M.R.O. 14—10,000—21-4-23

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 1190 Press
Mis.

326.528

Dated 29 - 5 - 1862.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 29th May 1862.

Read the following papers :—

No. 526. Read the following from the Acting Conservator of Forests, to J. D. SIM, Esq., Secretary to Government, Revenue Department, Fort Saint George dated Ootacamund, 7th April 1862:—

Rules to be adopted by the purchaser of the portion of the Governor's Shola advertised to be sold on Wednesday.

1. A portion of the Shola lying west of the Thoda Mund will be sold outright reserving only such trees, &c. as the Assistant Conservator may point out.

2. This portion of the Shola is considered as capable of supplying one year's firewood to Ootacamund, should it be short of that quantity an extra portion of the Shola will be given, it being understood that not more than 1,000 bandy loads will be allowed to remain in store at the expiration of the contract.

3. The amount of purchase money shall be paid in twelve monthly instalments, commencing from the 1st April 1861. Satisfactory security shall be furnished for the whole amount for which the Shola is sold, and the purchaser must bind himself to pay the said amount even though unable to carry out his contract. A deposit of Rupees 300 (such sum of Rupees 300 to be forfeited in case of breach of contract) shall be paid down at once and remain as deposit until the last instalment shall have been paid.

4. The Contractor shall bind himself to sell wood at the Sholas on the sides of the road at not higher than the following rates :—

12 Annas per ordinary bandy load of 30 maunds of 25 lbs. each.
2 Annas per bullock load of 5 maunds.
9 Pice on Cooly load of 2 maunds.

5. If purchasers require their bandies loaded by the Contractor's people a charge of one Anna per bandy for loading shall be permitted.

6. Should the Contractor at any time refuse to sell wood at the Shola betwixt the times of 9 A. M. and 4 P. M. of every lawful day, he shall render himself liable to a fine of not more than Rupees (100) one hundred, to be levied by the Assistant Conservator.

7. All points of dispute between the Contractor and the public at Ootacamund shall be referred for settlement to the Assistant Conservator, who shall have the power of inflicting a fine of not more than Rupees (100) one hundred on the Contractor.

8. Further the Assistant Conservator shall have the power of annulling this contract if the conditions are not fairly carried out, and the Contractor shall forfeit his deposit of Rupees three hundred.

9. The Contractor shall sign this paper as agreeing to all the terms herein named.

10. The Contractor shall be at liberty to fell wood from and after the date of purchase to the 13th March 1862.

11. The Contractor may sell wood for beams or building purposes, but is not to burn charcoal.

(Signed) J. H. M. BABINGTON, Major,
Assistant Conservator of Forests.

Ootacamund,
12th March 1861.

I, James Wilson, having purchased the right to fell wood as above for the sum of Rupees three thousand and nine hundred, agree to all the terms contained in the foregoing.

(Signed) JAMES WILSON & Co.

Signed in the presence of. (Signed) J. McIVOR, („) J. SHEFFIELD.

Ootacamund, the thirteenth day of March 1861.

An order for Rupees three hundred drawn by William Arnold in favor of James Wilson has been paid as deposit.

(Signed) J. H. M. BABINGTON, Major,
Assistant Conservator of Forests.

(A True Copy.)

(Signed) J. H. M. BABINGTON, Major,
Assistant Conservator of Forests.

No. 527. From Messrs. JAMES WILSON & Co., to J. D. SIM, Esq., Secretary to Government, Revenue Department, Madras, dated Ootacamund, 16th April 1862 :—

SIR,

1. We beg to transmit herewith a petition and (7) enclosures, relative to a contract made with Government on the 12th day of March 1861, by our Mr. James Wilson, for cutting and supplying firewood to the residents of Ootacamund ; and respectfully request you will be pleased to submit the same to His Excellency the Governor for favorable consideration.

