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MADRAS RECORD OFFICE.

Government of Madras.

Public works DEPARTMENT.

G.O. No.	388	Press
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184-85		
Dated	8 2	1871 .

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
8th February 1871.*

No. 184. Read the following Endorsement of the Judicial Department, dated 7th February 1871.—

Read the following letter from the Magistrate of Tinnevely, to the Chief Secretary to Government, Fort Saint George, dated Pudukudi, 31st January 1871.

WHEN Government passed their Proceedings, No. 77, dated 13th instant, appointing a Special Commissioner to try Mr. Colquhoun under the provisions of Act XXXVII. of 1850, they were not aware that any criminal charges would be preferred against Mr. Colquhoun. The enclosed copy of my preliminary Register, committing for trial a contractor who has worked under Mr. Colquhoun in this district, shows the nature of the charges that may be preferred against Mr. Colquhoun, and these are not all! Documentary evidence in my possession establishes a *prima facie* case of abetment of forgery for the purpose of cheating against Mr. Colquhoun, but I have taken no proceedings against him, as I have no permission to do so, and the Government have already made other arrangements to try him.

2. As, however, from the wording of Act XXXVII. of 1850 a Commissioner has no power to accept or refuse bail to commit the accused for trial, or in any way to further the case beyond reporting on it to Government, I have the honour to request instructions as to whether I shall proceed against Mr. Colquhoun on such criminal charges as may be preferred against him, or whether I shall leave him to be disposed of entirely by the Special Commissioner, who, under his general authority as a Magistrate, is competent to commit for trial if authorized to do so by Government.

TRANSFERRED to the Department Public Works.

(Signed) W. HUDLESTON,
Secretary to Government.

No. 185. ORDER THEREON, 8th February 1871, No. 388.

ESTABLISHMENT, No. 17.

UNDER the circumstances reported in this letter the Government resolve to cancel their orders of the 13th January 1871, No. 90, and to direct that the charges against Mr. Sub-Engineer Colquhoun be dealt with in the ordinary course by the Magistrate.

(True Extract)

(Signed) CHARLES A. ORR, Colonel, R. E.,
Secretary to Government.

To A Macgregor, Esq, Collector of Malabar.
To the Magistrate of Tinnevely.
" " Controller of Public Works Accounts.

To Mr. A. Colquhoun.
1. Encl. in ch. of the 8. O. for information & Com. to Mr. Colquhoun
Major G. M. Payne, Esq. Engr. Salem.
Recd. Dept.
General Dept.
Ed. F. R. Bantleman.

Library of the University of California, Berkeley

Date	Author	Title	Subject	Class	Accession	Notes	Remarks
1870	Payson	Charges	Law	1870	1870		
1871	Payson	Charges	Law	1871	1871		
1872	Payson	Charges	Law	1872	1872		
1873	Payson	Charges	Law	1873	1873		
1874	Payson	Charges	Law	1874	1874		
1875	Payson	Charges	Law	1875	1875		
1876	Payson	Charges	Law	1876	1876		
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1878	Payson	Charges	Law	1878	1878		
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1891	Payson	Charges	Law	1891	1891		
1892	Payson	Charges	Law	1892	1892		
1893	Payson	Charges	Law	1893	1893		
1894	Payson	Charges	Law	1894	1894		
1895	Payson	Charges	Law	1895	1895		
1896	Payson	Charges	Law	1896	1896		
1897	Payson	Charges	Law	1897	1897		
1898	Payson	Charges	Law	1898	1898		
1899	Payson	Charges	Law	1899	1899		
1900	Payson	Charges	Law	1900	1900		

1790. 4. 15. to by Spanish
cally, receiving the
1790. and built in that
the has thereby committed
an offence punishable
() does not bear up of the
() from 1790. ()
within the () and of
the Court of ()
it ()

That he, in or about
the 25th March deposited
the enclosed letter
in the office of the
General Post Office
at London, by which he
prepared a bill for
£14-7- for work
alleged to have been
done on the 1st

Channel well knowing
 that such work had not
 been executed and that
 he has thereby committed
 an offence punishable
 under Sections 109 & 110
 of the Indian Penal Code
 and within the cognizance
 of the Court of Session
 Hyderabad.

