M.R.O. 14—10,000—21-4-22.

# MADRAS RECORD OFFICE.

---

## Government of Madras.

Revenue DEPARTMENT.

| | |
|---|---|
| G.O. No. 1977 | Press Mis. |
| 246. 247 | |
| Dated 13. 9. 1862. | |

***Not to be folded or roughly handled***

*Proceedings of the Madras Government, Revenue Department, 13th September 1862.*

No. 216. Read the following letter from E. B. THOMAS, Esq., Collector of Coimbatore, to J. D. SIM, Esq., Secretary to Government, Fort Saint George, dated Ootacamund, 24th October 1861, No. 53 :—

SIR,

1. Government having decided in their Proceedings of 30th September 1861, No. 1,885, that no legal action should be taken against Mr. J. McIvor, pending the issue of the legal Proceedings already instituted against him, I should not have troubled the Government again on the subject, but I think it right (ere a final decision on the matter is eventually resolved on), that Government should be *aware* of Mr. McIvor's conduct in the interval.

2. For the Contractors, Messrs. Wilson & Co. (no doubt losing heavily, as they truly represent), nothing I fear can be done till Mr. McIvor's case is finally settled. When their losses, through his unprincipled spoliation, will be a fair subject for the liberal consideration of the Conservator of Forests and of Government. I beg to send Messrs. Wilson & Co.'s original petition with copies of letters.

---

No. 217. ORDER THEREON, 13th September 1862, No. 1,977.

Ordered to be recorded, with reference to Government Order 29th May 1862, No. 1,190.

(Signed) P. P. HUTCHINS,
*Acting Deputy Secretary to Government.*

No. 26. Sep 26.

L. T. L.

Potacamund, 26th September 1861

To C. B. Thomas Esq

Collector

of Coimbatore

Sir

We beg most respectfully to submit the accompanying petition, with enclosures, for your consideration, in the hope that you may see fit to forward it to the proper authorities, with a view of relieving us from the serious losses we are sustaining on account of the Government Telewood contract.

In addition to the items set forth in the statement herewith enclosed, we have laid out upwards of Five Hundred Rupees in making roads & bridges in the Jungle. The state of these roads, and the great distance of the Jungle from Potacamund, renders it impossible for the Cartmen to make more than one journey per day - In

In wch weather these roads are totally impracticable.

We would beg to bring to your notice, that the wood Contract prior to the 12th March last, was brought by one Muddunah for three thousand Rupees, and that owing to the losses he sustained during the first year, the Contract was extended to him gratuitously for the second year -

We earnestly hope that you may be pleased to forward our petition for favourable consideration, as we feel assured that it is not the wish of Her Majesty's Government, that its subjects should suffer by a contract with it -

We are, Sir

Respectfully Your Obedient Servants

J. K. Widgeon &c

In wch weather these roads are totally impracticable.

We would beg to bring to your notice, that the wood Contract prior to the 12th March last, was brought by one Muddunah for three thousand Rupees, and that owing to the losses he sustained during the first year, the Contract was extended to him gratuitously for the second year -

We earnestly hope that you may be pleased to forward our petition for favourable consideration, as we feel assured that it is not the wish of Her Majesty's Government, that its subjects should suffer by a contract with it -

We are, Sir

Respectfully Your Obedient Servants

J. K. Widgeon &c

To.

E. B. Thomas Esq.

Collector.

of Coimbatore

The petition of James Wilson and Charles Bill. carrying on business in Ootacamund, as Livery Stable-keepers, and General Agents;

Humbly Sheweth,

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 monthly instalments, and as a security for the fulfilment of the Contract, and under its conditions deposit Three hundred Rupees, and has since paid monthly viz.

| | |
|---|---|
| on the 1st April 1861 | Rs. 325 " " |
| " " 1st May " | " 325 " " |
| " " 1st June " | " 325 " " |
| " " 1st July " | " 325 " " |
| " " 1st August " | " 325 " " |

being the monthly instalments in the terms of the Contract.

That this contract at the present rates charged is subjecting your petitioners to heavy loss, will be seen by the statement hereunto annexed, the actual loss for the last two months viz from 1st July 1861 to 31 August 1861, amounting to Rupees 1342. 0 " 7 or thereabouts: and that the loss has been proportionately heavy during the months prior to the 1st July 1861.