2. We have to add that on the 26th September 1861 we submitted a similar petition and enclosures to E. B. Thomas, Esq., Collector of the District of Coimbatore, praying for relief from the losses we had up to that period sustained, and were then sustaining, by contract as aforesaid, but as no result has up to the present time been communicated to us ; and as E. B. Thomas, Esq. will shortly proceed to England, we take the liberty of requesting you to submit our second petition and in the anticipation of a favorable result.

Petition from JAMES WILSON and CHARLES BELL, carrying on business in Ootacamund as Livery Stable Keepers and General Agents ; to His Excellency the Honorable Sir W. T. DENISON, K. C. B., Governor of the Presidency of Madras, dated Ootacamund, 16th April 1862.

HUMBLY SHEWETH,

1. That one of your petitioners, James Wilson, did on the 12th day of March 1861, purchase, for the purpose of supplying for twelve months, or to the 13th day of March 1862, firewood to the residents of Ootacamund, that portion of the "Governor's Shola" lying west of the "Toda

Mund" for the sum of three thousand nine hundred Rupees, to be paid in twelve equal monthly instalments of three hundred and twenty-five Rupees, and as a security for the fulfilment of the contract, and under its conditions deposit three hundred Rupees, and has since paid monthly, viz. :— No. I.

	Rs.
On the 1st April 1861...	325
On the 1st May 1861	325
On the 1st June 1861...	325
On the 1st July 1861	325
On the 1st August 1861	325

being the monthly instalments in the terms of the contract.

2. That this contract at the rates at which the wood has been sold has subjected your Petitioners to heavy loss, as will be seen by the statement No. II ; the actual loss for two months from the 1st day of July 1861 to 31st day of August 1861, amounting to Rupees 1,342-0-7 or thereabouts, and that the loss has been proportionately heavy during the months prior to the 1st day of July 1861.

3. That the amounts to meet the monthly instalments had to be taken from the general fund of your Petitioners, business, and has been to them productive of most serious inconvenience in addition to the heavy loss herein already set forth.

4. Although it is nowhere expressed in the Contract, No. I, and attached hereunto, yet one of your Petitioners' James Wilson, understood from Major Babington, Assistant Conservator of Forests, that no wood would be cut in any other Shola or Jungle near Ootacamund, and brought in for sale to their prejudice, and in further corroboration that Major Babington must have conveyed such meaning to James Wilson a copy of a letter No. III, from Major Babington, Assistant Conservator of Forests, to the Conservator of Forests, No. 66, dated Ootacamund, 17th August 1861, attached hereunto, in its 4th paragraph clearly proves that such were the terms upon which the Shola was purchased by James Wilson from Major Babington. However Mr. J. McIvor, who some years ago had a free grant of land from the Government for cultivation and farming purposes *only*, cut on the ground so granted, and sold in Ootacamund, large quantities of firewood, at 12½ per cent. less than your Petitioners could do.

5. In further proof that the sale of wood by your Petitioners in Ootacamund was to be a monopoly, Major Babington, as per letter No. III hereunto attached, filed a Suit against Mr. McIvor, for cutting wood on Government property and selling it in Ootacamund.

6. Your Petitioners would also bring to notice that at the time they were stopped from cutting and removing wood from the jungle, there were then ready to be removed 2,500 bandy loads or thereabouts, all of which had been cut at your Petitioners' expense, and they have learnt that the 2,500 bandy loads of wood, as aforesaid, have been sold under Major Babington's instructions. No. IV.

7. Your Petitioners would also mention that on first obtaining possession of the jungle they expended upwards of 500 Rupees in making roads and bridges in the jungle.

8. Your Petitioners would also point out that the wood contract prior to the 12th March 1861, was bought by one Muddenah for Rupees 300, and that owing to the loss he had sustained during the first year, the contract was extended to him gratuitously for the second year.

9. Your Petitioners in conclusion earnestly hope that your Excellency will take their case into favorable consideration, as they feel assured that it is not the wish of Her Majesty's Government that any of its subjects should suffer by a contract with it.

(Signed) JAMES WILSON,
(„) CHARLES BELL.

No. II.

