

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No.	452	Press	116
Dated	13		

Not to be folded or roughly handled

No. 30. Read the following letter from Colonel ~~_____~~ ABER, Chief Engineer; to H. FORBES, Esq., Acting Secretary to Government, dated 18th August 1857, No. 3016.

SIR,

1. In para. 62 of Extract Minutes Consultation No. 961, dated 19th May last, Government in remarking on these parts of Mr. Tuke's report on the river Sebberry, which referred to teak forests, observed, that Mr. Tuke's Proceedings were apparently not authorized by Lieutenant Haig, expressed their decided disapprobation of them, and desired to be informed of the circumstances under which the timber was taken, and what eventually became of it.

* Dated 16th July 1857.

2. I have now the honor to forward copies of Mr. Tuke's report* in reply to the observations of Government, and of a letter No. 45, dated 20th Ultimo, from Lieutenant Haig.

3. From Mr. Tuke's report it appears.

1st. That he entered into contracts, on account of Government, with the Rajah of the Beejee Talook for a supply of any teak timber that he might require, exceeding 4 cubits in circumference, and that a Goomastah, and two Peons were employed in searching for trees of the required size.

2nd. That the timber cut at Arcooroo, was given to him by the Dewan of the Mulcanagherry Talook, and that he paid an advance of Rupees (68) sixty-eight, for cutting it, and Rupees (3) three, to a Blacksmith for Sharpening the Ghouds Axes, the timber cut being still at Arcooroo.

3rd. That the timber cut in the Soonchum Talook, was also given to him by the Soonchum Rajah, to whom he gave a gun in exchange.

4th. That the timber cut was at first intended by him for Government, but that subsequently he applied to Lieutenant Haig, and received permission to sell on his own account, the timber that had been given to him; and that he refunded to the Government Cash box the sum of Rupees (71) seventy-one, which had been advanced.

5th. The value of the gun given to the Soonchum Rajah having been paid to him by Lieutenant Haig, that he lays no claim to the timber cut in that Talook, and that it still remains there, owing to the difficulty of transporting it, on account of the rocks in the river.

6th. That the Rajah of Beejee has failed in fulfilling the contracts entered into, from the difficulty of conveying the timber from the interior to the river, and that he has promised to pay back within 2 months the money he has received.

7th. That the Goomastah and Peons who were employed for a few months in searching for timber, did not succeed in finding any of the required size.

And 8th. That he was not aware at the time that Government had any interest in the teak timber in that part of the country, seeing that the Rajahs allowed the Natives on payment of a small fee, to cut any quantity they required.

4. Lieutenant Haig in his letter observes.

1st. That in procuring a supply of teak for the Dowlaiswarum work shops, the arrangements were left to Mr. Tuke's discretion.

2nd. That the views of Government respecting the conservancy of the Godavery forests were not made known at the time of Mr. Tuke's expedition, and that he learnt in conversation with the Acting Commissioner of Nagpore, that it was very doubtful whether the British Government had any right to interfere with the forests of the Nagpore territory, on Zemindary lands.

3rd. That a very large proportion of the small sized teak timber imported into Rajahmundry, being fully ripe old wood though not a tenth part of the scantling of that seen by Mr. Tuke on the Sebberry, he considers it likely that the trees felled by Mr. Tuke had reached a full maturity, and that the few trees of the very large proportions described, were altogether excep-

Fort Saint George, Public Works Consultation of 1st September 1857.

tional in point of size, and had only obtained their extraordinary dimensions under very peculiar circumstances of soil, and moisture.

4th. That he gave his consent to Mr. Tuke, receiving the trees which had been given to him at Arcooroo, considering, that as an Uncovenanted servant, on the existing terms at that time, he was not precluded from entering into commercial speculations, and instances, as a case in point, the late Mr. Roberts, who was permitted to trade on his own account, at the time he was employed on behalf of Government in building boats, at Mahadeopore.

And 5th. That the interests of Government might not suffer for Mr. Tuke's transactions, it was stipulated, that the officer in charge of the Dowlaiswarum work-shops, was to have the refusal of the timber.

5. From the foregoing circumstances it is evident that the proceedings of Mr. Tuke were under a misconception of the interests of Government in the Godavery forests, fully authorized by Lieutenant Haig, but the orders of Government being now clear, future irregularities of the kind are not likely to occur, and I would express a hope that the censure passed on the conduct of Mr. Tuke may be qualified to such extent, as His Lordship in Council may be pleased on this explanation to decide.

