M.R.O. 14—10,000—21-4-22.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 717 Press ~~Mis.~~

496-97

Dated 28-3-1861.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 28th March 1861.

No. 496. Read the following letter from CLEMENT DALE, Esq., Government Pleader, Sudder Adálat, to J. D. BOURDILLON, Esq., Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 7th March 1861, No. 48 :—

Order of Government, 22nd December 1860, *No.* 2,482, *Revenue Department.*
Order of Government, 7th February 1861, *No.* 299, *Revenue Department.*
Order of Government, 16*th February* 1861, *No.* 371, *Revenue Department.*

SIR,

1. With reference to the orders of Government under the dates and numbers noted in the margin, I have the honor to report for the information of the Honorable the Governor in Council that I have perused all the papers handed to me by the Government Solicitor.

2. I observe my opinion is not required as to whether "it is in the power of Government "to compel the fulfilment of the Covenants of the Agreement," or regarding the course to be pursued for revoking the two instruments granted by the Collector to Mr. William McIvor on behalf of his brothers, Messrs. John and James McIvor. Indeed, Mr. Advocate General (who holds an appointment superior to my own) having already given his opinion, I could not with propriety advise on that part of the subject, except in consultation with him.

3. I enclose two forms of Notices, which I would suggest should be given.

4. Mr. Advocate General in his opinion of the 8th of August 1860, paragraph 3, advises that a Notice be served on Mr. *James* McIvor, to the effect that unless John McIvor arrives in India within four months from its date, the Governor in Council will revoke the lease, &c.

5. It will be observed that I have prepared *two* Notices, and have directed them to Messrs. William Graham McIvor, John McIvor and James McIvor.

6. My reasons for so doing are :—

Firstly.—Because two separate documents have been granted by the Collector to Mr. William McIvor, which differ in many essential particulars, and as different questions may possibly arise under each, I consider it would be desirable to keep the preliminary proceedings regarding each distinct.

Secondly —As to William Graham McIvor, because he is named as the Lessee, and the legal estate or interest (if any passed by the instruments called leases) is vested in him ; it is true such interest (if any) vests in him merely as a Trustee for his brothers, but I suggest as a precautionary measure, and to prevent question, that the Notice should be given to him also ; and

Thirdly.—As to John McIvor, the (so called) leases run in his name equally with his brother James, he has as much right, and as much interest as James, and if it be proposed to cancel the instruments consequent on a default, I would suggest that notice ought to be given to him as well as to James.

7. I have left a blank for the time within which John McIvor should be required to repair to this country. If it be determined to serve the Notice on him, it may be considered advisable to allow six months from the date of Notice for such purpose.

8. His Excellency in Council will observe, that in the Notices I have recited at some length the correspondence, &c., which passed prior to the passing of the orders, whereby leases were directed to be granted. In doing so, I have deviated from the ordinary course, and for the following reasons :—The correspondence shows (as observed by Mr. Advocate General) very clearly what the views and objects of the Court of Directors were in directing leases to be granted to Mr. John McIvor. The instruments, however, which were granted have not specified, or indeed made any allusion to those particulars, but it is proposed, if proceedings are adopted, that reference should be made in the pleadings to those views and objects, as the consideration for letting the land on such favorable terms, and I deem it desirable that between the Notice and the pleadings there should not be any great variance. Moreover, while it is fairer to the Messrs. McIvor to put the whole case fairly before them, it may also prove an advantage to Government, should proceedings be resorted to, because Messrs. McIvor may admit some of the facts ; or if they defend the proceedings Messrs. McIvor will doubtless have recourse to European professional assistance, in which case if the Supreme Court would be right in rejecting the previous correspondence, and "look only at the lease itself," as surmised by Mr. Advocate

General, it is very certain Messrs. McIvors' advisers would object to any averments in pleadings which referred to such previous correspondence, and (if Mr. Advocate General is correct) probably successfully; whereas if the Notices contain recitals of those circumstances, no objection could be sustained to the reception of the Notices on such grounds, and thus we should ensure the Court being put into possession of the real circumstances of the case.

9. I would suggest that Mr. Advocate General's opinion should be requested on these points.

10. When the Notices are finally settled, I recommend that they be printed, and that at least twelve copies of *each* Notice be struck off: of these the Collector should sign seven parts of *each* Notice.