That the amount to meet the monthly instalments must be taken from the general funds of your

petitioners business, and has been to them productive of considerable inconvenience; in addition to the serious loss herein already shewn.-

Although it is nowhere expressed in the Contract, 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: - However Mr. McIvor who some years ago, had a free grant of land from Government, for cultivation and Farming purposes only, has been cutting and selling firewood in large quantities at, at least 12½ per cent less than your petitioners can: in fact, the sale of head loads by your petitioners has altogether ceased.

In proof that the sale of wood cut by your petitioners in the "Governor's Shola" was understood to be a monopoly; Major Babington entered an action in the court at Ootacamund, against Mr. M[illegible] selling wood off land, grant[illegible] Ivor for cutting and forentirely different p[illegible] said to him by Government by the Board of P[illegible]urposes; this action has been stopped is concern[illegible] revenues, and this matter, so far as Mr. Ivor has been [illegible]d, is understood by your petitioner, to have been submitted to the Home Government.-

Under these circumstances your petitioners request you will have the goodness to submit their petition to the proper department, with a view that such relief may be afforded, as will free them from a portion, if not all of the losses which they have already sustained, and are likely to sustain by the fulfilment by them of their part of the contract (a copy of which is hereunto annexed) and your petitioners as in duty bound, shall ever pray

Dated at Ootacamund This 26th day of September 1861

James Wilson
(Head Man Bird)

Statement shewing the actual outlay nightly monthly Instalment, Cutting and Carting from the "Governors Shola" less the amount received for the quantity of firewood sold, for the months of July and August 1861.

| | | | | |
|---|---|---|---|---|
| July 1 1861 | To paid monthly Instalment . . . . | | Rs | 325. . . |
| 1/31 | " . . " . Wood cutters . . . . . | | | 231.9." |
| " | " . . " . Clerks & Peons Wages . . . . . | | | 86. . . . |
| " | " . . " . Hired Bullocks & Bandymen . . . | | | 142.3." |
| " | " . . " . Cost of 12 Bandies & Bullocks | | | 300. . . . |
| . | " . . " . Kept exclusively for Jungle purposes | | | |
| | | | | 1084.12." |
| | Less Sales. | | | |
| 1/31 | Head Loads | Rs 170.2.4 | | |
| " | 1/8 Bandy Loads . . . @ 2/4 . | 400.8." | | 570.10.4 |
| | | | Less. Rs | 514.1.8 |

| | | | |
|---|---|---|---|
| Augt 1 1861 | To paid monthly Instalment . . . . . | Rs | 325. . . . |
| 1/31 | " . . " . Wood Cutters . . . . . | | 335.3.6 |
| | Clerks & Peons Wages . . . . . | | 86. . . . |
| | Hired Bullocks & Bandymen . . . . | | 45.5." |
| | Cost of 12 Bandies & Bullocks | | . . . |
| | Kept exclusively for jungle purposes | | 300. . . . |
| | | | 1111.8.6 |
| | Less Sales. | | |
| 1/31 | Head Loads . . . . . | Rs 159.13.7 | |
| " | 1/8 Bandy Loads . . . . . | 123.12." | 283.9.7 |
| | | Less. Rs | 827.14.11 |

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

James Wilson
Officiating Conservator

Statement shewing the actual sales for July & August 1861 and the charges at the rates given in the proforma statement herewith annexed

| | | | |
|---|---|---|---|
| 1861 July 1 | Monthly Instalment | | Rs 325. ". ". |
| 1/31 | Bundy Hire 178 Loads | | 170. ". " |
| " | Cutting at Shola at 4 annas per Load | | 44. 8. " |
| " | Bundy Hire of Head Loads, equal to 145 Bundy Loads | say | 140. ". " |
| " | Cutting 145 Loads at 4 annas | | 36. 4. " |
| " | Clerks & Peons | | 86. ". " |
| | | | 801. 12. " |

Less. Sales

| | | | | |
|---|---|---|---|---|
| 1/31 | Head Loads | Rs 170. 2. 4 | | |
| " | 178 Bundy Loads | 2/4 | 400. 8. " | 570. 10. 4 |
| | | | Which shews a loss of Rs | 231. 1. 8 |

to the Contractors

| | | | |
|---|---|---|---|
| 1861 August 31 | Monthly Instalment | | Rs 325. ". " |
| 1/31 | Bundy hire 55 Loads | | 53. ". " |
| " | Cutting at Shola at 4 as per load | | 13. 12. " |
| " | Bundy hire of Head Loads equal to 137 Bundy Loads | say | 131. ". " |
| " | Cutting 137 Loads at 4 annas | | 34. 4. " |
| " | Clerks & Peons | | 86. ". " |
| | | | 643. ". " |

