

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 524

Press
~~Mis.~~

128-159

Dated

16 - 3 - 1863

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
16th March 1863.*

No. 158. Read the following letter from Captain J. J. BRENE, 4th Regiment Native Infantry, to J. D. SIM, Esq., Secretary to Government, Revenue Department, Madras, dated Ootacamund, 13th January 1863:—

SIR,

1. I have the honor to acknowledge the receipt of a copy of the Officiating Conservator of Forest's letter No. 282, dated Tonacadvoo, Anamallai Hills, November 24th 1862, with the Government Order thereon No. 2,592, dated December 11th 1862.

2. I would have done myself the honor to submit my reply at an earlier date, but have been prevented from so doing by the necessity of a reference to the Anamallai Forest Office.

3. Regarding that portion of paragraph 3 of Captain Beddome's report concerning the Establishment, I have the honor to state that when I left the forest on the 20th of last October owing to a severe attack of fever, the establishment was in every respect in proper order; and the current general work of cutting planks and dragging them to the road side, extending roads, constructing bridges, &c., had up to that period progressed satisfactorily. In proof of which I beg to state that out of 3,000, planks the estimate for the season, I had by that time cut 2,500, exclusive of other work. With reference to the Office Records, I have the honor to state that my having ordered the Office to remain at Anamallai was a necessity imposed upon me through the continued illness of my Head and only English Writer, contracted in the former season. One Writer had lately died from fever, and to have brought the present one with me to the forest would have certainly entailed a like fate on him. Even though he was located with the Office at a distance from the forest of nine miles, he was so continually ill with fever as to be unable to attend to the current work of the Office.

The records first fell into arrears during Lieutenant Ouchterlony's period of duty; and owing to the above causes have continued so ever since. Yet though the books were not all written up, rough copies were kept, and the accounts were duly and correctly rendered every month.

4. As regards the advance of Rupees 7,904, outstanding against cart men, I have the honor to state that on my taking over charge from Lieutenant Ouchterlony on the 24th December 1861,

I at once communicated with Major Morgan on the subject, *vide* copy* of my letter to him marginally noted and appended.

Previous to forwarding the above letter, I had written to that Officer within four days after resuming charge. I have not received a copy of this document from the Forest Offices; but I have a perfect recollection of the subject matter of it. In it I brought to Major Morgan's notice the extremely injudicious manner in which these large advances had been made, that such a mode of proceeding was quite opposed to my views in working the forest; and that I must decline to be responsible for these advances, which were made by Lieutenant Ouchterlony, and consequently on that Officer's responsibility. At the same time I felt it to be my duty to endeavour to work out these advances to the best of my ability.

In order that the Government may fully understand the difficulty under which I labored in doing this, I will now explain the terms and the manner in which these advances were made.

They were made to a number of individuals without any other security than the value of their carts and bullocks; and the penalty attached by law to persons for breach of contract.

The advances were made principally in the months of July and August 1861, and the time allowed for the performance of the contracts, extended to the months of July and August 1862. I do not remember that any contracts of this nature were ever made for such a long period before, certainly not in my time.

After I resumed charge I ordered the Overseers to do all in their power to get these defaulting contractors together, and make them work, but we never could get hold of them. I have issued repeated Takeeds to the Tahsildars of the Talooks to which these men belonged, requesting them to compel the defaulters to go to work. The answers I received were as I had all along foreseen, that they could do nothing in the matter until the date on which the contract expired was up.

No. 93, dated Tanamadavon,
September 7th, 1862.

In the beginning of last September I addressed the Collector of Coimbatore on this subject, *vide* letter marginally noted and appended.

That Officer advised my communicating with the Deputy Magistrate of the Polachy Division with a view to bring the defaulters to justice, and either compel them to work out their contracts, refund their advances, or failing this suffer the penalty attached to their offence. I acted accordingly, *vide* Takeeds to the Deputy Magistrate appended.

About this time some of the cart contractors hearing what steps were being taken concerning them, came forward and offered to go on with their work, but at the same time stated that the road was impassable between the foot of the slip and the floating station. I at once sent an Overseer to examine and report on the condition of the road.

No. 77, dated Tanamadavon,
August 5th 1862.

The result of his inspection will be found in the letter marginally noted and appended, which I immediately addressed to Captain Biddome on the subject, and to which I never received any reply.

On my handing over charge to Captain Michael I fully explained to him the whole of the above subject, and I told him that although in the Monthly Account Current this large advance was still entered as an "outstanding one," yet that in reality there was only a sum of about Rupees 2,500 to be accounted for by defaulting contractors. The remainder had been worked out, but the parties had not yet presented their receipts in order to the final settlement of their balances for or against them. Until they did this the amount must remain as "outstanding" on the books.

I trust I have now said enough on this subject to prove that I have done all that lay in my power to work out these advances, and that as I lost no time in bringing them to the notice of the Head of my Department, on my resuming charge, the Government will be pleased to relieve me of their responsibility.

5. With reference to the advance of Rupees 997 outstanding against axemen, I have the honor to state that the greater part of this sum was advanced by me in the usual manner before the commencement of the felling season, viz., in June and the beginning of July at Palghaut.

These advances are always made before, and registered by the Tahsildar of Palghaut, through whom the men can at any time be produced or the money recovered.

