No. 312. From the Honourable J. D. MAYNE, Acting Advocate-General, to the Secretary to Government, Revenue Department, Fort St. George, dated 12th January 1872.

WITH reference to the papers connected with the case of Mr. vanIngen and Veerasawmy Pillay, forwarded to me by Mr. Wellesley on the 8th January, I beg to offer the following as my opinion :—

1. I do not think that any criminal prosecution could be successfully maintained against Mr. vanIngen. The case against him stands thus :—He enters into a contract with Mr. Turnbull for cartage of timber at fixed rates. He entrusts Veerasawmy Pillay with the duty of carrying out this contract. Veerasawmy admittedly makes an advance of Rs. 200 to a carter to convey timber to the Government depôt under this contract. Mr. Turnbull informs Mr. vanIngen that he has measured some timber as deliverable under the contract. Veerasawmy informs him that he has measured a further quantity under which Rs 2,000 is due to him. Veerasawmy gets a cheque for that amount cashed, and pockets the greater part of it. It is clear that upon these facts no conviction could be obtained against Mr. vanIngen. It may possibly be that he obtained his contract on very favourable terms from Mr. Turnbull by means of his friendship with him; but I see no reason to doubt that the contract was a *bonâ fide* actual contract, which Mr. vanIngen intended to carry out, and which he believed was carried out to an extent sufficient to entitle him to receive the proceeds of the cheque.

2. As regards Veerasawmy, of course, the case is different. He had within his reach the means of knowledge which Mr. vanIngen had not. If he knew that nothing had been done under the contract, or not enough to entitle Mr. vanIngen to Rs. 2,000, then he was guilty of a criminal offence in getting the cheque passed for Rs. 2,000. It will rest upon the prosecution to make out affirmatively that Veerasawmy knew that no logs corresponding to his measurements had been delivered under Mr. vanIngen's contract ; the evidence of the carters, if believed, would, of course, go far to negative any such delivery. But one of them, Daly Venkata, admitted that he received Rs. 200 from Veerasawmy for cartage under Mr. vanIngen's contract. It appears to me very unlikely that such a payment should have been made if, as Venkata says, Veerasawmy was at the same time informed that Venkata was not in a position to do any work for him until a future and indefinite period. The other carter Oonapah also admits having received an advance of Rs. 10 for twenty carts from Veerasawmy Pillay, though he also says that he only carted wood for Government. Probably, on cross-examination, it would turn out that they had no means of knowing whence the wood was obtained which they actually carted. It also appears that measurements have been made by Mr. Cherry, which negative the fact of any wood having ever reached Goundry depôt corresponding to that which Veerasawmy alleged that he measured. It does not appear when Mr. Cherry made these measurements (see Major Beddome's letter to Government Secretary, 6th December 1871). If Mr. Cherry, or any other officer, was at Goundry at the time when these logs are asserted to have been delivered, and can prove that no timber of corresponding measurement was ever received into the depôt, or that such timber or part of it

Read the following letters :—

No. 311. From the Conservator of Forests, to the Secretary to Government, Revenue Department, Fort St. George, dated Ootacamund, 6th December 1871, No. 719.

With reference to the Government Order No. 951 of the 30th May last, I have the honour to forward a letter* from Colonel Morgan, the officer in charge of the Wynaad forests.

* No. 945, dated 20th November 1871.

2. Mr. Cherry informs me that he himself measured the logs in question, and that he still has his rough memorandum made on the spot, and that he can satisfactorily prove that Veerasawmy's list is entirely a fictitious one. Both Mr. Cherry and the cartmen in question can prove that no carting whatever was performed on behalf of Mr. vanIngen. No further evidence is procurable, but this would appear from Mr. Handley's letter to be sufficient for the conviction of Veerasawmy for abetting Turnbull in a criminal breach of trust and for incorrectly framing a record. If Veerasawmy was tried and convicted on these charges, and it was clearly proved that no carting was performed for Mr. vanIngen, it would, I presume, greatly facilitate our bringing a civil suit against the latter for the recovery of the money.