Letter from Lieutenant F. T. HAIG, Civil Engineer, Upper Godavery, to Colonel C. F. FABER, Chief Engineer, dated Dowlaiswarum, 20th July 1857, No. 43.

SIR,

1. With reference to para. 62 of the Extract from the Minutes of Consultation of the 19th May No. 961. I have the honor to forward copy of a letter from Mr. G. Tuke relative to the transactions which took place in the year 1835, respecting the teak wood purchased by him on the Sebberry.

2. Mr. Tuke was sent to explore that river in connexion with the expedition of 1835, and it was left to his discretion to make any arrangements he thought proper to procure a supply of teak for the Dowlaiswarum work-shops. He found some of very large size in the Soonchoom and Mulcanagherry Talooks, and made his own terms with the native authorities for the purchase and felling of them.

3. The Government disapprove of these proceedings, first, because Mr. Tuke ought to have known that they wish to conserve the forests, and secondly, because with ocular evidence before him, that the teak tree will grow to its full size in those jungles, he cut down a number of trees only half grown. With regard to the first ground of censure, I would remark, that the views of the Government respecting the Godavery forests were not made known at the time of Mr. Tuke's expedition, and moreover, that I learnt from conversation with the Acting Commissioner of Nagpore at that very time, that it was very doubtful whether the British Government had any right to interfere with the forests of the Nagpore territory on Zemindary lands as to the impropriety of cutting trees but imperfectly matured it seems to me very questionable, whether those felled by Mr. Tuke were so or not. It is undesirable that a very large proportion of the small sized teak timber imported into Rajahmundry is fully ripe Old wood, though not a tenth part of the scantling of that seen by Mr. Tuke on the Sebberry, and it seems to me far more probable, that the few trees of the monstrous proportions described by Mr. Tuke were altogether exceptional in point of size, and had only attained their extraordinary dimensions under very peculiar circumstances of soil and moisture, than that those which he cut down, uncommonly fine timber as they were, were only half advanced towards maturity.

4. With regard to the ultimate disposal of the timber, Mr. Tuke's letter will inform you, that at the time of his connexion with the Upper Godavery being dissolved, I permitted him to take as his own the trees at Arcooroo, which were given him for nothing by the Dewan of the Mulcanagherry Talook. Mr. Tuke had been much dissatisfied with the allowances he received during the time he was employed on the Upper Godavery, and on his withdrawing from that District, he requested that I would, in consideration of the services he had rendered in the expedi-

Fort Saint George, Public Works Consultation of 1st September 1857.

tion of that year, allow him to keep the wood referred to, which had cost the Government nothing, and was in fact made over to him as a personal gift by the Dewan, to whom in consequence of its being of larger size than he, or his people could move it, was useless. Had Mr. Tuke been in the service, I could not have consented to any such transaction, I should in that case have claimed the wood as the undoubted property of Government. But Mr. Tuke was not at that time a servant of Government, and the terms under which Uncovenanted servants were at that time engaged in the Department Public Works, did not produce their occasionally entering into commercial speculations. I may instance as a case in point, the late Mr. Roberts, who, while employed on behalf of Government in building boats at Mahadeopore, was permitted at the same time to trade on his own account. But in order that the Government might lose nothing by the transaction, in making over the wood to Mr. Tuke. I stipulated, that the officer in charge of the work-shops at Dowlaiswarum should have the refusal of it, and in this way, the Government would I have no doubt have procured the timber at a cheaper rate, than if they had brought it down river by their own officers. It has however never yet been rafted.

Letter from Mr. G. TUKE, to Lieutenant F. T. HAIG, Civil Engineer Upper Godavery, dated Cocanada, 16th July 1857.

SIR,

I have the honor to acknowledge the receipt of your letter of the 10th of July, which I received yesterday.

I beg to enclose two copies of contracts I made for teak wood, on account of Government with the Rajah of the Beejee talook. You will see in the contracts, that the Rajah agreed to give me all the wood in his talook exceeding 4 cubits in circumference, and I set a Goomastah and two peons to hunt for wood of that size.