In the early part of the season I turned my attention to the working out of all the advances I had made to axemen. I then cut up to 2,500 planks by voluntary work, that is, by paying the axemen on the spot as soon as these planks were cut, without having previously made them any advance, a system which answered exceedingly well. I expected from what I was told in the forest, that the men against whom advances still remained outstanding would be up to work very shortly. I became very ill on the 15th October, and was obliged to quit the forest shortly after. Before doing so I gave the Head Overseer strict orders that he should on no account permit any more planks to be cut by voluntary work, but that the remaining 500 planks were to be reserved for the defaulters to work out their advances on. In ten days after this I was relieved by Captain Michael to whom I mentioned the matter.

I can only say that had I instead of being thus relieved remained till the end of the working season, I should certainly have taken all proper steps for the working out or recovery of this advance; and from my own experience I have no reason to suppose that Captain Michael will experience any difficulty in so doing.

6. With reference to the 5th and concluding paragraph of Captain Biddome's letter, I solicit permission to submit for the consideration of the Government a succinct account of the Contractor's planks from the period of drawing the contract with the view of explaining my conduct in the matter.

The offer was made to me by a Native of Anamallai, named Chinnar Rowten. I told him that if he would cut the planks of dimensions considerably exceeding those of the planks ordinarily cut by my establishment, he should have the contract at 1 Rupee per cubic foot, the *examine*

of carting and slipping to the foot of the slip being borne by himself. I made a calculation before entering into the contract, to determine the actual profit which would be eventually derived on delivering the planks to the Bombay Government; and I found that if the planks were cut of the dimensions promised by the contractor, the transaction would be a profitable one in every respect. It should be borne in mind that this calculation was made solely with reference to the high prices paid by the Bombay Government for superior timber; but they having subsequently declined to take any more planks my anticipations have been disappointed.

Shortly after the contract was executed I became very ill, and finding there was no probability of my being able to return to the forest for the working season, I wrote to Major Morgan to that effect; and stated that as I could not personally superintend the cutting of these planks, I begged he would for the present cause the work to be suspended, as it was an experiment on my part; and I would prefer personally to superintend it. Moreover, the Officer who was to act for me was young and totally inexperienced in forest business.

Contrary to my wishes however, Major Morgan ordered the contract to be proceeded with under the supervision of Lieutenant Ouchterlony. Yet in his letter to the Government, dated Manantoddy, 8th March 1862, No. 842, he records his disapprobation of the contract. Why then was my request to have it suspended not complied with?

Paragraph 3.

On my resuming charge on the 24th December 1861, I found that all the planks had been cut, and delivered according to the terms of the contract at the foot of the slip. The Head Overseer then informed me that Major Morgan had seen a number of these planks at the slip, and had then expressed his satisfaction at their size and appearance.

I was also at the same time informed that the whole of the planks had been delivered ready for measurement by the end of the first week in December, a whole fortnight before I joined.

I was naturally surprised after this to be ordered to measure them; and remonstrated, first that my predecessor should have had them measured, he having cut them; and secondly, that the locality had now become very unhealthy.

I however subsequently sent the Head Overseer, Mr. J. Lennon, to measure them; and reported the same.

The measuring of the planks is the peculiar duty of the Head Overseer, *vide* Dr. Cleghorn's Manual of Forest Duties. The Officer only measures the planks in person when he has reason to doubt the correctness of his Overseer's measurements. No such doubt had ever been expressed of Mr. Lennon to me; and during my personal experience of the manner in which he had hitherto performed his duties, I had every reason for placing implicit confidence in him.

That Captain Biddome did the same is evident from the following extract of his demi-official to me, "If Lennon, senior, measured your contract planks I should not doubt their correctness; but as questions may arise upon it I strongly recommend you to satisfy yourself."

Feeling however perfectly satisfied for the reasons given above, and also being informed by Captain Biddome that I was to be relieved very shortly, as I had good reason to believe, by Lieutenant Ouchterlony, I considered that it would be better to leave it to him to act in the matter, he having cut them.

The planks measured by Captains Michael and Biddome were possibly not a fair sample, they being taken from a small number yet remaining at the foot of the slip, while the greater portion is either at the floating station or at Ponany.

Whatever the responsibility therefore, if any, which the Government may after this explanation assign to me in this matter, may I request that the whole of these planks may be carefully measured by competent persons, and compared with the Overseer's measurements now in the Office.

If then the measurements prove to be false, I respectfully solicit that the Head Overseer, Mr. J. Lennon, lately promoted by Captain Biddome to be Sub-Assistant Conservator of Forests

in Kurnool, be called upon for an explanation of his conduct in thus wilfully falsifying the measurements of these planks, which had been entrusted to his charge as part of his usual forest duties.

7. In conclusion, I respectfully beg to submit for the consideration of the Government that the conduct of Captain Beddome in making no comment on the monthly reports and accounts forwarded by me during my late tenure of office, containing all particulars of monetary and other transactions, and reserving his inspection of the forest and the submission of his complaints against me till I had finally left the Department is very unfair; and, moreover, places me in a most unexpected and disadvantageous position.

8. I append a copy of the Memorandum given by me to Captain Michael when handing over charge, in order to show that I did my best to make that Officer thoroughly acquainted with the existing state of affairs in the forest, as I am charged by Captain Beddome with not having given over charge in a proper manner. I was ill and had furnished him with a Medical Certificate to the effect that it would be dangerous for me to return to the forest for that purpose.

9. In conclusion I trust that the explanations I have now done myself the honor to submit may be deemed satisfactory by the Government. I can only add that during my tenure of the appointment I endeavoured to conduct its duties to the best of my ability; but it was my misfortune to be attacked by fever so constantly as to be prevented from giving that personal supervision to some of the minor details which I should otherwise have done.

From Captain J. J. BRINE, Assistant Conservator of Forests, to Captain H. R. MORGAN,
Officiating Conservator of Forests, dated Coimbatore, 15th January 1863, No. 158.