3. I would suggest that Colonel Morgan be allowed to ask Turnbull if he will explain the circumstances under which the cheque for Rs. 2,000 was granted to Veerasawmy; as yet there is nothing to prove that the money was ever intended for Mr. vanIngen or for any other purpose; it was simply a cheque granted to the Overseer. In any case Turnbull might be summoned as a witness, and the whole facts would probably then come out.

Enclosure No. 1.

From Colonel H. R. MORGAN, Deputy-Conservator of Forests, to the Conservator of Forests, dated Ootacamund, 20th November 1871, No. 945.

With reference to G. O. dated 30th May 1871, No. 951, I have the honour to inform you that, after instituting inquiries from Mr. Cherry and Mr. Winter, I am unable to obtain any more evidence against vanIngen and Veerasawmy than the following :—

1. That the two cartmen have deposed before the Magistrate that they carted no timber for vanIngen.

2. That Mr. Cherry is a witness to the fact that Veerasawmy's list of the timber stated to be at Goundry does not correspond with the timber lying there, nor with any list of timber in the Office Register (letter No. 48, May 1869.)

3. That, according to the above evidence, vanIngen has done no work for his 2,000 Rs., nor can he rely upon Veerasawmy's false list.

4. I was in hopes that Mr. Winter might have collected further evidence, hence I delayed closing the subject. I herewith forward the papers received from the Central Office.

Proceedings of the Madras Government, Revenue Department,
26th January 1872.

was received but independently of Mr. vanIngen, then the case against Veerasawmy would be made out. The papers before me at present do not come up to what would be required.

3. Supposing the above facts to be made out, the next question is what offence do they make out ?

4. Either Turnbull was cognizant of the fraud which was being committed or he was not. I cannot find upon these papers any direct evidence that he was so cognizant. He was certainly guilty of culpable negligence in his official duties, but it is by no means clear that, when he passed the cheque, he may not have taken it on Veerasawmy's word that a part delivery had been made, and if so, then Veerasawmy committed the offence of cheating; and, as he was at the time bound to look after the interests of Government in the Forest Department, he would be indictable under Section 418 of the Indian Penal Code. He would also have committed an offence under Section 182. If, on the other hand, Turnbull knew of the fraud, then he committed an offence under Section 409, and Veerasawmy who abetted him in it would be punishable under that Section and Section 109. He would also be punishable under Section 176. I do not think a charge under Section 218 would be sustainable. The only writing which, as far as I am aware, Veerasawmy has framed incorrectly is his list of measurements sent to vanIngen. But this was framed in his capacity of agent for vanIngen, and not as a public servant. If he had sent in a similar list to the Forest Department in his official capacity, he would, of course, be punishable under Section 218. I do not think that any offence has been committed under Section 193, as the fraudulent list was not fabricated for the purpose of being used in any stage of a judicial proceeding.

No. 313. Order thereon, 26th January 1872, No. 159.

Forests, No. 20.

The Conservator of Forests is directed to place himself in immediate communication with the Government Solicitor in view to the criminal prosecution of Veerasawmy Pillay under Sections 409 and 109 of the Penal Code.

2. It is to be regretted that the Conservator, who, by G. O. dated 30th May 1871, No. 951, was directed to obtain the requisite information as to the measurements of the timber at Goundry depôt, should have allowed nearly six months to elapse before furnishing a report which might have been submitted almost immediately.

(True Extract.)

(Signed) W. HUDLESTON,
Secretary to Government.

To the Conservator of Forests.
,, the Government Solicitor.
,, the Board of Revenue.

Exd. F. R. Bantleman.

Govt. of Madras.

REVENUE.

To

THE CONSERVATOR OF FORESTS.

&c., &c. &c.

Dated January 26th.

Recd.

G. O., 26th January 1872, No. 159.

JANUARY.

Nos. 311—313.

Overseer Veerasawmy, late of the Forest Department.—Conservator of Forests directed to place himself in communication with the Government Solicitor in view to his criminal prosecution in connection with the timber defalcations in Wynaad.

Vide 1872 Jany
from the Conr of Forests
P.J. Feby 1/72.
from Govt. Solicitor to Nilgiris
Cons 1253

Office of Conservator of Forests,

No. 719.

Ootacamund

6th December 1871.

From

Major R. A. Beddome

Conservator of Forests.