That he in or about
the 30th March 1870—
abett^d one Abraham
Chari, his partner
not in custody in
cheating the Govern-
ment of the aforesaid
sum, by fraudulently
receiving the aforesaid
bill and that he has
thereby committed a

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friends & as Co has long but has managed to surround himself with no reputation & no
-dinator all drawn from the part of the American where he (Edo Colquhoun) has been work-
ing before.

12. What is the nature of the connection between Mr. Colquhoun and the. Quinns? How was it
may be gathered from the following (see p. 10) in the house of one of the partners of the
Chare. In WWW the prisoner writes "How the better is better than a head" (Mr. Colquhoun
"private" (Chare) on "Angia" (the temporary female & Ex-policeman) and have it
"afterwards shown to the lady". XXX found with WWW was under 18.

For the man who asked for expense by previous Cheque 500 £ by order 500 £ sent to the lady as Madam 100 £. for expense 50 £ for the house he a 100 £ total 1500 £ now 150 £ total 1700 £ You sure to mention this privately and we can write it off in the accounts afterwards."

In another letter dated 8th December 1869 at unimpaired ability after the long period of work had been made over to him he says "if we get 25,000 we can make arrangements to 'best Certificate' for 38,000 we can only do this if the promised rates are paid."

"You must show the enclosed letter to the Gentleman" that the "Gentleman" means Mr Colquhoun and no one else is shown by the following letter "trusting the Gentleman's word for the 'Publisher' bridge (where the Contract referred to was filed to the firm by Mr Colquhoun and where 2 Witnesses show that Mr Colquhoun decided for some time) we have given advance and commenced work, but as orders are not given it is better for us to have nothing to do with the works of the range."

"After the Gentleman goes to another district we were thinking to work under him"

x x x x x

"You had better settle your accounts up to date and come and join me in the work here tell this to the lady. I was not there and"

"you have caused the Gentleman to get into this state"

13 The other Cases that I have taken up are the Clearance of sand in the bed of the river close by my present Camp at Piedra, and the Repair of the Livingston Land on the other side of the river. These Cases are as simple as the other Case is complex and different.

14. II The Channel in the bed of the river leading to the river had since was choked up with sand, and this taking observer sent in an estimate of about 2000 Rs. is clear to the estimate was never heard of again, and cannot now be found in the mean time, the Tewahpore people, whose land was supplied by the head sluice sent up labourers to clear the Channel as had manamant and had actually done much of the work, when Mr. Elgarham sent a written message through the Prisoner to the local fund over our (one of the main (subordinate) to prepare an estimate, the Prisoner said for about 1000 Rs. - which accordingly is with the Superintendent Engineer. Submitted an estimate for 845 Rs. with the measurement, or rather furnished to him by the Prisoner, who included,

HH
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14. The land was braced in November 1869 and the Sahibdar and Village headmen prepared an estimate for 25000 Rs. and this, they say, was duly approved. All the repairs requested. The lathy overcoat however came and prepared an estimate for 13000 Rs. and the work had no sooner been handed over to the prisoners than Mr. Colquhoun himself came & prepared another estimate for 3700 Rs. The prisoners however presented as in the former case, that damage was done by an alleged flood on December 11 and the local fund overcoat was ordered to send in an estimate for 4000 Rs. which he did in 8 days. The estimate was done in 8 days. The overcoat letter with which it was sent in was however still in record.

17. Shortly after the local fund overcoat went to Palamodah & then to Colquhoun. He told him of a bill showing that daily Collier to the amount of 1000 Rs. had been employed he accordingly sent a bill from his own handwriting. Collier's name cannot now be found for Dec 1009-6 and striking out the fraction he sent in a bill for a round sum of 1000 Rs. and this was paid & paid. There is ample evidence to prove that these daily Colliers were not employed and the prisoners account shows but 3000 & odd Rs. to have been spent on the repair of the tank.