11. The party who is to serve Messrs. William and James McIvor, should then examine three parts of one of such printed signed Notices, by having one of them (call it the original) read to him aloud, while he looks at one of the other signed Notices (call it duplicate), he should then exchange the duplicate, that he has been looking at, and have it read aloud while he looks at the original; he should then take the third of such signed Notices (call it triplicate) and have the original read again aloud to him, while he looks at the triplicate, which he should again exchange and have it read aloud to him while he looks at the original.—See Norton on Evidence, Section 456. The party who is to serve should then mark the three as examined and initial them; the duplicate may be delivered to Mr. William McIvor and the triplicate to Mr. James McIvor; the party serving making a Memorandum on the original to the following effect:—"Date Delivered to Mr. William Graham McIvor personally a duplicate of the "within (or above) Notice" and sign his name—adapting the Memorandum of service on Mr. James McIvor, by substituting his name for William Graham McIvor, and the word triplicate for duplicate. The original should be carefully kept, and the party serving should be prepared to prove the examination and service at the trial, if required.

12. If it be determined to serve Mr. John McIvor, the other four signed Notices should be sent to the Secretary of State; two by one Mail and two by the succeeding Mail. On the four reaching England Mr. Henry Lawford, the Solicitor to the Secretary of State, will get one of the Notices properly served on Mr. John McIvor; I would recommend that the gentleman serving it should endorse a Memorandum of service on the three spare parts, and that two of such parts should be returned to Madras by separate Mails, accompained by Affidavits of the service, sworn before any Judge or Court lawfully authorized to administer oaths in the place where service is effected. If legal proceedings should be instituted, and it should be necessary to prove such Notice, and the Affidavit of service were objected to, it would be necessary to issue a Commission under the 178th Section of Act VIII of 1859; the third part should therefore be carefully preserved in England.

13. The instructions contained in the 11th and 12th paragraphs apply to *each* of the two Notices, and must be attended to equally in serving both.

14. It will be desirable to be in a position to prove, that at the expiration of the Notice Mr. John McIvor is still in Scotland. Mr. Lawford's Agent at Dollar or its neighbourhood, should therefore be requested to satisfy himself on that point, and this Government should be informed of his names in full and his address, in order that they may be inserted in the Commission, should one be required.

15. This Government should also be apprised of the names in full, with their addresses and additions, of (say) four gentlemen residing in the neighbourhood of the gentleman who would prove the service of the Notice and Mr. John McIvor's continued residence in Scotland, who would be willing and competent to act as Commissioners under a Commission to be issued from this country.

16. I would advise that all acts done in respect of each of he two (so called) leases should be kept distinct, *ex gratia*, that separate resolutions by Government or the Board, should be passed in respect of the farm at Ootacamund, and of the farm at Kartairi; and that as far as practicable the correspondence by or with the Collector, should be kept distinct when treating of those farms.

17. On the instruments being cancelled, and the notices expiring, proceedings for recovering possession of the premises can be instituted as advised by Mr. Advocate General, if then deemed desirable.

18. As regards any proceedings against Mr. James McIvor with the view of restraining him from further felling timber, I do not find that Mr. Advocate General's opinion has been taken. I therefore will proceed to consider that part of the subject, regarding which great difficulty exists in consequence of the manner in which the instruments have been prepared, and the licence by Mr. Thomas has been granted.

19. From the correspondence it is evident that Mr. James McIvor is alive to the advantages he possesses on both those points; he moreover appears quite disposed to avail himself, to the utmost, of every advantage that has been given to him, and I apprehend that so far as the timber on the Kartairi farm is concerned, he will be able to do so successfully. Before I can offer an opinion, as to the power of Government to restrain him from felling timber on the farm at Ootacamund, I shall require to see Mr. James McIvor's letter to the Collector, dated the 11th of May 1854, asking for the licence to fell. A copy of which I do not find with the papers.