The wood at Arcooroo was given to me by the Dewan of the Mulcanagherry talook, and I paid 68 Rupees advance for cutting it, and 3 Rs. for a Blacksmith for sharpening the Ghouds Axes, this wood is still at Arcooroo. The wood cut in the Soonchoor talook was given to me by the Rajah of that talook, for which I gave him a gun. I must candidly say, I did intend all this wood for Government in the first instance, for you know I had fully made up my mind to go and try my fortunes in the Cremean war, you are aware, that I had an auction, and sold every thing, I had but a few clothes and a rifle. I was afterwards persuaded from the step by my friends. I then wrote to you, asked you if you would give me the wood I got for nothing, and you said, yes, and as I had paid 68 Rupees, and 3 Rupees out of the Government money for the cutting of the Arcooroo wood, I asked you to whom I could repay it, but you forgetting to answer this, I paid it into my cash box, [Government.]

The wood at Soonchoom I cannot claim for you paid me for the gun I gave for it, the wood is still in Soonchoom, but I cannot get men to bring it down on account of the rocks in the river. The Rajah of Beejee has declared, that he cannot fulfill his contracts as he cannot drag the wood from the interior to the river, and has promised to pay back the money within (two) 2 months. The Goomastah and Peon who were sent to look for the wood were only kept on a few months, they said, they found no large wood.

I regret to see that Government reprove me for cutting down wood of so small a size, but till receiving your letter with the Government papers yesterday, I can conscientiously say, that I had no Idea whatever that Government had any thing to do with the teak wood in those parts, and you must know yourself the quantity of very small timber that has been coming down from those jungles for years past, all sold to natives by the Rajah, in most instances not sold even, but a man going into a talook pays a quarter of a Rupee to the Rajah, and helps himself, knowing this how could I imagine, Government had an interest in the wood. Had I not cut the wood, the natives surely would have when all the very small wood was finished. It is only the difficulty of moving it, and the rocks in the Sebberry that have prevented them doing so up to this time.

and that a Loomastak, and two Seons were employed in searching for trees of the required size.

2^d That the timber cut at Arcoroo was given to him by the Dewan of the Malcanagheri Taluk, and that he paid an advance of Rupees [68] Sixty eight for cutting it, and Rupees [3] three, to a Blacksmith for sharpening the Glades axes, the timber cut being still at Arcoroo.

3^d That the timber cut in the Loonchum Taluk was also given to him by the Loonchum Rajah, to whom he gave a gun in exchange.

4th That the timber cut was at first intended by him for Government, but that subsequently he applied to Lieut. Saig, and received permission to sell on his own account, the timber that had been given to him, and that he refunded to the Government Cash box the sum of Rupees [71] Seventy one, which had been advanced.

5th The value of the gun given to the Loonchum Rajah having been paid to him by Lieut. Saig, that he lays no claim to the timber cut in that Taluk, and that it still remains there, owing to the difficulty of transporting it, on account of the rocks in the river.

6th That the Rajah of Peeper has failed in fulfilling the Contracts entered into from the difficulty of conveying the timber from the interior to the river, and that he has promised to pay back within 2 months the

the money he has received.

7th That the Loomastak and Seons who were employed for a few months in searching for timber, did not succeed in finding any of the required size.

8th That he was not aware at the time that Government had any interest in the teak timber in that part of the Country, seeing that the Rajahs allowed the Natives on payment of a small fee, to cut any quantity they required.

3 Lieut. Saig in his letter observes.

1st That in procuring a supply of teak for the Dowlaiswarum work shops, the arrangements were left to Mr. Tuke's discretion.

2^d That the views of Government respecting the conservancy of the Godavary forests were not made known at the time of Mr. Tuke's expedition, and that he learnt in conversation with the Acting Commissioner of Nagpore, that it was very doubtful whether the British Government had any right to interfere with the forests of the Nagpore territory, on zemindary lands.

3^d That a very large proportion of the small sized teak timber imported into Rajahmundry, being fully ripe old wood, tho' not a tenth part of the scantling of that seen by Mr. Tuke on the Seberry, he considers it likely that the trees felled by Mr. Tuke had reached a full maturity, and that the few trees of the very large proportions

proportions described, were altogether exceptional in point of size, and had only obtained their extraordinary dimensions under very peculiar circumstances of soil and moisture.

That he gave his consent to Mr. Tuke receiving the trees which had been given to him at Mysore considering, that as an uncovenanted servant, on the existing terms at that time, he was not prohibited from entering into commercial speculations, and instances, as a case in point, the late Mr. Roberts, who was permitted to trade on his own account, at the time he was employed on behalf of Government in building boats at Mahabaresse. That the interests of Government might not suffer for Mr. Tuke's transactions, it was determined that the Officer in Charge of the Government workshops, was to have the refusal of the timber.