Less Sales

| | | | | |
|---|---|---|---|---|
| | Head Loads | Rs 159. 13. 7 | | |
| " | 55 Bundy Loads | 2/4 | 123. 12. " | 283. 9. 7 |
| | | | Which shews of loss of Rs | 359. 6. 5 |

to the Contractors.-

James Wilson
Conductor

Proforma Statement, showing that at the present rates charged by the Contractors for firewood according to Contract - loss must result to the Contractors

Say there are 12 Bundles employed - each bundy cannot bring more than one load per diem - and take 28 days, as the number of Working days in each month: then -

12 Bundies × 28 days gives 336 Loads . . . @ 2/4 Rs 756. .. ..

Charges -

| | | |
|---|---|---|
| Monthly Instalment .. . . . | Rs 325. .. .. | |
| 336 Loads at Rs 25 for 26 Loads say. | 323. .. .. | |
| 336 Loads; Cutting .. 4 as . . . . | 84. .. .. | |
| Clerks & Peons . . . . . | 86. .. .. | 818. .. .. |

Which shews a loss of Rs 62. .. ..

to the Contractors -

Superintendent

Chandbali

Copy of a Copy

Rules to be adopted by the Purchaser of the portion of the Government Shola advertised to be sold on Wednesday

1 A portion of the Shola lying West of the Thorn 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 years 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 1000 Bandy loads will be allowed. The remainder at the expiration of the Contract.

3. The amount of purchase money shall be paid in 12 monthly instalments commencing from the 1st April 1871 satisfactory security shall be given for the amount of the last instalment before the wood is sold and the purchaser must bind himself to pay the said amount even though unable to carry out his contract. A deposit of Rs. 300, such sum of Rs. 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 Do per Bullock Do of 5 maunds
9 Rice an Coaly Do of 2 Do.

5 If purchasers require their Bandies loaded by the Contractors 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 stipulated prices of 6 Rupees and 4 Pell of every Candy per day he shall render himself liable to a fine of not more than Rupees one hundred to be fixed by the Assistant Conservator.

7. All points of dispute between the Contractor and the Lessee at Cotacamund shall be referred for settlement to the Assistant Conservator who shall have the power of inflicting a fine of not more than Rupees 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 the 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 15th March 1862.

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

Cotacamund } Signed/ M. Babington Major
12th March 1861 } Asst. Conservator of Forests.

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 in the presence } Jas. James Wilson.
of Lt. J. McIvor. }
" T. Sheffield. }

Cotacamund the thirteenth day of March 1861.

An order for Rupees three hundred drawn by Mr Arnold in favor of James Wilson has been given as Deposit.

M. Babington Major
Asst. Conservator of Forests.
James Wilson

Coimbatore Collectors
Office Ootacamund
28th September 1861.

No 322.

From
H M Thomas Esqr
Collector of Coimbatore

To
The Inspector
Ootacamund.

Sir,

I having been reported to me that you are selling Government Timber at Thankayam and elsewhere, to a large extent, in direct contravention of the known wishes of Government, and without any legal or just right to do so, I beg to warn you that you are acting contrary to your own best interests, and to Government rights - and that you will hereafter be liable to be sued for the full value of the wood you are now illegally selling. Neither your lease nor any permission of mine, (as you are well aware) give you any right to [illegible] if it possibly could do so, any such

Date of Receipt 24th Sept 1861 No 953

(Signed) [illegible]
Collector

Coimbatore Collectors
Office Ootacamund
28th September 1861.

No 322.

From
H M Thomas Esqr
Collector of Coimbatore

To
The Inspector
Ootacamund.

Sir,

I having been reported to me that you are selling Government Timber at Thankayam and elsewhere, to a large extent, in direct contravention of the known wishes of Government, and without any legal or just right to do so, I beg to warn you that you are acting contrary to your own best interests, and to Government rights - and that you will hereafter be liable to be sued for the full value of the wood you are now illegally selling. Neither your lease nor any permission of mine, (as you are well aware) give you any right to [illegible] if it possibly could do so, any such

Date of Receipt 24th Sept 1861 No 953

(Signed) [illegible]
Collector

Government Dindigul

Mr. W. &c.

(Signed) S. B. Thomas

Collector

(True Copy)

S. D. Mercara

Collector,

Craigmore W. Kartairy
7th October 1861

To.