Sir,

1. Adverting to your letter No. 759 of the 6th instant, requesting me to submit a Statement of outstanding advances, I have now the honor to enclose the required document showing the amount outstanding from the 21st June 1861 to the 23rd December 1861, on account of advances made by Lieutenant Ouchterlony and yourself.

2. My letter No. 140 of the 28th ultimo was merely written for the purpose of removing the responsibility of these advances from myself and obtaining your opinion as to their future disposal, I did not therefore conceive it necessary to furnish you at that time with a detailed statement, your early opinion on the subject being to me the most important matter.

3. I beg to observe that the meaning of my assertion "the sum advanced being an excess of the work to be performed" is easily explained. It would appear from your letter under reply, although you do not distinctly say so, that the sum now outstanding as an advance is intended to cover, or partially so, the whole expense of moving the timber of various descriptions now out-lying in the forest. If this be your meaning then of course the amount of advance is not in excess; with a view to convince you that I did not make a random assertion with reference to this amount, I will now state the grounds on which I made it. These were first that the making so large an advance was contrary to the orders of Government, because it would be impossible to work out the advance within the prescribed period of three months; next that even if satisfactory explanations on this head were rendered to the Government there would still be great risk of loss owing to the length of time over which the advance must run; and the well known fact that contractors take advantage of this in neglecting their work and probably end by becoming defaulters. I have always endeavoured to keep the amount of advances as small as possible consistent with the proper performance of contracts.

4. I beg to observe that the total sum advanced from July 22nd 1861 to the present date is Rupees 10,050 exclusive of Rupees 2,500 for the purchase of elephants; though this latter sum must, I believe, be considered as an advance, until duly sanctioned. Of the above sum Rupees 9,000 were advanced by yourself and Lieutenant Ouchterlony, keeping in view the opinions of the Government on the subject of advances I cannot but think that they would be dissatisfied at this large amount of outstandings, of which about Rupees 4,000 only have been

worked out in the past six months, whereas the whole advance ought to have been by this time accounted for. The Government will demand explanations from me on this head, hence my reference to you soliciting your opinion.

5. With reference to the concluding portion of paragraph 2 of your letter under reply, I demur to the use of the term "random assertions" as regards any statement made by me either in my private or official capacity; and I take this opportunity of remarking upon the uncourteous tone adopted by you in your correspondence with me lately.

6. Adverting to paragraph 3 of the same letter, regarding the charge of assaulting a cart man, brought against the Head Overseer, I have the honor to submit for your consideration that the complaint should have been made to the nearest Magistrate; and that though I am always ready and willing to protect the workmen from ill treatment, yet were I on all occasions of this nature to interfere the duty might prove any thing but a sinecure. I am however bound to state that this is the first instance of the kind that has been brought to my notice; a like circumstance never having happened during my former tour of duty. The charge of assault has been enquired into by the Deputy Collector of Pulledum and dismissed.

(True Copy.)

(Signed) J. MICHAEL, Captain,
Assistant Conservator of Forests

From Captain J. J. BRINE, Assistant Conservator of Forests, to the Collector of Coimbatore,
dated Toonacadvoo, 7th September 1862, No. 93.

Sir,

I am desirous of commencing proceedings against certain cart contractors for breach of contract, and do myself the honor therefore to request that you will be pleased to inform if an order from you to the Government Vakeel at Coimbatore is necessary before I can issue instructions to that Officer to proceed in the matter.

Should it be so I shall feel obliged by your granting it at your earliest convenience and informing me of the same.

From Captain J. J. BRINE, Assistant Conservator of Forests, to the Officiating Conservator of Forests, Ootacamund, dated Toonacadvoo, 5th August 1862, No. 77.

Sir,

1. I have the honor to acquaint you that the road from foot of the slip to Mungara has become, since the setting in of the monsoon, totally impassable for carts. The wooden bridges beyond Calingode are useless, the platforms having been destroyed. The road itself is a mass of mud and has in parts been washed away.

2. Under these circumstances it is impossible to proceed with the carting of last year's planks, and consequently work out the outstanding advances till this road shall have been repaired; which cannot well be done till after the monsoon.

3. I had the honor to inform you at Ootacamund, in reply to your question on this subject, that about 4,000 Rupees yet remains to be worked out. I did not then take into account the amount of work performed, but account not settled. I now find that only 2,500 Rupees remain to be worked out. The cart contractors, will not come in to settle their accounts as soon as they do I will inform you of the exact amount of outstanding.

Copy of Memorandum by Captain Brine.

1. Carting above Ghat was impracticable up to date of my quitting the forest, viz., 20th October, owing to continued rain. There are several cart contractors willing to take contracts at Anaimalai, but as they all require from one to two thousand Rupees advance, I deemed it better to leave the matter for your decision, as you would then be working out your own contracts and advances instead of mine.

2. About 2,700 planks were cut up to the date of my departure, and no more axemen were allowed to work, as the remaining 300 will just about cover the small outstanding advances made to axemen at Palghat, but who have not yet come to work. A great portion of the planks were cut by axemen coming up of their own accord, without any advance, receiving payment as soon as the planks were cut in Rupees on the spot.

3. There are about 1,200 planks of last year's cutting at foot of Ghât. Advances were made for carting them to Mungara by Lieutenant Ouchterlony, but the cartmen were so dilatory in their work that the rains set in before they had done much. The road to Mungara became impassable being, as well as the bridges, in part washed away. The contractors were therefore compelled to stop work. The manner in which advances were made to these men was very injudicious, as the result has proved. There are some 350 planks of last year's cutting still above Ghât.