To

W. Hudleston, Esqre

Secretary to Government

R. D.

Sir,

With reference to the Government Order No. 951 of the 30th May last, I have the honor to forward a letter from Colonel Morgan the Officer in charge of the Wynaad forests.—

× No. 945 dated 25th November 1871.

2.— Mr. Cherry informs me that he himself measured the logs in question and that he still has his rough memo made on the spot and that he can satisfactorily prove that Veerasawmy's

list is entirely a fictitious one. Both
Mr. Cherry and the cartmen in ques=
=tion can prove that no carting what=
=ever was performed on behalf of Mr.
Van Ingen. No further evidence is
procurable but this would appear
from Mr. Handley's letter to be suffi=
cient for the conviction of Veerasawmy
for abetting Turnbull in a Criminal
breach of trust, and for incorrectly
framing a record. If Veerasawmy
was tried and convicted on these charges
and it was clearly proved that no cart=
=ing was performed for Mr. Van Ingen

it would I presume greatly facilitate our
bringing a Civil Suit against the latter
for the recovery of the money.

3.- I would suggest that Colonel Morgan
be allowed to ask Turnbull if he will ex=
=plain the circumstances under which
the cheque for Rs. 2000 was granted to
Veerasawmy as yet there is nothing to
prove that the money was ever intend=
=ed for Mr. Van Ingen or for any other
purpose, it was simply a cheque granted
to the Overseer, in any case Turnbull
might be summoned as a witness and
the whole facts would probably then com

G.C. 30 May 1871 No 3951-54.
Cut up papers for Orders thereon

Revenue — 1871-72

Forest Department.

From The ~~No. 3924~~ Conservator of Forests

To The Secretary to Govt. R.D.

Dated 6th December 1871
Despatched 8th

No. 719
Enclosure. No. 1. Odd

Subject.

Replies to G.C. No. 951 of the 30th May 1871.-

Papers to be returned

S.G. No. 159 28 Jany/72

C. 13 Jany/72 R19

Have the honor to be,
Sir,
Your most Obedient Servt.
D. Ballace Major
Conservator of Forests.

Rec: 1872: Dept
No 157.

From
The Ag Adv: Genl

Dated 12th } January 1872
Rec: 13th }

Forwarding opinion
with reference to the papers
connected with the case
of Mr Vandegen + Veerasamy
Pillay

J.C. Dr. 159 - 26 Jany/72

No 311-313

C. 13 Jany - R 19th

List of Uncovenanted Servants who have attained the age of 55 years.

District	Name of Individuals	Official Designation	Monthly Pay	Age	Remarks of the Board of Revenue.
			Rs as p	yrs m d	
	Kithary Kuppum Vencata Rau	Vernacular accountant Collector's Office	20 —	55 —	The Board support the Collector's recommendation.
	Theruthum Streenevasa Rau	Shroff Chendragherry Taluq	15 —	56 —	
	Nallam Subba Rau	Gumastah Chittoor Taluq	15 —	56 —	
	Kadamala Annaviah	Revenue Inspector Palmanair division	20 —	61 —	
	Chittoor Gungadara Rau	Gumastah Gudiattum Taluq	20 —	55 —	The board support the Collector's recommendation.
	Vallore Vencata Rau	Revenue Inspector of Do.	20 —	55 —	
	Jarroovallam Vencata Rau	Sheristadar Vallore Taluq	60 —	57 —	
	Kunchi Varadaraja Mooddly	Gumastah Do	20 —	57 —	
	Yerramachatty Vencata ramah Naidoo	Revenue Inspector Polur	30 —	57 —	
	Sholingapooram Krishna Rau	2nd Do Wandawash Taluq	25 —	59 —	
	Oragunti Sashiah	Gumastah Arcot Taluq	20 —	55 —	
	Arcot Kuppiah	Shroff Wallaja Taluq	15 —	60 —	
	Velapakum Menie sawmy Iya	Gumastah Terropathy Taluq	15 —	59 —	
	Teroovalam Siva Rau	Gumastah Kangundy Division	15 —	55 —	
	Nellore Vencata Rau	Do Do Do	15 —	55 —	The Board support the Collector's recommendation.

