, made another large payment (Rupees 4,000) which, together with that of the 21st (Rupees 2,000), amounted to the sum of Rupees 6,000, where, it is naturally asked, could I, a man in debt and difficulty, have found so large a sum available for the payment of my creditor at that particular time?

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

8. Now, I beg to refer to my deposition at that trial, at which I was called as a witness for the prosecution; I then explicitly denied, *upon my oath*, that I had received these Notes, or any other Notes, or sum of money, with a guilty knowledge, or for any corrupt or dishonest purpose; I reiterate here, on my honor as a gentleman, the repudiation of the imputation upon my moral character, and, if close upon sixteen years of hard, honest, zealous service do not suffice for my protection from the suspicion in which circumstances have sufficed to involve me, I do beg that all due weight may be given to my statement, made in open Court, under the solemn obligation of an oath, exposed to any cross examination to which the counsel for the defence might have chosen to submit me.

9. It is to be borne in mind that I could not control the course of the examination for the Crown any more than that of the cross examination for the defence; I was there simply to tell the truth, the whole truth and nothing but the truth in answer to all such questions as might be put to me, and it is a subject of deep regret to me that no such questions were put to me *then* as might have given me the opening for making the full explanation that I now do.

10. Before doing so, however, I would call attention to the language of Mr. Mayne, the counsel for the prisoner, in his address to the Court, so far as it affects me and the manner in which I gave my evidence, the passages quoted have been furnished me from a Note made by the counsel for the prosecution at the moment.

At the opening of the address, Mr. Mayne said

"My learned friend (Mr. Norton) suggested that I might try to screen the prisoner by throwing the blame on his superior, but this suggestion was unnecessary, such a defence would be untenable in law, *dastardly* in spirit, and false in fact."

Towards the conclusion, Mr. Mayne said

"I come now to Mr. Sullivan's share in this transaction, I shall say little on this, as it is an evanescent point; the Court will remember the excitement at the opening, when the counsel for the prosecution, if he did not denounce Mr. Sullivan, at any rate suggested that it was possible he might have received this money. A mass of evidence utterly irrelevant, on any other hypothesis than Mr. Sullivan's complicity, has been exhibited; it was said that it was important to show that my client had influence over Mr. Sullivan, and the inference, therefore, was that he used it; the gratification of this excitement was signally defeated when Mr. Sullivan was put into the box to answer to such high crimes and misdemeanours; he was *not* interrogated as to whether he had received this money dishonestly, it was not even hinted at in the examination, no question was put which tended to implicate Mr. Sullivan; it was reserved for me to put the degrading questions: Did you act honestly? Were you influenced in your decision by undue means? The Court must be thoroughly satisfied with the evidence of Mr. Sullivan, he was asked as to transactions whence he incurs grave responsibility, he was asked to convict himself out of his own mouth of dealings which may send him forth a beggar; the Court must see that it was useless to try to show complicity; I am glad Mr. Sullivan was put in the box, because the truthful, candid manner in which he gave his evidence, in matters ruinous to himself, must convince the Court that he was speaking the truth in the matters concerning my client."

11. I can only say that, had I been called upon to explain the whole matter connected with this affair, I should have been equally explicit, notwithstanding I thereby must have further exposed myself to those serious consequences from which, it is clear, I did not shrink when circumstances, involving my personal conduct, were proved in Court.

12. I submit that, if I can show beyond a doubt, whence I got the 6,000 Rupees in May which I paid to Sheshigiri Row, and that I had those Rupees 6,000 entirely independent of the two particular Notes which I paid to Sheshigiri Row, the suspicion against my personal honor vanishes, and, fortunately for myself, I can show that, although, in doing so, I cannot but lay myself open to the further displeasure of Government: grievous as this is to me and detrimental to my prospects in the service, my first care is to keep my reputation as spotless as it has hitherto been through life; I cannot hesitate what course to adopt, when it lies between such alternatives.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

13. Ram Row, my connection with whom will form the subject of a separate explanation, had become so overbearing, on the strength of my being in his debt, that I could endure the humiliating position no longer, and, having failed in procuring a loan from my Agents, for which I applied a short time previously, I reluctantly requested Narrainsawmy Naidoo in whom I certainly reposed entire confidence, to endeavour to negotiate for me a loan of Rupees 10,000 to enable me to settle with Ram Row, provided such loan was not raised in the district; I feel now that I ought never to have employed him in such a service but I was driven to extremities; Narrainsawmy requested leave to go down to Madras, which I accordingly granted him; after an absence of two or three days, he returned, saying that he had negotiated the loan with one Rathnal Vencataswamy Naidoo, the son of Messrs. Binny, and Co.'s former Dubash, that I should give him acknowledgments for the sums I received in the name of the said Vencataswamy Naidoo, who would himself come up and take a regular bond for the whole, together with insurance policies which I was to make over to him, when the entire sum of Rupees 10,000 had been paid to me.

14. Accordingly, on the 8th May, Narrainsawmy Naidoo, paid me Rupees 4,000 in Notes, on the 13th idem Rupees 2,000 in cash, and on the 19th idem Rupees 500 in cash.

15. On that day, I gave him the following acknowledgment:—

"VELLORE, May 19th, 1859.

"Received from Rathnal Vencataswamy

Vide page 107, Private letter book for 1859.

"Naidoo, through Narrainsawmy Naidoo, on

"the 8th instant four thousand (4,000) Rupees,

"on the 13th instant two thousand (2,000) Rupees, and this day five hundred (500)

"Rupees on account of a loan of ten thousand (10,000) Rupees, to be adjusted hereafter.

"A. W. SULLIVAN."

16. On the 2nd of June, he gave me a further sum of one thousand (1,000) Rupees in Notes, for which I gave him the following acknowledgment:—

"ARCOOT, June 2nd, 1859.

Vide page 115, Private

letter book for 1859.

"Received from Rathnal Vencataswamy Naidoo, through Narrain-

"sawmy Naidoo, the sum of one thousand (1,000) Rupees, being on

"account of a loan of ten thousand (10,000) Rupees to be adjusted

"hereafter.

"A. W. SULLIVAN."

17. On the 17th June, he brought me 700 Rupees and on the 16th July 1859 five hundred (500) Rupees more; for the last two amounts I have not passed any receipt; Narrainsawmy Naidoo told me, when making the last payment, that he hoped soon to complete the ten thousand (10,000) Rupees, and that he would then bring up Rathnal Vencataswamy Naidoo to close the transaction.

18. About a month after he made me the last payment of five hundred (500) Rupees, Narrainsawmy Naidoo was removed from Vellore, and I did not again see him until at the bar on the 19th November last.

19. In support of the truth of the above, I beg to state that, ever since 1857, I have kept a patent copying machine for preserving fac-similes of important private and semi-official correspondence, documents, &c; I shall be happy to produce the book for 1859, for the inspection and satisfaction of Mr. Hall, and, if necessary, for that of the Government; therein, at pages 107 and 115 respectively, will be found fac-similes of the acknowledgments I gave Narrainsawmy Naidoo, and the appearance of the book, its indices &c., will satisfy that these impressions must have been taken at the times they respectively bear date; these receipts are scored across in the book to prevent the possibility of their being cut out and used, as also are other fac-similes of receipts, cheques, &c., in the same book.

20. The 4,000 Rupees I received on the 8th May are stated by Sheshigiri Row to have been paid by me to him on the 13th idem, I have no memorandum or recollection of the exact date on which I paid him, and it is not improbable that he may have taken this date from Ram

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

Row's books; I know that several days did elapse between my receiving the 4,000 Rupees on the 8th and my payment of that sum to Sheshigiri Row; I sent for him, but he did not come before the day on which I paid him: if it was on the 13th it must have been before my receipt of the 2,000 Rupees from Narrainswamy on that day, or I should have of course, paid him that also.

21. I have fully explained, in my evidence on oath before the Sessions Court at Chittoor, on the 19th November last, my practice with regard to the custody of the sums of money constantly in my hands; my own money I kept in the same cash chest; the Railway bags, however, were generally distinguished by the letters M. R. C., and I can only say that, if Sheshigiri Row came to me on the 21st in my office, I should, as a matter of course, knowing that I had Rupees 2,000 to pay him, have taken it from the notes which I kept, as stated in my deposition, in my office box.

22. Thus, I can easily understand how I may have paid Sheshigiri Row in notes on the 21st May, though I received the 2,000 Rupees in cash from Narrainswamy on the 13th idem. How these two notes (Nos. 3864 and 4300) may have come into my possession I explained in my evidence, how they did not come I have also, on my oath, solemnly sworn.

23. It has been suggested to me that there is an apparent singularity in my having received on the 13th and not paid away till the 21st May. I can only say that I did not see Sheshigiri Row in the interim, and that I paid him the first day he made his appearance. The same observation would apply with equal force to the earlier payment—the money received on the 8th was not paid till the 13th.

24. I have, however, indisputably shown that I was possessed of funds wherewith to pay Sheshigiri Row the full sum of six thousand Rupees (6,000 Rupees,) and that I had obtained this sum with the specific object of applying it to the liquidation of this identical debt; the inference arising from the unexplained coincidence of my having paid him with the two notes is, I submit, thereby rebutted, and I have thus offered the fullest and most unreserved explanation it is in my power to give. In conclusion, I would observe how extremely improbable it is, on a *prima facie* view of the circumstances of the case, that, if I have received the notes with a guilty knowledge, I should, the very next day have passed them on, in Vellore itself, to a man with whom I had money transactions in part payment of a loan, release the accused on the same day, and that, with the telegraphic information before me that a bribe had come up.

II

RAILWAY ROBBERY.

2.—Release of the Cash-keeper Sabapathy Moodely on the 21st May, on bail.

Sessions Court of Chittoor, on the 19th November last, I stated with reference to this point: "I do not remember the exact date on which the Cash-keeper Sabapathy was bailed, I cannot say whether, or not, it was on that date I made the second payment of Rupees 2,000."

And, when cross examined by the counsel for the defence:

"I remember the Cash-keeper Sabapathy Moodely was brought up to me about the 13th May and was released, looking at the bail bond I see it was on the 21st of May; the witness against him before me broke down, I then released him on bail and on personal security; when I released him I adopted what I thought to be the best course then; at the time I released him I doubted whether I had any legal right to adopt the course I did; in a similar case, Mr. Pochin's decision for taking security was reversed. I doubted whether I had legal right to hold him to security, but I was determined not to let him out of my keeping; in acting then as I did, I acted honestly, to the best of my judgment, I was not influenced directly or indirectly by the prisoner at the bar."

26. I have not much to add to the above statement on oath, in explanation of my conduct regarding the release of the Cash-keeper on his personal recognizance for one thousand (1,000) Rupees and two securities of five hundred (500) Rupees each, to appear when called for; concerning the breaking down of the witnesses against him, before me, I shall have more to say in a

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

future explanation; finding that I had not sufficient proof against him to warrant his detention in custody, but having, from the first, had a strong impression that he was the instigator of the robbery, I was, I confess, perplexed how to act and remember having a long conversation with the Police Amin two or three days before his release on bail as to what was best to be done; I suggested the bail, when the Police Amin reminded me of the reversal, by the Sessions Court, of Mr. Pochin's decision in a somewhat similar case, when he held to security Soondra Row and others undoubtedly concerned in the Gang robbery in my Sheristadar's house in August 1856, but against whom no proof was at the time forth coming; it must be remembered that, as stated by me on oath, the Police Amin "was the person I employed in the management of that case throughout;" I placed implicit confidence in his information and so far had found it reliable; and, acting upon it, had brought several offenders of justice; he assured me that he had no doubt he was on the track of information which would enable him to inculcate the Cash-keeper, but that his operations, in this respect, would be facilitated if he (Cash-keeper) was at large, mentioning this particularly with reference to the apprehension of one Andiapen his confidential Peon, who he hoped to ensnare, if the Cash-keeper was seen about and at liberty; this conversation, I think, must have been on the 18th May; on enquiry on the 19th, I found that the Officers in charge of the search warrant had neglected to search the usual residence of the Cash-keeper at Vellore, I censured them severely for this and ordered them to conduct the search at once; the result of the search, which was *nil*, was, to the best of my recollection, reported to me on the following day *late*; on going over to the office, on the day of the Cash-keeper's release, the 21st May, I took the deposition of Shop-keeper Moonesawmy and then of the Cash-keeper Sabapathy; the Police Amin, I think, was present or at any rate about the office; I then determined that I would release Sabapathy Moodely on his personal recognizance for 1,000 Rupees and two securities of 500 Rupees each, which I communicated to him in person and told him to name his securities; he named Sévarkara Sabapathy Moodely and Dévasagumony Moodely; I knew both these men myself, with the former I had had, during the last eleven years, frequent interviews and intercourse in connection with caste and other matters, he being the Sévarkara or Nāthamkara of an influential section of the Moodeliar caste, and generally their spokesman, the other had once been a Police Amin and was a cultivator and householder in the neighbourhood, as I understood; I considered the security sufficient and, on my verbally asking the Police Amin at the time they were named, he pronounced the security good, besides which, he said, he had no intention of losing sight of the man himself, and I particularly impressed on him the necessity of watching him most narrowly; I had nothing to shake my confidence in the Amin at that time; I told him to send for the securities which he did; they appeared early in the afternoon, in the course of which the bonds were executed.

27. I may mention that it has never been the custom to make more than verbal enquiries regarding securities for *personal appearance ONLY*, (Házar or Nuffer Zámin,) written enquiries are instituted where security is demanded for future good behaviour or keeping the peace, the former being coupled with appearance before the Magistracy when required.

28. In support of these securities being good, I may mention that it was through them, that, within a day or two of the expiration of the term of their bond, I was within some hours of the requisition, able to re-apprehend the Cash-keeper and hand him over to the Acting Magistrate of North Arcot, who, under the orders of Government, had taken up the case.

3.—Delay in the examination of the Cash-keeper Sabapathy Moodely from the 16th to the 21st May 1859. 29. As to the length of time during which the Cash-keeper was kept in custody without enquiry, namely, from the 16th to the 21st May

last, to the best of my recollection, the Cash-keeper &c., were not produced at my office until a late hour of the forenoon of the 16th May, (Monday,) having returned by the afternoon train of Sunday the 15th from search of his houses at Madras, as per my warrant of the 13th idem; the current work of my office, at all times heavy, was always more so on Monday, in consequence of the double tappal to be disposed of on that day, and, as a general rule, I seldom took up cases on that day; Andiapen, one of the parties, was hardly able to stand from dysentery, this I remember perfectly; for the delay on the 17th at this distance of time, I cannot recall a reason, I know that there was no wilful delay; on the 18th and 19th from 10-30 A. M. to dusk in the even-

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

ing, I remember perfectly that I was engaged exclusively on the enquiry of a case of theft and breach of trust brought by Mr. Paton, the Resident Railway Engineer, on behalf of his employers and conducted by himself in person against one Joshua John, a Store-keeper, and others, as may be seen by a reference to the column of "Explanation of delay" to case No. 3 of "cases disposed by the Joint Magistrate of North Arcot under Act VII of 1843" for 1859, on the Records of that office.

30. Mr. Paton, being an Officer of the Railway, whose time was of the greatest importance to his employers, I considered myself justified in devoting this time to him; this threw me two days in arrears of current business, which I made up on the 20th, and, on the 21st the case as regarded the Cash-keeper was disposed of in the manner specified in a preceding paragraph (26).

4.—Regarding non-recording of a verbal admission, made by Cash-keeper Sabapathy Moodelly to me, on the 13th May and of the grounds of his release on the 21st idem in my Office Diary or elsewhere.

31. With reference to my not having recorded in my Office Diary, or elsewhere, an admission made to me verbally by the Cash-keeper the evening of his arrest to the effect that he had transmitted to Madras the money which led to his apprehension, which he subsequently denied when examined on the 21st of May, also to my not having recorded the grounds of his release, on bail, on that date, I have to observe, as regards the first point, that to the best of my recollection, there is no mention in Cash-keeper Sabapathy's deposition before me, on the 21st May last, of his having transmitted money to Madras at all subsequent to the Railway robbery, and therefore there can be no denial of his previous verbal admission to me on that subject; I was taking a deposition from a man on his defence, and it was my duty, as a Magistrate, to warn him that anything he said or admitted in his deposition would be used against him, which I of course did: he however never did admit to me verbally that he had "transmitted to Madras the money which led to his apprehension;" what he did admit may be gathered from the following correspondence which passed between the Acting Magistrate of North Arcot and myself, on the subject, in August last:

"To JOINT MAGISTRATE.

"SIR,—Do you recollect while examining Sabapathy Moodelly, *vide voce*, in your Cutcherry Printing room, his admitting having sent money to Madras in his bandy and, if so, what amount did he say had been so sent and under what circumstances?

"Yours &c.,

"J. D. ROBINSON."

"26th August 1860.

"To A. W. SULLIVAN, Esq., Joint Magistrate, Vellore."

To this I replied as follows:—

**Vide page 148, Private letter book for 1859.* SEMI-OFFICIAL.*

"SIR,—In reply to your letter of the 26th instant, I have the honor to state that I have the most distinct recollection that the Cash-keeper Sabapathy Moodeliar stated to me, when I questioned him near my Printing office on the day of his apprehension on the information of his bandy-man Krishnen, namely, the 13th May last, as to whether he had sent any money to Madras since the robbery at Katbady, that he had sent 2,000 and odd Rupees in his own bandy to Madras and that the money had been consigned to him by a Contractor near Goriatum for the purpose of making some payments in Madras, I asked him why he sent it by the road when the Rail, a so much safer mode of conveyance was open to him, he said that he availed himself of the opportunity of sending his bandy to Madras, which he no longer required, the office having been moved from Katbady to Vellore.

"I have &c.,

"A. W. SULLIVAN,

"Joint Magistrate."

"VELLORE, August 27th, 1859.

"To J. D. ROBINSON, Esq., Acting Magistrate, North Arcot."

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

32. I felt so fully persuaded, when I released the Cash-keeper on bail, that something more would turn up against him, as the case advanced, that I considered the case to be still an open one as against him, and therefore did not write a diary in the case at that time at all.

33. I have already stated that on my oath I had deposed to my doubts as to the legality of my holding him to bail at all, the grounds for those doubts, and that the reason for my taking this responsibility on myself was my determination not to allow a man, whose guilt I suspected, but against whom I had, at the time, no proof, to slip through my fingers; in the face of these doubts, it was not likely that I should make the course I had adopted a subject of diary record, and I submit that, under the circumstances, it was not necessary as I was, in the stage of the case, as also when I elicited the verbal admission above mentioned, acting more in the Executive or Police branch or a Magistrate than in the Judicial, and I did not consider it advisable to have such a precautionary measure as the former on the Record of the office, besides which I did not consider the case, I again repeat it, closed as against the Cash-keeper; it was, in fact, a kind of remand to allow me to collect more evidence: that I was not successful was not my fault, indeed the case was taken out of my hands before the term of the remand had expired.

5.—Delay in taking a deposition from one Shop-

keeper. Mooneaswamy from 15th to 21st May 1859.

34. As to my not having examined Shop-keeper Mooneaswamy between the 15th and 21st May, notwithstanding his having given important information before Mr. Campbell, the Deputy Commissioner at Madras, on the 13th idem, I have to observe that this witness arrived at Vellore by the afternoon train of Sunday the 15th May, he appeared with Cash-keeper Sabapathy, Andiapen and others, in charge of Madras Taliari Mooneaswamy, to the best of my recollection, at a late hour on the forenoon of the 16th (Monday); I remember perfectly well verbally questioning him, then and there, as to what he knew, and he was at once open mouthed about the treatment he had received from the Madras Police and said he knew nothing: the Police Amin, whose advice I generally took in such matters when he was in charge of a case, said he would see what he could get out of him, and recommended his being kept a day or two without being examined; any Magistrate of experience will know that it is often for the ends of justice, advisable to adopt such a course with an unwilling witness, as this man then undoubtedly was, and a rascal to boot, seeing that, if I am rightly informed, he wound up his career, in this case, by being styled a perjurer in the Sessions Judge's sentence in Regina vs. Narrainswamy Naidoo.

35. The causes of delay, noted in paragraphs 29 and 30 of this explanation, may be considered as also applicable to the non-examination, up to the 21st May, of this witness; he may or may not have been ill-treated by the Madras Police, I am quite clear of his spontaneous verbal denial, before me, on his first appearance, yet, some four months or so afterwards, he reverts to a statement which, to the best of my recollection, he told me, on oath, had been extracted from him by ill-treatment, and was not true, and this, with perjury and its consequences staring him in the face: this, I submit, suggests a significant inference.

36. I would also mention here, in passing, that, though the evidence given before Mr. Hall by the deloyets Pedda Veeraswamy and Appaswamy of a statement made by Narrainswamy on the 20th May, behind my back, regarding the release of the Cash-keeper, is not evidence against me, his having stated that the Cash-keeper would be released on the morrow, if he made such statement, is explicable with reference to my conversation with him on the 18th May and noted in paragraph 26.

37. It occurs also to observe here that it is remarkable that the evidence of these deloyets, if true and important, was not forthcoming, or, if forthcoming, not produced at the trials before the Acting Magistrate of North Arcot and the Criminal Courts of Chittoor; the object of their evidence is clearly to establish that, on the same morning that Vydelinga Moodely saw the Police Amin put a bundle of notes into his pocket and heard him say he was going to me; I had an interview, of a private nature with him (Police Amin) and to imply that then the Bank Notes changed hands.

38. It is remarkable, however, that these two men can only, in their evidence, remember each other on the occasion in question, and cannot remember, although men of their own beat,

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

the names of either of the two or three deloyets who they both admit were seated with them at the time, albeit one states that they were seated in *my house* and that Mohun Sing and the Police Amin came *there*, while the other states that the occurrences took place at the *Record room*; now, my house and the Record room are *entirely* distinct buildings and in different parts of the compound.

6.—In re-taking no steps on a Telegram from the Commissioner of Police, dated 19th May 1859. 39. As to my having taken no steps consequent on the receipt of a telegram from the Commissioner of Police at Madras regarding the departure, on the 19th May, of the Cash-keeper's brother from Madras, with a bag of money by the afternoon train of that day, I have to state that, so far from my having done nothing, I took all the steps which, in my judgment, it called for.