18. To analyze the evidence on each of the charges. The witness readily admits that the prisoners had not commenced work on the other Channel when the second flood on December 11 occurred. But this must be considered to mean that he had not then commenced work in the other Channel which are at the bottom end of the Channel. The witness shows that the damage done must have been insignificant in proportion to the amount of compensation claimed, that no measurements were taken by any Government Officer for the earth work that was alleged to be damaged. That the prisoners' account of the damage was undoubtedly accepted by Mr. Colquhoun, and that he (2. Witness) was paid 3000 Rs. by the prisoners to further the prisoners' plans.

19. The plot for removing the estimate was executed in the presence of 7 witnesses who state that he was in the confidence of the prisoners and of Mr. Colquhoun. His statements that he was in their confidence in fact are in fact a statement of the fact that he was in their confidence in fact.

20. Further that a plot was on foot for "digging" the Government - or to that for particular purposes is shown by the prisoners. The prisoners' account of the fact that a plot was on foot for "digging" the Government - or to that for particular purposes is shown by the prisoners.

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typed that they had made, & the very fact that the account has occurred
is another proof, if one were needed of the fact of the presence on the D. Charges
since if one part of this bill of 7390 Rs is shown to be value it may be fairly presumed
that a part of the same bill are not wholly free from suspicion, and it
clearly, it is not the total, and the Evidence as noted in the preceding, and it
proves the fact that one part of this bill is false

22 The Evidence on the 7th & 8th charges is again mostly a matter of account
and content with the large sum of 9800 Rs as per the revised estimate. C. the
bills for which were paid from "Imperial funds" and passed through the Contol.
lens hands, an intermediate bill BB dated after some and signed other, bills
transferred to "Imperial funds" purporting to be for Cohen and sundries for the
"White Channel", was slipped into the Collection Office and paid from the "one lac
fund", the bills for which do not pass through the Contoller's hands. This bill was
never initiated or checked in the Range Office, and has as binder attached, but
is docketed as "Completed by Rangia hand". Previous papers transfer to Chari
received the money, and previous letters to him show that this transfer Chari
was the representative of the firm at Calcutta.

23 The 9th Charge is proved by account to MM & Q Q even without the Evidence
of Wednesday 2.7.10.11 & 12. The E. witness sent in an estimate for 200 Rs for
clearing some stone in the River at Chudhadi, but this estimate was never heard
of again. in the meantime the 10-11 & 12 witnesses brought their bills, and the
work and received as per MM 90 Rs from the Prisoner. Prisoner's Account
show this identical payment to have been made within a fraction of a Quarter
of a Rupee. but while the full was at work for Colquhoun sent a written
message through the Prisoner to the local fund Overseer to prepare an
estimate: the local fund Overseer prepared one for 845 Rs on data furnished

by the Prisoner, and told for Colquhoun, what it had done when the Prisoner to
submit a bill for Colquhoun, and "all right" and a bill for the full amount
of the 845 Rs was sent in without measurement on an alleged account received from a
Prisoner who cannot now be found. the local fund Overseer knew the whole proceeding
to be false and the 10-11-12. Within two weeks that an estimate had been framed.
there is further documentary Evidence to show that the bill, L.L.L. is value for on 11th
March 1870 the Prisoner wrote to the Colquhoun M.M. to say that work on this
particular Channel had been steadily progressing up to that date (it) whereas the
pretended voucher attached to the bill L.L.L. account for work stayed to have
been performed between 21st March & 1st April 1870 as earlier date.