Statement showing the actual outlay, viz., the monthly instalment, cutting and carting from the Governor's Shola less the amount received for the quantity of firewood sold for the months of July and August 1861.

			Rs.	A.	P.
1861, July 1st, To paid monthly instalment					
1/31	„ „	Wood-cutters	325	0	0
„	„	Clerks' and Peons' wages	231	0	0
„	„	Hired Bullocks and bandymen	86	0	0
„	„	Cost of twelve bandies and bullocks kept exclusively for jungle purposes	142	3	0
			300	0	0
			1,084	12	0
		Less Sales.			
1/31	Head loads	170 2 4			
	178 Bandy loads at $2\frac{1}{4}$	400 8 0	570	10	4
		Loss	514	1	8
1861, August 1st, To paid monthly instalment					
1/31	„ „	Wood-cutters	325	0	0
„	„	Clerks' and Peons' wages	355	3	6
„	„	Hired Bullocks and bandymen	86	0	0
„	„	Cost of twelve bandies and bullocks kept exclusively for jungle purposes	300	0	0
			1,111	8	6
		Less Sales.			
1/31	Head loads	159 13 7			
	55 bandy loads	123 12 0	283	9	1
		Loss	827	14	11

There is a large quantity of cut wood at the Shola.

Total loss during the months of July and August 1861, Rupees 1,342-0-7.

Ootacamund 16th April 1862. (Signed) JAMES WILSON & Co.

Pro forma Statement showing that at the present rates charged according to contract for firewood, loss must result to the Contractors.

Say there are 12 bandies employed; each bandy cannot bring more than one load per diem; and take 28 days as the number of working days in a month: then 12 bandies × 28 days = 336 loads, at 2 Rupees and 4 Annas... ... ... 756 0 0

Less

Monthly instalment...	...325	0	0
336 Loads at Rupees 25 per 26 loads, say	...323	0	0
336 Loads cutting at 4 Annas per load	... 84	0	0
Clerks' and Peons' wages	... 86	0	0
	818	0	0
Being a loss at.....	62	0	0

(Signed) JAMES WILSON & CO.

Ootacamund, 16th April 1862.

Statement showing the actual sales for July and August 1861, and the deductions at the rates given in the pro forma Statement.

1861	July 1st, Monthly instalment				325	0 0
„	1/31 Bandy hire 178 loads...				170	0 0
„	„ Cutting at Shola at 4 annas per load...				44	8 0
„	„ Bandy hire at head loads equal to 145 bandy loads				140	0 0
„	Cutting at 145 loads at 4 annas				36	4 0
„	Clerks' and Peons' wages				86	0 0
		Total....			801	12 0
	Less Sales.					
	Head loads	170	2	4		
	178 Bandy loads at $\frac{1}{2}$	400	8	0	570	10 4
	Being a loss at, to Contractors.....				231	1 8
1861,	August 1st, Monthly instalment				325	0 0
„	1/31 Bandy hire 55 loads...				53	0 0
„	„ Cutting at Shola at 4 annas				13	12 0
„	„ Bandy hire at head loads equal to 137 bandy loads				131	0 0
„	„ Cutting at 137 loads at Shola...				34	4 0
„	„ Clerks' and Peons' wages				86	0 0
					643	0 0
	Less Sales.					
	Head loads	159	13	7		
	55 loads at $2\frac{1}{4}$...	123	12	0	283	9 7
	Being a loss at, to the Contractors.....				359	6 5

(Signed) JAMES WILSON & Co.

From Major J. H. M. BABINGTON, Assistant Conservator of Forests, to the Conservator of Forests, dated Ootacamund, 7th August 1861, No. 66.

Sir,

1. I have the honor to acknowledge the receipt this day of the Proceedings of Government, No. 1,541 of the 3rd August, in which it seems Government is averse to Mr. McIvor being prosecuted for damage to a Government wood.

2. The above reply throws upon me a legal responsibility which I conceive was never thought of by Government, and I humbly beg Government will relieve me in this matter where I have acted entirely for its interest, and delay would be very dangerous.