40. I have the most distinct recollection of the receipt of the telegram, it was after dark, and, seeing that it was despatched from the Vellore Office at 6-30, P. M., I probably received it about 7 o'clock; I immediately sent off for the Police Amin, with whom, as I have before stated, I was in unreserved communication about the case; he came to me about three quarters of an hour afterwards, I communicated to him the contents of the telegram; the 3 P. M. down train from Madras used, at that time, to reach Vellore at 6-55 P. M., I therefore observed to the Police Amin that it was useless for any one to proceed to meet the man at the Station, (which is five miles from my house); I desired him to go, in person, to intercept the man, if he could, at the Palaar bridge and to send a man he could trust, to try and intercept him at the Cash-keeper's house where he would probably go to pass the night; I pointed out to him that the man would be easily detected with a bag of money, this I told him as he had stated he did not know the man by sight; I told him to report the result on the following morning, which he did at about 10-30 A. M.; at my office, in the presence of my Joint Magistrate's Jawab Navisse, Rungaswamy Moodely; this man, with whom I had always reason to be satisfied, has, however, like all Natives, added a fringe of fiction to the material truth of his story; that he was present when the Police Amin reported to me on the telegram, is true enough, and that is the important point of his evidence, but, beyond this, he must needs go into particulars of the conversation which are absurd on the face of them.

41. What the Police Amin did report to me was that the man had not come up at all, he never would have been such an idiot as to report that, "on looking, he could not find any money about him," when his orders were to bring the man, money and all to me, if he could intercept him on his way into the town or at the Cash-keeper's house.

42. On the Police Amin making me the above report, I told him it was very probable the man would come up by that morning's train and to be on the look out for him, he said he had already anticipated my orders and that there were Peons waiting at the station; it is thus evident that I did adopt steps on the receipt of the telegram both from the evidence above of Rungaswamy that the Police Amin made me a report on it in his hearing, on the morning immediately following its receipt, which is further supported by, if I remember right, the fact that it was elicited in the course of the trials that some of the witnesses had had a laugh, at my expense over the telegram, or rather its contents, with the Police Amin on the night of the 19th, and he could only have been placed in possession of its content by me.

7.—Regarding my not having taken any notice of one Ali Dhost, a Native Constable, specially sent up with the informer Kishnen and recommended by Mr. Deputy Commissioner Campbell for his intelligence, &c.

43. As to my not having questioned one Ali Dhost, a Native Constable and the bearer of a letter to my address dated the 12th May 1859, from Mr. Campbell, Deputy Commissioner of Police, although, in that letter, special allusion is made to said Ali Dhost as being a most intelligent Native Constable, and therefore sent up with the informer, I can only say that I am not aware before what tribunal this information has been elicited from Ali Dhost, I can declare that I had a running conversation, on the day of his arrival with the informer, with Ali Dhost, extending over two or three hours, and directed the Police Amin to avail himself of any information he could get from him and to impart any that he might require. The informer Kishnen gave his deposition with the utmost unwillingness and had to be constantly jogged on by Ali Dhost; he (Ali Dhost) told me himself that all he

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

had, at present, was the clue given by the informer and that he must go back the next day to work it out, he asked me to telegraph at once, after some communication he had with Narrainsawmy Naidoo, to the Commissioner of Police at Madras regarding the immediate apprehension of one Andiapen, (who both I and the Police Amin thought was the Andiapen we had so long been looking for,) and to say that he, Ali Dhost, would be down with my warrant for him next day; this I did by the following telegram:

"Joint Magistrate, Vellore. "To Commissioner of Police, Madras.

"Please send Mooneaswamy Darogah to take up Andiapah Moodely living in Poodoo-pauk; Constable Ali Dhost brings down warrant by to-morrow morning's train.

"A. W. SULLIVAN,

"Joint Magistrate."

"May, 13th 1859."

44. Ali Dhost, when taking leave of me on the evening of the 13th May, intending to start by the early up train to Madras, told me that he would come back so soon as he had worked out his clue, and, to the best of my recollection, I never saw him from that day to this, except, once in October, as a witness before the Grand Jury.

45. I had no reason then to distrust the Police Amin, and I considered the case to be in the best of hands; I well knew also the unfairness of taking a case out of one man's hands without cause, and placing it in another's to be picked to pieces at leisure.

46. The following semi-official, addressed by me to Colonel Boulderson, regarding the assistance of his people, will show what feelings were actuating me in the case at that very time:

"MY DEAR BOULDERSON,

"Thanks for your note of the 15th May; I am afraid we are not likely to recover

"much money in this Railway case at Madras; the information given me by your men exactly corresponds with information I have been scraping together since the outrage, and though it was such that in the

"Mofussil I should have acted upon it at once I had hitherto been

"unable to reduce the information into a proper shape for a Madras warrant. I have the

"highest authority for the employment of secret service money in the tracing of this case, so

"let me know from time to time your expenses and they shall be duly liquidated. I have

"desired Darogah Mooneaswamy and the Taliari who accompanied him to return to Madras,

"as they will be of more use working at the case in Madras than here; please keep them

"at it. I have quite come to the conclusion that 23,000 Rupees was the actual sum carried

"away on the night of the Gang robbery and that the 23,000 Rupees was made away with

"by the Cash-keeper and his associates in the week immediately preceding and that the

"best part of it found its way to Madras, but it's "hard lines" to get at and identify money.

"I have given the Darogah the five (5) Rupees you advanced back, it was not required as

"my man had 25 Rupees which he has not expended, your constable appears to have applied for it under the impression my man had only got 15 Rupees, which was the sum I first

"ordered to be given to him; many thanks for all the trouble your people have been taking.

"In haste, your's sincerely,

"A. W. SULLIVAN,

"Joint Magistrate."

"VELLORE, May 16th, 4 P. M."

47. A very few days previous to this, the following correspondence passed between the Private Secretary to His Excellency the Governor and myself, on the subject of the Railway robbery:—

"GOVERNMENT HOUSE, 10th May 1859.

"MY DEAR SULLIVAN,

"The Governor has learnt that the real delinquents in the 50,000 Rupees Railway robbery have not been brought to justice, and that the tools alone have been punished.

"Looking at the magnitude of the affair and the intimate financial connection between Government and the Railway, he is much disappointed at this result. He desires me to

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

"request that you will spare no pains in the further investigation of the matter, which cannot be allowed to rest as it is, and that you will furnish him with a full report of the measures you have already taken in the case.

" Believe me, &c.,

" D. F. CARMICHAEL,
" Private Secretary."

" A. W. SULLIVAN, Esq., Joint Magistrate Vellore."

To this I replied as follows:

" MY DEAR CARMICHAEL,

Vide page 87, Private letter book for 1859.

" I received late last evening your letter of yesterday's date, written by order of His Excellency the Governor and having reference to the Gang robbery of 50,000 Rupees and odd, at the Vellore Railway Station Workshops on the 13th* March last.

" I must mention in the first instance that my connection with that case is that of a volunteer, the Vellore Railway Station not being in the Sub-Division, but four miles North of the Palaar in the Trivellum Taluq and in the Head Assistant Magistrate's charge; my division is all south of the Palaar; I mention this not with a view to evade a self imposed responsibility as regards the tracing out of the case, but because I wish His Excellency to be informed that the offence occurred in limits over the Police management of which I had no jurisdiction.

" Being the nearest Magistrate and looking to the magnitude of the outrage, I proceeded of course at once to the spot, remained there two or three days and took primary cognizance of the case, reporting on it to my immediate superior and to the Officer in whose particular jurisdiction it had occurred.

" I am rather partial to Police work, having given it my attention when at Home, and this case appearing to me likely to prove a rather intricate and interesting one, I volunteered to take it in hand, Mr. Elliott being at the time engaged in settling compensation for Railway lands in the Cavetnugger Zemindary, his establishment being very limited and his Police experience comparatively small.

" The information His Excellency has received that the real delinquents in the case have not been brought to justice and that the tools alone have been punished, is, to a certain extent though not entirely, correct, as though tools of an inferior description certainly, they were without a doubt present at the outrage as outsiders and received their small shares of the plunder, portions of which they have since disgorged, and five out of the seven I committed to the upper Courts have received fourteen years with lashes and have been fined Rupees 40,000, the latter of course is a simple farce.

" I beg to assure His Excellency that so far from thinking the matter at rest, I only now feel that I have got the narrow end of the wedge in, and am actively engaged in working the case out, you know what a wretched affair our present Police is both as to competence, integrity and pay, and I am constantly made sensible of it in this case; however, I am already, I think, on the track of a higher grade of offenders in the case and though I cannot of course pledge myself, I can truly say I have reason to hope yet to bring some of such a class to punishment and to recover yet more of the plunder.

" His Excellency will be well aware of the difficulties in tracing such a case as this, in the absence of all witnesses and in the plunder having been exclusively money; my only chances therefore are information, crimination or confession, the former is not easily procurable in the entire absence of secret service money, the second is of no use before the upper Courts unless backed by other evidence and the latter I am not allowed to encourage as a Magistrate, rather the reverse, and very properly so; though as the Magistrate working out the case, my detective information may place it beyond a doubt in my own mind that money found with individuals in amounts and under circumstances entirely

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

" unsuited to their known social position forms portion of the stolen property, still this would break down before the upper Courts, several sums in this way have in this case passed through my hands, though to no considerable amount in the aggregate.

" Immediately on my arrival on the spot on the Monday morning
* Should be 14th. " the 13th* March, I inspected the whole of the premises and certainly my own conviction was that a more glaring case of tempting Providence, if I may be allowed the expression, I never came across, and I have no hesitation in saying the conduct of all the Railway Officials concerned in placing such a sum in such a locality and so guarded amounted to criminal neglect of the interests of their employers, the building itself is one in which I should have certainly hesitated to leave Rupees 500 of my own in such boxes and under such a guard as were in charge of this large sum; I was dissatisfied with the evidence I then and there recorded of the Superintendent of the Workshops, Mr. Irvine, and with that of a Mr. Elsworthy attached to the Carriage Department of the Madras Railway Company both Europeans, and residing close to the scene of the outrage, their evidence in some particulars is conflicting and they both stated facts, strongly reflecting on their personal courage as Englishmen, and on their want of that amount of ordinary activity and interest on behalf of their employers, to which they were most unquestionably entitled under the circumstances. With much difficulty I obtained a clue to the case, and got hold of a man who was undoubtedly concerned in the outrage but who had quarrelled with his associates over the spoil, he turned informer and his information has already led to the conviction of those punished and to the recovery of the Rupees 1,700 hitherto refunded; he is still in charge of my detectives, who are actively employed to get hold of the higher class of offenders in the outrage; the informer has not yet been recommended for pardon so that his interests are to unravel the case so far as my detective information leads me to believe and it is supported by the statement of the prisoners hitherto apprehended; I am convinced that the gang consisted of some 30 to 35 men and that the actual sum carried away by them was about Rupees 23,000 and not Rupees 52,000: the rest had been made away with during the week immediately preceding the robbery; there is one link in the chain wanting to establish this point and that is the apprehension of a man named *Andiapen* who was the confidential Peon of the Cash-keeper and who has absconded and hitherto I have been unable to get any true information as to his whereabouts; the robbery was doubtless got up as a blind to the previous pecculations: for obvious reasons I cannot now divulge detective information which I have received though in a crude form, leading me to suppose that the clue may eventually be followed to the implication of a high grade of Railway officials.

" In conclusion I can only say that I have spared no pains or exertion hitherto about the case, that I feel far too much interested in tracing it out to suppose for a moment that what has already been done sets the matter at rest, and that I shall persevere with it and that I confess with sanguine hopes of success as to results.

" I only wish I had better tools to work with for it's oftentimes very disheartening work; if His Excellency would like to see me about the case I could communicate more in conversation than I well can in writing, and shall be happy to run down for the purpose. Immediate attention is, I feel convinced, required to the cash system on the Works throughout, the great difficulty in this case has been to prove that there was any money and what sum at the time of the robbery: we have only now the Cashkeeper's *'ipse dixit'*.

" Yours, &c.,

" A. W. SULLIVAN."

" VELLORE, May 11th, 1859."

" GOVERNMENT HOUSE, 12th May 1859.

" MY DEAR SULLIVAN,

" The Governor desires me to say that he is much interested and pleased with your report on the late Railway robbery; and he is glad to learn that you have strong hopes of laying your hand on the real delinquents yet.

Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.

"2. You say you have no secret Service money to spend. Sir Charles desires me to say that you have his sanction to lay out whatever sum is necessary.

"I remain, &c.,

"D. F. CARMICHAEL,
"Private Secretary."

"A. W. SULLIVAN, Esq., Joint Magistrate."

"P. S.—The Governor has directed me to send your letter labelled 'Private and confidential' to Captain Johnston for his perusal.

"D. F. C."

48. Now, I submit, the above correspondence shows the deep interest I took in the matter at that time and to suppose that, with the knowledge of Sir Charles Trevelyan's keen eye being on the case, I could pen such a letter as mine to his Private Secretary of the 11th May, and, the very next week, play fast and loose with the case, is to suppose a state of official and moral turpitude from which, I again respectfully submit, a period of some sixteen years of honorable and faithful service ought to be my protection.

8.—Regarding the taking up of the Railway Robbery by me, when out of my jurisdiction. 49. My attention has been called to the fact that the place where the Railway robbery occurred, viz., Kútibády in the Trivellum Taluq, was under the jurisdiction of the Head Assistant Magistrate and that, such being the case, explanation appears called for as to why I, as Joint Magistrate, took up the case and employed the Police Amin of Vellore for its investigation.

50. On the morning of the robbery I was called up before daylight by Mr. Paton, the Resident Railway Engineer, and informed by him of what had occurred; my house is a good five miles from the station and about two miles from Mr. Paton's; my house and the Station, as regards his house, being in diametrically opposite directions; I dressed as quickly as possible and proceeded with Mr. Paton in his conveyance to the Station.

51. Mr. Paton, I presume, called me up as being the nearest Magistrate, and I submit very properly so, besides which he was aware that, by the Orders of Government, I had a Police charge on that part of the line to the extent of taking recognizance of all offences against the Railway Act.

52. As I was passing the town of Vellore en route to the Station, I sent off one of my deboys to direct the Police Amin to come out at once to me at the Station with a body of Peons, as I hoped that, by sending them out in different directions, we might get on the track of some of the robbers.

53. The Police Amin arrived at the station not very long after us, and with us went over the premises; having known him for years as one of the best detectives in the District, I desired him to take all the preliminary measures in the case, not having then the slightest intention of going beyond that.

54. I remained at the station all the day of the 14th and 15th, taking depositions from parties about the premises, Mr. Paton, the Cash-keeper, his Peons, &c. On the former date I addressed a letter to the Chief Secretary to Government:

"NORTH ARCOT, JOINT MAGISTRATE'S
"OFFICE, ON CIRCUIT, KATRADY,
"14th March 1859.

"No. 41.

"From A. W. SULLIVAN, Esq., Joint Magistrate of North Arcot.

"To T. PYCROFT, Esq., Chief Secretary to the Government of Fort Saint George.

"Sir,

"I have the honor to state for the information of the Right Honorable the Governor in Council that I was this morning at about 5 o'clock, A. M., aroused by Mr. Paton, the Resident Railway Engineer of the 2nd District, who informed me that, at about 3 A. M., the Railway Workshop office at the Vellore Railway Station had been attacked and broken

Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.

"into by a gang of robbers, about a hundred strong, who had succeeded in breaking open two iron Cash chests and an iron strapped wooden box containing in all Rupees 50,935-7-4 the property of the Madras Railway Company, the whole of which amount they had carried off.

"2. I immediately proceeded with Mr. Paton to the scene of the robbery (about 5 miles from Vellore) in the Talook of Trivellum, North of the Palaar, which is in the Acting Head Assistant Magistrate's jurisdiction, I inspected the premises and have all day been engaged at the station in the preliminary enquiries and in taking such measures as appeared urgently called for in tracing out the perpetrators of this daring outrage.

"3. The place where this large sum was lodged is insecure in the extreme, the cast iron boxes having been about as useful as if they had been made of glass and the guard wholly insufficient, consisting of three Peons and a Lascar or two, who, in common with the whole of the Railway servants, on and in the immediate vicinity of the premises, appear not to have afforded even a show of resistance, and, from all the features of the case, so far as my enquiries have yet conducted me, I am disposed to think that the whole transaction must have been concocted and carried out principally by persons directly connected with the Railway.

"4. Looking to the very large amount robbed, I have thought it right to communicate the circumstance direct to Government.

"I have, &c.,

"A. W. SULLIVAN."

55. On the same date, I addressed a letter No. 42, to the Magistrate of North Arcot, the 1st paragraph of which is in substance the same as paragraph 1 of the above letter to the Chief Secretary, the 2nd and 3rd paragraphs run as follows:—

"2. I immediately proceeded with Mr. Paton to the spot and inspected the premises and have been at the Station all day conducting the necessary preliminary enquiries, no resistance whatever appears to have been made by the Railway servants on and in the immediate vicinity of the workshop, only one man, on another part of the premises, having received a wound from a stone, and I am inclined to think, so far as my enquiries have as yet gone, that the whole transaction must have been concocted and carried out principally by persons connected with the Railway.

"3. Looking to the large amount robbed, I have thought it right to communicate the circumstance direct to Government and have also written to the Acting Head Assistant Magistrate, in whose jurisdiction the offence was perpetrated, requesting him to join me here and assist in the prosecution of the enquiry.

"I have, &c.,

"A. W. SULLIVAN,

"Joint Magistrate."

"To C. WITTINGHAM, Esq., Magistrate of North Arcot."

56. In an Official Tamil memorandum of the 15th idem, No. 29, the Magistrate of North Arcot acknowledges receipt of my letter and intimates having issued proclamations offering rewards for the apprehension of the offenders, and Circular orders on the subject to the Heads of Police, he enclosed copies of the same for my perusal and directed me, if I thought the sums offered* insufficient, to inform him what

* 100 Rs. for the Sirdar.

25 " for each of the gang, on conviction.

I considered ought to be offered with the grounds of my opinion, with a view to his applying for the sanction of the Faujdari Adalat; he also requested me to inform him if it became clearly apparent that the Railway people were concerned.

57. On the same day (15th), the Magistrate addressed an Official memorandum, No. 22, to Mr. Elliott, the Acting Head Assistant Magistrate, forwarding him copies of the above proclamations, &c., and desiring him to work in concert with me in the tracing out of the case.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

58. On the 16th March, I addressed a Tamil Official memorandum, No. 26, in reply to the Magistrate's of the 15th idem, No. 29, in which I intimated that the Railway Company had authorized me to offer a reward of ten per cent. on all sums recovered, and that in my opinion Rupees 500 ought to be offered by the Government for the Sirdar of the gang, and Rupees 100 for each of the gang brought to conviction; these rates were eventually sanctioned by the Faujdari Adalat.

59. On going out again to the station on the morning of the 16th I learnt that the Acting Head Assistant Magistrate, Mr. Elliott, was to be there in the course of the day, I therefore returned to Vellore and wrote him the following note:—

"VELLORE, March 16th.

"MY DEAR ELLIOTT,

Vide page 37, Private letter book for 1859.

"I was at the Station the whole of yesterday and the day before, making exertions for tracing that case of robbery at the Station and hoped you would have turned up: I was there again this morning, the Head of Police informed me that you would arrive in the course of the day: before doing any thing I wish you would come in and see me that we may talk the matter over: I think I have put matters in good train; I can give you a tent to sleep in and a hearty welcome.

"Yours, &c.,

"A. W. SULLIVAN."

To this Mr. Elliot, replied as follows:—

"RAILWAY STATION, VELLORE,
16th March 1859.

"MY DEAR SULLIVAN,

"Your letter has just reached me after I had despatched a messenger to you, I wish I could have seen you to-day as I could better have told you how I am placed with reference to the examination of this case; your Yadahst reached me yesterday at 1/2 past 12, which was the first I had heard of the business, as it was too late to go by the morning train I delayed coming till now. However, I have my doubts whether I am not exceeding my authority in acting at all in the matter as I have Whit's "(Whittingham's)" written order that I am to examine into no gang or highway robbery cases or even pass an order regarding them except they occur in the immediate vicinity of my station.

"As you have begun an examination I see little use in two people carrying it on and will gladly accede to your conducting the whole trial and will gladly lend any assistance you may require of me. Very many thanks for your kind offer of a tent, which I will avail myself of with much pleasure if you still think there is any necessity for my proceeding further in the matter. Let me know what you think before the evening train starts, which I intend going by, if possible; this is a frightfully hot hole, and I shall be glad to get out of it. Forbes came up with me in the hopes of seeing you, we would have gone into Vellore to see you had it been possible.

"In haste, your's &c.,

"E. F. ELLIOT."

To this I replied as follows:—

"VELLORE, March 16th, 1859, 2-50, P. M.

"MY DEAR ELLIOTT,

"Your note has just come to hand, so as the train goes out at 3 P. M., there is no chance of this being in time so come in in the cool of the evening

Vide page 38, Private letter book for 1859.

"and if Forbes does not mind a shake down with you I can take care of you both; I have gone so far into the case now that perhaps it's better that I should carry it out; but what

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

"I wish you to do is to impress upon the Head of Police of Trivellum that he is to remain about the place and give me assistance in every possible way;

"I have great hopes

"of tracing this case and recovering a good whack of the property. I would send out for you but my cattle this last ten days have been worked off their legs. I suppose you will not mind dining at Mess with me to night as there is a feed to the 48th Officers.

"Your's &c.,

"A. W. SULLIVAN."

"P. S.—Burghall or Syed Homed will give you a transit in and out."

60. I now considered myself fairly launched on the enquiry into the case, and that the Magistrate of the District considered me in charge of it may be gathered from the fact of his addressing me a Tamil Official Memorandum of the 21st March 1859, No. 30, in which he requests me to issue instructions to the Head of Police of the Trivellum Talook regarding an enquiry of his, as to whether he was to remain on the case with me or proceed to conduct the duties of his Jemmabundy.

9.—Regarding my employment of the Police Amin, Narrainswamy Naidoo, in the conduct of the case.