24 On the 10th Charge the Evidence is very conclusive. 19.20.21 witnesses
show that the bridge pillars performed the work on the 19th & 20th & 21st
and that they themselves were constantly there, looking after the work, that
the rates actually paid were very low & were by the Cubic Yard, and
that if any daily Cohen were employed, it was to a small extent.
the local fund Overseer admitted that he was ordered to make out this
account by the Colquhoun himself; that he accepted the rough
statement HH prepared by a Praver who cannot now be found; that the
Praver's bill (JJ) in round figures for 1000 Rs as per order received,
that no daily Cohen were employed by the Prisoner except for stuffing
and tamping, and these items were separately allowed for in the estimate,
and that he was aware at the time that the account was false
but sent it in under no one. the Prisoner Overseer corroborated this &
owns that the account was false; while the Range Road Account
ant cannot say that this account was checked in his Office.

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proceeding might have
to form an opinion upon
the Evidence, to Evidence
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the Superintendent's Inferior has further endorsed on the face of JJ that it has not been checked in any way by the Q. J. Officers.
 25 The 11th Charge is established by the Prisoners' books, the bulk of which were given, by 13 witnesses and produced before the Court. A Cash book shows for the period between October, 1869, December, 1870, the 1871 period and 1872, inquiry, was taken from the Cash book, and was only produced next day by the former owner, Agent, Mr. Grice. The Cash book and ledger, have been duly seen, compared with the former the figure 10 shown in the account NN to have been paid, to 14 witnesses have been added into 1000000 with the Cash book and ledger Q Q R R have an interpolation to the effect that 1000000 were sent to Cuba heavily for the latter Channel on the 27th February. The statement having been released of change of the latter Channel, long before, and being believed by 2 witnesses to have justified the district in January.
 26 The Prisoners' own letter T T T T, to Mr. Colquhoun too shows that less than 200000 worth of work was needed to complete the Channel. Early in January, which though an un- doubtably false statement was probably made as a cover for an advance on account. If it was a true statement however, it was hardly likely that 1000000 would be paid without a Voucher to Cuba Ministry as late as 27th February, and still more, unlikely that another 1000000 should be paid to him on account of the same Channel as late as the 28th March.
 27 The 12th Charge is 100000000 P P as well as the evidence of 14 witnesses show that earth work to the full amount of the 100000000 and 14th more, had been executed on the Channel under his management, and that all was completed by the 18th March; and though he leaves a deep hole, to shelter his later sower (Prisoners) by

saying that Cuba Ministry sent in some accounts which, he (Carter) was told to incorporate with the 12th, which he refused to incorporate (a very unlikely story) these accounts are not forthcoming, and, if they are, it is not at all a loan and interpolations of prisoners in the Cash book and ledger, they would be disproved, if they did come.
 28 The 13th Charge is by a review 1000000's sent to Cuba Ministry in the 28th of March in the Cash book has no correspondence in the ledger, and as the ledger was seized on March 1st day earlier than the Cash book and ledger, some days after this inquiry commenced and as the Cash book was not in the office when the ledger was found, there was no doubt a practical difficulty in comparing the two together, making both correspond.
 29 The object of these letters is evident, as a prisoner (Inquiry has been found for some little time on the very point to which these letters refer, and the prisoners might reasonably have anticipated that his house and office (within a short distance of my camp) were likely to be searched any day, moreover he took great trouble to secure a passport for himself to the Inquiry in his partner's house at Chancery Lane, as shown by 13th 17th witnesses. The prisoners' fault in this charge also, is not only that they established 30. The 14th witnesses in this case, the Cash book was found to be a prisoner, but to have been allowed to turn, approve I have seen granted a full pardon for his share in their own actions under the provisions of section 209 of the Code of Criminal Procedure. Although, that witnesses, the local fund overseer, fully vindicates himself in his evidence that he has not been made a prisoner as he occupied a subordinate capacity & merely acted under orders.

Q Q

R R

Q Q

what

31 (In a short statement taken from the prisoners in the course of Enquiry he denies that he applied for the release. It is allowed him by Mr. Colquhoun and a lawyer that he merely accepted what was offered to him. This is disproved however by a letter KKK from prisoners to Mr. Colquhoun asking to be allowed 25 Annas a year for 2 months work.