3. I before showed you that I was informed the only way in which I could prevent the sale of timber by Mr. J. McIvor was in filing a suit for damages done to Government wood, which was done pending a reference to Government, and in order to stop his selling wood during the investigation of the case, an Injunction was obtained to-day in Court, he applied for the withdrawal of the injunction by reason of Government having declined to prosecute him.

4. I beg to bring to your notice that the instant the Injunction is removed, the probability is Mr. McIvor will fell every tree on the land leased by him, through the wood into the market being able to undersell the firewood Contractor, who pays Rupees 325 per mensem for thid privilege, which would be a manifest injustice to the said Contractor.

5. I am threatened by Mr. McIvor with a suit for damages in having so long prevented him from selling wood, and trust the Government will take upon itself my defence, should this threat be carried out.

6 In conclusion, I solicit instructions as to what course you would have me adopt in this matter.

(A true Copy of a Copy.)

Ootacamund, 16th April 1862. (Signed) JAMES WILSON & Co.

From Major J. H. M. BABINGTON, Assistant Conservator of Forests, to Messrs Wilson & Co., dated Ootacamund, 1st November 1861, No. 105.

GENTLEMEN,

1. I have the honor to acknowledge the receipt of your of the 21st ultimo, regarding which I was under the necessay of applying to the Head of my Department.

2. I regret that the Officiating Conservator of Forests has directed me to stop you from cutting any more wood, unless the instalments now due are at once paid up.

3. Agreeably to these instructions I now give you notice that you will not be permitted to carry away any more wood from the Governor's or other Shola, unless satisfactory arrangements are made for the payment of the instalments now due from you.

4. I am directed to state that your deposit money will be considered forfeited in case of any delay in settling the instalments, and beg leave to direct your attention to the 3rd paragraph of your contract which makes you liable for the amount of the remaining instalments, say five.

(A true Copy.)

Ootacamund,
16th April 1862.

(Signed) JAMES WILSON & Co.

No, 528. ORDER THEREON, 29th May 1862, No. 1,190.

1. Messrs. Wilson & Co. purchased in March 1861 the wood of a Shola for supply to the residents of Ootacamund for the sum of Rupees 3,900; to be paid in twelve monthly instalments. In the Petition submitted with the second of the papers above recorded, they pray for a remission of part of the amount, on the plea that they have been great losers by the purchase, owing to Mr. J. McIvor having felled wood on the land rented to him at Ootacamund, and undersold them in the market.

2. The Governor in Council has considered Messrs. Wilson & Co.'s petition; and he sees no reason for granting the remission sought therein.

3. Messrs. Wilson & Co. admit that "it is no where expressed in the contract" signed by them that no wood should be sold in competition with them, and they must be aware that Government could not ensure them a monopoly but they remark that they understood as much from Major Babington the Assistant Conservator. The Government learn, however, from a letter from that Officer to the Conservator, dated 19th March last,* that at the time the contract in question was accepted, "Mr. J. McIvor was selling firewood." Messrs. Wilson & Co. must therefore abide by their contract.

* In G. O. 1st April 1862, No. 718.

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

Ootacamund 16th April 1862

To J. D. Sim Esqre
Secretary to Govrment in the
Revenue & Public Works Departments
Madras -

Sir

We beg to transmit herewith a petition and (4) enclosures relative to a Contract made with Govrment on the 12th day of March 1861 by our Mr James Wilson, for cutting and supplying firewood to the residents of Ootacamund; and respectfully request you will be pleased to submit the same to His Excellency the Governor, for favorable consideration.

We have to add that on the 26th September 1861 we submitted a similar petition, Enclosures to E. B. Thomas Esqre, Collector of the district of Coimbatore, praying for relief from the losses we had up to that period sustained, and were then ascertaining, by contract as aforesaid, but as no result has up to the present time been communicated to us; and as E. B. Thomas Esqre will shortly proceed to England, we take the liberty of requesting you to submit our second petition, and in the an-

This seems to be a claim to be allowed against Messrs Wilson & Co for loss sustained by them in consequence of the failure of Mr McIvor to supply them with firewood.