61. As regards the employment on this case of the Police Amin, Narrainswamy Naidoo, I have already stated that I sent for

him when en route to the Station, in the first instance; I have also stated my long knowledge of his ability as a detective; the case was one of no ordinary magnitude and I felt fully justified in employing him on the case and hoped for the very best results by doing so.

62. I may mention here that the employment of such an Officer under such circumstances is by no means unprecedented; I remember perfectly well, I think it was in 1849, Mr. Bourdillon, the then Magistrate of the district, employing a Tahsildar, Lutchmiah Nursapah, in tracing out those concerned in a gang robbery to a large amount perpetrated in the house of Tremul Row, the then Tahsildar of Arcot, and with the most satisfactory results.

10.—On the appointment of Narrainswamy Naidoo, an illiterate man, to the post of Peshcar and subsequently Police Amin.

63. Exception has been taken to the appointment by me, first on the 24th December 1857 to be a Peshcar, of Narrainswamy

Naidoo, and afterwards on the 24th February 1858 to be Police Amin of Vellore; he, the said Narrainswamy Naidoo, being unable either to read or write, on which Mr. Hall has remarked that it appears unusual to promote such a man, he having commenced service as a Peon, beyond the grade of Cutwal, but he admits that there may be exceptional cases in which such a course might be followed, and I think I shall be able to satisfy him and the Government that Narrainswamy Naidoo's was such an exceptional case.

64. In the first place, whoever has stated that Narrainswamy Naidoo can neither read nor write has stated what is not altogether true; he is certainly not proficient, but he has more than once read confidential Telooogoo Police reports to me himself, and I have received similar reports from him in his own hand writing which were perfectly intelligible, he knows enough to enable him to conduct the duties of a Police office.

65. He was so short a time Peshcar that I had not much opportunity of judging of his qualifications for that office, to which I appointed him at his own request, and, as will be seen by a reference to his service roll, after he had been nearly nine years a Cutwal; this promotion only gave him two (2) Rupees increase of pay.

66. A short time afterwards, the appointment of Police Amin falling vacant, I conferred it on Narrainswamy Naidoo unsolicited, for reasons which I shall state presently, and I can only say that a more efficient Police Amin I never had under me; in every branch of the administration of his office he elicited my approbation, and, at a time when every Police Officer of the district was receiving censure from the upper Courts for delays and blunders in the disposal of cases before them, Narrainswamy Naidoo's monthly accounts were pronounced "not to call for any remark," and, if I remember right, he was more than once praised; this is all matter of record.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

67. Notwithstanding all my endeavours to the contrary, until Narrainswamy Naidoo was appointed Police Amin, there was always a balance on the file of the Town Police Office of some 30 to 40 cases, immediately on his taking charge he worked up all the cases in arrears, and, to the time of his being removed, kept his file almost invariably clear, in fact, he gave evidence of administrative qualities of a high degree, which did not however surprise me, but at the same time satisfied me that I had made a happy choice.

68. I may mention that I never knew Narrainswamy as a Peon; when I came to North Arcot in February 1847, he was a Mochtasar, and was specially appointed Cutwal of Vellore by Mr. Bourdillon, on a remodelling of the Vellore Town Police in 1848-49 made on a report of mine, I being the first European Civil Magistrate ever resident at Vellore; without in the least intending to boast, I would observe that a reference to the state of crime in Vellore for the ten years immediately preceding and immediately following 1847, shows a remarkable decrease; this I ascribe to the admirable handling by Narrainswamy Naidoo of the Town Police when Cutwal, which he held, as already stated, for some nine years without any promotion whatever.

69. The years 1857, and 1858, were pregnant with such events in India as will not be readily forgotten; the Government are well acquainted with the antecedents of Vellore, and doubtless, at the time of the massacres and other horrors being perpetrated in Bengal and for some time subsequent thereto, they watched with no ordinary anxiety a place containing all the elements of discord of the worst sort provided only opportunity offered.

70. As the local Officer in charge, this anxiety was naturally deeply shared by me, and, from the first, I organized a system of secret and detective information both in Vellore and old Arcot, which proved so good and true that I was able to weather the storm without even a panic, and that, at a time, when the Presidency Capital was in a state of chronic alarm, troops under arms day and night, patrols, Volunteer Guards, &c., &c., and even at Vellore itself notwithstanding my assurances that I should be the first to be informed of any real cause for alarm, a since distinguished Officer, then Commanding a Corps at Vellore, appointed places of refuge for the ladies, guards, outposts &c., which zeal, without the sanction of the Brigadier Commanding, led to a dispute which had to be forwarded for settlement to the higher Military authorities.

71. Now, for the details of the organization of this system of information, I employed almost exclusively the late Police Amin of Vellore, Narrainswamy Naidoo, and I considered the way in which he conducted its machinery as giving evidence of no ordinary administrative powers.

72. In fact, I made him Police Amin of Vellore, a Town he had so long well handled as a Police Officer, for his services during the mutinies, and as a public mark of my special approbation of those services.

73. In conclusion, I may mention that, in the Municipal disturbances at Vellore in 1854, Narrainswamy Naidoo's conduct, as Cutwal, throughout the anxious time it lasted, elicited the admiration of the Brigadier Commanding and other Officers who witnessed it, and I consider that, at one stage of the disturbance, when matters were looking very ominous, the boldness with which he acted and with which he personally exposed himself was the means of saving more than one European life, my own among the number, and this is an obligation an Englishman does not easily forget.

11.—On the re-employment by me in the public service of a man named Syed Hussain, formerly dismissed by the Magistrate of North Arcot, and ordered not to be re-employed.

74. This appears the proper place to touch on the re-appointment to the public service by me on the 4th January 1857 of one Syed Hussain, who had been originally discharged by the Magistrate of the district about the end of 1854, re-employed by me in September, and again dismissed by order of the same Magistrate in December 1855, inasmuch as this man, Syed Hussain, has figured prominently in the late trials connected with the Railway robbery, and is now a convict in the Chittoor Jail.

75. About the end of 1855, a warm correspondence of an official nature passed between the then Magistrate of North Arcot, Mr. Whittingham, and myself on the subject of my re-employment, in September 1854, of this Syed Hussain, who had been dismissed by him, late in

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

the previous year, in consequence of some remarks from the upper Courts at Chittoor, on a charge of abuse of authority &c., against the said Syed Hussain which, however, had been dismissed by the Courts for want of proof.

76. This correspondence, if required, I am prepared to place before Mr. Hall, and the Government, if necessary; it ended, however, in my having to dismiss Syed Hussain in December 1855 on the order of the aforesaid Magistrate.

77. Full a year afterwards, finding myself sadly in want of good Peons, all my best having been induced by higher wages to go on the Railway and into the Department of Public Works, I again applied to Mr. Whittingham semi-officially for permission to re-employ Syed Hussain, well knowing him to be one of the best Police detectives in the District; I have not been able to put my hand on a copy of this semi-official, though I know I have it somewhere, but I have Mr. Whittingham's original semi-official reply of the 27th December 1856 which embodies the essentials of mine to him, and runs as follows:—

"December 27th, 1856.

"MY DEAR SULLIVAN,

"My objecting to the re-appointment of the Peon dismissed by me had no reference to your being Head Assistant, I should have made the same objection had you been Joint Magistrate and I feel assured that both the Board "(of Revenue)" and the Faujdari if the matter had been brought to their notice would have been of opinion that it was objectionable for any subordinate to re-appoint a man dismissed by the Magistrate for misconduct brought to his notice by the Sessions Judge, without a reference to the Magistrate. I think, however, the man's punishment has been sufficient to ensure his behaving better in future, and that there is therefore no objection to your re-appointing him.

"I am, &c.,

"CHARLES WHITTINGHAM."

N. B.—Franked "on the public service only."

78. A word may seem called for regarding his (Syed Hussain's) rapid promotion, it must be remembered he was a Duffadar of Peons when dismissed in 1854, and an old servant then, I felt him to be quite above the grade of a common Peon, and promoted him, on a vacancy occurring, to the grade in which I had first known him in the Palmanair Talook, a 1st class Peon; his two last promotions were given him for his admirable conduct during the mutinies; he was the person employed by Narrainswamy Naidoo as his right hand man in the organizing of the system of secret and detective information to which I have alluded in paragraph 70 of this explanation; his information regarding the Mussulman feeling in Vellore and Arcot, the latter especially, I found invaluable and true in every instance, and, at the time of the disaffection of the 8th Madras Cavalry, I was enabled, through my well founded reliance on his information, to calm a well nigh exploding panic amongst the residents of both Vellore and Ranipett which might otherwise have assumed a serious and prejudicial form.

III.

LOANS.

12.—From Comaraswamy Chetty of Vellore (deceased) of 4,000 Rupees contracted in June 1852 and paid off in full in August 1856.

79. Mootoomániki Chetty, son of Comaraswamy Chetty, a merchant of Vellore, has represented before Mr. Hall that his father lent me a sum of 4,000 Rupees about eight years ago, which sum, with interest in full, has

been repaid; the last instalment having been settled at my house at Vellore a few years ago, on which occasion my bonds were restored to me.

80. The above statement is true; I borrowed this sum to enable me to build my office at Vellore, (I was then drawing extra tent allowance all the year round); that office cost me 2,780 Rupees and the rest I devoted to some emergent alterations, repairs, &c. of my residence, which the landlord was quite unable to meet in the lump, and which are, up to date being repaid to me at the rate of 15 Rupees per mensem, and that free from interest.

81. The loan was truly raised in June 1852, and finally closed in August 1856, I paid for the accommodation 1,200 Rupees interest and the loan was covered by an insurance on my life for

*Proceedings of the Madras Government, Judicial Department,
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*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

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81. The loan was truly raised in June 1852, and finally closed in August 1856, I paid for the accommodation 1,200 Rupees interest and the loan was covered by an insurance on my life for

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

the full amount in the Madras Equitable Assurance Society, No. 1 of 1,466 dated 2nd April 1852, on which I paid close on 500 Rupees premium.

82. Some considerable delay occurred in the closing of this loan owing to the death of Comaraswamy Chetty, who was a wealthy Soucar of Vellore, in whose name the Policy of Insurance was endorsed in the books of Messrs. Arbuthnot & Co., the Secretaries and Treasurers, to whom I wrote requesting them to inform me how I was to get the Policy endorsed back to me in the absence of Comaraswamy Chetty (deceased); they informed me that it could only be done by his heir adopting the course laid down in Act XX of 1841, (Section 7.)

83. For a long time I endeavoured to persuade this very Mootoomaniki Chetty to adopt so reasonable a course, but he could not come to some necessary understanding with his co-heirs and relatives, and sooner than continue an useless policy I discontinued its protection and subsequently paid off the loan, having already paid for its protection, as above stated, some 500 Rupees. The Policy was a *life* one, so that, with the 1,200 Rupees interest, the whole transaction was not a profitable one.

84. I cannot refrain from noticing here that this is a transaction of some eight years standing, and which was *finally* adjusted 3½ years ago; Mootoomaniki Chetty could therefore have no object whatever in *volunteering* this information before Mr. Hall, indeed I know for *certain* that he never would; Mr. Hall, of course, was obliged to notice all that came before him; I leave the inference as to the agency, which brought *such* information as *this* forward, for the consideration of Government.

85. I negotiated this loan myself with Comaraswamy Chetty who was a professed money lender, and through the intervention of no third party, whether subordinate or otherwise.

13.—*First loans from Sheshigiri Row aggregating 6,000 Rupees raised between June and August 1853.* 86. As to the point having reference to certain sums of money borrowed by me between the months of June and August 1853, aggregating 6,000 Rupees from Akanoor Sheshigiri Row, through the intervention of Narrainswamy Naidoo, then Cutwal, and since late Police Amin, of Vellore, which money would appear to have come from one Durmapoory Ram Row, who was then holding a situation of Gomastah in the Cauverypauk Taluq on a salary of Rupees 9-8 a month, Mr. Hall has remarked that it seems doubtful whether or not I knew from what source this money actually came or whether I believed that Sheshigiri Row was the lender.

87. To the best of my recollection, it was about the end of May or beginning of June 1853, that Mr. Morrison, the then Abkary Contractor of North Arcot, paid me a visit at my office at Vellore on business; we had a long conversation, and, amongst other subjects, the supply of sleepers to the Railway upon which I was just about to enter, was discussed; knowing that the Abkary renter was in the habit of paying in a large amount of his Kist in Bank Notes, I asked him whether he had any Agent at Vellore or in the vicinity who could give me money for Bank Notes, as, on my operations extending, I should need to change Notes largely, or else be obliged to have large amounts of cash about my premises, to which I objected.

88. Mr. Morrison told me that he should be most happy to meet my wishes, he said he was seldom in the district himself, being generally at Madras or on the Shevaroyas, that he had no Agent of any consequence at Vellore, but that his Manager Akanoor Sheshigiri Row at Wallajahpett would receive instructions to meet my wishes in every way, as he had the management, under Mr. Morrison, of the Abkary collections and money transactions generally.

89. One day shortly after this, Sheshigiri Row was introduced to me by Narrainswamy Naidoo, the then Cutwal of Vellore, in whose hands I had already placed the initiatory proceedings as regarded the supply of sleepers; I had told Narrainswamy of what had passed between Mr. Morrison and myself; Sheshigiri Row appeared also aware of it and expressed his willingness to serve me in any way, with the usual amount of oriental compliments, &c.

90. I was at this time much in want of six thousand (6,000) Rupees, and, being already in my Agents' books, could not well apply to them; in my difficulty, I regret to say, I applied to Narrainswamy Naidoo, and asked him if he could put me in the way of raising the amount, he immediately suggested an application to Sheshigiri Row, which I made; he (Sheshigiri Row)

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

said he would go over to Wallajahpett and send or procure me the money, I forget which; I knew that as Abkary Manager, he was likely to have a large command of money.

91. In the course of the two next months, Sheshigiri Row sent me, through Narrainswamy Naidoo, sums aggregating six thousand (6,000) Rupees, and I have no doubt on the dates and in the instalments stated by him; I can solemnly declare that I had no idea, as regarded these loans, that the money was other than Sheshigiri Row's; my entire transactions concerning them were with him, and neither he nor Narrainswamy Naidoo, ever led me, when they were raised, to suppose that I was answerable to any one but Sheshigiri Row himself.

14.—*Second loan from Sheshigiri Row in April 1855 for 10,000 Rupees.* 92. Again, as to the point having reference to a further sum of ten thousand (10,000) Rupees raised by me, through the

same Agency in April 1855, this money being also that of Durmapoory Ram Row, who has deposed that he visited me at Vellore *before* I obtained this loan, and had a conversation with me about it, Mr. Hall remarks that there is some doubt about this which should be cleared up.

93. The following is what I deposed to, on oath, before the Sessions Court at Chittoor in regard to this loan, when a witness for the prosecution in the case of Regina *vs.* Narrainswamy Naidoo, on the 19th November last.

"Amongst those transactions was a Hoondi on Madras for Rupees 10,000; I was at Madras at the time I received it; I had a heavy call upon me from Messrs. Griffiths and Co.; I had a communication with the prisoner about this Rupees 10,000 before I went to Madras, I told the prisoner that I wanted Rupees 10,000 either in Bank Notes or in a Hoondi on Madras; it was about Easter 1855; I engaged a transit to get down to Madras and gave the prisoner three days leave to go to Wallajahpett to get the Hoondi, he promised to bring me the Hoondi by the day I was to start but he did not come back, I waited till 10 o'clock at night and then started for Madras; I left a cover directed to myself at Madras, to the best of my recollection with my butler, with orders that when the prisoner came back, he was to enclose the Hoondi and post it. The Hoondi came to Madras in that cover accordingly and I endorsed it to Messrs. Arbuthnot and Co., and I got the value; this was all the communication I had with the prisoner before I went to Madras, I should mention he told me he would get the money from Sheshigiri Row at Wallajahpett; I did not authorize the prisoner to stand as my security."

94. Some difficulty occurred in realizing the proceeds of this Hoondi, concerning which correspondence passed between Messrs. Arbuthnot and Co., and myself and a telegram or two; it was at 24 days' sight, dated the 7th April 1855, and was not paid up in full until the 14th May, and, on the following day, Messrs. Arbuthnot and Co. paid up to Messrs. Griffiths and Co., six thousand five hundred (6,500) Rupees in full of all demands against me to date.

95. A few days after this, I should say about a week, Sheshigiri Row and Narrainswamy Naidoo came up to my house at Vellore; I met them at the Railway sleeper yard, I saw some one standing under a tree in the distance, Narrainswamy told me aside that Sheshigiri Row wished to speak to me, and only then told me that the ten thousand (10,000) Rupees I had recently borrowed, as also the previous six thousand (Rupees 6,000) Rupees, was not Sheshigiri Row's money but the property of Durmapoory Ram Row, and that Sheshigiri Row had a request to make about the bond for the last loan of ten thousand (10,000) Rupees.

96. I remember then being furious with the man, feeling the dreadful position into which I had got myself, but it was too late to retract; Sheshigiri Row had in the meanwhile moved towards the man under the tree abovementioned and came up to me with him; I immediately recognized Ram Row; Sheshigiri Row then told me that he (Sheshigiri Row) had ceased to be recognized Ram Row; Sheshigiri Row would no longer have command of money, he requested therefore that I would make out the bond for the ten thousand (10,000) Rupees either in Ram Row's name or in that of his son Beema Row; I told him that he had deceived me and that, as I borrowed the money in the faith that it was his, I would give the bond in no one else's name.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

97. Sheshigiri Row, Ram Row and Narrainasawmy Naidoo then went away saying that they would come to some arrangement about the bond; this was the first *private* interview I ever had with Ram Row and the first occasion on which I became aware that I had become his debtor.

98. About a month after the above occurrences, Sheshigiri Row came out to my tents at Virinjipooram, about 7 miles West of Vellore, I think it must have been about the middle of June 1855, and agreed to receive a bond for the ten thousand (10,000) Rupees in his (Sheshigiri Row's) name which I gave him; I think it was anti-dated to the 14th May, the date on which the last instalment of the Hoondi was realized by Messrs. Arbuthnot and Co.

99. When I contracted this ten thousand (10,000) Rupees loan, there was to the best of my recollection, a balance of three thousand (3,000) Rupees and upwards unadjusted of the old loans of six thousand (6,000) Rupees, which sum, with three thousand (3,000) Rupees of the new loan, was gradually paid off between June 1855 and May 1859; as the bonds, which to the best of my recollection were four in number, were cleared off, they were returned to me by Sheshigiri Row and destroyed in his presence.

100. On the subject of the interest on these loans, there was evidently at the last a dispute between Sheshigiri Row and Ram Row; I remember that the rate of interest fixed on the bonds for the six thousand (6,000) Rupees was 6 per cent. per annum, on the 10,000 Rupees it was twelve (12) per cent; when paying off the last instalment of the principal of the 10,000 Rupees Sheshigiri Row and I had a long discussion on the subject of the settlement of the interest, he volunteered to say that Ram Row's demand were preposterous, particularly as I had paid up so large an amount of the principal in a lump, and said he would settle for a fixed sum which it was agreed at last should be two thousand (2,000) Rupees; this Sheshigiri Row admitted to Mr. Hall, I did not see Ram Row on this occasion but Hanumanth Row, his younger brother, distinctly expressed to me his consent to the arrangement; this occurred the first week in September last just as I was about to leave for Madras, where I had received an acting appointment.

101. These loans from Sheshigiri Row had nothing to do with the Railway transactions, they were private loans; I had no disasters connected with the Railway transactions until the very end of 1855. Although, in my deposition on oath before the Sessions Court of Chittoor in November last it was elicited from me as follows:—

"My connections with the Railway pecuniarily have been very disastrous to me; and in consequence I was obliged to borrow money largely, and the prisoner I employed for the purpose."

It must be remembered that these were answers to so many disjointed questions and that it was not a consecutive statement.

102. The six thousand (6,000) Rupees first borrowed from Sheshigiri Row was at the very opening of my Railway transactions and before I could have sustained any loss; and, in the above deposition on oath, I imply, if I do not distinctly state, that the ten thousand (10,000) Rupees loan was raised to meet a demand of a pressing kind made on me at the time by Messrs. Griffiths and Co.

103. I will not occupy the time of Mr. Hall or of Government by a lengthened and comparative analysis of the evidence of Ram Row and Sheshigiri Row on the subject of these loans; I feel sure that Mr. Hall cannot have failed to observe the discrepancies, not only between their respective statements, but between their individual statements as given before the different authorities by whom they have been examined in the matter from time to time.

104. I cannot think that much importance will attach to the written statement of Hanumanth Row (Ram Row's younger brother) given in on the 29th December 1859, after Mr. Hall's enquiry had been long commenced, in which he says he thinks I was aware it was Ram Row's money from the first.

105. Now this statement, it must be remembered, was given in quite unsolicited, at the eleventh hour, evidently to fill up a gap caused by the discrepancies known to exist between the statements of Sheshigiri Row and Ram Row which had failed, I submit, to establish that I was aware it was Ram Row's money.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

106. It moreover appears to me very remarkable that so important a witness as Hanumanth Row was not brought forward at the time of the trials, one whose attendance was so easily procurable and who it might have been supposed was likely to be able to give information on the points at issue.

107. I cannot either believe that much weight will attach to the supplemental deposition given by Sheshigiri Row before Mr. Hall on the 14th January 1860 in which he of course corroborates Hanumanth Row's statement; it could matter very little to either of them whether I was or was not aware of the money being Ram Row's, and yet Hanumanth Row is at particular pains to make out that I was aware of it from the first, but Sheshigiri Row does not go so far even in his supplemental statement, and it is singular that, throughout the prolonged enquiries at Chittoor and in all the stages of the case, it should never have occurred either to Sheshigiri Row or Ram Row to even mention Hanumanth Row's name.

108. At the same time, it is quite possible that Hanumanth Row may have been present at Wallajahpet during the negotiation of the ten thousand (10,000) Rupees Hoondi transaction, as I had gone down to Madras and my office was closed, and it is probable his brother would wish to consult him, but that I ever deputed him in the matter, on my honor as a gentleman, I declare to be false.