4. The Bombay Government have declined purchasing any more timber, the usual floating therefore did not take place, as there was no ground to stack the planks on, and it was not known they could be sold had they been floated. The floating of the timber was prohibited by Major Morgan.

5. Subsequently instructions were received from Captain Biddome to float the timber, but they came too late in the season, and had the floating been practicable, it was still necessary to secure a safe spot to store it in at Ponany previous to floating it. This was not effected till October.

6. The old road to Cawmalamoodly has been considerably extended, and now has three forks leading into the vicinity of the planks newly cut. The work of extension and bridge building is not yet completed, but was rapidly progressing when I left. The rains have interfered a good deal with the work.

7. The slip requires repair as soon as the weather will admit of it.

(Signed) J. J. BRINE, Captain,
Assistant Conservator of Forests.

Coimbatore,
October 30th, 1862.

Second Memorandum in continuation.

N. B. — This statement was made by me with reference to the confidence I placed in the exactness of the Overseer's measurements.

January 13th 1863.

(Signed) J. J. BRINE.

8. 500* planks of the largest size were cut by a contractor, Chinna Rowten, last season, and are now lying at Mungara. These were cut by contract at the rate of 1 Rupee per cubic foot. The contractor bearing the expense of cutting, carting and slipping to foot of Godavarely slip. These planks have been carefully measured, and full allowance has been made for shrinking, heartshake, &c., with reference to the measurements which would subsequently be made by the Bombay Agent. Had these planks been sold, as it was naturally concluded they would have been, to the Bombay Government, they would have realized a large profit, from the fact of their being uniformly of much larger dimensions and class than the ordinary run of our planks. You will bear in mind also that they were cut, carted and slipped at the contractor's expense; as this matter has been misunderstood and brought to the notice of Government on the supposition, an erroneous one, that the price per foot was too high, and that a corresponding loss to Government would result. I therefore wish to draw your attention to it, in case the matter should be again referred to by the Government.

9. A new timber cart has been purchased and another received from the Mudamallai Forest with a pair of bullocks. One of these is dead, sanction has been given for buying three others. The carts will be useful for carting heavy logs above Ghât.

10. As an experiment a contract has been made for cutting 100 logs of Vengay of not less than $22 \times 1 \times 1$ for sale as sleepers. Contractor has received 100 Rupees advance, and I believe has nearly finished his work. He was to be paid at the rate of $2\frac{1}{2}$ Rupees per tree, and as they would average about 30 cubic feet that would be Rs. 0-1-4 per foot, say slipping and dragging Rs. 0-2-8 per foot = 4 Annas per foot. Will probably fetch 6 Annas per foot at bottom of 2 Annas per foot or an average of Rs. 3-12-0 per tree, which formerly only realized Rs. 1-3-0 per tree by the seigniorage system.

1. Carting Trincomalee coal-shed timber above Ghât is 3 Rupees per cart.
2. Rate for carting Government planks above Ghât is 4 Rupees, and below Ghât to Mungara 5 Rupees per plank or per cart load for 1862-63.
3. Last year's rates above Ghât were $2\frac{1}{2}$, 3 and 4 Rupees, and below Ghât 5 Rupees.
4. Amount of Estimate for repairing and extending roads for 1862-63 is Rupees 3,000.

(Signed) J. J. BRINE, Captain,
Assistant Conservator of Forests.

(True Copies.)

(Signed) J. MICHAEL,
Assistant Conservator of Forests.

Coimbatore,
October 30th, 1862.

No. 159. ORDER THEREON, 16th March 1863, No. 524.

1. In their Order of 1st May 1862, No. 942, Revenue Department, the Government directed that Captain Brine, the Assistant Conservator of Forests on the Anamallais, should be held responsible for the correctness of his Overseer's measurements of certain Dockyard planks which had been cut by one Chinna Rowten on contract and delivered at the Calingode Numbody's slip, thirteen miles from Anamallai village, at the close of 1861.

2. This Order was passed on a letter* from Captain Morgan, then Acting Conservator, who reported that Captain Brine had entered into this contract on terms not usual, at high rates and without consulting his superior in the Department; that on his return from sick leave in December 1861 instead of measuring and reporting upon the contractors' planks personally, he sent his Overseer for that purpose; that when directed to proceed forthwith and check these measurements, he had failed to do so; and that he further had declined to be responsible for any loss which might accrue to Government on this account.

3. In his letter of 7th May 1862, No. 7, Captain Brine submitted certain explanations pointing out that the reason for his declining to take upon himself the responsibility of the measurements was, that the planks had been cut and delivered under the supervision of Lieutenant Ouchterlony, who should have measured them himself. He concluded by requesting permission to resign his appointment.

4. The Government accepted† Captain Brine's resignation, but declined to relieve him of the responsibility already laid upon him. On Captain Biddome taking Major Morgan's place Captain Brine asked to be re-employed in the Department, but this request was refused by Government.

5. From Captain Biddome's letter of 24th November last, No. 282, it appears that Captain Brine did not give over charge of his office to his successor, Captain Michael, till the 1st idem.

6. From the same letter the Government learnt that not only was the office in very great disorder, the books being a whole year in arrears, but that large advances had been made to cartmen and axemen, and that, in consequence of laxity of superintendence, a considerable portion of these sums would probably be irrecoverable. Captain Biddome further reported that

* 8th March 1862, No. 842.

† 28th May 1862, No. 1,180.