From the foregoing circumstances it is evident that the proceedings of Mr. Tuke were, under a misconception of the interests of Government in the Godavery forests, fully authorized by Sir G. St. John, but the Orders of Government being now characterized irregularities of the kind are not likely to occur, and I would express a hope, that the censure passed on the conduct of Mr. Tuke, may be unqualified to such extent, as His Lordship's Council may be pleased in this explanation.

to decide.

I have the honor to be,
Sir,

Your Most Obedient Servant.

W.
18th Sep. 1841.

Wm. Lister Colonel
Chief Engineer.

The Secretary to Government
Public Works Department

No. 65.

From Lieutenant F. T. Haig
Civil Engineer Upper Ladang
To The Chief Engineer D. Works
Fort St. George

Sir,

1. With reference to para 62 of the Extract from the Minutes of Consultation of the 19th May 1861. I have the honor to forward Copy of a letter from Mr. G. Lake relative to the transactions which took place in the year 1855 respecting the teak wood purchased by him on the Lebberg.

2. Mr. Lake was sent to explore that river in connection with the expedition of 1855, and it was left to his discretion to make any arrangements he thought proper to procure a supply of teak for the Douglas's warms workshops. He found some of very large size in the Loonahum and Maleanagheey Talook, and made his own terms with the native authorities for the purchase and felling of them.

3. The Government disapproves of these proceedings, first, because Mr. Lake ought to have known that they wish to conserve the forests, and secondly, because with ocular evidence before him that the teak tree will grow to its full size in those jungles, he cut down a number of trees only half grown.

Yours
regards

Received by the Chief Engineer

on the 19th day of May 1861

at Fort St. George

1861

Copy of letter from Mr. G. Lake to the Chief Engineer dated 19th May 1861. The letter is forwarded to the Chief Engineer for his consideration and to the Government for their consideration.

224. Copy 1828

regards to the first grounds of Censure, I would remark, that the views of the Government respecting the Godavery forests were not made known at the time of Mr. Lake's expedition, and moreover, that I learnt from conversations with the Acting Commissioner of Nagpore at that very time, that it was very doubtful whether the British Government had any right to interfere with the forests of the Nagpore territory on Zemindary lands. As to the impropriety of cutting trees but imperfectly matured it seems to me very questionable, whether those felled by Mr. Lake were so or not. It is undeniable that a very large proportion of the smaller sized teak timber imported into Nagpore is fully ripe Old wood, though not a tenth part of the scantling of that seen by Mr. Lake on the Sahyadry, and it seems to me far more probable, that the few trees of the monstrous proportions described by Mr. Lake were altogether exceptional in point of size, and had only attained their extraordinary dimensions under very peculiar circumstances of soil and moisture, than that those which he cut down, were commonly fine timber as they were, were only half advanced towards maturity.

With regard to the ultimate disposal of the timber, Mr. Lake's letter will inform you, that at the time

time of his connexion with the Upper Godavery being dissolved, I permitted him to take as his own the trees at Ateroor, which were given him for nothing by the Dewan of the Mulvanagerry Talook. Mr. Lake had been much dissatisfied with the allowances he received during the time he was employed on the Upper Godavery, and on his withdrawing from that District, he requested that I would, in consideration of the services he had rendered in the Expedition of that Year, allow him to keep the wood referred to, which had cost the Government nothing, and was in fact made over to him as a personal gift by the Dewan, to whom in consequence of its being of larger size than he, or his people could move, it was useless. Had Mr. Lake been in the Service, I could not have consented to any such transactions. I should in that case have claimed the wood as the undoubted property of Government. But Mr. Lake was not at that time a Servant of Government, and the terms under which unencumbered servants were at that time engaged in the Department Public Works, did not preclude their occasionally entering into commercial speculations. I may instance as a case in point, the late Mr. Roberts, who, while employed on behalf of Government in building boats at Mahadeopore, was permitted, at the same time

times to trade on his own account. But in
order that the Government might lose nothing by
the transactions, in making over the wood to Mr.
Tuke. I stipulated, that the Officer in Charge of
the workshops at Dowlaiswarum should have the
refusal of it, and in this way, the Government
would I have no doubt have procured the timber
at a cheaper rate, than if they had brought it
down river by their own Officers. It has however
never yet been rafted.