109. Equally false is his statement that I got him over from Chittoor for the purpose of negotiating the ten thousand (10,000) Rupees loan with his elder brother Ram Row and only allowed him to take up his duties in my office on his having done so: the way his statement was put in at the eleventh hour, I have already noticed; now, it was early in 1855, that I wrote to Mr. Whittingham for more hands in my office as Head Assistant Collector and Magistrate, finding I could not keep up my work; he permitted me to name any one I would like to have, I mentioned Hanumanth Row, whom I had transacted business with occasionally when at Chittoor, because I knew he was an able man in both Revenue and Police work, and such men only were useful in my very limited establishment then.

110. I am not quite clear whether this request about Hanumanth Row was a matter of written or verbal communication with Mr. Whittingham, I incline to the idea that it was semi-official; I have however in my correspondence book for 1855, at page 185, copy of a letter dated 17th March 1855, to Mr. Whittingham, from which the following is an extract:

"VELLORE, March 17th, 1855.

"MY DEAR WHITTINGHAM,

"I have an official to day from you reminding me in re the torture cases, some fifteen for one batch! I have replied officially remarking that such cases as these must take their places without prejudice to current business; your new Sheristadar having now, I believe, joined you, perhaps you can ascertain from him whether Darampoory Hanumanth Row can be spared agreeably to a recent request of mine, for indeed I have not hands enough for my Magisterial work."

(N. B.—The rest is irrelevant.)

111. Now, the ten thousand (10,000) Rupees loan was negotiated the first week in April 1855, the above letter is dated the 17th of the preceding month, and in it reference is made to a previous communication to that again, regarding Hanumanth Row, hence his statement that I applied for him at the time of the loan and for its negotiation is rebutted; I was only then Head Assistant and had no authority to keep a man deputed by the Collector to my Office out of it during my good will and pleasure.

112. I declare, on my honor as a gentleman, that I never had any communication with Hanumanth Row on the subject of any of the loans until I signed the ten thousand (10,000) Rupees bond about the middle of June 1855, which bond I gave to Sheshigiri Row in his presence. On a subsequent occasion, at request of his elder brother Ram Row, I gave him a cheque for five hundred (500) Rupees on account of the loan; this was shortly previous to May 1859 and was ostensibly for the preliminary expenses of Ram Row's wedding at Trivellum.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

113. It is true I promoted Hanumanth Row to Head Gomastah of my Office as Sub Collector in February 1857; this was two years after the contracting of the ten thousand (10,000) Rupees loan, and a reference to his service roll will show that the promotion was not out of the way, and I observe that, *since the trials*, both he and his brother Ram Row have received promotion, the latter subsequent to Mr. Hall's nomination to the enquiry, *facts*, I submit, for consideration, as also the promotion to Manager of the District of North Arcot (175 Rupees) of one Poorooshootam Puntloo, a most active Agent in endeavouring to *seek out* cases against me at Vellore and elsewhere.

114. It may be urged that I promoted Ram Row from the lower to the higher grade of Sheristadar when in charge of the district between the 18th of June and 22nd July 1859; I did so to get him out of my jurisdiction, having failed to bring about such an arrangement with Mr. Whittingham in April 1859 when an opportunity then offered, in support of which I can produce, if it would be satisfactory to Mr Hall, a semi-official correspondence which passed between Mr. Whittingham and me on the subject; the reasons for his (Ram Row's) removal to another Taluq are detailed in my taluk to him on the subject.

115. It is useless for me to attempt to defend these loans or the Agency employed, I shall in the course of my explanations on the loans generally, touch on the heavy demands on my purse (vide paras. 121 *et seq.*) which, for the last twelve years have involved and kept me in debt and which I hope may be considered.

116. I must again solemnly repeat that I was not aware I was borrowing from my subordinate, Ram Row, until it was too late; I do not insist upon this, under any impression that it betters my case in respect to my borrowing, which was at any rate, negotiated through one of my subordinates and, had I really been aware that I was actually contracting a debt with Ram Row, I should have no reservation in so stating, but I have no option but to state the facts of the case as they really occurred.

15.—*Loan raised on the 1st February 1857, from one Dowlat Chendú Rám Laláh, Sowcar of Vellore.*

117. With reference to a loan raised by me from Dowlat Chendú Rám Laláh of Vellore, Sowcar, on the 1st February 1857, for five thousand (5,000) Rupees, bearing interest at 12 per cent. per annum, I have only to say, that I negotiated it with Kálu Rám Laláh, a relative of Dowlat Chendú Rám Laláh's, whose money it was; the interest has been paid to the end of November 1859; the principal remains still for adjustment, the loan is partially protected by a Policy of insurance in the Madras Equitable Assurance Society, that is, to the extent of one thousand seven hundred and fifty (1,750) Rupees, the premium on which has been paid to the 30th June 1860.

118. The statement of Kálu Rám Laláh, before Mr. Hall, that I told him I required the money for my Railway transaction is perfectly true and the circumstances under which I was obliged to borrow will be found explained at paragraph 231, under the head of "Railway connection."

16.—*Regarding certain money transaction, between Kálu Rám Laláh, my butler, Keshavaloo Naidoo, one Thatapah Oodian, and one Streenuvasa Pillay from 1857 to 1858.*

119. As regards an account given by the same Kálu Rám Laláh before Mr. Hall of his having on the 26th April 1857, lent the sum of Rupees 145 to my butler Keshavaloo Naidoo, on the security of Narrainswamy Naidoo for the same by deed dated 6th May 1857; of the sale of the said Keshavaloo Naidoo's jewels to the extent of one thousand (1,000) Rupees; of the adjustment thereby of a previous loan of five hundred (500) Rupees to one Thatapah Oodian on a bond dated 14th August 1857, on the security of Narrainswamy Naidoo as per his bond of the 19th October 1857; and the loan of four hundred and seven (407) Rupees to one Streenuvasa Pillay, as per his bond of the 30th March 1858, on the verbal security of the Cutwal Narrainswamy Naidoo, I can only say that, of one and all of these transactions, I am profoundly ignorant, and that Laláh has only stated the truth in saying, as he has in his deposition, that I had no concern in them whatever.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

120. It is possible however, looking to dates, that the matter of the sale of the butler Keshavaloo Naidoo's jewels may have been connected with the refund by him of six thousand (6,000) Rupees and odd noted at paragraph 231 of these explanations under the head of "Railway connection."

121. While on the subject of my loans generally, I have a few words to offer, in conclusion, as to some of the causes which have served to involve me in debt and for which I solicit the favorable consideration of the Government when disposing of my case.

122. To attempt to justify living beyond one's means would be futile, but still there are circumstances which may occur, especially in this country, which almost force the alternative on one, and, the rubicon once crossed, ruinous and compound interest, insurance, &c., soon complete the wreck, as I have but too bitterly experienced already and am likely to continue to feel.

123. In order to expose the causes of my difficulties it is necessary that I should give a short epitome of my life in the service, which I entered in June 1844; in less than ten months, I passed the final examination in two languages and was sent as Assistant Collector to Trichinopoly where I remained about six months; I then accepted an appointment as Acting 2nd Assistant to the Accountant General, on the *written* understanding from the then head of the office that he would do his best to have me confirmed in it, should it eventually fall vacant, which it did, but he failed me at the eleventh hour; I was in that office from September 1845 to January 1847 and, before I had completed two years residence in the country, I obtained the Honorary reward of a thousand pagodas for my proficiency in two languages, my reading for which I had to conduct irrespective of my office duties.

124. On the faith that I should be confirmed in the Accountant General's office, I sold off my tents and property before leaving Trichinopoly at a considerable sacrifice; and, early in 1846, I was married, about eighteen months after entering the service.

125. Early in 1847, I was sent up to act as Head Assistant in North Arcot, I had to set myself up with tents, &c., *again*, on my arrival at Chittoor, the then Acting Collector, Mr. Lovell, urged my going over to reside at Vellore; I had sickness in my family at the time, and, having heard a very bad name of Vellore, I begged Mr. Lovell to let me off if he could, this he considerably did until February 1848 when, in consequence of the frequent representations of the residents at Vellore, he was obliged to order me to reside there.

126. On looking about there for a residence, there was literally only one building available outside the Cantonment which, having been deserted for years, had become the abode of bats and owls, and was quite unsuited for the residence of a family, without a considerable outlay which the landlord was in no condition to make; I had therefore to raise money from my Agents and when instalments, interest and insurance came to be deducted from my small pay of about 500 Rupees a month, I had not much left to live on.

127. At that time Vellore was the thoroughfare from the Presidency to Bangalore, Salem, the Hills and the Western Coast, &c., and there are many who can bear witness, especially after Messrs. Burhgal and Co's. transits began to run, that, from my taking up my quarters at Vellore early in 1848 to the end of 1852, when the transits were changed on to the Arcot and Chittoor road, my house was hardly ever empty; it was in fact the resting house of the place; I say this with no wish to parade hospitality, to me it was a *real*, though very costly, pleasure; I allude to it now with pain.

128. It may be urged that I should have kept such hospitality within my means, but in India, where often the only accommodation for travellers is a small bungalow quite inadequate to the number and wants of travellers passing through, and, as at Vellore situated in a very unhealthy locality, it would be hard to refuse hospitality to *all* and invidious to limit it to a select few.

129. When the route was changed in January 1853, the calls on my purse in the above way of course decreased, but the expenses of the preceding close upon five years had swamped me, my family had increased, and, in December 1853, I was obliged to send home my eldest son, and with that came the necessity of remittances Home; early in 1855 I lost my father and in the course of the year two children, these afflictions directly and indirectly brought their heavy

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

expenses, and, added to some ten years consecutive residence in the Carnatic rendered it imperatively necessary that I should send my wife and family to the Hills during the hot months in 1856, 57 and 58; I had also to send a member of my family home in 1856, and another in 1857.

130. The expenses of an establishment on the Hills, another at Vellore during 1856, 57 and 58, heavy remittances Home, with the pressure of debts incurred previous to 1852, continued to involve me deeper and deeper, and 1855-56 came the two disasters in the Railway transactions on which I have treated *in extenso* in my explanation under the head of "Railway connection" (vide paragraphs 215 @ 233): but for the sums paid up by me from 1856 to 1859, on account of Matharah Naidoo's advances, I should, ere May 1859, have been enabled to clear off Ram Row's debt instead of resorting to the dangerous alternative to which I did, in my extremity, of again raising money through my subordinate Narrainswamy Naidoo, the Police Amin of Vellore.

131. I entered the service at an unfortunate period for promotion, just after the clog caused by the abolition of the Provincial and Circuit Courts, &c.; I was nearly six years standing before I was a confirmed Head Assistant and nearly twelve years before I was confirmed in the next grade; my heaviest expenses having come upon me when I was in the receipt of the least pay; I cannot disclaim, at one time, undue extravagance for which I am bitterly smarting now, but I can say that, for two or three years past, my mode of living has been conducted with a view to the reduction of my liabilities.

132. I may mention, in conclusion, that my being at Vellore, the only Civil Officer, entailed unavoidable expenses of position which I should not have had to incur had I remained at the Sadr station, or at any station other than a Military Cantonment; I pointed out these expenses in my reply No. 77, dated 11th June 1856, to Extract Minutes of Consultation, No. 484 of 12th May 1856, R. D., as follows:—

"Vellore, the Head quarters of the sub-division, is a Military Station having always one Regiment and frequently two in Garrison, with a Brigadier Commanding Local Staff, Chaplain, and details.

"In his position as the Resident Civil Magistrate at that station the Sub Collector has unavoidably more expenses in entertaining &c., than at a more retired station."

IV

DISPOSAL OF THE CIRCAR BHAGAYET TOPES.

17.—Regarding the four gardens stated to have been given by me to one Mooneswamy Naidoo, son of Narrainswamy Naidoo.

- A.—Subdar Ali Bāgh,
- B.—Hussain Razāh Khan Bāgh,
- C.—Badāh Jalug Bāgh,
- D.—Chotah Jalug Bāgh,

In the limits of the Village of Allapooram.

Ditto of Viripakshapooram.

old assessment on these gardens, it is stated, was Rupees 95-14-1, and three of them has together yielded for the last nine years an average rent of Rupees 119-1-9.

134. Connected with three of the above gardens, namely A. B. and C., there are on record two letters Nos. 81 and 91, dated 10th and 13th May 1858 respectively, addressed by me to the Collector of the District and having reference to an appeal made by certain parties, who had also applied for the gardens, against the manner in which I had disposed of them.

135. In both of these letters, I disclaim having made over the above named three gardens to the "Cutwal of Vellore Narrainswamy Naidoo" alleging that one, Mooneswamy Naidoo, was the person to whom I had given possession of them; in paragraph 8 of one of those letters to the Collector, No. 81, dated 10th May 1858, I wrote as follows:—

"For the first two of the gardens, noted in the margin to para. 3, named Subdar Bāgh, and Hussain Razāh Khan Bāgh, which in fact are so intermixed as to be called one, the appellant Himath Singh with five others applied; after careful investigation by the Tahsildar as to the claims and means of all the applicants, he reported as the fittest person. the

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

"man in whose favor, from knowledge of his family, respectability and means I granted the lease."

136. There appears to be an impression that this was a deliberate attempt to mislead the Collector as to the real party who had been placed in occupation of the gardens; I must therefore at once state that, at the time I gave the gardens away on lease, I had no idea that the Mooneswamy, in whose name the lease was made out, was the Police Amin's son.

137. I may however state here, with reference to paras. 63 to 73 of my explanations, that, had Narrainswamy Naidoo applied to me in the most direct way for these gardens, I should have had pleasure in complying with his request as a public mark of my approbation, and I would have made the puttahs out in his son's name without hesitation, if he had requested me so to do, as this is a common practice amongst Natives, particularly amongst public servants, and I conceive there is no harm in it when done openly.

138. I see now, however, reason to believe that he unfortunately, like too many Natives, adopted an underhand and circuitous route to obtain what he might have obtained, with ease, in a direct and honorable way.

139. I think I shall be able to show that the mode in which these topes came to be made over to the Mooneswamy Naidoo, son of Narrainswamy Naidoo, Cutwal of Vellore, was by one of those Cutcherry tricks against which, even the most vigilant European Officer, cannot always guard, and which are as remarkable for their extreme ingenuity as for the certainty with which, in the event of a denouement, the *onus* is made to fall on the head of the Office.

140. The then Tahsildar of the Vellore Talook, Baboo Row, in his Urzee of the 31st October 1857, No. 878, reports on several applications made to me by different parties for permanent leases of the Bhagayet Topes in and about Vellore, either at so much per tree or on payment of the land assessment under the new tope rules.

* Gardens.

Applicants.

A.—Subdar Ali Bāgh.

- 1. Ahmed Beg.
- 2. Mooneswamy Naidoo.
- 3. Himath Singh.
- 4. Ahmed Khāssim.
- 5. Gholām Hussain Khān.

B.—Hussain Razāh Khan Bāgh.

- Nos. 1, 2, 3 & 4 (as above.)
- 1. Mooneswamy Naidoo.
- 2. Ali Navās Khān.
- 3. Permaul Moodelly.
- 4. Tolasachāry.

C.—Badāh Jalug Bāgh.

141. Amongst the topes so reported on are the three marginally* indicated, opposite each of which I have enumerated the several applicants.

142. The Tahsildar, after entering at some length into the subject, ends by recommending distinctly that the topes A B & C be given to Mooneswamy

Naidoo, he does not, even when making the recommendation, mention that he is the son of Narrainswamy Naidoo of Vellore, though this much appears in an earlier part of the Urzee; he makes no mention whatever of the said Narrainswamy Naidoo as being Cutwal of Vellore, which he undoubtedly ought to have done; what was therefore, I ask, to attract my attention, when the Urzee was read out, to such common place names as Narrainswamy Naidoo and Mooneswamy Naidoo, of which there are probably hundreds in Vellore and very many probably standing in the relation of father and son?

143. On this Urzee being read out to me in the usual course of business on the 6th November 1857, I appear, as was my wont, to have written on it, in my own hand writing, the following preliminary order:

"VELLORE, 6th November 1857.

"Order after perusal of the record, and compare these Durkhāsts with others now on hand, also look up all former references connected with these topes."

144. This first Order was for the guidance of the Jawāb Navisse, who would go through the documents, abstract them, and, having done so, they would be brought up to me at a second hearing, and I would have such of them read out as I considered necessary; this was done, and, on the 15th January 1858, in my own hand writing, on the above Urzee I wrote a second and final Order to the following effect:

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

"VELLORE, 15th January 1858.

"Hussain Razah Khan's Garden and Subdar Garden to be given on permanent lease to Mooneaswamy Naidoo at Rupees 76-9-0, with the understanding that no reduction will be made on account of trees falling or dying, he must make them good or stand the loss; the Badah Jalug Garden to be given on permanent lease for Rupees 19-14-6 on the same understanding; Ghoolam Hussain Khan to be sent to the Iluzoor."

143. On this was based my Teloo goo Ta'kid, or Order, to the Vellore Tahsildar of the 16th January 1858, No. 43, which enters at considerable length into the disposal of the several applications made for the topes, passes Orders for the disposal of the topes A, B, and C. according to the Tahsildar's opinion above cited, (paragraph 142,) the ground for which opinion being that he considered Mooneaswamy Naidoo to be a person in a position that would enable him to take care of and improve the topes.

146. Ghoolam Hussain Khan above named had failed, in the Tahsildar's opinion, to establish an ancestral claim to these topes which he had put in, and I agreed in the Tahsildar's rejection of the other applications.

147. Mooneaswamy Naidoo, therefore, got the topes on the recommendation of the Tahsildar; which I should, however, have waived in favor of Ahmed Beg, another applicant, a most respectable descendant of Tippoo's family, but that he died during the enquiry and previous to the Tahsildar's report.

148. Of this I am quite clear, that any connection of Mooneaswamy Naidoo's name with that of Narrainswamy Naidoo, as *Cutwal of Vellore* was not brought to my notice, but, on the contrary, I am now inclined to think it was sedulously kept from me at the time, or it would not have failed to attract my attention.

149. I now come to the ingenious contrivance adopted (if I may be allowed a homely expression) "to kill two birds with one stone" viz., 1st, to screen the subordinates of my office from the blame of having kept from me the information of Mooneaswamy Naidoo being the Cutwal's son, and 2ndly, to secure the topes, in case of dispute hereafter, to the said Mooneaswamy Naidoo to the exclusion of all other Mooneaswamy Naidoo's sons of Narrainswamy Naidoo's.

150. A Subadar of the name of Himath Sing, who held land contiguous to one of the above gardens made over to Mooneaswamy Naidoo, appealed to the Collector of the District against my disposal of one of them (*Sabdar Bagh*;) this appeal petition was forwarded to me with an English endorsement from the Collector for report with proceedings.

151. This report was made to the Collector in an Official Tamil Memorandum, No. 56, dated 30th March 1858.

152. In his appeal petition, Himath Sing stated that I had given the garden in question (*Subdar Ali Bagh*) to "Narrainswamy Naidoo, CUTWAL OF NELLORE.

153. The disposal of the gardens being fresh in my own memory, and being quite clear that I had not given them to Narrainswamy Naidoo the Cutwal, as stated by Himath Sing, I at once told the Jawab Navisse to write a Tamil Yadhast to that effect to the Collector, which was the above mentioned Memorandum, No. 56, of the 30th March 1858; not a word was then breathed to me that the garden had however been given to the Cutwal's son.

154. In drawing up that Tamil Memorandum, at its opening, the substance of the petition of Himath Sing, to the effect that I had given the garden to "Narrainswamy Naidoo Cutwal of Vellore," as is usual in such cases, is abstracted, and, after explaining the disposal of Himath Sing's application to me for the tope; it is stated that it was given, upon the recommendation of the Tahsildar, to Mooneaswamy Naidoo, son of the *aforesaid* Narrainswamy Naidoo "whose name comes in as *Cutwal of Vellore* ONLY at the opening of the Memorandum in abstracting Himath Sing's petition but does not appear, as already stated in paragraphs 142 et seq., as *Cutwal of Vellore* either in the Tahsildar's recommendation or in my Order based on it.

155. It is the introduction of this single word *aforesaid* into the Yadhast which constitutes the trick to which I have alluded; the word *aforesaid* (Mailpady) is almost invariably written in official correspondence, as in this instance, by a symbol, thus: (அ), which would attract no more attention than our abbreviation of the conjunction and (&) or of *et cetera* (&c.), and

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

nothing would be easier than for the Jawab Navisse in reading out the Tamil Memorandum, before signature, quietly to skip the word *aforesaid*.

156. Now, I submit that it is improbable in the extreme, after my having, owing to the introduction of the above mentioned symbol, virtually admitted in writing in my Tamil Memorandum, No. 56, of the 30th March 1858, that I was aware that the gardens had been made over to the Cutwal's son, if not to himself, if I REALLY was AWARE of it, that I should have the impudence to pen my letter to the Collector of the 10th May 1858, No. 81, in which I talk of *one* Mooneaswamy as though entirely unconnected with Narrainswamy Naidoo, and that I should again have the impudence to reiterate the same in para. 3 of my subsequent letter, No. 91 of the 31st idem.

157. To the best of my recollection, I asked the Tahsildar, I think before the disposal of the gardens, who the Mooneaswamy was he had recommended and he mentioned him as being the son of a man, formerly a Resident of Chittoor, who had been a share-holder in the Abkary Contract in former years, and who I knew was well to do in the world.

158. Mr. Hall must, I think, have been struck with the exceedingly lame account this Tahsildar, Baboo Row, was able to give him about the grounds of his recommendation to me of Mooneaswamy Naidoo, his knowledge of who he was, and his age and at the time he made the recommendation.

159. The then Cutwal, Narrainswamy Naidoo, most certainly never once spoke to me about the topes for himself or his son, as he is stated by Baboo Row to have told him, and I was not aware, until after Narrainswamy Naidoo's removal from Vellore in August last, that the gardens were in the name of his son; I had become aware, some months previous, that they were in the name of a relative of his: having frequently seen him, Narrainswamy, going to, coming from and in the tope, which is close to my house, and, having in the course of one of my rambles found him superintending the planting of some orange trees, I asked him what made him so interested in the garden, he said that the man to whom the garden belonged was a connection of his, he made use of the Teloo goo term *Dayddi*, that he had gone to Chittoor and had asked him to look after the garden.

