

MADRAS RECORD OFFICE.

Government of Madras.

Political **DEPARTMENT.**

G.O. No.	189	Press Mis
Dated	28. 2.	18 1857

Not to be folded or roughly handled

Cochin 29th January 18

J Pycroft Esq^r
Chief Secretary to Government.
Fort St George

Sir,

I have the honor of acknowledging receipt of copy of a Minute of Council. dated instant. referring me to the Resident of Travancore for an answer to my communication of the 7th. made to you. as Chief Secretary of the Government of Madras.

The Resident has favored me with reply in the shape of copy of a Minute of Council dated 7th April 1856, based (as therein set forth) on his letter to the Madras Government of March 1856.

I now most respectfully request copy of this letter. as I cannot possibly conceive what objections the Resident could have made that furnished grounds for Government refusal of me protection as a British Subject.

I may be mistaken in thinking
myself entitled to a privilege enjoyed elsewhere.
(for instance in new Granada at present blockaded
by H. M. Ships for wrong done a private individual)
if so I bow to the laws under which I live, but
Government having informed me that they were
guided in a decision of the highest importance to
me, by a letter, the contents of which may be
susceptible of explanation, perhaps contradiction
I trust you will not think my request unrea-
sonable.

I would not trouble you were it
permitted to sue the Travancore Government in the
Supreme Court, where I would be certain of a
verdict, but that course being denied me I have
no help for it.

I have the honor to be
Sir

Your most obedient servant
James O'Connell

Mr. Oughterson having
 neglected to provide him-
 self with the usual for-
 mal Contract, has himself
 to blame for any doubt
 arising respecting the ex-
 istence of positive agree-
 ment.

JW

Copy to Resident of Travancore }
 and Cochin } Sep 28

Oughterson, Mr. James: petition of: and proceedings
 thereon.

Examiner to:

1. Original Petition, dated

Cochin 24 May 1855.

In May 1855 a merchant
 at Cochin, Mr. James Oughte-
 son petitioned the G. in C.
 under the following circum-
 stances.

That in Sept/52, he entered
 into a contract with the
 Cochin Sukkar, under a
 written agreement, to sup-
 ply him with 7000 Candies
 of Teak.

2 That up to the end of 1852
 2000 C. only were delivered
 to him, and that on

his applying to the G. in C.
 for the rest, they informed him
 that all baysains were
 considered closed at

the end of the year. That
 in consequence of this, he

was compelled to import
 Teak from elsewhere, &

that the market price
 of Teak in the mean time
 having gone up 60 per cent,

he was subjected to a
 loss of Rs 50,000.

He accordingly prayed
 that the G. in C. would

Document

Report

Document

Report

2. E. C. P. C. Dept.
No 227 of 2 June 1855

3. From Rt. dated
14 July 1855 to 45.
with enclosure
from the Dewan.

order the Captain Lihau
to pay him the
difference between the
Contract price & the market
price, & to fulfil the contract.

This Petition was ordered
& he referred to the Rt.
in report.

Simply the Resident
forwarded a report from
the Dewan showing that
no dereliction of engage-
ment had existed on the
part of the ^{Dewan} ~~Contract~~ Govt.

The Dewan says
1. no formal agreement
whatever was entered into
and the understanding applied
& selection only from the
Teak then at Alleppey; of
wh. the old was priced at
7 1/4 Rs a C. and the new
at 8 3/4 Rs.

2. Mr. Brightman was quiet
for 2 years after the alleged
breach of contract and then
after prices had risen 100
per cent brought up his
claim.

3. It is a rule that all
verbal engagements shall
cease at the end of the year.

4. E. C. P. C. Dept.
of 24 July 1855
No 302.

5. Petr. from Mr.
Brightman dated
July 1855.

The Rt. adds

I am unable to understand
how Mr. O. came to say that
he was concerned, as the
Rt. never interferes in such
things.

[The Dewan goes very fully into
the question and states
a number of facts, wh.
if authentic shewed no
Brightman's claim to be
utterly untenable.]

Upon this report the
Govt. decided that the
matter was one which
afforded no grounds for
their interference.

Receipt of the above pro-
ceedings of Govt. Mr.
Brightman again addressed
Govt. and enclosed copy
of correspondence between
himself and the Commis-
sioner of the Travancore
Govt. the Rt. &c. The
object of which was
to shew that the real
agreement by the Dewan
in his report to the Rt.
for rejecting his claims, were
groundless. as the Dewan
had formally and in writing
sanctioned the war.

oral agreement entered into
by Crawford, with himself,
and also that the non-
fulfilment of the contract
was not due to any neglect
on his part; he having repeat-
edly urged its performance.

This letter and its enclosures
were forwarded to the R. G.
with an order to report
whether the statements
it contained and the
documents produced
induced him to modify
the opinion expressed in his
previous letter.

7. From R. G. dated
17 March 1856. with
reply from Dewan
dated 12 Nov. 1855

The R. G. replied on 17 March
1856. enclosing a report
from the Dewan.
Neither of those officers see
reason to alter in any
way their previously
given opinion that no real
binding agreement was
entered into by the Govt.
of France, with Mr. Brighten.
The R. G. remarks that
the documents produced
by Mr. Brighten, are in a
great measure copies or
extracts from private
correspondence which
could not be correctly

made use of in the discus-
sion; that Mr. Crawford, the
Commercial Agent certainly
acted in some degree with
impartiality; but that
evidence against Brighten's
claim was furnished
by the words of the same
party, from whose letters
principally Mr. O. deduced
and established that claim.
That Mr. Crawford
was independent, vague, and
unauthorized letter of
20 May 1852 promising to
assist him with 700
pounds of timber.
I have furnished Mr.
Crawford with a copy of
the letter found on Mr. O.
and a claim, though
from Mr. O's experience as
a merchant, he must
have known that such
an offer could not possibly
be binding unless form-
ally confirmed by the
Dewan.

8. R. G. to S. G. dated
7th April 1856.
The Govt. has informed
Mr. Brighten that they
will law as to it, and think
that the matter was
one with which they do
not interfere.

It was supposed that
the President would
communicate this
decision to Mr. Doughter-
son - but this he did
not do - thinking as
he states that Mr. O.
would receive it
direct from Gov. -

Mr. O. on the 7th ult^o
expressed to know the
order of Gov. on his
claim, which the
President was desired
to tell him -

Mr. O. now / 29 Jan^{ry} /
says that he has been
furnished with copy
of the E.M.C. 7 April
1856 declining finally
to interfere in his com-
and applies for copy
of his President's letter
17 March 56 on which

the refusal was based -
as without it he
cannot understand
the grounds on which
the Gov. has arrived
at his conclusion -

Orders are directed
- in which copy of
this letter and of its
enclosure should be
furnished to Mr. O.
if so he should also
perhaps have a copy
of Gov. (Allen's pre-
vious report of 14

As this is a mere
question of contract
or no contract.

I see no objection
to Mr. O. being furnished as completing the
inter copies of the papers in the case
but perhaps Gov. Allen
should be asked -

W. H. M.
O. M. M.

J.P.

Pl. L. L. 8. D. J.
No 17 of 1857
Parap 9
Replied to July
No 6 of 58

In D. L. L. 3. March
Political 1857/20 par 18

(No 189)

Extracts from Cons.

5/28 February/57.

No 22 & 23.

Feb. 1. 31/7

Letter from Mr
Boughton applying
Copies of certain
papers on the subject
of his claims against
Francis Barker
referred for the
opinion of the President