Revenue Board Office
Madras 14th December 1871

W. Pennington
Sub Secretary

North & West.

W Gwatkin
Cpd Tirukappiny

Revenue Department

Memo for orders.
on C. No. 3924

Question. Whether a Criminal charge is to be brought by Govt. against Veerasawmy Pillay, late an Overseer in the Forest Department, & against Van Ingen, a contractor for connection in Turnbull's malversations.

For
1. a concise account of the nature of Turnbull's fraud, and the circumstances connected therewith, up to the date of his leaving India, reference is requested to a letter from this Govt. to the Govt of India, dated 13th January 1870, No 88—

2. The amount (including a small sum afterwards recovered) of Turnbull's defalcations in the Wynaad Range, was

as

Enclosure in Proceedings of the Board of Revenue to the Secretary to Government, Revenue Department, dated 14th December 1871, No 3722

Petition of Encumbered Tenants who have attained the age of 55 years in the District of North Arcot.

R 139/72
Rec 31 Dec 71

as follows

	Rs
(1) Amount paid to him as Forest Overseer by certain Merchants of Imperane, as the price of Timber purchased by them	33,600
(2) Abstracted by Turnbull from his Cash Chest	712
(3) Proceeds of Cheques on Forest Funds drawn by Turnbull, and cashed at Manantoddy	2,000
Total	36,312

3. This Memo is only concerned with the 3d item, Viz the cheque for Rs 2000 –

4. On the 1st January 1869 Rs 5000 were placed in the Manantoddy Treasury, as the Forest contribution towards the Coorg Road. This sum ought to have been at once handed over to the D. P. W. by transfer, but no such step was taken, and the Manantoddy Treasury Officer regarded it in the light of Forest Funds, at the disposal of Turnbull, who, as Officer in charge of the Wynaad Range, was entitled to draw cheques at the Manantoddy Treasury.

5. This item, of Rs 5000, was the source whence Turnbull drew his cheque for Rs 2000 –

6. On Decr 3?, 1868 * Overseer Turnbull (who it must be observed was acting irregularly in making any ~~Forest~~ Timber Contract without the Conservator's consent) executed a Contract for casting timber with one * Harry Vandugen, whereby the latter bound himself to deliver two hundred Logs monthly for five months, viz from 1st Nov: 1868 to 31st March 1869, and Turnbull, on his side, agreed to pay Vandugen certain specified rates, per Cubic foot, for the timber so delivered. According to the terms of this agreement, Vandugen was to "abide by "the measurements made "by the Sub. Assistant Conservator

* at the Coondy Depôt

* Vandugen states that he commenced work on this date, on the strength of a previous verbal contract with Turnbull.

"Conservator or his subordinate
"for the time being". This
agreement was executed
at Seypore, Vandugen having
according to his own account,
previously visited Manan-
-tody and satisfied himself
as to his ability to undertake
the contract.

7. Venasawmy Pillay,
a Sub. Servant of Turnbulls,
now appears upon the
scene. This individual
who ought, of course, to have
checked the work performed
by Van Ingen, was actually
deputed by the latter, and
consented to act, as his
agent, in receiving money
as it fell due on the terms
of the contract. Vandugen,
on his part, was so confident
of fair treatment at the hands
of Turnbull & Venasawmy,
that he proceeded to
Bangalore, and by his own
admission,

* Letter from Vandugen to Major Beddome, dated 26th March 1869

10

admission, was not
"present on the spot where
"his work was being performed"*

8. Van Ingen made
certain advances to the
cartmen for the performance
of his contract. According
to his statement, before
the Commissioner of Police,
he advanced Rs 300 in
November 1868 (before
his contract was executed)
and he subsequently
allowed himself to
be liable, to Venasawmy, for Rs 350
more. On the
other hand, of the
Cartmen who were
named as having
done work for Van
Ingen, one denied
before the Deputy Magistrate
having received any

advance at all, and the others stated that he only received Rs 200.