160. I did not give the matter another thought, and, in support of being up to a late period ignorant of the topes being in his son's name, I would refer to para. 2 of my letter to the Inspector of Prisons, dated 15th July 1859, No. 17, quoted under para. 170 of these explanations.

161. There is, however, another point which convinces me that it was a Cutcherry trick throughout, and that not confined to my office only, for, when the Collector of the District confirmed my disposal of the gardens in his official Tamil Memorandum of the 28th June 1858, No. 134, in which he enters at considerable length into the subject, he had before him my official Tamil Memorandum of the 30th March 1858 and my two letters of the 10th and 31st May 1858, Nos. 81 and 91 (indeed he quotes the two former), in which is contained the apparent contradiction which, under the impression that I was aware I had made the gardens over to the Cutwal's son, has been so much dwelt on, and yet, in that final disposal of the appeals, he never notices the contradiction nor does he, except in abstracting from Himath Sing's petition, as I did, mention the name of Narrainswamy Naidoo as "Cutwal of Vellore" neither does he speak of Mooneaswamy Naidoo other than as of an independent individual, without even mentioning his father's name.

162. The real state of the case seems to have been kept as sedulously from him as from me, and the same may be said of the apparent wilful contradiction between my Tamil Yadhast and my subsequent letters.

163. I would observe, in passing, that my dealings in the disposal of these topes were based upon the Proceedings of the Board of Revenue of the 23rd November 1857, No. 4,144, and not, in the first instance, on their Proceedings of the 22nd January 1858, cited by Mr. Hall; for instance, the Order making over the three gardens A B and C to Mooneaswamy Naidoo is dated the 16th January 1858, or anterior to the date of the latter Proceedings.

164. The following extracts from my letter to the Collector of North Arcot of the 10th May 1858, No. 81, will show the general principles upon which I acted in the disposal of the

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

gardens given to Mooneaswamy Naidoo, as also of all the others of which I disposed; and I submit that the tone of the conclusion to paragraph 16 of the letter shows that I was acting in perfect good faith as regards the terms on which I made the gardens over, on the then assessment of the land, to Mooneaswamy Naidoo.

"NORTH ARCOT, SUB COLLECTOR'S OFFICE,
"VELLORE, 10th May 1858.

"No. 81.

"From A. W. SULLIVAN, Esq., Sub Collector,

"To C. WHITTINGHAM, Esq., Collector of North Arcot.

"SIR,

"On

"5. The three gardens under consideration, in common with many others in and near Vellore, were planted, probably, long before this portion of the country was ceded to the Company, and, instead of being, as formerly, compact gardens or topes, from storms, old age and rot, the trees have become scattered and year by year are becoming less productive, added to this, where trees have disappeared, small patches of cultivation have sprung up in the middle of the gardens giving rise to eternal disputes between the cultivators of these small patches and the annual renters of the produce of the trees.

"6. Taking myself a great interest in the planting and rearing of fruit and other useful trees, to which I have devoted much attention during my long residence of ten years in this part of the District, I am very anxious to save these old and, even now in appearance, beautiful gardens from the ruin I see year by year stealing over them and having received several applications for permanent leases of nearly all the old gardens about Vellore, I determined, in accordance with the general spirit of the views and Orders of Government on the subject, to comply with them only in cases where I felt sure there was the inclination and the means to improve them, by planting fresh trees in place of those which had fallen victims to the causes noted in paragraph 5, and otherwise restoring them to their former value and appearance.

"7. Before however granting any of the leases, I took good care, according to the Orders of Government, to ascertain, whether there were any heirs of the original planters, but none such have, as yet, turned up; some claims were set up, but turned out to be entirely fictitious or at any rate incapable of proof and in nine-tenths of the offers that have been made for these gardens, about Vellore especially, by Mussalmen of good family but extreme poverty, the evident and in one instance, actually avowed object was to sell the property immediately for a consideration.

"8. For

"9. It appears necessary to explain, that being unable to obtain information, at the time these gardens were brought under Amāni, of what they had brought into the Izāral renter, I determined to put them up to auction at my office annually; these sales were attended by, usually, a large Mussalman rabble, who bid in the most reckless way and for far more, often, than the produce was worth, the consequence has been that, for the last 9 years, these rents have been always collected with the greatest difficulty and form generally part of the last outstanding balances of the Tāluq, especially in the case of these two gardens.

"10.

"11.

"12. As regards the 2nd point" (whether it would be more advantageous to let them (the gardens) with a tax on the trees or on the land assessment), "I found that, although a

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

"tax of Anna 1-9, if levied on all the standing trees, would yield a trifle more to Government than the land tax, still that, owing to the state of the bulk of the trees, as noted in the preceding paragraph, a great many could not, in fairness, be taxed at all, added to which, a tax on each tree leads to endless discussions and tends to check planting, rather than otherwise, on the part of a renter.

"13.

"14.

"15.

"16. As regards the 1st and 2nd gardens, noted in the margin to paragraph 3, named Subdar and Hussain Razah Khan Bagh, as you will observe by a reference to statement No. 2, the land assessment aggregates Rupees 59-12-8, whereas the average rent for nine years is Rupees 119-1-9 but, with reference to this apparent loss to the State, I would beg to direct your serious attention to the observations contained in paragraphs 5 and 9, especially, of this letter and, as I consider making the keeping of these five old gardens a matter of interest to the renters of far more importance than a few Rupees more or less of annual rent (which as you will see is precarious and likely to become more so), I trust that you will allow the arrangement I have made to stand, as I feel it to be most conducive to the views expressed in paragraph 6 of this letter and, should you not concur with me I beg that the case may be submitted for the special orders of the Board of Revenue, as I believe the arrangements I have made to be consonant with their wishes and the real interests of Government and the property."

165. Mr. Hall has stated that the old assessment of the four gardens, given over by me to Mooneaswamy Naidoo, was Rupees, 95-14-1, now, on a reference to paragraph 144 of this explanation, in which my final written Order of the 15th January 1858, disposing of three of the gardens is quoted, it would appear that I fixed Rupees 76-9 + Rupees 19-14-6 = Rupees 96-7-6 to be paid for those three only, to which add the old rate of assessment on the 4th garden (Chotah Jalug Bagh) or Rupees 8-12 = Rupees 105-3-6.

166. A word seems called for here as to why this 4th garden (D. Chotah Jalug Bagh) was also given to Mooneaswamy Naidoo; the fact of the matter is, as its name indicates, this garden forms a small continuation, at a corner of the Badāh Jalug Bagh, and, from its situation, could not be given to any of the other applicants without giving cause for eternal quarrels as to the right of thoroughfare, &c., from one man's garden to the other, this I satisfied myself of in person; intrinsically this garden is of little value, (Rupees 5-7-0,) but, from its situation, was valuable to Mooneaswamy Naidoo as a dependency of the other gardens made over to him.

167. My attention has been called to my statement in paragraph 6 of my letter to the Collector of North Arcot, under date the 31st May 1858, No. 91, in which I say:

"Since the topes had been made over to Mooneaswamy Naidoo, he has, under my own observation, laid out large sums of money in enclosing and improving the topes in every way and, though I frequently visit them, it being a very agreeable walk, I have never seen any but hired workmen employed."

168. This observation of mine, as would be seen by reading the next paragraph (7), has reference to a statement in an anonymous petition, on which I was then reporting, regarding the employment in the gardens, by the Police Amin of Toties and Taliaris, nor convicts; the improvements and outlay, to which I allude in the above quoted paragraph, did come under my own observation, and I gave the man, in whose name the topes stood, the credit of them, for I had then no reason to suppose otherwise.

169. Stress has been laid on the fact that the gardens in question adjoin the compound of the house in which I lived at Vellore, so that I knew perfectly well what was going on and must frequently have seen the Police Amin there; I submit that this is not a sequitur, UNLESS I frequented the gardens, which I have, however, admitted I did in paragraph 167, but this was only early in the morning or in the evening.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

170. It is quite true that a gang of convicts was employed for some time in raising NOT a wall, but a stone revetment (such as may be seen in any tank) along the side of the nullah forming the north boundary of the Subdar Ali Bāgh; the circumstances under which this revetment was thrown up may be gathered from the following extract from a letter addressed by me to the Inspector of Prisons:—

"VELLORE, 15th July 1859.

"No. 17.

"From A. W. SULLIVAN, Esq., Joint Magistrate of North Arcot, in charge of Convicts, Vellore,

"To J. ROHDE, Esq., Inspector General of Prisons, Ootacamund.
Jail Department.

"SIR,

"I have the honor to acknowledge receipt of your Proceedings of the 4th instant, No. 274, which reached me on Circuit.

"2. The statements of the petitioners, in the copy of the petition enclosed with your Proceedings, are one and all utterly false, but, I can account for the one having reference to the employment of 20 prisoners for some months, in the garden of the Town Police Amin, so styled, which, however, is one of the Government Bhagayot* topes and is only rented to a relative* of the Police Amin's.

"3. This tope is bounded on the north by (when it rains) a very rapid and destructive nullah.

"4. In the course of one of my walks, some two months ago, I observed that the nullah was encroaching on the tope and that already, three or four trees had been sacrificed, I ordered the nullah to be faced with stone and marked out the work myself; it being necessary to back in the stone facing with earth, I desired it to be taken from the tope; the work is now completed."

18.—Regarding the two Circar Bhagayot topes made over by me to Govinda Moodely of Vellore.

* E. Punchatantram Bāgh at Oosoor.
F. Dōst Ali Khān Bāgh at Veeroopākshz-pooram.

171. Mr. Hall remarks on the fact of the two other gardens, noted in the margin,* having been assigned to one Govinda Moodely with an assessment of Rupees 75-4-0; he observes that he was a close friend of Narrainswamy Naidoo's and uncle of my writer Rungaswamy Moodely who states that Govinda Moodely had been in the habit of having exchange transactions with me and had occasionally allowed

dely had been in the habit of having exchange transactions with me and had occasionally allowed balances, even to the extent of Rupees 2,000, to stand against me for several months.

172. As to Govinda Moodely having been a close friend of Narrainswamy Naidoo's, I can only say that it's quite possible but that I know nothing about it; Govinda Moodely himself I very rarely saw; of the fact of his being Rungaswamy Moodely's uncle I was perfectly aware.

173. As regards the exchange transactions to which Rungaswamy Moodely refers, I will first mention that they were, in no one instance that I recollect, direct with Govinda Moodely, though I knew the money to be his.

174. I would then refer to the following passage in my deposition before the Sessions Court at Chittoor, on the 19th November 1859, in which I say:

"I frequently had Notes cashed, and I employed the prisoner chiefly for that purpose; I gave change to any body who came with a Note; the persons to whom I gave Notes without previously receiving money were exclusively the prisoner also the Railway writer and vice versa; these were the only two to whom I entrusted money or Notes."

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

175. In this I distinctly state that the prisoner Narrainswamy Naidoo and Rungaswamy Moodely were exclusively the persons to whom I gave Notes without previously receiving money and vice versa and that they were the only persons to whom I entrusted money or Notes, thereby implying a kind of mutual accommodation.

176. This mutual accommodation is clearly admitted by both Govinda Moodely and Rungaswamy Moodely in their depositions before Mr. Hall.

177. It is quite possible, when absent from Vellore on Jemmabundy or from other causes, as I frequently was, that during such periods there may have been a delay of about two months as I deposed to by Rungaswamy Moodely and to the extent of Rupees 2,000, in squaring accounts, but, the accommodation being mutual, it was never between us a matter of loan or obligation.

178. Now, I submit that my connection with the Railway was one having the sanction of Government, that my exchange transactions formed an essential part of those transactions, that the accommodation given me by Govinda Moodely, and vice versa, was therefore perfectly legitimate under the circumstances, also that it was quite possible, looking to the magnitude of the transactions, that I might have Notes when he had not sufficient ready money by him to change them, and that he should, as an accommodation in return furnish money, on an emergency, when I might not be on the spot to pay him Notes.

179. Having said thus much, I proceed to state why I gave Govinda Moodely the two gardens E. and F. noted in the margin to paragraph 171, and I cannot better do so than by citing my written Order at the time on the Urzee of the Vellore Tahsildar recommending either this Govinda Moodely or Patail Yākob Sahib out of several other applicants.

180. The Order runs as follows on Urzee No. 313, dated 29th March 1858:—

"VELLORE, April 7th, 1858.

"Looking to all the applications for these topes, the Sub Collector thinks he cannot do better than give them on a permanent lease to Govinda Moodely, to whose property they are adjacent, who is the Military Abkaree Contractor and a merchant of high respectability, who has before now received the acknowledgment of Government for his eminent services on the occasion of the Municipal disturbance in Vellore.

"A. W. S."

181. In connection with this, I annex copy of a true Extract from the Minutes of Consultation, under date the 10th March 1854, No. 182.

"No. 182.

"Extract from the Minutes of Consultation, under date the 10th March 1854, * * *
"2. The Right Honorable the Governor in Council has learnt with the highest approval the very honorable part taken on this occasion by C. Govinda Moodely, and he desires that the acknowledgments of Government be conveyed to him for his conduct."

"A true Extract.

"T. PYCROFT,

"Secretary to Government."

182. Repudiating, as I distinctly do, that I felt myself under the slightest personal obligation to Govinda Moodely in regard to the accommodation afforded by him in the Railway transactions, looking to Mr. Hall's admission of his being a man of some substance as Military Contractor and the owner of houses and lands, facts of which I was well cognizant at the time as may be seen by my written Order, (quoted in paragraph 180,) and to his being the man who obtained the above honorable notice of Government, I ask whether I deviated from my duty or the Orders of Government in giving him these gardens; I ask whether he was otherwise than a man of "wealth and standing," and I submit that surely the accommodation afforded by him in transactions sanctioned by Government, could not fairly be urged to his prejudice in the disposal of the topes for which he with many others applied.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

19.—Regarding the Circar Bhagayot tops made over by me to Kálú Rám Láláh.

• G. Hyder Bágh, in Veerapákshapooram.

claims were all duly enquired into and reported on, and that, in his Urzee of the 4th February 1858, No. 108, the Tahsildar of the Taluk distinctly recommends that the tope be granted to him and that on that Urzee, in my own hand writing, I passed the following Order :

“ Order agreeably to the Tahsildar's opinion ; Kálú Rám Láláh being one of the most respectable and wealthy men of Vellore, he will do more justice to the tope than the others whose means are limited.

“ A. W. S.”

184. Of my having borrowed five thousand (5,000) Rupees from Dowlat Chendú Rám Láláh of Vellore, through the medium of this Kálú Rám Láláh, for Railway purposes, I have treated elsewhere in these explanations under the head of “ Railway Connection” paragraphs 221 @ 231.

185. It occurs to observe that, besides being the person recommended by the Tahsildar, Kálú Rám Láláh corresponds with the description of men of “ wealth and standing” contemplated in the Orders of the Board of Revenue dated 23rd January 1858, and it would, I submit, have been hard to allow the fact of my being indebted to his relative to stand in the way of my granting him the tope in the face of the above circumstances.

20.—Regarding two Circar Bhagayot tops made over by me to one Sámácháry, a Blacksmith.

say that the favor I conferred on him was by no means out of the way ; the trees of these two topes are exceedingly scattered and unproductive ; in fact, the produce would hardly, on an average, do more than just cover the land assessment.

187. I have no hesitation in saying that I did show this man some consideration, amongst other applicants, for his good behaviour in the Railway transactions ; although a Blacksmith by caste, he was one of the men I trusted in passing and seeing to the proper dressing of the sleepers when I was absent, and he was one of the persons who brought to my notice the frauds of the writer, Keshavaloo Naidoo, noted in these explanations under the head of “ Railway Connection” paras. 221, et seq.

188. His father is a Government pensioner and he and his brothers are all excellent artisans, in high pay, well to do in the world, and of thorough respectability.

189. I must here again repeat that my transactions with the Railway were undertaken with the sanction of Government, and again repudiate my acts in connection with them being ascribed to motives of a private nature.

21.—Regarding my not having consulted the Sheristadar of my office when disposing of these topes generally.

190. One other point touched on by Mr. Hall, in connection with these gardens, remains to be noticed, which is my not having consulted Tummajee Row, the Sheristadar of my office, in their disposal.

191. I can only say that for some years past Tummajee Row had been next to useless in my office ; he was one continued source of annoyance to me from his stupidity and idleness, the result in a measure, of over-long service.

192. I some years ago recommended his taking his pension ; Mr. Bourdillon and other officers formerly of the District of North Arcot, are well acquainted with the truth of my statement of his inefficiency.

193. At the time that the applications for these topes under the new rules began to come in, Tummajee Row was still engaged in the Jemmabundy of the Sub-division which, in a great measure owing to his want of activity, had been protracted to a very late period.

183. I now come to the garden,* assessed at Rupees 39-3-4 granted by me to Kálú Rám Láláh ; I can only say that he applied to me in common with half a dozen others whose claims were all duly enquired into and reported on, and that, in his Urzee of the 4th February 1858, No. 108, the Tahsildar of the Taluk distinctly recommends that the tope be granted to him and that on that Urzee, in my own hand writing, I passed the following Order :

“ VELLORE, 23rd February 1858.

“ Order agreeably to the Tahsildar's opinion ; Kálú Rám Láláh being one of the most respectable and wealthy men of Vellore, he will do more justice to the tope than the others whose means are limited.

“ A. W. S.”

184. Of my having borrowed five thousand (5,000) Rupees from Dowlat Chendú Rám Láláh of Vellore, through the medium of this Kálú Rám Láláh, for Railway purposes, I have treated elsewhere in these explanations under the head of “ Railway Connection” paragraphs 221 @ 231.

185. It occurs to observe that, besides being the person recommended by the Tahsildar, Kálú Rám Láláh corresponds with the description of men of “ wealth and standing” contemplated in the Orders of the Board of Revenue dated 23rd January 1858, and it would, I submit, have been hard to allow the fact of my being indebted to his relative to stand in the way of my granting him the tope in the face of the above circumstances.

20.—Regarding two Circar Bhagayot tops made over by me to one Sámácháry, a Blacksmith.

say that the favor I conferred on him was by no means out of the way ; the trees of these two topes are exceedingly scattered and unproductive ; in fact, the produce would hardly, on an average, do more than just cover the land assessment.

187. I have no hesitation in saying that I did show this man some consideration, amongst other applicants, for his good behaviour in the Railway transactions ; although a Blacksmith by caste, he was one of the men I trusted in passing and seeing to the proper dressing of the sleepers when I was absent, and he was one of the persons who brought to my notice the frauds of the writer, Keshavaloo Naidoo, noted in these explanations under the head of “ Railway Connection” paras. 221, et seq.

188. His father is a Government pensioner and he and his brothers are all excellent artisans, in high pay, well to do in the world, and of thorough respectability.

189. I must here again repeat that my transactions with the Railway were undertaken with the sanction of Government, and again repudiate my acts in connection with them being ascribed to motives of a private nature.

21.—Regarding my not having consulted the Sheristadar of my office when disposing of these topes generally.

190. One other point touched on by Mr. Hall, in connection with these gardens, remains to be noticed, which is my not having consulted Tummajee Row, the Sheristadar of my office, in their disposal.

191. I can only say that for some years past Tummajee Row had been next to useless in my office ; he was one continued source of annoyance to me from his stupidity and idleness, the result in a measure, of over-long service.

192. I some years ago recommended his taking his pension ; Mr. Bourdillon and other officers formerly of the District of North Arcot, are well acquainted with the truth of my statement of his inefficiency.

193. At the time that the applications for these topes under the new rules began to come in, Tummajee Row was still engaged in the Jemmabundy of the Sub-division which, in a great measure owing to his want of activity, had been protracted to a very late period.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

194. No sooner was the Jemmabundy completed than his attention was absorbed with the preparation and scrutiny of the necessary accounts for the annual Report, and hardly were these completed than he had to enter upon the preparation and scrutiny of the accounts &c., for the next Jemmabundy, in fact, I was obliged to take as much ‘miscellaneous’ work as I could from him to enable him to get through the Jemmabundy work in all its phases.

195. It was of importance that these topes should be disposed of before the mango season came round ; I therefore put the papers into the hands of my Revenue Jawáb Navisse, who had been trained in the Office of the Head Sheristadar of the district years ago, and was quite as well qualified to look into the very simple accounts connected with them as Tummajee Row, to whom had they been left, I should probably not have heard of them to this day ; I was, in fact, obliged to take every thing that required despatch out of his hands.

196. In his deposition before Mr. Hall, on the subject of these topes, Tummajee Row has rather over done his pretended ignorance up to a recent period regarding their disposal.

197. Although it is true he was not consulted in the original disposal of them, except in one instance where I had a doubt as to the tenure, at the Jemmabundy of Fusly 1267, when the revision of the assessment was introduced into North Arcot, the whole subject of the application of the revision to these topes was brought before me by Tummajee Row when I was settling the Vellore Taluk, in Camp, at Kónavatam.

198. I considered the terms on which the gardens were given on the old assessment as already so liberal that I rather inclined to oppose their being brought under the revised rates, but Tummajee Row pointed out to me that far greater reductions had been made in both Nunjah and Poonjah Tótakul, or garden lands, and that excluding these gardens from the general revision would be a hardship, would involve a separate set of accounts and create confusion generally ; it ended in my giving into his opinion, as Sheristadar.

199. The whole of the accounts connected with these topes passed through his hands the very same Fusly they were disposed of ; the puttahs passed for scrutiny through his office, and in the same office were prepared the *Tops-Adáyum* accounts for Fusly 1267 which he brought up to me when I was preparing my Jemmabundy report for that Fusly, and on which, at paragraph X under the head of “ Ready money Collections,” I wrote as follows :—

“ A net decrease of 463 Rupees is observable in this Fusly under the head of Tope Adáyum as compared with the result of Fusly 1266. This is mainly owing to some topes having been given out on a permanent lease to persons likely to improve them, the land assessment only being charged, agreeably to the intentions of the Board of Revenue conveyed in their Proceedings of the 23rd November 1857, No. 4,144, and others on the same subject.”