32 (The prisoners plead is not guilty but a prima facie case has been clearly established against him, and the Magistrate therefore resolves to commit him for trial before the Sessions Court. Warrants have been issued for the apprehension of (Rathnam Kudali and Anantia Char. Mr. Colquhoun has already been ordered to be tried by a Special Commissioner under the provisions of Act XXXVII of 1850 & pending further orders from Government the Magistrate therefore has taken no proceedings against him.

33 (The prisoners object for his defence Colonel Wilkinson Major Hindustani and Lieutenant Shepherd, all of the Royal Engineers, and now serving in different parts of the Country. Major Sayre of the Staff Corps. Mr. Hughes an Assistant Engineer employed on the Amrit Works. Mr. Colquhoun, Sergeant Cotton and Mr. Taylor all of the Public Works Subordinate Establishment. Lieutenant Fortman the Inspector Tendant of Police. Two District Munsiffs. a Tahildar. the Nagar Ahmedtadar. Mr. Bird Assistant Collector, and finally the Sessions Judge & District Magistrate. Of course, besides many other witnesses. It is remarkable however that he does not cite Ramasami Pillai Suba Munsif or the Leon Chandaralingum all of whose evidence would be material to his defence if a true one. of course all these officers cannot be summoned when most of them know nothing of the points

at issue - (Colonel Wilkinson has had no connection with the District by doing the record under Enquiry, and consequently knows nothing of the particular works with which the prisoners are connected. Both the Sessions Judge & District Magistrate have been away from the District during the whole period under Enquiry. Mr. Bird has only just joined the Service. the Superintendent of Police is not cited for any particular purpose. He is in Cuddapah & the accounts required from him are here on record. as also are the accounts required from the Tahildar of Indhar. the Nagar Ahmedtadar has even requesting the Magistrate as a Municipal Officer throughout the Enquiry, & the two District Munsiffs are merely cited to spread what occurred prior to the Enquiry, at a time when the prisoners begged to be let off in consideration of his performing all faulty work. the District Magistrate therefore resolves to exercise his discretion vested in him under section 228 of the Code of Criminal Procedure & declines to summon Colonel Wilkinson. Sergeant Cotton, the Tahildar of Indhar, the Nagar Ahmedtadar, the two District Munsiffs, the Assistant Collector, the Superintendent of Police, the Sessions Judge & the District Magistrate; but he will summon all the other witnesses cited for by the prisoners.

34 (The Major Hindustani & I am now serving in Madras the prisoners have been requested to deposit a sum of 500 Rs for that Officer's expenses to Rs 400 under the provisions of section 228 of the Code of Criminal Procedure.

(The Copy)

At Lucknow

(District Magistrate)

signed (R. R. G. G. G.)

District Magistrate.

27

No 388. Est. March 1871
3-85.
Under date 28 Feb 71

57

Under the cir-
cumstances reported
in this letter the
Government resolve
to cancel their orders
of the 13th January 1871
No 90, and to direct
that the charges against
Mr. Sub Engineer
Colquhoun be dealt
with in the ordinary
course by the
Magistrate.

N.

J. B. S.

M. W. C.

M. J.

P. W. C. 165-75-07/71
Under Secretary
to the Govt.



The S. Eng. in ch: of the 8-De from
 - for the 1st & Commencement to
 1. A. M. Greer Esq. - Coll. of
 2. W. M. Magistrate of Lincoln
 5. Controller
 Mayor G. W. Squire Esq.
 + Rev. Dea
 + Just Dea
 Dec 8/2/71

Pro 13 January 1871 N^o 182 C 157

GOVERNMENT.

PUBLIC WORKS.

To Mr Macgregor Esquire
Collector of Malabar

Further Pro N^o 405 8/9 Feb/71

1/1

3 Feb 1870 No 388.

Nos 1827/85

By whom, Mr Sub Eng^r
is appointing a
person to require
the charges against
him and orders
for the case being
settled in the
my course by the
strate.

10/2/71 Dec 8/2/71