G. O. 10th July 1862, No. 1,507.

G. O. 23rd August 1862, No. 1,791.

on re-measuring a few of the planks referred to in the correspondence noticed above, some were found not to be planks at all, while in others proper deductions for heartshake, knots, &c., had not been made, and that in all probability they would have to be sold at a loss.

7. A copy of this report having been forwarded* to Captain Brine for any explanation he might wish to offer, he has in the letter† recorded above replied at length on each point.

8. The Government have given their careful consideration to Captain Brine's vindication of himself. They find that as far as " arrears in office work " are concerned the late Assistant Conservator has sufficiently shown that no great blame could attach to him under the circumstances, more especially as the records are stated to have been up to date when he made over charge to Lieutenant Ouchterlony.

9. Again in the matter of "advances to cartmen," it is clear that they were not made by him, and that he brought them to the Conservator's notice immediately on rejoining from sick leave in December 1861. The total amount outstanding when Captain Brine finally left the Department in November 1862, appears to have been Rupees 2,500 and not Rupees 7,904 as Captain Beddome was given to understand. The Government cannot consider, however, even on his own explanation, that Captain Brine took all the steps he might, to get these advances worked out.

10. They are still less satisfied with his explanation regarding the "advances to axemen" which is, in their opinion, vague and unsatisfactory. Captain Beddome will report whether any sum on this account is outstanding, and if so, how much.

11. The most important matter is that relating to the "contractor's planks." It is no where stated what these have cost Government, but as Captain Biddome remarks that in addition to the one Rupee per cubic foot already paid, a fee of five Rupees per tree is still the total amount must be something considerable.

2. Captain Brine would throw** all responsibility on account of these planks (1) on Lieutenant Ouchterlony, who was in charge of the office when they were cut; (2) on Major Morgan, who declined to make the contract during Captain Brine's absence as requested, and (3) on Overseer Lennon, who made the measurements now objected to.

Major Morgan stated in the first letter which he addressed to Government on the (8th March 1862), that he had *not* stopped the contract because advances had been made. The Acting Conservator

The Acting Conservator will now be directed to have all the planks re-examined if possible, in order to determine the actual loss which has been incurred, and for which Captain Leno is responsible. The original cost price should be accurately fixed as well as the value of the planks as they stand. It will then be determined whether Overseer Leno can be called upon for any explanation.

In whatever degree it may hereafter be found that the Overseer failed in his duty, his responsibility can by no means be transferred to a subordinate. Captain Brine disobeyed the orders of the Head of the Survey in not himself examining the planks, and he has not in the present explanation, nor from satisfactory, shown any cause for a relaxation in his favor of the orders already issued in the matter.

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

[illegible]

1867
June 26

Coppy of the Tamil ^{Letter} sent to Mr. L. G. ^{to}
to compel can't continue to work on their
advances and if failure to proceed against
them for breach of contracts - and
also enclosing a list of defaulters.

When a good friend and young
 blessing and comfort to your household

(Signed) Prince Capitaine
Assistant Constable of France

Memor.

In the order of 1 May 1862. No. 542. N.D. the Government directed that Capt. Brice, the Assistant Conservator of Forests at the Anamallai, should be held responsible for the correctness of his Officer's measurements of certain Docha and plantations which had been cut by one Chinnan Rao on contract and delivered at the Colingode Muniboy's ship, thirteen miles from Anamallai village, at the close of 1861.

8 March
1862. No.
542

This order was passed on a letter from Captain Morgan, then Acting Conservator, who had reported that Capt. Brice had entered into this contract on terms not usual at high rates and without consulting ^{his superior in the Dept} ~~him~~; that on his return from sick leave in December 1861 instead of measuring and reporting upon the Contractor's plantations personally, he sent his Officer for that purpose; that when directed to proceed for this purpose and check these measurements, he had failed to do so; that he further had declined to be responsible for any loss which might accrue to Govt on this account and that as the Contractor's 500 plantations averaged 23 cubic feet, she paid for at 1 Rupee per cubic foot, while the

In his letter of 7th March 1852. Dr. A. Capl. Drine submitted certain explanations, pointing out the reason for his declining to take upon himself the responsibility of the measure. He said that the slaves had been cut & delivered under the supervision of Lieut. Buchanan who had have measured them himself. Mr. J. Chagnon's assertion that \$20000 had been paid in excess & sold, he considered only proceed from ignorance of the mode of sale of the timber. He concluded by requesting permission to resign his appointment, because it was impossible to get on with the Acting Conservator.

The Govt accepted Capt. Brice's resignation but declined to relieve him of the responsibility already laid upon him. On ~~the 10th of June~~ ^{the 10th of June} ~~the 10th of June~~ ^{the 10th of June} Capt. Brice asked to be reemployed in the Department, but this request was refused by Government.

6. It also appeared from the same letter that not only was the office in very great disorder, the books being a whole year in arrears, but that large advances had been made to cartmen and axemen & that in consequence of laxity of superintendence a considerable portion of ~~the~~^{these things} would probably be irrecoverable. Captain Beddome further reported that on reexamining a few of the planks referred to in the correspondence noticed above, some were found not to be planks at all, while in others proper deductions for heartshake knots &c had not been made, and that in all probability they would have to be sold at a loss.

7 A copy of this report having
been forwarded to Captain Price
for any explanation he might
wish to offer, he has in the ac-
companying letter replied at length
on each point.

1. Regarding the Office Capt. Reddona had observed that

75.0.11 Dec
1882. No.
2592

Ref: 13/02

"the late Assistant Commissioner has
 "come to the sad conclusion that the
 "were disorganized state. The office has
 "been allowed to remain down in the
 "Plains away from the work and from
 "the supervision of the Asst. Commis-
 "sioner, the records consequently have not
 "been written up, and most of the books
 "are a whole year in arrears."