“ (Dated 25th December 1858.) ”

200. Precisely the same routine had to be gone through in Tummajee Row's office for the following Fusly, (1268,) so that his statement of his ignorance as to the disposal of these topes up to a recent period is simply false and is eminently characteristic of a Native Official, albeit of a high grade, who sees his European superior in difficulties.

201. In conclusion, I would observe that, to the best of my recollection, my disposal of the gardens given to Mooneaswamy Naidoo and Govinda Moodely was appealed against to the Board of Revenue and confirmed ; that, besides those to which exception has been taken, I disposed of several other gardens, all on the same principles and in the same manner, and that those to whom I gave the gardens, to which exception has been taken, have one and all denied that they gave any consideration whatever, directly or indirectly, for obtaining the gardens.

V.

RAILWAY CONNECTION.

22.—Regarding first connection with the Madras Railway.

202. In my deposition of the 19th November 1859 given, on oath, before the Sessions Court of Chittoor, in the case of Regina vs. Narrainswamy Naidoo, the following was elicited from me :

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

"In June 1853, I was requested by Mr. Smalley, Agent of the Railway, and Colonel "Pearse Consulting Engineer, as I understood with the sanction of Government, to under-
"take the supply of sleepers because they could get no offers to their tenders; I said I
"would do my best; I had no remuneration whatever for it."

203. This explains my first connection with the Railway; it is quite true that it was never intended that I should either gain or lose by the transactions.

23.—Regarding pecuniary disasters in connection with Railway transactions deposed to by me. 204. In the course however of the same deposition, the following was further elicited from me:

"My connections with the Railway pecuniarily have been very disastrous to me and in consequence I was obliged to borrow money largely."

205. On this point Mr. Hall invites explanation, and I quite feel that it is due to myself to afford it, but I must premise that, in the actual purchase and supply to the Railway of sleepers, I neither gained nor lost; the system I adopted precluded such a possibility.

21.—Price of sleepers, and mode of keeping the accounts. 206. The first 8,330 sleepers, supplied by me, were charged at actual cost of each sleeper, involving an amount of trouble and a mass of accounts for which I found I could not, in future, find time or attention.

207. In communication therefore with the then Agent and Chief Engineer, and to the best of my recollection, at their suggestion, it was arranged that an average should be struck of the cost of each of the several classes of the above 8,330 sleepers and that such should, in future, be the prices at which there were to be charged to the Company.

208. The following were ascertained to be the averages:

1st Class sleepers.....	Rupees 3 1 6
2nd do. do.	" 3 1 6
3rd do. do.	" 2 14 6
4th do. do.	" 2 8 0

209. At the same time, to protect myself from the imputation, as a Government servant, of being a Railway Contractor, I struck an average of what had been paid in the several jungles for the above 8,330 sleepers to the Agent wood cutters, per sleeper, after deducting bullock, cooly, and bandy hire to Vellore, sawing, adzing, &c., which items were paid by me, and this was the fixed price to be paid to them.

210. When these Agents came to settle their accounts, which they did at intervals often of several months, if it so happened that there was a surplus, which was sometimes the case, it was paid to them after deducting any debits there might be against them for rejected timber, that is to say for timber rejected as being of unauthorized quality or dimensions, for which, under the new arrangement, I held them answerable.

211. As the transactions opened up, a slight competition arose amongst the wood-cutters and bandy-men, which enabled me gradually to reduce the price of the sleepers from the rates noted in paragraph 208, to the following:

1st Class sleepers, Rs. 2 14 6 or 3 Annas per sleeper.	
2nd do. do. " 2 12 6 or 5 do. do. do.	
3rd do. do. " 2 10 6 or 4 do. do. do.	
4th do. do. " 2 8 0 no reduction.	

212. I took, from time to time, agreements rather than contract deeds from the Agents which had reference more to the quantity to be delivered within a given time than to the prices to be paid which was settled on the principles noted in paragraphs 209 and 210.

213. I received, from time to time, advances from the Agent and Manager to enable me to carry on these transactions and furnished him, from time to time, with accounts particular representing, in round numbers, outlays of about five hundred (500) Rupees each.

214. When applying for more funds, I used generally to send the Agent an open statement of the account similar to that exhibited in the extract from my letter to his address of the 4th January 1856, quoted in paragraph 215 of this explanation.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

25.—First pecuniary disaster by death of Pygust Agent Matharah Naidoo.

215. The transactions all went on smoothly enough until the very end of 1855, when one Matharah Naidoo, who was the Pygust

Agent charged with all the details of the advances to minor Agents and who had just returned to the jungles with heavy advances, was killed by a must elephant under the circumstances stated in the following extract from a letter addressed by me to the Agent and Manager:

"VELLORE, January 4th, 1856.

"DEAR SIR,

"It is with much regret that I have to inform you that the Pygust Agent (Matharah "Naidoo) employed by me in procuring sleepers for the Madras Railway Company was on "the 17th ultimo killed in the Cooppanatham forests by a wild must elephant."

"2." Immediately on receiving this intelligence, I sent off a confidential person to "take charge of his accounts, cash chest, &c., and I have been waiting to receive his report "before writing to you.

"3. The death of this Agent is a very serious loss, as he was a man of great rectitude "and, for a Native, extraordinary energy and I shall not be able to find a man his equal in "any way, it is to his great exertions that are owing the successful operations hitherto "carried on.

"4. His death, at the moment I was commencing to concentrate those operations, is "particularly unfortunate, and it will now require double caution in closing the accounts, "as he was acquainted not only with all the Sub-Agents but also with most of the Wudder "or wood cutter Maistries and the person whom I have sent will have gradually to make "himself acquainted with them and square their several accounts, in fact commence 'de "novo' and though he reports the late Matharah Naidoo's accounts to be very carefully "kept and says he can carry on with them very well, he urges the necessity of extreme "caution in closing accounts as there is an immense quantity of wood cut in the several "jungles and scattered over an immense tract of jungle and, unless the Wudders are kept "in our pay and thus in a good humour, they will be making away with the timber to other "parties, for which they have received advances.

"5.

"6.

"7.

"8.

"9.

"10. Annexed is an open statement of the account:

"Cash received to date, Rs. 100,000.	Accounts furnished to 19th ultimo, Rs. 84,500 10 11
	Aggregate amount of accounts particular Nos. 170, 171 and 172, (ready for delivery).....
	Value of wood at Vellore ready and being cut.....
	Advances out for bandy hire.....
	Cash in hand.....
	Advances out in the jungles of Chekadi... Rs. 1,250
	Coopanatham..... " 4,000
	Cuddapah..... " 800
	Assampett..... " 1,000
	Cangoondy..... " 500
	Sundry small jungles " 700
	" 8,250 0 0
"Rs. 100,000	" 100,000 0 0

"I remain, &c.,

"A. W. SULLIVAN."

"January 4th, 1860.

"To the Agent and Manager, Madras Railway Company."

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

216. As will be seen by these extracts, I had the highest opinion of this man, Matharah Naidoo, and I confess I hold to that opinion of him still, but it must be remembered that he was a near relative of the then Railway writer Keshavaloo Naidoo, who I then trusted implicitly on the guarantee of his brother of the same name, who had been, for many years, my butler, and to whom I had entrusted the payment of the accounts furnished by his brother.

217. It will be observed that in the above letter to the Agent and Manager I expressed hopes that, notwithstanding Matharah Naidoo's sudden death, I should be able to square his accounts.

218. The person sent to clear up those accounts, I discovered, afterwards, was also a relative of Matharah Naidoo's, and consequently of the then Railway writer and of my butler.

219. Finding, however, after waiting to the middle of 1856, that a very small amount of Matharah Naidoo's advances had been worked up by the above man, I became somewhat suspicious, and deputed, at the instance of Narrainswamy Naidoo, then Cutwal of Vellore, who had all along been my right hand man in the Railway transactions, another man to act as a spy on the other's operations.

220. I may mention, with reference to my employment of Narrainswamy Naidoo and other Government servants on the Railway transactions, that I felt that, as I was myself acting with the sanction of Government, there was no objection to the employment of my subordinates in the details.

26.—Second pecuniary disaster arising out of
frauds committed by Keshavaloo Naidoo, &c.

221. About September 1856, urgent private affairs obliged me to take 2½ months' leave to the Nilgiris, my Railway operations were then in full swing, I had therefore to leave a large sum of money behind me and to keep the supply up from the Agent and Manager.

222. On my return from the Hills at the end of November 1856, when I came to look into the sums expended during my absence, the wood delivered to the Railway and in stock, I became convinced that heavy overcharges had been made; I imparted my suspicions to Narrainswamy Naidoo and he said he would look into the matter.

223. The moment enquiries were set on foot, I began to receive anonymous letters telling me that my butler's brother and the brother himself, from being beggars when they entered my service, were now possessed of some 6 or 7,000 Rupees worth of jewels, and that their women were covered with them from head to foot!

224. These reports were confirmed to me by Narrainswamy Naidoo, who, with one Streenavasa Pillay, had set to work and ascertained that some 11,000 Rupees had been overcharged for bandy hire from the jungles. They stated that the writer and butler had admitted this quietly to them and had promised to refund it, but that they had between them, the writer and butler, so doctored the accounts that it would be next to impossible to prove the fraud criminally against them, and that the best plan would be to get the money back from them quietly, as, on any attempt to prosecute them, they would deny everything and the prosecution would fail.

225. Both the Railway writer and his brother then tried, as did the latter when examined by Mr. Hall, to trace up and run these frauds into Matharah Naidoo's transactions, and to make out that they were not to blame; but Matharah Naidoo died in December 1855 whereas these overcharges were, I firmly believe, perpetrated during 1856, were only discovered in conjunction with the individual noted in paragraph 218.

226. During my absence on the Hills, the individual noted in paragraph 219, died of fever in the jungles, and, from the time of his death, I was unable to get in any more of Matharah Naidoo's advances; it appears that his accounts got into the hands of the other individual, though he denied it, at any rate I never could get hold of them.

227. At the time of his death, of the sum of Rupees 8,250, out in "Advances in the jungles" as entered in the account in the extract from my letter to the Agent and Manager of the

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

4th January 1856, quoted at paragraph 215, Matharah Naidoo was answerable for Rupees 6,950 and for Rupees 915-4-0 of the advances for "bandy hire" of Rupees 2,748-13-1, in all for Rupees 7,865-4-0.

228. Of this amount, in all 1856, I recovered through the individuals noted in paragraphs 218 and 219 in round numbers Rupees 1,675.

229. It would have been unfair for me to have held either the Railway writer, Keshavaloo Naidoo, or his brother, the butler, answerable for Matharah Naidoo's advances, merely because he was a near relative of theirs and I never attempted to do so; they had strict orders however to keep vouchers for all advances to him or others, but when finding I could not recover any more of the advances, I wished to go up to the Railway Company with a statement of the case and came to look into the matter, I found there, were no proper vouchers and that the accounts therewith connected were so confused and had been so tampered with, in connection with the subsequent frauds, that I should be unable to place the matter before the Company in a manner satisfactorily to establish the loss I stood to sustain, and I therefore determined to bear it myself, as I felt I was answerable for not having looked more narrowly into the accounts than I had done.

230. There may have been a mistaken pride in the course I adopted, but I did what I considered to be right at the time, and, between January 1857, and the end of 1858, I made good by monthly instalments from my salary Rupees 6,190-4-0 or the difference between Matharah Naidoo's liabilities Rupees 7,865-4-0 and the Rupees 1,675 recovered (vide paragraph 228.)

231. In paragraph 224, I have stated the circumstance of the Rupees 11,000 overcharged for bandy hire traced by Narrainswamy Naidoo and Streenavasa Pillay; of this sum, in the course of 1857, six thousand (6,000) Rupees were refunded by the brothers Keshavaloo Naidoo, as I understood by the sale of their jewels; but, as I required money to go on with before the refunds were made, I borrowed in February 1857, five thousand (5,000) Rupees from Dowlat Chendú Rám Láláh through the agency of Kálú Rám Láláh.

232. The refunds made by the brothers Keshavaloo were, as I was given to understand at the time, perfectly of their free will and this much the butler admitted in his deposition before Mr. Hall; Narrainswamy Naidoo led me to believe that the remaining five thousand (5,000) Rupees would be gradually refunded by them also, but this has never been realized.

233. I dismissed Keshavaloo Naidoo, the writer, but kept on the butler (a favorite servant) in the hope that he would be able to collect and refund more money and that, through his agency with Matharah Naidoo's people, I might be able to collect some more of his outstanding balances.

234. The same reasons, which induced me not to proceed against the brothers Keshavaloo criminally in the first instance, influenced me afterwards in abstaining from doing so and from bringing the further loss I stood to incur in this respect to the notice of the Railway Company; those reasons are detailed in paragraphs 224 and 229, and I would here mention that, had I not been asked the question as to these disasters on my oath, I should not have spoken to them.

235. It was the payments, during 1857-58, on account of the refund of Matharah Naidoo's balances and the interest and partial insurance on Dowlat Chendú Rám Láláh's loan, for the same period, which prevented me from making any impression on my debt to Sheshigiri Row, so that my disasters on the Railway amounted to Rupees 6,190-4-0 + 5,000 = 11,190-4-0 Rupees interest and insurance paid on Láláh's loan and the interest accumulated on Sheshigiri Row's loan, in abeyance; but, as I have already distinctly stated and explained, the disasters did not, indeed could not, arise out of the actual purchase and supply of the sleepers.

236. I much regret now that I did not, at the time, go up to the Railway Company with the same plain statement I have now made, as, looking to the services, I had rendered them, they would possibly have been prepared then to stand at any rate, Matharah Naidoo's losses which arose out of a cause over which I had no control.

237. As I before stated, a perhaps mistaken pride restrained me, looking to the unsatisfactory state of the accounts which I had foolishly confided to the writer and his brother, and

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

many of which I had, on the same faith, passed for payment; for which mistaken pride, if such it be, I have indeed bitterly suffered.

233. Besides the 7,865 Rupees of the Railway money noted in paragraph 227, Matharah Naidoo had at the time he was killed, 1,500 Rupees of Government money which I advanced him on account of wood for a lattice bridge over the Poinay anicut, which I had been asked by the then District Engineer, Captain Collyer, to procure; of this amount, after Matharah Naidoo's death, I was only able to recover Rupees 573-9-4 and had to make good the balance, Rupees 926-6-8, as may be gathered from the following official correspondence:—

" NORTH ARCOT, SUB COLLECTOR'S OFFICE,
" VELLORE, June 17th, 1857.

" No. 114.

" From A. W. SULLIVAN, Esq., Sub Collector of North Arcot,

" To Lieutenant J. O. MAYNE, District Engineer, North Arcot.

" SIR,

" With reference to your letter of the 10th instant, No. 47, I have the honor to state, that the statement of the Collector's Gomastah is correct as to Rupees (2000) two thousand have been placed at my disposal in the Vellore Taluk for the Poinay anicut works in the year 1855.

" 2. The sum was placed at my disposal for the purchase of timber for a lattice bridge at those works, I drew it almost immediately and gave the bulk of it into the hands of one Matharah Naidoo who

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

" 2. I have had the greatest difficulty in collecting this money for the reasons set forth in my letter to Lieutenant Mayne of the 17th June 1857, No. 114, and have had even now to make up a considerable sum out of my own pocket.

" 3. * * (Irrelevant). *

" I have, &c.,

" A. W. SULLIVAN,

" Sub Collector."

27.—Regarding my butler Keshavaloo Naidoo's claim against me on my private accounts.

239. As regards my butler's statement that I owe him 400 Rupees on my private accounts, I can only say he was my private servant, and, if he thinks he has any claim against me, which I however entirely deny, the local Courts are open to him.

28.—On the relationship of Syed Yakkob, one of my Forest Agents, to Syed Hussain, Mochtasar.

240. That Syed Yakkob, one of the Jungle Agents, was a brother of the Syed Hussain, Mochtasar, noted in paras. 74 to 78 of these explanations, I was perfectly well aware; to the best of my recollection, however, I knew Syed Hussain before I knew his brother, and I employed the latter in the Railway transactions because he and his relatives were, I was informed, dealers in timber at Amboor and Vaniambady.

29.—Regarding the collection of outstanding balances.

241. In my letter to the Chief Secretary to Government of the 20th August last, at para. 6 and following paras., I treated of the difficulties attendant on the sudden closing of these Railway transactions; the balance outstanding then was Rupees 14,495-7-4, in adjustment with the Agent since that balance has been reduced to Rupees 12,189-6-10.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

29.—Regarding a loss of Rupees 3,000 said to have been sustained by one Ragavaloo Naidoo, a Sleeper Agent employed by me in my Railway transactions through Narrainswamy Naidoo.

me, Narrainswamy Naidoo, the Cutwal of Vellore, took away his jewels and made deductions in his accounts on my behalf, amounting altogether to a loss of Rupees 3,000, which sum he claims, also to his statement that he complained, on one occasion only, to me about a deduction to the extent of Rupees 170, having been made by the said Narrainswamy Naidoo when settling his accounts, that I ordered the said Narrainswamy Naidoo to give him that sum but he only paid him Rupees 130, that he has supplied no sleepers for the last two years, and that the circumstance of the jewels took place within the year previous to the time of his discontinuing to supply sleepers, I have to offer the following observations:

247. Ragavaloo Naidoo's statement that he was appointed by me as an Agent to procure sleepers is true, he was so employed from the beginning of my operations in June 1853 to April 1858, on the 5th of which month his accounts were finally closed by me in person, and on that date a balance due to him of Rupees 263-11-0, was paid by me and his receipt taken in full of all demands to date, a corresponding entry appearing in the writer's daily cash book.

248. Annexed is a true translation of the said receipt, which is to be found at page 43, Book 1st., No. 94, of a general receipt book; it is dated 5th April 1858.

"A receipt given by Ragavaloo Naidoo of Thotapallium to Mr. Sullivan, Sub Collector of Vellore, as follows: I have carefully examined the accounts of sleepers delivered by me for the Madras Railway Company up to date, and, on a comparison of the credit and debtor account, there remains a balance due to me of two hundred and sixty three Rupees and eleven Annas, (Rupees 263-11-0) which sum I have received from you this day in cash for which this is my receipt, besides this I have no demand whatever against you."

"RAGAVALOO NAIDOO."

"Witnesses.

"SOOBROY MOODELY, Iron bazaarman.
"A. CONDASWAMY."

(True translation.)

(Signed) A. W. SULLIVAN.

249. I dispensed with Ragavaloo Naidoo's services from this time because he persisted in supplying wood of very inferior quality and very irregularly, and because I had good reason to suspect that this was owing to his trading on his own account, with his advances from me, in bamboos and other timber for household purposes.

250. When first employed by me Ragavaloo Naidoo was a man of no substance whatever, for which reason I usually made him his advances, as in the case of many other Agents, through the then Cutwal, Narrainswamy Naidoo.

251. Ragavaloo Naidoo most certainly never did say one word to me about the Cutwal having mulcted him of money by deduction from his accounts and in jewels, aggregating a sum of Rupees 3,000; up to the very last he had free access to me, even when closing his accounts.

252. If afraid, as he states, on account of the Cutwal, to complain to me, the District Magistrate's Court was open to him, and it is difficult to believe that a man would, either at the time or for nearly two years subsequent, remain silent under such an injury.

246. With regard to a statement made by one Ragavaloo Naidoo, before Mr. Hall, to the effect that he was employed by me as an Agent for getting sleepers from the jungles and that, under pretence that a loss had been sustained by

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

253. The Rupees 130, which he states the Cutwal paid to him, on a representation made by him (Ragavaloo) to me, instead of Rupees 170 which he claimed, was paid to Ragavaloo by the writer in my presence on the 29th June 1857, and his receipt taken for the same on the back of a Memorandum of his account closed to the 7th June 1857, out of which account he complained to me that the Cutwal had rejected some sleepers from spite, and begged me to look over them again as the deduction would fall heavily on him; I did so and admitted some logs, which the Cutwal had rejected, in my absence, though of rather inferior quality, Ragavaloo faithfully promising to send good wood in future.

254. The actual amount paid to him, as per the above named receipt, was Rupees 129-12-9, and annexed is a true translation of the said receipt, the original of which, as also of that mentioned at paragraph 248, I am prepared to produce if necessary.

"29th June 1857.

"I have this day received from you Rungaswamy, Railway writer, the sum of Rupees one hundred and twenty-nine, Annas twelve and Pice nine, Rupees 129-12-9, being the aggregate value of 33 sleepers with bandy hire at Rupees 53-12-9, and 57 sleepers with bandy hire at Rupees 76, which sleepers were first rejected from this account but have now been accepted, and for the said amount of Rupees 129-12-9, this is my receipt."

"RAGAVALOO NAIDOO."

"Witnesses.

"Duffadar GOOROOSWAMY.

"NATHUMANI MOODELY."

(True translation.)

(Signed) A. W. SULLIVAN.

255. These logs were purchased by me at reduced rates and not for the Railway, but, to the best of my recollection, for the Poinay Anicut lattice bridge work; I did this as an encouragement to Ragavaloo Naidoo, of which he proved himself afterwards quite unworthy.

256. I may mention that, for some time before I dispensed with his services, Ragavaloo Naidoo's conduct was very strange, he has since turned Saniási, residing on the top of the Sholingur Pagoda Rock, and is considered, I understand, to be not quite compos at all times.

257. I have now fulfilled the voluntary offer which I made to Government in my letter to the Chief Secretary of the 1st December last, paragraph 5, to give the fullest and most unserved explanation in my power of any circumstances connected with my conduct which might seem to them to require explanation, without regard to any possible consequences which such disclosures may entail upon me with reference to my future prospects in the service; my sole object being that of clearing my moral and official character from any imputation which circumstances and coincidences, unexplained, might seem to cast upon it.

258. In performing this painful duty, I have had to bring before Mr. Hall many documents of an official character with which apparently neither he nor the Government had been made previously acquainted, these documents, recorded at the time, speak for themselves, and bear out, beyond a possibility of doubt, that, on the several occasions to which they refer, I was acting with perfect good faith and singleness of purpose.

259. I have nothing more to add than to submit myself to such orders as the Government may be pleased to pass upon a patient consideration of all the circumstances of the case.

(Signed) A. W. SULLIVAN, M. C. S.