E. B. Thomas Esquire
Collector of Coimbatore

Sir,

I have the honor to acknowledge receipt of your letter dated 28th Ultimo No. 322 and in reply beg to state that I am not felling any Government Timber, and that, the timber, I am now removing, is from my own Land and was felled with the Sanction of the Assistant Conservator of Forests, altho' from the permission I hold from you to fell timber, and the deposition of the Acting Conservator of Forests given before the Subordinate Court, I Consider myself at liberty to dispose of any timber, I may be entitled to cut, but as I discovered the felling of timber near

Have letter from the Collr of Coimbatore dated 24th October 1861.

From
The Collector of Coimbatore
To
The Asst Conservator of Forests Southern Circle

Requesting information regarding cutting Government Teak at Karkumbi -

R. No. 2577/61

Botacamund was Contrary to the wishes of Government, I at once stopped it, and I am only now removing what is already felled.

With reference to that portion of your letter in which you state "I am acting Contrary to my own best interests," I beg to remind you that I can have little interest in the matter seeing that Government by Confiscating the Land I now occupy on the 31st December next, actually appropriate the Capital I brought with me to the Country as well as my time and labor during these past six years, besides a considerable crop of Coffee now on the trees, which will just be ready for picking in January, and to bring forward which, I am even now daily spending money, and altho' this might be urged as a reason for my making the most of the land, until that period, still I do not

not desire to act Contrary to the wishes of Government. and therefore stopped the felling, and will also with pleasure stop the disposing of that already felled upon a Notice from Government, and I trust you will pardon my telling you, that from the very uncourteous manner you received me, when I did myself the honor of Calling at your Cutcherry, and the hostile feelings, you have all along displayed regarding this land question, I did not expect any further Communication from you, and therefore addressed myself to a Higher authority, but since you have thought it necessary to write me, I request you will be good enough, to forward this letter to Government. in order to ascertain their wishes regarding the disposal of the Timber now felled - I may also take this opportunity of

of remarking, that I am convinced I would have received a favorable reply to my petition from Government, long ago, instead of being kept in this state of suspence so very hurtful to my interest, had it not been, for the prejudicial influence you have been able to bring to bear on my case, seeing that as far as Government are concerned, they receive the same land tax from me by allowing me to return the land at Martairy, as they would from those they might give it to, and as a proof of this, Government wish to encourage Europeans to settle in the Country, and have no object in depriving me of that I have created, and throwing me destitute.—

I have &c
(Sd) John Scott

(True Copy)
E. B. T.
Collector

Gr. 1/4 Cask

of remarking, that I am convinced I would have received a favorable reply to my petition from Government, long ago, instead of being kept in this state of suspence so very hurtful to my interest, had it not been, for the prejudicial influence you have been able to bring to bear on my case, seeing that as far as Government are concerned, they receive the same land tax from me by allowing me to return the land at Martairy, as they would from those they might give it to, and as a proof of this, Government wish to encourage Europeans to settle in the Country, and have no object in depriving me of that I have created, and throwing me destitute.—

I have &c
(Sd) John Scott

(True Copy)
E. B. T.
Collector

Gr. 1/4 Cask

No 98 Polacaimund October 14th 1861

To The Collector
of Coimbatore.

Sir,

I have the honor to acknowledge
now returned. the receipt of the letter to your address
from Mr. Mc. Ivor of the 7th Instant,
which I suppose I am called upon to
substantiate.

2. I exceedingly regret that Mr.
Mc. Ivor should have ventured upon
the unfounded statements which
appear in the 1st para of the said letter.

3. So far from Mr. Mc. Ivor only
removing wood previously felled with
my sanction, he has been felling in
other Nilas besides that single one in
which permission to cut was formerly
granted.

4. It further appears that Mr.
Mc. Ivor obtains a large sum daily,
from some one for the privilege of
burning

1861 Department.
I have a letter from the
Collr. of Coimbatore Dd
24th Octr 1861 No 53.

From
The Secy. to the Govt
of Madras.
To
The Collector of
Coimbatore.

Sir,

I am directed by the Board of
Revenue to transmit herewith
for your information a copy of a
letter from Mr. Mc. Ivor dated
the 7th Instant, and to request
that you will report for the
information of the Board what
foundation there is for the
statements contained in the
said letter.

I have the honor to be
Sir
Your most obedient
Servant

In a Letter from the
Collr of Coimbatore dd
24th Octr 1861 No 53 -

From The Asst Commissioner
of
To, The Collector of
Coimbatore -

Stating that the
Headmen have been collecting
wood in other than their
respective the Jungle are
in which persons in
each were formerly granted
and that he has caused
away upwards of 300
cooly loads of wood
and 600 bags of Charcoal

R. No 2577/61