+ page 3

Captain Brune replied that he was
 obliged to leave the office at Chinamatta
 on account of the continued illness
 of his dead and only English writer
 who even at a distance of 9 miles
 from the fort was so often down
 with fever ~~and~~ he was unable to
 attend to the current office work;
 that the records which first fell
 in arrears during Lieut. Duck-
 ter's long time here from this cause
 never been written up, though the
 materials are available, with ac-
 count duly rendered monthly.

no. 1000
1861

2. Advances to Cartmen
 Captain Beddome
 stated that "there is a very large ad-
 "vance amounting to 7504 Rupees
 "outstanding against cartmen;
 "proper measures have not been
 "taken to work this out, or to
 "make parties who have not been
 "working, refund. A considerable
 "portion of this will now I am
 "afraid have to be considered
 "a bad debt."

Para 4

Captain Brune explained that these
 advances were not made by himself
 but on Lieut. Duckter's order in July and
 August 1861 but within a few days
 after taking charge in December, 1861
 he had brought the circumstances of
 the case to Major Morgan's notice, re-
 marking on the injudicious manner
 in which Lieut. D. had acted, and
 declining to be responsible though
 promising to do his best to work them
 out. He forwards copy of a letter ad-
 dressed to Major Morgan on 15 Jan 62
 giving reasons for what Major M.
 had termed "random assertions" regard-
 ing these advances, showing their
 large amount, and anticipating the
 dissatisfaction with which Govern-
 ment would view the outstanding
 balances. ~~He also~~

The amount actually outstand-
 ing in August 1862 was Rs. 2500 only
 as appears from a letter which Capt. Brune
 addressed to the Commissioner
 on the 5th of that month. A larger sum
 would appear due from the books
 because the parties concerned had
 not presented their receipts for
 work performed.

As to the assertion that he
 took no proper ~~steps~~ either
 to make the cartmen work the
 advances out, or refund, Capt. Brune
 details the measures which
 he adopted. These appear to have con-

sisted in writing to different Subsidaries
requesting them to compel the default-
ers to come and work. Then at last
he took steps to bring them before the
Magistrate for breach of contract.
Some of them came forward but
were unable to commence cutting
on account of the impassable
state of the road. This was at the
beginning of August, according to
Capt. Bruce's own account, and
he did not give over charge for 3
months afterwards.

3. Advances to Excusee. Capt.
Beddome's report. "An advance of 997
"Rupees is outstanding against excu-
"sees. This amount was advanced
"to them at Palghat in some cases
"as far back as June last, and the
"remainder in July and August. No
"steps have been taken to compel these
"men to come up to work, or to reco-
"ver these advances, although they
"all have come up to the forest
"within a fortnight of receiving their
"advances."

Capt. Bruce's explanation a-
mounts to this. That the men who were
registered before the Subsidaries of
Palghat can always be produced
or the money recovered. That he
expected that the men would be

"up to work very shortly" (and there-
fore, apparently, took no steps to-
wards sending for them) and that
just before he was relieved he told
his head Quereen to keep certain
planks for the defaulters to work
out their advances upon. He min-
gled that Captain Michael will
have no difficulty in recovering
this advance, or working it out.

4. Contractors' Planks. Captain Beddome's report.

"I proceeded with Capt. Michael to see
"the Contractor's planks upon which I got
"passed their order No. 942, on the 1st day
"last. Some slight deductions have been
"made on the outside measurements of
"these planks, but nothing at all equi-
"valent to what is called Dockyard
"measurements. Dockyard measurements
"has been proved to be on an average
"a deduction of 23 per cent upon the
"outside measurement; the deductions
"made on these planks do not believe
"amount to five per cent. Out of the
"few planks that we measured
"(as a check) not one of them had the
"proper deductions for heartshake
"and knots etc. and two of them num-
"ber did not come under the deno-
"mination of planks at all, but
"were small trees squared up with the
"heartshake in the center, and would
"consequently only be taken as reject-
"ed timber. We shall hardly be able

"to sell these planks at what they
"have cost us. They have all been cut
"in our leased forests (and not in
"the Colingode Mumbiddy's forest
"as supposed by Captain Brine)
"We have consequently to pay 5 Rupees
"per tree stump fee in addition to
"the 1 Rupee per cubic foot already
"paid, and in addition to this
"there will be the carting and
"floating expenses. As the measure-
"ment of these planks had been
"doubted by Major Morgan, then
"Acting Conservator, and as the
"matter was referred to Govt.
"I recommended Capt. Brine in an
"official letter dated 5 May 1861
"to check the measurements him-
"self: he paid no attention to
"this whatever, and I now learn
"that he has never even seen one
"of the planks in question."