MADRAS, 31st January 1860.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

SUPPLEMENT.

260. The above 259 paragraphs of my explanation were finished and ready for transmission to Mr. Hall long ago, but as he had intimated to me that he considered it desirable to take a deposition from Narrainswamy Naidoo, late Police Amin of Vellore, and now a convict, so soon as the result of his appeal to the Faujdari Adalat was disposed of, I kept the explanations back in case there should be any thing to add to them.

261. I received notice from Mr. Hall that he would examine Narrainswamy Naidoo at Vellore on the 25th instant, and I proceeded there accordingly on that date.

262. On all essential points Narrainswamy Naidoo having corroborated the statements made in my explanations, I have but little to add, though one or two points, perhaps, call for notice.

263. It did not strike me at the time that Narrainswamy Naidoo, in giving his deposition (and I have reason to believe it also escaped Mr. Hall's notice), stated that Rathnal Veeraswamy Naidoo was the name he had mentioned to me as the lender of the sums of money he gave me in May last and subsequent months, whereas the receipts I gave him, quoted in paragraphs 15 and 16, of the explanations are in the name of Rathnal Vencataswamy Naidoo, who is the son of Rathnal Veeraswamy Naidoo (deceased); I do not imagine that much importance attaches to this slight difference, it is not at all uncommon for the names of deceased Native Merchants of distinction to be continued in use, in connection with their business, even after their decease, and, though Narrainswamy told me the receipts, &c., were to be in Vencataswamy's name, he always spoke of the money as Veeraswamy Naidoo's.

264. Narrainswamy Naidoo has spoken with more reserve on the subject of the topes, made over to his son, than on other points, but it is not difficult to understand his motive for this.

265. It is not true, for instance, that he ever told me the topes stood in his son's name, he never told me more than I have stated in paragraph 159 of the explanations; his statement of the present age of his son, I should fancy, is also incorrect.

266. He has also overstated the amount of the balances outstanding against Mutharah Naidoo at the time of his being killed in the jungles by a must elephant: the correct amounts are those stated in paragraph 227 of these explanations; he was, however, never much of an Accountant or an hand at Mental Arithmetic.

267. I have said at paragraph 20 of the explanations, with reference to Sheshigiri Row's fixing certain dates as those on which he received payments from me, that he probably obtained the information from Ram Row's books, on looking over, however, a copy of Ram Row's deposition before the Session's Court of Chittoor, I find that the money, which Sheshigiri Row says I paid him on the 21st May, is not credited to me by Ram Row until the 10th June; now, if he received the money on the 21st May or following day, and did not book it at once in consequence of his absence from home, he was bound to give me credit from the date he received the money; moreover, I have reason to believe that his accounts of his transactions with me are full of erasures, &c., it will be for Mr. Hall and the Government to determine the value, in evidence, of accounts so kept.

268. I have nothing more to add.

(Signed) A. W. SULLIVAN, C. S.

MADRAS,
February 29th, 1860.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

No. 62. MINUTE by the Honorable E. MALTBY, dated 21st March 1860.

1. In the Proceedings of the Madras Government, dated 6th December 1859, No. 1,639, Judicial Department, Mr. A. Hall was instructed to enquire into two points, which had come under the notice of Government, and affected Mr. A. W. Sullivan's official character.

1st. That Mr. Sullivan, while Sub Collector and Joint Magistrate of North Arcot, had had pecuniary transactions with some of his Native public servants, viz., the Police Amin of Vellore and Ram Ráu, a Taluq Saristadar.

2nd. That Mr. Sullivan had apparently paid to one Sheshagiri Ráu, on 21st May last, two Bank Notes for Rupees 500 each, in part payment of a debt due to the abovementioned Ram Ráu, which Notes Mr. Sullivan was said to have obtained from the Police Amin of Vellore, who has been since convicted of having received them as a bribe from Sabapathy, the Vellore Station Cash-keeper, then in custody on a charge of complicity in the great Railway robbery case.

2. Mr. Hall was further instructed to investigate any other facts of an important nature which came to light during his enquiry and affected Mr. Sullivan's conduct in connection with his subordinate Native servants.

3. Mr. Hall reports the result of his investigation in the letter now under consideration. His enquiry extended to 18 different points, which he enumerates in detail.

4. The principal point which it was important for Mr. Sullivan to clear up, related to the two Bank Notes which were paid as a bribe by the Railway Cash-keeper, while a prisoner under trial, to the Vellore Police Amin, and were represented as having passed through Mr. Sullivan's hands to his creditor Ram Ráu, the Taluq Saristadar. Mr. Hall expresses his opinion that there is no satisfactory proof of these particular Notes having come into Mr. Sullivan's hands, or of their having been included in the payment which he acknowledges having made about this time to Sheshagiri Ráu. I concur in the reasons given for this view, and in the observations which Mr. Hall makes in paragraph 18, on the utter improbability of the Police Amin, Narrainswamy Moodelly, handing over these Notes to Mr. Sullivan immediately after he had received them as a bribe, or of Mr. Sullivan, "supposing that he had received them with a guilty knowledge," paying them away in Vellore itself in a manner which would have easily led to detection.

5. Points 3, 4, 5 and 6 relate to Mr. Sullivan's proceedings in investigating the great Railway robbery case. Mr. Hall observes that Mr. Sullivan was decidedly wrong in delaying to take down in writing a statement from the witness Moonesawmy, who had been sent from Madras, and that he ought to have recorded a Diary Order, showing the grounds on which he bailed Sabapathy, the Railway Cash-keeper. These were undoubtedly errors, but weighing all the circumstances of the case, and the explanatory statements made by Mr. Sullivan, I concur in Mr. Hall's opinion that Mr. Sullivan acted *bona fide*, and did really and truly exert himself to bring to justice the perpetrators of the Railway robbery.

6. The next two points 7 and 8 relate to Mr. Sullivan's official conduct in having employed the Vellore Police Amin, Narrainswamy Moodelly, in tracing out the above robbery, and in having promoted that Officer to the post of an Amin of Police. As Narrainswamy Moodelly was an experienced Police servant and possessed Mr. Sullivan's confidence, his being selected to trace out this robbery was not in itself an unusual or improper arrangement. I do not also see that his promotion was unduly great or rapid. He is reported to be able to read and write, and had shown merit and efficiency as Cutwall of the large town and station of Vellore. He was, therefore, qualified for promotion to a Police Aminship. Mr. Sullivan's mistake was in placing unusual official confidence in him, and in committing the grave fault of employing him in his

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

private money affairs. The consequence has been that the Amin has abused his authority, and most seriously injured Mr. Sullivan's public character.

7. The 9th point relates to the re-employment of one Syed Hussain, who, when a Police Duffadar, had been dismissed for alleged misconduct, the proof of which was not, however, sufficiently clear to lead to his conviction before the Sessions Court. Mr. Hall pronounces the re-employment of this man "injudicious and improper," but as the measure had the sanction of the Collector and Magistrate, and is to be judged chiefly by the man's subsequent conduct, on which the present papers throw no light, the subject seems only to involve a possible error of judgment and need not be pursued.

8. The 10th, 11th, 12th and 13th points relate to various sums of money which Mr. Sullivan has borrowed from parties living in the District of North Arcot. The 1st item is a sum of Rupees 4,000, which Mr. Sullivan explains that he borrowed from Comarasawmy Chetty, a Native merchant of Vellore, in 1852, when building himself an office. The debt was finally paid off with interest in 1856, and the money was borrowed without the intervention of any of Mr. Sullivan's Native subordinates. The transaction therefore is simply a breach of the rule which forbids the European Officers of Government to have any money dealings within the Districts in which they are employed. The next items consist of 2 sums of Rupees 6,000 and 10,000 borrowed in 1853 and 1855, through Narrainswamy Moodelly, Police Amin of Vellore, ostensibly from Abbanoor Sashagiri Ráu, Agent of Mr. Morrison the Abkary Contractor, but in reality from Ram Ráu then a Táluq Gomastah and now Saristadar of the Cauverypauk Táluq. Mr. Sullivan solemnly declares that he was not aware of this money being Ram Ráu's, and the general candor of his explanatory statement gives weight to his assertion, but the serious misconduct of employing his subordinate, the Police Amin of Vellore, in loan transactions still remains, and it cannot be overlooked that, after* discovering how he had been

* See paragraph 96 of defence.

deceived on this occasion, he again employed this Police Amin in May 1859, to obtain Rupees 10,000 for him. Mr. Sullivan explains that he wanted this sum to pay off Ram Ráu, whose overbearing impertinence had become intolerable, and that he forbade the Police Amin to borrow the money in the District, but he ought to have known the danger of employing such an Agent for an illicit purpose, especially after he had been once deceived. The result is that the Police Amin, emboldened by the position in which he stood towards his superior, has taken bribes to screen criminals, and that Mr. Sullivan has had to exculpate himself from a charge of being the recipient of money so obtained.

9. I have alluded to these loan transactions separately from the rest, because they are connected with Mr. Sullivan's private affairs, and have no connection as he candidly† admits with his Railway transactions, except in so far that those transactions ended in embarrassment, and thus impeded his efforts to place his private affairs in a satisfactory position. I consider it unnecessary to enter into detailed remarks on the other money matters alluded to in Mr. Hall's report, and I purposely abstain from noticing Mr. Sullivan's connection with the Railway, as he had official sanction for aiding in obtaining a supply of sleepers, and the correspondence on this subject occurred before I became a Member of the Government.

10. The last point to which I shall allude is the 11th in Mr. Hall's list, and refers to the disposal of some gardens which had lapsed into the hands of Government. Circular instructions had been issued in November 1857, to the Revenue Officers to make over these gardens to the heirs of the original planters if they could be found, or otherwise to persons of respectability who were willing to take them and pay the land Assessment. It was represented against Mr. Sullivan that he had made over some of these gardens to parties with whom he had money transactions, and I greatly regret to find that four gardens in Vellore itself were given to Mooneaswamy

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

Naidoo, the minor son of the Police Amin. Mr. Sullivan declares that until the Police Amin's removal from Vellore in August 1859, he was ignorant of who this

Paragraph 157. Mooneaswamy Naidoo was, and attributes what occurred to a Cutcherry intrigue in the Police Amin's favor. But such concealment being possible immediately under Mr. Sullivan's eyes, and surrounded as he was by public servants of different grades, shows the dangerous influence which the Police Amin possessed through Mr. Sullivan's unbounded official confidence, and his employment in that gentleman's money affairs, and* Railway transactions. It thus becomes intelligible how the Police

* Paragraph 219. Amin could dare to play false, and betray the course of justice in the great Railway robbery case, though his superior was earnestly endeavouring to discover the perpetrators of that crime, and the attention both of the Public and the Government was keenly turned to the proceedings in the case.

11. Mr. Hall does not consider that these gardens were given away on too low an Assessment, and he leaves uncontradicted Mr. Sullivan's averment† that all those to whom he made over the gardens deny having given any consideration whatever for them. Mr. Hall does not also take exception to the promotion which Ram Ráu and his brother Hanumanta Ráu received from Mr. Sullivan, subsequent to the loan transactions, as being unduly rapid. Still such a breach of rule as Mr. Sullivan has been guilty of in borrowing money in his District, and through a Native subordinate, cannot fail to expose the administration of the country to mistrust, and the offending Officer must be held answerable for the consequences which ensue. In the instance of the Vellore Police Amin, this responsibility is most serious, for after the boldness he showed at Vellore itself, in obtaining the Government gardens for his minor son, and in protecting the perpetrators of the Railway robbery, there seems but too much ground for Mr. Hall's remarks that this

Paragraph 57. Officer had "opportunities of which he fully availed himself, doubtless, "constantly making use of Mr. Sullivan's name to effect his object in these "nefarious transactions." On this point it is to be remarked that the Police Amin admits in his deposition having deceived Mr. Sullivan about his having obtained the money for the last loan of Rupees 10,000 in May 1859 from Rutnā Veerasawmy Naidoo of Madras. The sums given from time to time to Mr. Sullivan were obtained by the Police Amin in the District, but from what persons and in what manner is not satisfactorily explained by him.

12. Although therefore I concur with Mr. Hall, "that there are no grounds to charge "Mr. Sullivan with complicity in the corrupt practices of Narrainswamy Moodelly (the Vellore "Police Amin), or of dishonest proceedings on his own part," I feel that Mr. Sullivan's breach of a known rule and the discredit which he has thus brought on the public administration and on his own name, disqualify him from further employment in North Arcot. Whether he is to be employed elsewhere will, I presume, depend on the decision of the Secretary of State for India in Council.

(Signed) E. MALTBY.

No. 63. MINUTE by the Honorable W. A. MOREHEAD, dated 21st March 1860.

I entirely concur in the remarks made by Mr. Maltby. The estimate he has formed of the actual offence committed by Mr. Sullivan is, in my opinion, a correct one; as suggested by Mr. Maltby, Mr. Sullivan must be removed from his present appointment, and his case referred Home for final disposal.

(Signed) W. MOREHEAD.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

No. 64. MINUTE by the Honorable the PRESIDENT, dated 24th March 1860.

I accept the proved facts as they have been stated by my colleagues. Mr. Sullivan must, of course, be removed from his appointment, and his case must be reported for the decision of the Secretary of State. Her Majesty's Government will expect an opinion from me, and I cannot avoid the performance of a plain public duty, however painful. I am of opinion that Mr. Sullivan is not deserving of confidence and cannot therefore be re-employed.

(Signed) C. E. TREVELYAN.

No. 65. ORDER THEREON, 16th April 1860, No. 452.

In the Proceedings of the Madras Government, dated 6th December 1859, No. 1,639, Judicial Department, Mr. A. Hall was instructed to enquire into two points, which had come under the notice of Government, and affected Mr. A. W. Sullivan's official character.

1st. That Mr. Sullivan, while Sub-Collector and Joint Magistrate of North Arcot, had had pecuniary transactions with some of his Native public servants, viz., Narrainsawmy Naidoo, Police Amín of Vellore, and Ram Ráu, a Tálúq Saristadar.

2nd. That Mr. Sullivan had apparently paid to one Sheshagiri Ráu, on the 21st May last, two Bank Notes for Rupees 500 each, in part payment of a debt due to the above-mentioned Ram Ráu, which Notes Mr. Sullivan was said to have obtained from the Police Amín of Vellore, who has been since convicted of having received them as a bribe from Sabapathy, the Vellore Station Cash-keeper, then in custody on a charge of complicity in the great Railway robbery case.

2. Mr. Hall was further instructed to investigate any other facts of an important nature, which might come to light during his enquiry, and might affect Mr. Sullivan's conduct in connection with his subordinate Native servants.

3. Mr. Hall reports the result of his investigation in the letter now under consideration. His enquiry extended to 18 different points, which he enumerates in detail.

4. The principal point which it was important for Mr. Sullivan to clear up, related to the two Bank Notes, which were paid as a bribe by the Railway Cash-keeper, while a prisoner under trial, to the Vellore Police Amín, and were represented as having passed through Mr. Sullivan's hands to his creditor Ram Ráu, the Tálúq Saristadar. Mr. Hall expresses his opinion that there is no satisfactory proof of these particular Notes having come into Mr. Sullivan's hands, or of their having been included in the payment which he acknowledges having made about this time to Sheshagiri Ráu. The Government concur in the reasons given for this view, and in the observations which Mr. Hall makes in point 18, on the improbability of Mr. Sullivan, "supposing that he had received the Notes with a guilty knowledge," paying them away in Vellore itself in a manner which would have easily led to detection.

5. Points 3, 4, 5 and 6 relate to Mr. Sullivan's proceedings in investigating the great Railway robbery case. Mr. Hall observes that Mr. Sullivan was decidedly wrong in delaying to take down in writing a statement from the witness, Moonesawmy, who had been sent from Madras, and that he ought to have recorded a Diary Order, shewing the grounds on which he had bailed Sabapathy, the Railway Cash-keeper. These were undoubtedly errors, but weighing all the circumstances of the case, and the explanatory statements made by Mr. Sullivan, the

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

Government concur in Mr. Hall's opinion that Mr. Sullivan acted *bond-fide*, and did really and truly exert himself to bring to justice the perpetrators of the Railway robbery.

6. The next two points, 7 and 8, relate to Mr. Sullivan's official conduct in having employed the Vellore Police Amín, Narrainsawmy Naidoo, in tracing out the above robbery, and in having promoted that officer to the post of an Amín of Police. As Narrainsawmy Naidoo was an experienced Police servant, and possessed Mr. Sullivan's confidence, his being selected to trace out this robbery was not in itself an unusual or improper arrangement. Nor do the Government see that his promotion was unduly great or rapid. He is reported to be able to read and write, and had shown merit and efficiency as Cutwall of the large town and station of Vellore. He was, therefore, qualified for promotion to a Police Amínship. Mr. Sullivan's mistake was in placing unusual official confidence in him, and in committing the grave fault of employing him in his private money affairs. The consequence has been that the Amín has abused his authority, and most seriously injured Mr. Sullivan's public character.

7. The 9th point relates to the re-employment of one Syed Hussan, who, when a Police Duffadar, had been dismissed for alleged misconduct, the proof of which, however, was not sufficiently clear to lead to his conviction before the Sessions Court. Mr. Hall pronounces the re-employment of this man "injudicious and improper," but as the measure had the sanction of the Collector and Magistrate, and is to be judged chiefly by the man's subsequent conduct on which the present papers throw no light, the subject seems only to involve a possible error of judgment and need not be pursued.

8. The 10th, 11th, 12th and 13th points relate to various sums of money which Mr. Sullivan has borrowed from parties living in the District of North Arcot. The first item is a sum of Rupees 4,000, which Mr. Sullivan explains that he borrowed from Comarasawmy Chetty, a Native merchant of Vellore, in 1852, when building himself an Office. The debt was finally paid off with interest in 1856, and the money was borrowed without the intervention of any of Mr. Sullivan's Native Subordinates. The transaction therefore is simply a breach of the rule which forbids the European Officers of Government having any money dealings within the districts in which they are employed. The next items consist of two sums of Rupees 6,000 and 10,000 borrowed in 1853 and 1855, through Narrainsawmy Naidu, Police Amín of Vellore, ostensibly from Abbanoor Seshagiri Ráu, Agent of Mr. Morrison, the Abkary Contractor, but in reality from Ram Ráu then a Tálúq Gomashtha and now Saristadar of the Cauverypauk Tálúq. Mr. Sullivan solemnly declares that he was not aware of this money being Ram Ráu's, and the general candor of his explanatory Statement gives weight to his assertion, but the serious misconduct of employing his subordinate, the Police Amín of Vellore, in loan transactions still remains, and it cannot be overlooked that, after discovering how he had been deceived on this occasion, he again employed this Police Amín in May 1859, to obtain Rupees 10,000 for him. Mr. Sullivan explains that he wanted this sum to pay off Ram Ráu, whose overbearing impertinence had become intolerable, and that he forbade the Police Amín to borrow the money in the District, but he ought to have known the danger of employing such an Agent for an illicit purpose, especially after he had been once deceived. The result is that the Police Amín emboldened by the position in which he stood towards his superior, has taken bribes to screen criminals, and that Mr. Sullivan has had to exculpate himself from a charge of being the recipient of money so obtained.

* See paragraph 96 of Defence.

9. These loan transactions have been alluded to separately from the rest, because they are connected with Mr. Sullivan's private affairs, and have no connection as he candidly admits* with his Railway transactions, except in so far that those transactions ended in embarrassment, and thus impeded his efforts to place his private affairs in a satisfactory position. The Government consider it unnecessary to enter into detailed remarks on the other money matters alluded to in Mr. Hall's report, and they abstain from noticing Mr. Sullivan's connection with the Railway, as he had official sanction for aiding in obtaining a supply of Sleepers.

* Paragraphs 101 and 102.

See page 251 of the Selections of Government, No. 18.

*Proceedings of the Madras Government, Judicial Department,
for the month of April 1860.*

10. The last point which need be alluded to is the 14th in Mr. Hall's list, and refers to the disposal of some gardens which had lapsed into the hands of Government. Circular instructions had been issued in November 1857, to the Revenue Officers to make over these gardens to the heirs of the original planters if they could be found, or otherwise to persons of respectability who were willing to take them and pay the land Assessment. It was represented against Mr. Sullivan that he had made over some of these gardens to parties with whom he had money transactions, and the Government greatly regret to find that four gardens in Vellore itself were given to

Paragraph 157.

Moonesawmy Naidu, the minor son of the Police Amín. Mr. Sullivan declares that until the Police Amín's removal from Vellore in August 1859, he was ignorant of who this Moonesawmy Naidu was, and attributes what occurred to a Cutcherry intrigue in the Police Amín's favor. But such concealment being possible immediately under Mr. Sullivan's eyes, and surrounded as he was by public servants of different grades, shows the dangerous influence which the Police Amín possessed through Mr. Sullivan's unbounded official confidence, and his employment in that gentleman's money affairs, and Railway* transactions. It thus becomes intelligible how the Police Amín could dare to play false, and betray the course of justice in the great Railway robbery case, though his superior was earnestly endeavouring to discover the perpetrators of that crime, and the attention both of the Public and the Government was keenly turned to the proceedings in the case.

• Paragraph 219.

11. Mr. Hall does not consider that these gardens were given away on too low an Assessment, and he leaves uncontradicted Mr. Sullivan's averment* that all those to whom he made over the gardens deny having given any consideration whatever for them. Mr. Hall does not also take exception to the promotion which Ram Ráu and his brother, Hannumauta Ráu, received from Mr. Sullivan subsequent to the loan transactions, as being unduly rapid. Still such a breach of rule as Mr. Sullivan has been guilty of in borrowing money in his District, and through a Native subordinate, cannot fail to expose the administration of the country to mistrust, and the offending officer must be held answerable for the consequences which ensue. In the instance of the Vellore Police Amín, this responsibility is most serious, for after the boldness he showed at Vellore itself in obtaining the Government gardens for

• Paragraph 201.

his minor son, and in protecting the perpetrators of the Railway robbery, there seems but too much ground for Mr. Hall's remark that this officer had "opportunities of which he fully availed himself, doubtless constantly making use of Mr. Sullivan's name to effect his object in these nefarious transactions." On this point it is to be remarked that the Police Amín admits in his Deposition having deceived Mr. Sullivan about his having obtained the money for the last loan of Rupees 10,000 in May 1859 from Rutnala Veerasawmy Naidu of Madras. The sums given from time to time to Mr. Sullivan were obtained by the Police Amín in the district, but from what persons, and in what manner, is not satisfactorily explained by him.