20. I observe that the Collector's reply to Mr. James McIvor (also dated the 11th May 1854) is in the most general terms that could be adopted makes no reference to the particular farm at Kartairi, nor does it restrict Mr. James McIvor to felling for any particular purposes or object, indeed it does not restrict him from cutting every stick of timber on the farm; Mr. Thomas merely "REQUESTS" Mr. McIvor to "spare as MUCH AS POSSIBLE, all large timber "on the land, especially near springs and on the crest of hills, the orders of Government to "preserve the woods and forests on the Neilgherry Hills being imperative;" thus leaving it to Mr. McIvor to judge what, if any, large timber it *was possible* to spare; and when it is borne in mind that the (so called) leases were granted for the purpose of Mr. McIvor converting the land into farms, to do which it is evident that large portions of the jungle *must* be cleared I apprehend every Court would give a most liberal interpretation to the licence, and would arrive at the conclusion that *at that time* Mr. Thomas intended to give to Mr. McIvor unfettered discretion and power to fell any timber on the farm which he thought fit to cut. Then again it is to be observed, that Mr. Thomas did not reserve to himself any power to rescind or revoke the licence so given.

21. This leads to a consideration of the effect of a licence given in such unqualified terms, and I have experienced considerable difficulty in arriving at a conclusion on the point. It does not appear that the instrument delivered to Mr. McIvor was under the seal of the East India Company; I conclude it was not. Then the paper signed *by* Mr. William McIvor is not a "counterpart" of the instrument given *to* Mr. McIvor, but it recites that instrument, and then states that the land is to be held "subject to the following conditions and restrictions." This paper is apparently not under seal, but is merely signed by Mr. William McIvor. It is evident that Mr. McIvor will contend, that the 10th Clause is a "condition," and that on the established principle of law that "a condition dispensed with in part is determined in the whole," Mr. Thomas' licence of the 11th May 1854, has determined all operation of the 10th Clause, and that Mr. Thomas' subsequent revocation of the licence will not revive the condition. I apprehend that Mr. McIvor has taken up a position in which he will be supported in a Court of law or equity, and that even if the Courts in this country should not take that view, yet that if Mr. McIvor could appeal to the Privy Council, he would there be successful. I therefore advise so far as the Kartairi farm is concerned that no suit be instituted against Mr. McIvor, praying for an injunction to restrain him from further felling timber on that farm.

22. As before observed I do not find a copy of Mr. McIvor's letter to the Collector, dated the 11th May 1854; until I see that, and am able to judge whether his application is restricted to the Kartairi farm, or whether it could be construed to apply equally to the farm at Ootacamund, I am unable to advise whether proceedings could be safely instituted, praying for an injunction to restrain Mr. McIvor from further felling on that farm.

23. All growing timber belongs to the landlord; and, although not excepted out of a lease, the Lessee has only "an interest in their fruit and shade," but if by the act of the Lessee,

or by tempest, &c, they become severed from the soil, the Lessee's interest is determined, and the Lessor may enter on the land and take them away. This is clear law in England, and I entertain no doubt would be held as such in India, especially where the suit was between Europeans.

24. I entertain no doubt that in granting his licence of the 11th May 1854, Mr. Thomas did not intend to reserve or exercise any right of Government to the property in the timber when felled, but intended that Mr. McIvor should derive any benefit accruing from the use or sale of the timber; I am also of opinion, that the licence to fell did not waive the right of Government to the timber, when felled; and that subsequent acquiescence in Mr. McIvor's appropriating the timber, when felled, to his own use or benefit, will not preclude Government from now asserting its right in respect of all timber felled, and not already disposed of by Mr. McIvor; and if Government determine to exercise their right, they may authorize parties to enter on the premises and carry away any timber felled by Mr. McIvor and thus an opportunity may be afforded (if still desired) of inspecting his farms, with the view of ascertaining their present state of cultivation.

25. If Government determine on adopting such a course, I advise that His Excellency in Council direct (in separate orders) the Collector to serve on Mr. James McIvor notices (one applying to the farm at Ootacamund and the other to the farm at Kartairi), that it is intended from the date of the service of such Notice on him, to exercise on behalf of the Right Honorable the Secretary of State for India in Council, his right of ownership over all timber and wood felled on each of those two farms, and not at the time of such service already disposed of by Mr. McIvor; and I advise that the orders of Government further direct the Collector to employ such persons, carts, bandies, horses, and bullocks, as may be necessary to remove such timber and trees from off the premises, the Collector taking care to do as little damage to the premises as possible.