9 So that Vandegen appears as a claimant of Rs 2000, for work which, supposing it to have been performed, only cost him Rs 650 by his own admission. Furthermore, this work, as he states, was performed by Govt Cartmen, acting under the orders of two Govt overseers, and paid by them: the Contractor himself not thinking it worthwhile to superintend his own work. The first question which presents itself is, why, under such circumstances, the intervention of a Contractor should be called in at all. On

10. On 15th December 1868 Turnbull (who was just then absconding from his range) writes to Vandegen as follows (Copy of letter certified by Vandegen)

"Chidalatk"

"My dear Van"

"I got in here yesterday
"afternoon. No logs yet at
"Goorday but I measured 150
"for you a few miles off"

11. The scene now shifts to Madras. On the 22nd December 1868, Overseer Veeraswamy, dating from Madras (but not stating why he went there) addresses Vandegen

"Most respected Sir,
"I most humbly beg to
"inform you that I have
"measured on your account
"230 logs of teak carted
"both by Ronapah & Dally
"Venkata (the Govt cartman)

during

"during the month, the copies
"of the measurment will be
"given to you as soon as it
"is prepared. As directed by you
"I have drawn a Cheque
"for Rs. 2000 and the same
"was forwarded to Manantoddy
"to be cashed. I believe I
"will get the cash in a
"day or two - on receipt of
"which I will immediately start
"to Bangalore and disburse to
"you." Not receiving any
answer Veerasawmy wrote
again on the 29th December to
a similar purport.

12. Here it must be
observed that if Turnbull's
statement that no logs
were at Goondry on the 15th
was correct, it is highly
improbable that Veerasawmy
writing from Madras on the
22d can have told the truth
when he said that he had
measured 230 logs and that
Rs. 2000 was due to
Van

Turnbull says he had
measured 150. a few
miles off.

Van Ingen, for it must be
remembered that no money
at all fell due to Van Ingen
until the logs were brought
to Goondry. This is an important
point.

13... Van Ingen in reply to
Veerasawmy's letters addresses
him as "My dear Veerasawmy"
and requests him to send the
Rs. 2000 soon, as he was "very
"hard up and (cause not stated)
"very anxious and troubled in mind."
The next letter from Veerasawmy
to Van Ingen dated Madras
4 January 1869 recounts
the hitch about the
cheque which will
be referred to hereafter.
Van Ingen soon after
comes down to Madras
and on 26 January 1869
Veerasawmy also at
Madras addresses
him as follows.

"Sir"

"In pursuance of your
"order I herewith send
per

"per bearer Venkatapaumy
"Naidoo the sum of Rs. 300
"and beg you will kindly
"receive it".
To which Vandiegen replies
"My dear Veerasawmy Pillay
"Very many thanks. I received
"the money safely (three
"hundred rupees)".
14. Although Veerasawmy throughout represented himself as the drawer of the cheque this was not in reality the case. Turnbull drew it. He drew it on the Manantoddy Treasury on or about the 18th December but post dated it January 6th. It was drawn in favour of Veerasawmy Pillay. Veerasawmy tried to get it cashed in Madras and endorsed it over to several natives but they appear all to have refused to take it

*para 2 of Beddome's letter printed with G. C dated 13th January 1870.

it, and it was eventually discounted by Arbuthnot & Co. The Manantoddy Tahsildar refused to cash it when first presented, but the question was referred to the Deputy Collector who decided that the cheque was negotiable and must be cashed. It is unnecessary to go any further into this part of the affair

affair which does
not concern the
real questions at issue
15. When it came
to the knowledge of
the Conservator that the
Cheque had been
drawn, Veerasawmy Pillay
was arrested in Madras.
It turned out that he
had invested Rs. 1000
out of the Rs. 2000 in the
bazaar. Of the remaining
Rs. 1000 a portion was found in
his possession and Van Ingen
admitted having received
Rs. 450 of which Rs. 300 appears to
have been paid by Veerasawmy
before

No. 2

Police Commissioner's Office,
Madras, 8th January 1872.

THE COMMISSIONER OF POLICE,
MADRAS.

THE Under Secretary
to Government

{your / Office letter} No. 4 dated 5th January 1872

HAS the honor to state that neither statement nor depositions were taken by the Ag. Commissioner of Police from the Veerasawmy referred to, as far as can be ascertained from the records now in this Office.

W. Edwards

Commissioner of Police.