The explanation furnished by
Capt Brine in para C of his letter
is not very much to the point. He gives
a "succinct account" of the transaction
from the commencement. He states
that the contract was made, as an
experiment, that, from a calculation
made at the time, he was satisfied
that if the planks were cut of the
dimensions promised, there would
be in reference to the high prices paid
by the Bombay Government for

timber, be a considerable profit of
500 £; that this expectation unfortu-
nately was not realized because Bom-
bay declined to take any more planks
than being obliged to go away such sum-
ly after the contract was execu-
ted, he requested Major Morgan to
cause the work to be suspended
till his return; that this request he
had refused and the contract placed
under the supervision of Lieut. Col.
Arson whom he "young and totally
unexperienced in forest business" so
it would appear from Major Mor-
gan's letter recorded in S.O. 1 May
1861 No. 942 that he ^(Major M.) had approved
of the contract; that on his returning
charge in December 1861, he found that
all the planks had been delivered,
ready for measurement a few
night before; that after ^{reasonably} ~~deciding~~
against being ordered to measure ^{them}
on that score as well as on acc^t
of the unhealthiness of the locality
he finally sent his Head Quarters
Surveyor to measure; that the mea-
suring of planks is the peculiar
duty of the Head Quarters while
the Assistant is not called upon
to perform this duty unless he
suspects his subordinate; that
as he had no cause to suspect the
Surveyor but rather the contrary

he did not think it necessary to
examine these particular planks
more especially as he understood
that Lieut. Ouchterlony under
whose supervision they were
cut was to succeed him; that the
greater portion of these planks
having been despatched to the
floating station, on to Ponam, at
the time when Capt. Beddome &
Michael made their inspection
at the foot of the ship, it was pos-
sible that those examined were
not a fair sample; that if a care-
ful examination of the whole
of the planks by competent per-
sons, the Overseer's measurements
are found to be correct, it will be desir-
able to call upon Mr. Lemon (who has
recently been appointed Substansi-
ant Conservator of Forest in Bur-
mah) for an explanation of his
conduct in thus wilfully falsify-
ing the measurements of these planks
which had been entrusted to his charge
as part of his usual Forest duties.

Capt. Borne finally comments
on the conduct of Capt. Beddome as
being very unfair towards himself,
inasmuch as the Forest was not inspec-
ed or complained made till after he
had left the Department, thereby
placing him in a most unexpected

position.

It may be noticed with reference
to the charges made by Capt. Beddome
& Capt. Borne's replies thereto as sum-
marized in the preceding paragraphs
that as far as arrears in office work
are concerned the late Assistant Con-
servator has sufficiently shown that
no great blame can attach to him
under the circumstances, more
especially as the records are stated
to have been up to date when he
made over charge to Lieut. Ouch-
terlony. Again in the matter of ad-
vances to Cartmen, it is clear that
they were not made by him, and that
he brought them to the Conserva-
tor's notice immediately on return-
ing from sick leave in December
1861. The total amount outstanding
when he finally left the Depart-
ment in November 1862 was Rs. 2500
and not Rs. 7904 as Capt. Beddome
was guided to understand. But it
is not shown, I think, that he took
all the steps he might to get these
advances worked out. The expla-
nation regarding the advances to
Cartmen is, I think, vague and un-
satisfactory.

The most important matter
in that relation to the "Contractor's
Planks" it is nowhere stated what
these have cost Government. But as
Capt. Beddome remarks that in addition

to the 1 Rupee per cubic foot already
paid a fee of 5 Rupees per tree is still
due, the total amount must be
something considerable.

Capt. Bruce would throw all responsi-
bility on account of these plants (1) on
Lieut. Duckerton who was in charge of
the office when they were cut, (2) on Ma-
jor Morgan who declined to supersede
the contract during Capt. Bruce's ab-
sence as requested (3) on Overseer Lemon
who made the measurements now
objected to.

Major Morgan stated in the final
letter which he addressed to Govt
on the subject (8 March 1862) that
he had not stopped the contract be-
cause advances had been made
by Capt. Bruce. This would seem a suf-
ficient reason.

I suppose that Government
will visit all the plantations & re-exa-
mine, if possible, in order to deter-
mine the actual loss which they have
incurred, and for which at present
Capt. Bruce stands responsible.
It can then be determined whether
Overseer Lemon should be called upon
for any explanation.

But even if it is proved that Lemon
did falsify the measurements, it
can hardly affect the responsibility
of Capt. Bruce who had directly dis-
obeyed his superior's order to exa-
mine these plantations personally (Capt.

Beddome also, as he acknowledged,
had semi-officially recommended
him to satisfy himself as to their
correctness; these requests were
not attended to, though Capt.
Bruce was in the Department
till the end of October 1862.
or for six months after the final
order of Govt on the subject, or
during the whole of this time he
knew that he was to be held
responsible for his Overseer's
measurements.

Captain Bruce trusts that the
explanations which he has
submitted may be deemed satis-
factory by the Govt.

Orders are requested

Yours
28/2

J. D. S.

I do not think Capt. Bruce's explanation is satisfactory.
The documents must be re-examined & examined in detail.
We may know the amount of our loss. But perhaps
clearly Capt. Bruce's passport to the measurements
of the Lemon & Lemon's passport to allow him to throw
the responsibility upon a subordinate.

Rev. Depart.

N. 524.

Proceedings of the Madras Government

Under date the 1st March 1863

Read the following letter from Captain J. L. Brine to Regiment, N. I.

Submitting his explanation with reference to the charge made against him by the Officers of Forests to the effect that he has left the Establishment of the Annamalai Forest in a disorganized condition

(Here enter 13 January 1863)

In their order of 1st May 1862 N. 442, Rev. and Department, the Government directed that Captain Brine, the Assistant Conservator of Forests in the Annamalai should be held responsible for the correctness of his Conservator's measurements of certain Dehqat plantations which had been cut by one

MD

JP

and Chinese Row ten
on contract and delivered
at the Colingale River
today's date, thirteen miles
from Ananetha village,
at the close of 1861.