26. Much (if not all) of the difficulty in the present case has arisen from the instruments having been prepared in a most irregular and objectionable shape; difficulties constantly arise in dealing with leases prepared in established and recognized forms; fresh questions are constantly raised by the ingenuity of Lessees desirous of evading the conditions contained in their leases, to meet which, as much as possible, care is taken by professional men in the preparation of future leases. If such be the case with leases prepared by men aware of the questions they have to guard against, His Excellency in Council will readily perceive, how much more likely they are to arise with instruments prepared in the loose and unsatisfactory manner in which those under consideration have been drawn; and how much more difficult it will prove, to meet questions which may be raised thereupon. It is evident that Mr. James McIvor is alive to the strength of his own position, whether his knowledge has been acquired under legal advice, or is merely the result of his own common sense, I cannot say, although from the language he uses I judge it is the latter, but however that may be, I apprehend little doubt can exist, but that in resisting in Court the acts of Government, Mr. James McIvor will avail himself of European legal assistance, when in all probability, the questions he has raised (with others) will be used for the purpose of opposing Government.

27. In 1848 the Court of Directors sent out instructions to this Government on the subject of letting lands on the Hill Districts in this Presidency, with the view of encouraging the introduction of European capital and enterprise. In 1849 I (as Company's Solicitor) prepared by order of Government two forms of leases, one for land to be used for building, and the other for agricultural purposes. I considered the forms much longer than desirable, but as their length was caused by the instructions of the Court of Directors I did not feel at liberty (without authority) to omit any of the Clauses which the Court had pointed out. I therefore drew attention to the point, but with what result I never heard. At the time I sent the drafts to the Board I was told by the then Secretary, that the Patta and Muchilika were much better adapted to this country; probably so long as land was taken up by mere Native Ryots those instruments answered their purpose, but in dealing with Europeans, who possess intelligence, and have acquired in Europe a knowledge of the rights and powers of tenants, and moreover are not too poor to avail themselves of professional advice and assistance of a quality vastly superior to that possessed by the class of Native Vakils that formerly practised in the

Mufassal Courts, it may well be considered whether the course pointed out by the Court of Directors as before alluded to, might not be preferable. As the present difficulty has arisen, I have deemed it my duty to refer to the subject under the hope of preventing similar difficulties for the future.

P. S.—I have laid this letter and the Notices before Mr. Advocate General, and also had an interview with him, at which I laid before him and we discussed the several points that have occurred to me. He approves of my suggestions, and the form in which I have prepared the Notices, I have therefore filled up the blank in the Notices by introducing the word six. To prevent confusion it will be desirable to fill up the date in the Notices before they are sent to the Press; they may bear the same date as the order of Government directing their adoption. I advise that the three Messrs. McIvor be served before the 29th of June next.

No. 497. ORDER THEREON, 28th March 1861, No. 717.

1. The Government resolve to adopt the course recommended by the Government Pleader in paragraphs 3 to 17 of this letter, concurred in as those recommendations are by the Advocate General, as stated in the postscript.

2. The Notices will be printed as recommended in paragraph 10; and seven parts of each will then be sent through the Board of Revenue to the Collector, who will be directed to return four of the number without delay, duly signed by himself, through the Board of Revenue to the Government Office. With regard to the remaining three parts of each notice, Mr. Thomas will be strictly enjoined to proceed with respect to them in the precise manner detailed in paragraphs 11 and 13. The Board will also observe, and will instruct the Collector carefully to observe, the course advised by Mr. Dale in paragraph 16.

3. In accordance with the suggestion in paragraph 12, the four copies or parts of each Notice above referred to will be transmitted to the Secretary of State, with the request that he will cause them to be dealt with in the manner indicated in paragraphs 12 to 16 of Mr. Dale's letter.

4. In paragraphs 18 to 25 Mr. Dale discusses the proceedings proper to be taken with respect to the felling of timber by Mr. James McIvor; and in paragraph 25 he states the course which he advises, in case the Government should think any proceedings advisable. The Government have considered the subject; but on the whole they think it inexpedient to take any step in the matter, for the present at least. Agreeably to the wish indicated at the end of paragraph 19, the Collector has been desired to send up an attested copy of Mr. McIvor's letter there referred to; when received it will be sent to Mr. Dale who will then make any further representation or recommendation on the subject that he may think fit.

5. The Board of Revenue will be requested to report to Government what was done with the forms of lease referred to in the 27th paragraph of Mr. Dale's letter.

(Signed) J. D. BOURDILLON,
Secretary to Government.