From

The Commissioner of Police,

Madras,

To

The Under Sec: to Govt

No. 2 of 1872.

Dated 8th January 1872.
Received

I forward the statement and depositions were taken from the Veerasawmy

before he had obtained the proceeds of the cheque.

16 Veerasawmy was brought up before Major Tennant the Commissioner of Police in March 1869. He summoned Vandrugen as a witness: the facts summarised above were then brought forward as evidence. Vandrugen filed a copy of his contract with Turnbull and acknowledged that Veerasawmy was his agent. He also filed a list given him by Veerasawmy said to contain the measurements of 336 logs carted on his behalf

behalf. Veerasawmy on his part named Oorapah and Dally Venkata the Govt. cartmen as the parties who had carted timber for Vanlingen. No evidence to discredit these statements was laid before Major Jen-nant, and he accordingly dismissed the case against Veerasawmy and restored to him so much of the Rs. 2000 as had been impounded.

17. Major Beddome then determined to test the correctness of Veerasawmy's

Veerasawmy's assertion that Oorapa and Dally Venkata had performed work on Vanlingen's be-half. Both these cart-men were (on different occasions) brought up before Mr. Underwood the Deputy Magistrate of Wynaad. Dally Venka-ta, one of the cartmen stated that he had carted 310 loads to the Goondry depôt but that these were all carted on be-half of Government. He admitted that he had received Rs. 200 from

from Veerasawmy
on behalf of Van Ingen
as an advance but de-
=nied that he had done a-
ny work for this sum,
as he had refused to do
any work for Van Ingen until
he had performed his contract
with Govt. Conapah the
other cartman denied that
he had ever performed any
work for Van Ingen or re-
=ceived any advance from
him.

18. Furthermore Wm.
Cherry who was in charge
of the Wynaad range in
1869 is a witness to the
fact that the list of
measurements of timber
given

~~given by Veerasawmy~~
to Van Ingen and ~~proofs~~
=ing to represent the timber
~~casted~~ on Van Ingen's behalf
~~is an entirely fictitious one~~
i.e. that it does not at all
correspond with the timber found
at Govt depôt.

19. Major Beddome then
informed, reported the facts
of the case to Govt who (G.
O. 8th May 1869) referred
it to Mr. Norton who treated
the question merely as it
affected the possible fault
of Van Ingen. He thought
the Govt would have no
very uphill task in
any action they might
bring

bring against Vanchagen
because the evidence main-
-ly rested on the depositions
of the cartmen which
he considered untrust-
-worthy (G. O. 22d May 1869.)

20. The question was
allowed to lie over for
a space in the hope that
Turnbull's trial would
throw more light on it,
but this hope has not been
fulfilled. It is to be regret-
-ted that the Conservator
who by G.O. dated 30th May
1871 was directed to insti-
-tute certain enquiries
relative to the measurements
of

of the timber at Goondry
depot should have allowed
nearly six months to elapse
before furnishing a report
which might have been sub-
-mitted almost immediately.

21. All the facts of the
case have now been detailed
and it only remains to refer
to Mr. Handley's opinion
as to the probable result
of a criminal prosecution
of Veerasawmy (G. O.
dated 30th May 1871.)

22. Mr. Handley does
"not advise the institution
"of any proceedings Civil
"or Criminal against Van
"Ingen at present." He is
of a rather different opinion
with

with regard to Veerasawmy.
He observes - "if it really
"can be established by satis-
"factory evidence that no
"timber has been carted
"by Van Ingen or by any
"person on his behalf, it
"follows that the measure-
"ments produced are false,
"and Turnbull in drawing
"the cheque for payment for
"work done committed
"criminal breach of trust."
He observes that "the cart
"contractors are clearly inter-
"ested in denying having
"carted for Van Ingen, because
"their doing so would be a
"breach of their contracts with
"Govt." He thinks that the
only offences which can be
charged against Veerasawmy are (1)

Abetting Turnbull in
"criminal breach of trust
"as a public servant (Secs
"409 & 109 of the Penal
"Code) & (2) being a pub-
"lic servant incorrectly
"framing a record or
"writing - viz the account
"of measurements of timber
"(Sec 218)

23. The second charge it is submitted could not be substantiated. The wording of Sec: 218 makes it necessary that the record should have been framed by the public servant in the execution

execution of his duty as such. In Veerasawmy's case, the record was drawn up by him not as the servant of Government but as the agent of Van Ingen Veerasawmy and as such he produced it in Court.