2. This order was
passed on a letter from
Captain Morgan, then
Acting Commissioner, who
reported that Captain
Brine had entered into
this contract on terms not
usual at high rates and
without consulting his su-
perior in the Department,
that on his return from
such tour in December
1861 instead of measuring
and reporting upon the
contractors' plants per-
sonally, he sent his overseer
for that purpose; that when
directed to proceed forthwith
and

* 8 March 1862

and check these mea-
surements, he had failed
to do so, ^{and} that he further
had declined to be re-
sponsible for any loss
which might accrue
to Govt. on this account.
3. In his letter of
7 May 1862, by Captain
Brine submitted certain
explanations, pointing
out that the reason for
his declining to take
upon himself the re-
sponsibility of the mea-
surements was that
the plants had been
sent and delivered un-
der the supervision of
Lieut. Quabertony,
who should have mea-
sured them himself - the
conclusion being requested
permission

permission to resign his
appointment.

The Government
accepted Captain Brine's

* 28 May 1862 S. 1189

resignation but declined
to relieve him of the res-
ponsibility already laid

upon him. On Captain
Beddome taking Major

Brine asked to be re-

4 C 10 July 1862 S. 1007

employed in the Depart-
ment, but this request

was refused by Govt.

4 C 28 Aug 1862 S. 1791

5. From Captain Bed-
dome's letter of 26 Novem-

ber last N. 282 it ap-
pears that Captain Brine

did not give over charge
of his office to his suc-

cessor, Captain Michael,
till the 1st Decemr.

6. From the same
letter the Government

learned that not only was
the office in very great
disorder, the books being
a whole year in arrears,
but that large advances
had been made to cartmen
and oxmen, and that,
in consequence of laxity
of superintendence, a
considerable portion of
these sums would pro-
bably be irrecoverable.
Captain Beddome fur-
ther reported that on
reuncovering a few of
the plants referred to in
the correspondence noticed
above, some were found
not to be plants at all,
while in others proper
deductions for heartrots,
knots, &c., had not been
made, and that in all
probability they would
have

have to be sold at a loss.

7 A copy of this report
having been forwarded to

"H.C. 11 Dec 1862. S. 2892

Captain Brine for any ex-
planation he might wish

to offer, he has in the

letter recorded above replied * of Jan 15/62.

at length on each point.

8 The Government

have given their careful

consideration to Captain

Brine's vindication of

himself. They find that

as far as "arrears in office

work" are concerned, the

late Assistant Conservator

has sufficiently shown

* para 3 of his letter

that no great blame

could attach to him un-
der the circumstances,

more especially as the

records are stated to have

been up to date when

he made over charge

to

to Lieutenant Overbury

9 Again in the

matter of "Advances to

Cartmou," it is clear

that they were not made

by him, and that he

brought them to the notice

of the Committee immediately

on rejoining from sick

leave in December 1861.

The total amount out-

standing when Captain

Brine finally left the De-

partment in November

1862 appears to have been

Rs. 2580 and not Rs. 7904

as Captain Deedes

was given for understanding.

The Government cannot

consider, however, even

on his own explanation,

that Captain Brine took

all the steps he might

to get these advances made

sub.

10 They are still less
satisfied with his expla-
nation regarding the ad-
vances to Axemen which
is, in their opinion, vague
and unsatisfactory. Cap-
tain Reddick will report
whether any sum on
this account is ~~retained~~
being, and if so, how much.

11 The most important
matter so that relating to
the Contractors Planks?

It is as where stated
what these have cost
Government - but as Cap-
tain Reddick remarks

that in addition to the
Planks per cubic foot
already paid, a fee of 5
Shillings per tree is still
due, the total amount
must be something
considerable

* para 8 of his letter

* 24th Nov 62 & 28th para 5

considerable

12 Captain Price
para 6 of his letter would throw all respon-
sibility on account of those
planks (1) on Lieutenant
Ouchterlony who was in
charge of the office when
they were cut, (2) on Major
Morgan who declined to
suspend the contract in-
volving Captain Price above
as requested and (3) on our
own Lemon who made the
measurements more ob-
jected to.

13 Major Morgan
stated in the first letter
which he addressed
to Govt on the subject
(8 March 1862) that he had
not stopped the contract
because advances had been
made by Captain Price.
This would seem a
sufficient

14 sufficient reason-

The Acting Forester-

-water will now be directed

to have all the plants re-
if possible, in order to determine
the actual loss

which has been incurred,

and for which Captain

Brine is responsible.

The original cost price

should be accurately

fixed as well as the

actual value of the plants

as they stand. It will

then be determined whether

the Overseer Leeson

should be called upon

for any explanation.

15 In whatever degree

it may be hereafter be

found that the Overseer

failed in his duty, his

faulting in Council

can by no means convert

to

to the responsibility for

these measurements being

transferred to a subordinate.

Captain Brine disobeyed

the orders of the Head of

the Department in not

himself examining the

plants, and he has not

in the present explana-

tion, which is ^{far from} anything

but satisfactory, shown

any cause for ^{relaxation}

in his favor of the orders

already passed in the

matter.

C. W.

1. Copies of the Orders of the Forests Dept.
1. Copies of the Orders of the Forests Dept.

J. J.

Pro. No. 171-172

11-12-62

20-22

1-5-62

524-525

28-5-62

161-162

10-7-62

307-308

23-8-62

Peregrine 1863 Dept
Pro. of Govt. for Mavels

N: 524.

Pro. of the Madras Govt.

15th March 1863.

From offg Conservation
of Forests of 21st March/63
Co. no 80 Dur

From Major Brine of 11th June/63 C.O.

From Curator of Forests of 3rd April/64
C.O. 944

Further C.O. 1841/64

Captain Brine's

Explanation regarding the
unsatisfactory manner in
which he is said to have
kept the records of the
Mavels Forests with
reference thereto.

N: 158 & 159.