To Mr. William Graham Mc Ivor
Superintendent of the Horticultural Gardens at
Cotacamund
Mr. John Mc Ivor
now or late of Dollar in Scotland
And Mr. James Mc Ivor
of Cotacamund and Kartairi in the East Indies

Whereas the above named William Graham Mc Ivor, as the
Agent for and acting on behalf of the above named John
Mc Ivor, on or about the 19th day of December 1848, by Letter
addressed to Captain John Auchterlony then an Officer in the
Service of the East India Company and holding the Office
of Superintendent of the Neilgherry Survey, did inform the Govern
of Madras that the above named John Mc Ivor was a
Farmer Engaged in the active Working of a Farm in Stirl
-shire, and was desirous of proceeding to the East Indies, for
the purpose of Establishing a farm on the Neilgherry Hills,
be conducted by him upon English principles; as also t
the said John Mc Ivor proposed to bring with him
European Stock, consisting of Horned Cattle, Sheep, Pigs
and Poultry, wherewith to Stock his farm, as likewise to
introduce in the cultivation of his farm, European Implem
and Labourers; adding that since his (the said William
Graham Mc Ivor's) arrival at Cotacamund, he had
been Enabled to make Experiments in the cultivation o

Cattle of all kinds – And the said William Graham McIvor
requested the assistance of Captain Auchterlony in submitting a
proper application to the Government, on behalf of the said John
McIvor, for the necessary Grant, with the view of its being
submitted to the Court of Directors of the said East India
Company. And Whereas the East India Company being
desirous of promoting the objects referred to by the said William
Graham McIvor, certain proceedings were taken, and certain
letters and correspondence passed between the said William
Graham McIvor, as such Agent for and acting on behalf
of the said John McIvor, and the Government of Madras
or their Servants and Agents respectively acting for and on the
behalf of the said East India Company, as likewise certain
Correspondence between the said John McIvor and the
said Court of Directors, whereby or by some part thereof the plan
of the said John McIvor were more fully developed; and
in consideration of the premises in the letters of the said William
Graham McIvor and John McIvor made, the said East-
Company consented that land measuring 1600 Cawnies or thereabo
should be leased to the said John McIvor for the purpose of
Enabling him to Establish such proposed farm, and to conduc
the same on the principles and in the Manner in such letter
and Correspondence mentioned or referred to. And Where
Subsequently the said William Graham McIvor, as such
Agent for and acting on behalf of the said John McIvo
proposed that the said James McIvor should be associa
with the said John McIvor in the said undertaking, an
that his name should be introduced into the proposed Le
jointly with that of the said John McIvor, to which re
the Government of Madras, acting for and on behalf of the sa
East India Company, acceded. And Whereas in pu
fulfilment of such proposed arrangements, and in consid

of the promises in such correspondence so made by or on beha
of the said John McIvor, the Collector of Coimbatore
a certain Instrument in writing bearing date on or ab
the 14th day of July 1853, purported to lease to the said
William Graham McIvor, on behalf of the above nam
John and James McIvor, A certain Tract of land at Kar
in the Talook of the Neilgherries and Collectorate of Coimbat
in the said Instrument in writing particularly mentioned
and described, Rent free for the first Ten years, and which sai
Instrument was delivered by the said Collector to the sa
William Graham McIvor, as the Agent for and on
behalf of the said John and James McIvor. And
Whereas by a certain other Instrument in writing bear
date the 18th day of July 1853, signed by the said William
Graham McIvor, as such Agent for and on the behalf
of the said John and James McIvor, it is recited th
the said Tract of land had been leased to him, the said
William Graham McIvor, on behalf of his Brothers the
said John and James McIvor, and that the same
was to be held by them, the said John and James
McIvor, subject (among others) to a condition that the
said lease should be revocable in the Event of the said
John and James McIvor not reaching India with
2 years from its date, unless prevented by Shipwreck
other unavoidable accident, duly proved to the satisfac
of the Government of Fort St. George And Whereas t
said William Graham McIvor John McIvor and
James McIvor have failed to carry out and fulfil
the promises contained in the said letter and correspon
and which were to be performed and fulfilled by or on
behalf of the said John McIvor and James McIvor
And Whereas the said John McIvor died not rea