I have &c

Signed J. J. Haig Smith

Civil Eng^r Upper Godavery

Camp at Dowlaiswarum
20th July 1857

Cocanada

July 16th 1857

From Mr. G. Tuke

To Lieutenant J. J. Haig

Civil Eng^r Upper Godavery

Sir,
I have the honor to acknowledge the
receipt of your letter of the 10th of July, which
I received yesterday.

I beg to enclose two copies of contracts
I made for teak wood, on account of Government
with the Rajah of the Rejjer talook. You will
see in the contracts, that the Rajah agreed to
give me all the wood in his talook exceeding 40

40 Cubits in circumference, and I got a Loomashah
and two peons to hunt for wood of that size.

The wood at Arcoroo was given to me
by the Dewan of the Mahanagheri talook, and
I paid 68 Rupees advance for cutting it, and 3 Rs.
for a blacksmith for sharpening the Ghonds axes,
this wood is still at Arcoroo. The wood cut in
the Loonchoor talook was given to me by the Rajah
of that talook, for which I gave him a gun. I must
candidly say, I did intend all this wood for Go.
vernment in the first instance, for you know
I had fully made up my mind to go and try my
fortunes in the Crimea war, you are aware, that
I had an auction, and sold every thing, I had, but
a few clothes and a rifle. I was afterwards per-
suaded from this step by my friends. I then
wrote to you, asked you if you would give me
the wood I got for nothing, and you said, yes,
and as I had paid 68 Rupees, and 3 Rs. out of
the Government money for the cutting of the
Arcoroo wood, I asked you to whom I could repay
it, but you forgetting to answer this, I paid it into
my Cash box [Government].

The wood at Loonchoor I cannot claim,
for you paid me for the gun I gave for it, the
wood is still in Loonchoor, but I cannot get

new

men to bring it down an account of the rocks
in the river. The Rajah of Pegu has declar-
ed, that he cannot fulfill his contract as he
cannot drag the wood from the interior to the
river, and has promised to pay back the money
within (two) 2 months. The Comptrol and Sec.
who were sent to look for the wood were only
kept on a few months, they said, they found no
large wood.

I regret to see that Government re-
proves me for cutting down wood of the small
size, but till receiving your letter with the
Government Paper yesterday, I can conscien-
tiously say, that I had no idea whatever
that Government had any thing to do with
the teak wood in those parts, and you must
know yourself the quantity of very small
timber that has been coming down from
those jungles for years past, all sold to
the natives by the Rajah, in most instances
not sold even, but a man going into a talook
pays a quarter of a Rupee to the Rajah, or
he helps himself, knowing this how could
I imagine, Government had any interest in
the wood. Had I not cut the wood, the natives
surely would have taken all the very small

wood

wood was finished. It is only the difficulty
of moving it, and the rocks in the Sabor that
have prevented them doing so up to this time.

In conclusion, I can conscientiously say,
I did all I did with the best motives, and there-
fore feel more the rebuke I have incurred from
Government.

I have &c
Signed L. Lake

(True Copies)

Wm. Peter Colonel
Chief Engineer

N 1652

Extract from the minutes of Consultation
Under date the 28th August 1857.

I read the following
letter from the Chief
Engineer

Under date 18th Aug^r 1857

With the Proceed-
ings recorded above, the
Chief Engineer submits
letter from Lieutenant
Wing and Mr. Tuke replying
to the remarks made
in para 62 of the
Extract from the minutes
of Com dated the 19th
May 1857, on the proceed-
ings of the latter Gen-
tlemen in having cut
a number of teak trees,
partly on his private
account.

16

Copy of a letter from
the Chief Engineer dated
17th 3rd Nov^r 1857.

1857

October

Enclosed is a letter from
the Chief Engineer D. H.
Wing dated the 18th Aug^r 1857.
The statement to Comd^r is
S. H. D.

Dated 18th Aug^r 1857.

Copy of a letter from
the Chief Engineer D. H.
Wing dated the 18th Aug^r 1857.

Enclosed is a letter from
the Chief Engineer D. H.
Wing dated the 18th Aug^r 1857.
The statement to Comd^r is
S. H. D.

opinion, and have only
objected to Mr. Tuttle's
assumption that the
Government has no
interest, by possessing
himself of the time.

The Govern-
ment see nothing in
the papers now sub-
mitted to lead them
to change the opinion
they formerly express-
ed of the inexpediency
of Mr. Tuttle having
engaged in private spec-
ulations while engaged
in a Government survey.

[Signature]

I Copy to the Chief Engr.
July 24