Rec'd 1862 Oct. 1st
Pro: of Govt. for May
No. 1152

From

Messrs. Wilson & Co.

Dated 16th Oct. 1862.
Received 23rd Oct. 1862.

E-1.

No 190 - 28th May

Submit a Petition relative to a contract made with Govt. for cutting and supplying firewood to the Kaffrarian & Colaesammund -

Respectfully Your Obedient Servants

Wilson & Co.

No. 527.

anticipating of the formula and -

We are, &c.

12 May 1862

Messrs Wilson purchased the work of a Store for 3,000 Rs and they seek a remission on the plea that they have been great losers by the purchase owing to Mr. J. McLoor having failed work on the land until obliged him at obtaining and completed them in the month

They admit that "it is no where expressed in the contract "signed by them that the work would be held in connection with them but they understood as much from Major Babington - one of whose letters to the Conservator regarding Mr McLoor's proceedings they quote. Major Babington knows in his letter to the Conservator of 19 March last says there reason "is not valid as the

* Vide J. of a memo of the advance to Messrs Wilson & Co. in favour of work as per contract as per extracts from Colonial Engineer's Contracts Book

14th April 62 No 9-10.

Rev. 1862
Rev. of Govt for Jeffn
Strom.
Dept
10-1055.

The Officiating Conservator of Forests

To.

The Secretary to Government
Revenue Department
Fort St. George

Dated 7th
Rec'd 10th April 1862

No

Copy of Messrs Wilson & Co's agreement forwarded with reference to Proceedings of Government No 718 dated 1st April 1862.

No 1190-28th May

No 526.

No 1190 Revenue Department

Proceedings of the Madras Government under date the 28th May 1862

Read the following

From the Officiating Conservator of Forests - papers -

Copy of Messrs Wilson & Co's agreement, forwarded with reference to Proceedings of Govt No 718 1st April 1862.

(Executed 7th April 1862 Rs)

From Messrs Wilson and Co - Submitting a petition relative to a contract made with Govt for cutting and supplying firewood to the residents of Ootacamund -

(Executed 16th April 1862 Rs)

Messrs Wilson & Co purchased in March 1861 the wood of a Shola for supply to the residents of Ootacamund for the sum of Rs 3900; to be paid in twelve monthly instalments. In the Petition submitted with the second of the papers above recorded, they pray for a

a remission of part of the amount, on the plea that they have been great losers by the purchase, owing to Mr. J. Mc Donnell having felled wood on the land rented to him at Ostacamund, and undersold them in the market.-

2. The Govr in Coll has considered the Pss Wilson & Co's petition; and he sees no reason for granting the remission sought therein.

3. The Pss Wilson and Co admit that "it is no where expressed in the Contract" signed by them that no more should be sold in competition with them; but they remark that they understood as much from Major Babington the Asst Conservator. The Govt learn however from a letter from that Off.r to the Conservator dated 19th March last that at the time the Contract in question was accepted, "Mr. J. Mc Donnell was selling pine wood." the Pss Wilson & Co. must therefore abide by their Contract.

J. D. S

+ and they must be aware that Govt could not ensure them a monopoly-

+ In G.O. 1st April 1862 No 718.

Copy
To Messrs Wilson and Co Dist. 29
4 " Conservator of Forests -
14 " Board of Revenue

Revenue 1862 Dept
Pro: of Govt for May.
No: 1190.

Pro: of the Madras Govt
Dt 28th May 1862.
From the offg Conservator
of Forests Dt 6th Oct 62
& No 2838 inc Pro.

Passing orders on
Papers relating to
Messrs Wilson & Co
Cutting and supplying
firewood to the Resi-
dents of Pulicat.

Fwd a contract of Messrs
Wilson & Co of Pulicat

Copy to Asst Steadman
15 Oct 1862.
R. 2219

No 526 at 528.