India within 2 years from the 14th day of July 1853, nor
he at any time since that date reached or arrived in Ind
and it has not been duly, or in fact, proved to the Governme
of Fort St. George, that the said John Mc Ivor has been
prevented from so reaching India by Shipwreck or
other unavoidable accident Now this is to give you th
said William Graham Mc Ivor John Mc Ivor and
James Mc Ivor, and each of you, notice that unless
said John Mc Ivor shall reach India within Sea
Calendar Months from the date hereof it is the intention
Government of Madras, acting for and on behalf of the Rig
Honorable The Secretary of State for India in Council
to revoke the said Instrument in writing bearing date
14th day of July 1853. And further take notice, that you
are hereby required, in the event of the said John Mc Iv
not reaching India within such space of Six Mont
to quit and deliver up on the 14th day of July 1862, to t
Collector of Coimbatore, for and on behalf of the said
Secretary of State for India in Council the possession of the said
Tract of Land at Kartairi aforesaid in the said Instrum
in writing dated the 14th day of July 1853 particularly
mentioned and described— Dated this day of
1861

Collector of Coimbator

Copy in a Letter to G.
of 3rd June 1861 No. 78.

To
Messrs. McIvors Holding
at
Kartairi

Draft
Notice of intention to Cancel the Instrument in writing granted by The Collector of Coimbatore

R. 6/8/61

R. D.

No. 717

Proceedings of the Madras Govern.t
Under date the 28th March 1861 —

Read the following letter from the Govt. Pleader, S.D.

Forwards two notices directed to Messrs. Wm. G. McIvor, John McIvor & James McIvor with instructions for their service; & advises that no suit be instituted agt. Mr. James McIvor for an injunction to restrain him from further felling timber.

(Here enter 19th March 61 No. 48)

The Govt. resolve to adopt the course recommended by the Govt. Pleader in Paras 3 to 11 of this letter, concurred in as those recommendations are by the Advocate Genl., as stated in

in the Postscript. —

2.— The notices will be printed as recommended in Para 10; and seven parts of each will then be sent thro' the Bd. of Revr. to the Collrs. who will be directed to return four of the number without delay, duly signed by himself, thro' the Bd. of Revr. to the Govt. Office. With regard to the remaining three parts of each notice, Mr. Thomas will

will be strictly enjoined to proceed with respect to them in the precise manner detailed in Paras 11 and 13. The Bd. will also observe, and will instruct the Collrs. carefully to observe, the course advised by Mr. Dale in Para 16.—

3.— In accordance with the suggestion in Para 12, the four copies or parts of each notice above referred to will be transmitted to the Secty. of State, with the request that he will

cause

cause them to be dealt
with in the manner in-
-dicated in paras 12 to 16.
of Mr. Dale's letter. —
14. — In paras 18 to
25 Mr. Dale discusses
the Progs: proper to be
taken with respect to
the felling of timber
by Mr. James McIvor:
and in para 25 he states the
course which he ad-
-vises, in case the Govt.
should think any
proceedings advisable.
The Govt. have consi-
-dered the subject;
but on the whole
they

they think it inexpe-
-dient to take any steps
in the matter, for the
present at least -
Agreeably to the wish
indicated at the end
of para 19, the Pilot
has been desired to
send up an attested
copy of Mr. McIvor's letter
therein referred to; and
when received it will
be sent to Mr. Dale
who will then make
any further repre-
-sentation or recom-
-mendation

recommendation on
the subject that he
may think fit.—

5.— The Bd. of Rev.
will be requested to re-
-port to Govt. what was
done with the forms
of lease referred to
in the 24th paragraph
of Mr. Dale's letter.—

[signature]

13 Copies – Board of Revenue
3 " Govt. Pleader. with 2 Copies of Notices in 7 parts – Cup. No. 28.

15 10
5

Copy [illegible] [illegible] to E
of 3rd [illegible] 1861 No. 78

Re 143 - 144
13 - 8 - 60

" 391 - 392
22 - 12 - 60

" 84 - 85
5th Mo/61 7 - 2 - 61

" 226 - 227
16 - 2 - 61

No 496 + 497.

Notices to be served to
Messrs McIvor —

Revenue 1861 Departt.
Pro: of Govt. for March.

No 717.

Pro: of the Madras Govt.
Dd 28th March /61.

From Bd of Revenue 23d May /61
Cr. 1236 – in Pro: 3d June /61 No 1135

Recommends the course to be adopted in the matter of felling of timber by Messrs W. G. McIvor, John McIvor & James McIvor, Resolve to adopt the course recommended, and direct the Board of Revenue to instruct the Collector in the due observance of the course advised.