23 It would be far simpler to prosecute Veerasawmy on the charge of "fabricating "false evidence" (Sec: 193)

24 It is therefore submitted that proceedings should be at once instituted against Veerasawmy under Secs: 409 (coupled with sec: 109) and sec: 193 of the Penal Code.

25 Next as to Van Ingen

According to Mr Mayne a charge of "fabricating "false evidence" could not be maintained, because the document in question was produced in a Police Court - not in any stage of a judicial proceeding. This charge therefore might be omitted: in which case the prosecution will rest solely on the charge of "abetting criminal breach of trust"

20

Van Ingen both the Advocate General and Mr Handley have expressed an opinion adverse to prosecuting him, but there cannot be any doubt as to his complicity in a mean and impudent fraud perpetrated on Government. There can be no doubt that he pocketed part of the proceeds of the cheque for Rs 2,000. This he admits. If the evidence of the cartmen is to be credited (and there is not the slightest ground for discrediting it) he did nothing for the money which he received and his

his intimacy with Turnbull and Veerasawmy must have made him aware of the nature of their proceedings. It can be shown that he met both of them in Madras in January 1869 just as Turnbull was absconding from the Country.

26. In all probability the contract deed between Turnbull and Van Ingen was a sham document altogether. It purports to have been executed at Mysore by Turnbull and ~~Van Ingen~~ Veerasawmy on 3 3/4 Dec.r 1868, but it is far more likely that it was concocted at Madras

a

a fellow traveller. It was just the very thing required in order to enable Veerasawmy to pocket something at the last moment of Turnbull's stay in India. This notion is borne out by the fact that Veerasawmy was a witness to the document, and he, Turnbull and Van Ingen were all together in Madras in January 1869. Van Ingen for this was probably for the first time and for a consideration appeared upon the stage as a contractor for carting timber in Wynad

It

26. It is therefore submitted that Von Igel should be prosecuted under Secs: 409 & 109 of the Penal Code for abetting Turnbull in criminal breach of trust, and under Secs: 193 & 109 for abetting the fabrication of false evidence.

Sir.

Since this memo was written Mr Mayne has been applied to for his opinion. His letter is just as the writer thinks that the prosecution if prosecution might be advisable but not that of Von Igel or Stic.

Sir.

Noted by Sir.

I think the charge agt Von Igel & Stic abetting Turnbull in breach of trust may perhaps be established. I submit that Major Erskine may be instructed to attend in the Supt. Court Lands for prosecution.

13.1.92.

Secretary. As agent Von Igel proceedings should be withdrawn. He will have an opportunity in the Criminal Court to answer

Mauro

Proposed change against Verasawmy Pillay, late overseer in the Forest Dept.

Special Circ

C. 13 Jany/72 Rlg

Revenue Dept.

No. 159

Proceedings of the Madras Government

Under date the 26th January 1872.

Read the following letters.

From the Conservator of Forests — Replying to G. O. regarding prosecution of Overseer Verasamy for abetting Turnbull in criminal breach of trust. — H. E. 6th Decb: 1871, No. 719

Ag: Advocate General — Forwarding opinion on the above case. — 12 Janry: 1872,

The Conservator of Forests is directed to place himself in immediate communication with the Govt. Solicitor in view to the criminal prosecution of Veerasawmy Pillay under

under sections 409 and 109
of the Penal Code.

2. It is to be regretted that the Conservator who by G. O. dated 30th May 1871 No 951 was directed to obtain the requisite information as to the measurements of the timber at Goondy depôt, should have allowed nearly six months to elapse before furnishing a report which might have been submitted almost immediately

Lieut. By Order

13 To the Conservator of Forests Dec 31 Jany Ind Cash Dec 26
4 " The Cond Collector " " Cash " 26
14 The Board " "

No. 3111-213

f. 16

Petition of Lewis
Cutler of Plaistow
Samuel Colby
late of Amesbury