Paragraph 87.

12. Although therefore the Government concur with Mr. Hall "that there are no grounds to charge Mr. Sullivan with complicity in the corrupt practices of Narrainsawmy Naidu (the Vellore Police Amín) or of dishonest proceedings on his own part," they feel that Mr Sullivan's breach of a known rule, and the discredit which he has thus brought on the public administration and on his own name, disqualify him from further employment in North Arcot. Whether Mr. Sullivan is to be employed elsewhere will depend upon the decision of the Secretary of State. He will therefore be removed from his appointment of Sub-Collector and Joint Magistrate of North Arcot from the date of these Orders, and will be placed on the out-of-employ allowances. The whole of the papers, with the Minutes of the Members of Government, and these Orders, will also be reported to the Right Honorable the Secretary of State at an early date, for such further instructions as he may be pleased to pass in the case.

13. The Government thank Mr. A. Hall for his fair and clear report, and for the manner in which he has discharged an unpleasant duty.

(Signed) T. PYCROFT,
Chief Secretary.

Exd. S. T. Augustin.

*In this Memorandum
Mr. Macartney, judge of the
Koonam & city judge of the
Sadder Adalat, have before
me the receipt of creating
a second Court for the Tanjore
District. In proof of this
copy, he details the manner
of the subsequent Court and
a criminal, subject to this
Civil & Sessions Court for
Koonam & city judge
with the various kinds
of the Court & judge & judge
also present particularly
a comparison with the Court
of Calicut & Tellicherry
known to be among the
most highly worked in the
Country. He further says*

at Calicut & Tellicherry combined.
There is also the positive testimony
of Mr. Beauchamp himself as to his

own estimation. He states, (para 8),
that he has found it impossible,
when there has been regular work
in the Superior Court, to give any
attention to that in the Civil C^t.
& that at all times he has been
unable to give the attention he
could wish to general administration.

He adds that he could get no
requisite on relocation, the ad-
justment of the Civil Court being
shut in charging off arrears of
monthly business. Mr. Beauchamp's
steady devotion to business is well
known, & it is testified to, if
additional proof were wanted,
by all the local officers. He is
also a member of a number of many
other associations. & for instance
stands there.

his time & strength are taxed
by his duties, & he is required
of any public servant, & he is
obliged to neglect in part the
important duty of supervising
the inferior Courts of the District.

and it may be noticed as an
additional reason, that
the stamp fees levied on
law proceedings in the
District more than
pay the whole charges of the
Courts. The amount of those
fees in 1858/9 was Rs. 12,000
which the whole
of all the Courts
cost no more than
Rs. 1,000. The
fees will no doubt increase
with the creation of three
Sessions' Courts and a second
Civil Court.

4. The foregoing considerations
lead fully to satisfy the fact
that a second Civil & Sessions
Court is necessary for the Tanjore
District, & that it should differ from
the new Court
it where it ought to be placed.
The city of Tanjore is, within twenty
three miles of Kumbakonam,
& both are in the western part
of the District. On the other
hand Nagapattinam on the
Coast is a place of great
trade, & may be expected
rapidly to increase in extent
& importance, as the
terminus of the Railway.

Nagapattinam - the contiguous Town
of Nagapattinam already contains a
population of 34,000 & the sur-
rounding localities is very populous.
Rumbhahur, contains 40,000
& Tanjore 24,000 persons. The
unanimous opinion of the leading
officers of the District is that
Nagapattinam will be the future
site of the new Court, & in this
opinion the Govt. concurs.

6. The fine C. differs also
from Mr. Beauchamp with
respect to the income from
which the cost of the new Court
is to be met. He is not of
opinion that it would be ade-
quate to abolish ~~the~~ the
Court, either as a deliberative
or as a judicial, in either case
the measure would save money.
The measure would save money
of the remaining Court from

the same number of its
jurisdiction.
But another source
suggests itself, from which the
necessary funds may be obtained
in great part if not wholly.

A few years ago the Govt. took
under their consideration the
expediency of maintaining
the Madras Collectorate on its
present footing, on a basis
which had been more
than a decade. It is a sub-col-
lectorate of Chingleput, & the
Govt. it was decided that the
change was inadvisable. The
Govt. have now been led to
reconsider the subject, & they
are of opinion that the aid of
the newly constituted staff of
Dist. Collectors makes it practicable
to unite the two Collectories
of Madras & Chingleput, dis-

There is a tendency in
the world to keep things
as they are.

- being ready with the Sub. Govt.
forming proposed. In the entire Revenue
of Chinghai District is about
eighteen lakhs, of which 12 1/2 lakhs
is from the land & rather more
than two lakhs from salt. The whole

revenue of the modern Collectors
is between ~~10~~ ^{about} ~~10~~ ¹⁰ lakhs
of which 6 1/2 lakhs is from
salt, 7 1/2 from Abkari, & about
7500 Rs. from Land. The revenue
is collected without difficulty; the
salt & the Abkari are each under
a separate Officer, & the Land revenue
also is managed by a distinct agency.

The whole amount of both Districts
falls short of what is collected
in several single Collectors; &
~~the~~ ~~is~~ ~~not~~ ~~enough~~

the labour entailed on the ^{controlling officers} ~~Collectors~~
certainly, than ~~there~~ ^{there} ~~is~~ ^{is} a
provincial District gathering an

to equal revenue. In point of
area the District will still be one of the
Port 2. One chief consideration
which led the Govt. to ~~the~~ ^{the} ~~opinion~~
decide against the proposition above

Revenue Board

344
1258
1258 of Port
on the whole broader
collectors cover
large extent than
about thirty square
miles.

3)

25 May 1856

25 May 1856

In the general subject of the
District he will have the
assistance of a Sub. Govt.
when need arises & will
be at the disposal of an Officer
of this month being the
proportion to be paid
also will be paid to the
minded. The

referred to was that it
was important ^{to have an} ~~that there~~
officer of standing & experience
at the head of
the modern Collectors, on
account of the various
local questions arising
from time to time, especi-
ally in connection with
the Supreme Court; & then
~~an~~ ^{consideration}
it was mainly this also
which induces the Govt.
to give to the members
of the Salary of the Comm. of
modern. In the plan
now contemplated however
this object will not be ~~examined~~
- fixed. The Comm. will have
his headquarters at London
as at present, & having the
services of the his head agency
& of a Deputy Comm. for the
general duties of the District,
it will nearly be necessary

for him to go on circuit.
 At the same time the Dep. Commr
 at the Treasury will relieve him
 of much details work & corres-
 -pondence connected with the
 accounts.

10. For the reasons above
 stated the final resolve to
 unite the two offices of Commr
 of Madras & Collr & Magr
 of Chingleput, and to create
 a Civil & Sessons Court at
 Nagabhettanam. The officer appointed
 to the united Collectorate will be
 fully appointed & both, as the
 designations cannot be conveniently
 combined; & the ^{Sub. Coll.} ~~Dep. Commr~~ a Dep.
 Commr will be nominated in the
 same way. The staff of the
 united District will consist of
 a Commr. a ^{Sub. Coll.} ~~Head~~ ^{Dep. Commr} a
 Deputy Commr for the Treasury,
 another for the Salt of the whole
 District, & another for general

will also be assisted
 by several other
 officers of the
 of the District
 Chingleput will
 be also assisted

13. The
 - will be
 appointed with
 last session
 - will be
 - will be
 of the District
 Chingleput

district. One in charge of
 certain Taluqs; there will
 also be a Superintendent
 for the Madras District, as
 at present. One Establt, on
 the scale recently approved by
 Govt, will be sufficient for
 all the general duties of the
 Commr's office, but the former
 establishment now maintained
 in Madras for the abkani Dist
 & for collecting quit rent, will
 probably require to be continued.
 This limit will be referred, however,
 to Mr. Pelly for early report: &
 he will report at the same time
 whether any & what improvement
 can be made in the quit rent Establt.
 11. Of the two P. S. Sadan
 Amies now attached to the
 Kumbhakram Ct. ^{one} will be
 with his Establishment
 transferred to the new Court
 at Nagabhettanam, where he

Mr. Pelly will also report
 without delay what saving
 will accrue in the Establt
 of the Madras Collr

will be vested with the usual
civil powers of his office,
& will be the committing officer
of the Court - a full estate
usual scale will be constituted
at this ~~time~~ for the Court,

& the ~~Chief~~ Indian Adalat will
be requested to report the
particulars, nothing whether
any & what reduction can be
made at Kumbhakuram. ~~that~~ They

~~Court~~ will also report for
approval the division of the
District into ^{two} zillahs - ~~that~~

they would recommend; generally
the Court ~~to~~ Taluqs should
belong to the Nagapattinam
Zillah, & the inland Taluqs

to that of Kumbhakuram -

C8th July C20th & 24th C25th

Proposed by
The District
Judge

As there have been sent in
duplicates as per Hall's
letter on because he
thought it might be
convenient for him to
have a spare copy

6. in a separate box

memo.

I beg to acknowledge
Mr Hall's report on
the subjects referred
for his enquiry by
order of Jnt 6 Dec
Last. No 1639 - with
two copies of Mr. A W
Sullivan's explanation
and the deposition
dr. taken by Mr Hall
in the course of his
investigation -

2 Some of the bene-
ficial papers are
not yet translated,
but I have not delayed
the circulation of the
packet on that

account - as I doubt
whether it will be
necessary to go beyond
Mr Hall's report &
his explanation -

3. I enclose also
the order issued by
Sir Thomas Munro
in 1822 and 1827
prohibiting pecuniary
dealings between
public servants &
native rulers &
authorities - the
proceedings of this

Jan 23 May 1856
in certifying & calling
attention to those orders
the 26th order 31 Dec/54
of the Govt of India &
the remarks of the
Govt thereon - and
the papers relating

order of Jan Dec
last which directed
this investigation

24
Davy's case - also the
4. The report & of the
part which directed
of being a blot on the
They must be read
& considered in
after to - I may now
state that I
have read these both
carefully and that
the impression left on
my mind is that
Mr Davy is a con-
fident and honest
statement, and
that the only charges
which affect him
seriously as a public
and that are doubtless true are
- his servants, and
know of his having
borrowed money
through & from his
native friends
servants - and other
persons under his
protection

12.3.60

Memo

Judicial.

Proceedings of the Madras Govt.

Read again Proceedings, 6th Decr. 1859 No 1639.

Read also the following -

Letter from Mr. A. Hall - Enter 8th March 1860.

Read also Minutes by the

Members of Govt. -

By the Honble C. B. Hall - Enter 21st March 1860.

the Honble C. B. Hall

Chopchad, concerned

in the case of the Com-

missioner in Chief

the Honble the Pre-

sident

21st do.

24th do.

Vol 90 ch 24-9-60

Order. 16 April 1860. No 452 -

[Faint, mostly illegible text, possibly bleed-through from the reverse side]

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Mr. A. W. Sullivan's
official character.

1^o That Mr. Sullivan,
while Sub-Collector
& Joint Magistrate
of North Arcot, had
had pecuniary trans-
actions with some of
his Native public ser-
vants - viz. Varrain-
sawmy Naidoo, Police
Ameen of Vellore, and
Ram Rau, a taluq
Saristadar.

2^o That Mr. Sullivan
had apparently
paid to one Sheehan-
giri Rau on the 21st
May last, two Bank
Notes for Rs. 500 each
in part payment of
a debt due to the
above mentioned
Ram

29
Ram Rau - which
Notes Mr. Sullivan
was said to have
obtained from the
Police Ameen of Vel-
lore, who has been
since convicted of
having received
them as a bribe from
Sabapathy, the Vel-
lore Station Cash-
keeper, then in cus-
tody on a charge of
complicity in the
great Railway rob-
bery case.

2^o Mr. Ball was further
instructed to investi-
gate ^{any} other facts of
an important na-
ture, which ^{might} come
to light during his
enquiry, & affect

Mr.

Mr. Sullivan's conduct in connection with his subordinate Native servants.

3. Mr. Hall reports the result of his investigation in the letter now under consideration. His enquiry extended to 18 different points, which he enumerates in detail.

The principal point which it was important for Mr. Sullivan to clear up, related to the two

40

two Bank Notes, which were paid as a bribe by the Railway Cashkeeper, while a prisoner is under trial, to the Vellore Police Ameen, & were represented as having passed thro' Mr. Sullivan's hands to his Creditor Ram Ram, the Taluk Saristadar. Mr. Hall expresses his opinion that there is no satisfactory proof of these particular Notes having come into Mr. Sullivan's hands - or of their having been included in the payment

payment which he acknowledges having made about this time to Sheeha-ri Rau. The Govt. concurs in the reasons given for this view, & in the observations which Mr. Hall makes in Point 18, on the ~~improbability~~ improbability of the Police Officer, Narainchawny Naidoo, handing over these Notes to Mr. Sullivan immediately after he had received them as a bribe, ~~or~~ of Mr. Sullivan, sup-

91
supposing that he had received them with a guilty knowledge, paying them away in Vellore itself in a manner which would have easily led to detection.

5 Points 3, 4, 5, & 6 relate to Mr. Sullivan's proceedings in investigating the great Railway robbery case. Mr. Hall observes that Mr. Sullivan was decidedly wrong in delaying to take down in writing a statement from the witness, Narainchawny

Comment
10/5/60

Mooneswamy, who
had been sent from
Madras, & that
he ought to have
recorded a Diary
Order, showing the
grounds on which
he had bailed
Sabapathy, the
Railway Cashkeep-
er. There were un-
doubtedly errors,
but weighing all
the circumstances
of the case, & the
explanatory state-
ments made by Mr.
Sullivan, the Govt.
concur in Mr. Ball's
opinion that Mr.
Sullivan acted bona
fide, & did really &
truly exert himself
to

to bring to justice
the perpetrators of
the Railway Robber-
y.

The next two points,
7, & 8, relate to Mr.
Sullivan's official
conduct in having
employed the Vel-
lore Police Ameen,
Narainswamy Nai-
do, in tracing out
the above Robbery, &
in having promoted
that officer to the post
of an Ameen of Police.
As Narainswamy
Naidoo was an ex-
perienced Police Ser-
vant & possessed
Mr. Sullivan's con-
fidence, his being
selected to trace out
this robbery was not
in

in itself an unusual or improper arrangement. Nor do the Govt. see that his promotion was unduly great or rapid. He is reported to be able to read & write, & had shown merit & efficiency as Cutwall of the large town & station of Vellare. He was, therefore, qualified for promotion to a Police Amenship. Mr. Sullivan's mistake was in placing unusual official confidence in him & in committing the grave fault of employing him in his

43
his private money affairs. The consequence has been that the Ameen has abused his authority, & most seriously injured Mr. Sullivan's public character.

The 9th Point relates to the re-employment of one Syed Hussan, who, when a Police Suffadar, had been dismissed for alleged misconduct, the proof of which, however, was not sufficiently clear to lead to his conviction before the Sessions Court. Mr. Hall pronounces the re-employment

re-employment of this
man injudicious and
improper: but as the
measure had the sanc-
tion of the Collector and
Magistrate, and is to be
judged chiefly by the
man's subsequent con-
duct, on which the pre-
sent papers throw no
light, the subject seems
only to involve a possi-
ble error of judgment and
need not be pursued.

2. - The 10th, 11th, 12th, and
13th points relate to va-
rious sums of money
which Mr. Sullivan
has borrowed from par-
ties living in the dis-
trict of North Arcot.
The first item is a sum
of Rupees 4000 which
Mr. Sullivan explains
that he borrowed from
Somarasa Chetty,
a Native Merchant of
Vellore in 1852, when
building himself an
office. The debt was finally
paid

paid off with interest in
1856, and the money was
borrowed without the in-
tervention of any of
Mr. Sullivan's native
subordinates. The trans-
action therefore is sim-
ply a breach of the rule
which forbids the Euro-
pean officers of Govern-
ment having any
money dealings within
the districts in which
they are employed. The
next items consist of
two sums of Rupees 6000
and 10000 borrowed in 1853
and 1855 through Narain-
Sawmy Naidu Police
Surun of Vellore, ostensibly
from Abbanoor Ma-
hagiri Rau, Agent of
Mr. Morrison, the Ma-
hary Contractor, but
in reality from Rau Rau
then a Taluk Gomastha
and now Amastadar of
the Canveypank Taluk.
Mr. Sullivan solemnly
declares that he was
not

not aware of this money
being Ram Rai's, and
the general candor of
his explanatory state-
ment gives weight to
his assertion, but the
serious misconduct of
employing his subordi-
nate, the Police Amín
of Vellore, in loan trans-
actions still remained,
and it cannot be over-
looked that, after dis-
covering how he had
been deceived on this
occasion, he again em-
ployed this Police Amín
in May 1854 to obtain
Rupees 10,000 for him.
Mr. Sullivan explained
that he wanted this sum
to pay off Ram Rai, ^{the}
whose overbearing im-
pertinence had become
intolerable, and that
he forbade the Police
Amín to borrow the
money in the District.
but he ought to have
known the danger of
employing

See para: 96 of Defence.

P 1014102

45
employing such an agent
for an illicit purpose,
especially after he had
been once deceived. The
result is that the Police
Amín emboldened by
the position in which he
stood towards his su-
perior, has taken bribes
to screen criminals, and
that Mr. Sullivan has
had to exculpate him-
self from a charge of
being the recipient of
money so obtained.
9. These loan trans-
actions have been allied
to separately from the
rest because they are
connected with Mr. Sul-
livan's private affairs,
and have no connection
as he candidly admits
with his Railway trans-
actions, except in so far
that those transactions
ended in embarrassment
and thus impeded his
efforts to place his private
affairs

See Page 251 of the
Selections of Govt.

affairs in a satisfactory position. The Government consider it unnecessary to enter into detailed remarks on the other money matters alluded to in Mr. Hall's report, and they abstain from noticing Mr. Sullivan's connection with the Railway as he had official sanction for aiding in obtaining a supply of sleepers.

2.— The last point which need be alluded to is the 14th in Mr. Hall's list, and refers to the disposal of some gardens which had lapsed into the hands of Government. Circular instructions had been issued in November 1857 to the Revenue officers to make over these gardens to the heirs of the original planters if they could be found, or otherwise to persons of respectability who were willing

P-157.

116
willing to take them and pay the land assessment. It was represented against Mr. Sullivan that he had made over some of these gardens to parties with whom he had money transactions, and the Government greatly regret to find that four gardens in Vellore itself were given to Moonesawmy Naidu, the minor son of the Police Amil. Mr. Sullivan declares that that until the Police Amil's removal from Vellore in August 1859, he was ignorant of who this Moonesawmy Naidu was, and attributes what occurred to a fetching intrigue in the Police Amil's favor. But such concealment being possible immediately under Mr. Sullivan's eyes, and surrounded as he was by public servants of different grades, shows the dangerous

* P-219

dangerous influence which the Police Amine possessed through Mr. Sullivan's unbounded official confidence, and his employment in that gentleman's money affairs, and Railway transactions. It thus becomes intelligible how the Police Amine could dare to play false, and betray the course of justice in the great Railway Robbery case, though his superior was earnestly endeavouring to discover the perpetrators of that crime, and the attention both of the Public and the Government was keenly turned to the proceedings in the case.

11.- Mr. Hall does not consider that these gardens were given away on too low an Assessment, and he leaves uncontradicted Mr. Sullivan's averment that all those
to

* P-201

41
to whom he made over the gardens deny having given any consideration whatever for them. Mr. Hall does not also take exception to the promotion which Ram Ravi and his brother, Himmanta Rao, received from Mr. Sullivan subsequent to the loan transactions, as being unduly rapid. Still such a breach of rule as Mr. Sullivan has been guilty of, in borrowing money in his District, and through a native subordinate, cannot fail to expose the administration of the country to mistrust, and the offending officer must be held answerable for the consequences which ensue. In the instance of the Vellore Police Amine this responsibility is most
serious

serious, for after the boldness he showed at Vellore itself in obtaining the Government Gardens for his minor son, and in protecting the perpetrators of the Railway Robbery there seems but too much ground for Mr. Hall's remark that this officer had "opportunities of which he fully availed himself, doubtless constantly making use of Mr. Sullivan's name to effect his object in these nefarious transactions." On this point it is to be remarked that the Police Officer admits in his deposition having deceived Mr. Sullivan about his having obtained the money for the last loan of Rupees 10,000 in May 1859 from Ruttala Veeradasa Nayaka.

Naidu of Madras. The sums given from time to time to Mr. Sullivan were obtained by the Police Officer in the district, but from what persons and in what manner is not satisfactorily explained by him.

12.- Although therefore the Government concur with Mr. Hall "that there are no grounds to charge Mr. Sullivan with complicity in the corrupt practices of Narraiah Lawmy Naidu (the Vellore Police Officer) or of dishonest proceedings on his own part," they feel that Mr. Sullivan's breach of a known rule and the discredit which has thus brought on the public Administration and on his own name, disqualify

Whether Mr
Sullivan is to be
employed elsewhere
will depend upon
the decision of the
Secretary of State.

disqualify him &
further employe
in North Creek.

He will therefore
be removed from his
appointment of Sub
Collector and Joint Ma-
gistrate of that dis-
trict, and will be re-
placed on the out of
employ allowances.
The whole of the
papers with the min-
utes of the members
of Govt and these
orders will also be
reported to the Right
Honorable the Secretary
of State at an early
date, for such further
instructions as he
may be pleased to
pass in the case.

13. The Government
thank Mr. A. Ball
for his fair & clear
report and for the
manner in which
he

he has discharged
an unpleasant duty
J.P.

To Mr. A. Ball. } Disp^d 16th April 1860
" A. W. Sullivan. }
Para: 12. from x to Civil Auditor - Disp^d 15/60

13-10-87
Jud. L. to Eng. 30 April
No 16 of 1860.

Judicial 1860. Depa

No 452

Proceedings of Govt

of 16 April 1860.

Print
of

01/1/65

4 April