

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No.	954	Press ~~Mis.~~
	50.51	
Dated	3 6 - 19 1863	

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
3rd June 1863.*

No. 50. Read the following letter from Captain R. H. BEDDOME, Officiating Conservator of Forests, to J. D. SIM, Esq., Secretary to Government, Revenue Department, Fort Saint George, dated Ootacamund, 20th May 1863, No. 536 :—

Sir,

1. With reference to the G. O. No. 827 of the 12th of May 1863, and in continuation of my letter No. 510 of the 27th of April, I have the honor to forward copy of a letter from the Officer in charge of the Neilgherry Sholas and a copy of the Firewood Contract.

2. The Charcoal Contract (for making charcoal in the Davie Shola) has been sold for the present official year for the sum of Rupees 500, a copy of this Contract is herewith forwarded. This might, however, be given to the Firewood Contractor from the commencement of the next official year.

No. 51.

ORDER THEREON, 3rd June 1863, No. 954.

The Government cannot consent to allow any departure from the Contract. If persons deliberately purchasing privileges at public auctions are released from their engagements on such pleas as Petitioners urge, the result will be the encouragement of reckless bidding.

(Signed) J. D. SIM,

Secretary to Government.

*hundred (such sum of Rupees 500 shall be forfeited
for*

✓

Rules to be observed by the purchasers of
the portion of the Danie Shola advertised to be
sold on the 20th March 1863

1. A portion of the Shola which will be pointed
out to the purchaser, will be sold out. right, reserving
only such trees as may be marked by the Officer in
charge, or by his order.

2. This portion of the Shola is considered as
capable of supplying one year's firewood to Obocamun
but if it should be short of that quantity and extra
portion of the Shola will be given it being understood
that not more than 1000/ Thousand handy loads
will be allowed in the Contractor's Store at the
expiration of his Contract.

3. The Amount of purchase Money shall be paid
in 12 Monthly instalments, the 1st Instalment to
be paid on the 1st May 1863, and the remaining
instalments on the 1st of each of the following Months.
Satisfactory security shall be furnished for the
whole Amount of purchase Money, and the purchaser
shall bind himself to pay the said Amount even
though unable to carry out his Contract, or should the
Contract be annulled thro' any breach of Contract,
the Contractor shall be liable to pay the whole Amount
of purchase Money. A deposit of Rupees 500/ Five
hundred (such sum of Rupees 500 shall be forfeited
for

for 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 sell wood at the Shola on the sides of the road at not higher than the following rates. Vizt.

12 Annas per handy load of 30 Maunds of 25 lbs each X

2 Ds — per bullock Ds of 5 — Ds of — Ds

9 Pie for Cooly load of 2 — Ds — of — Ds

5. If purchasers require their handies loaded by the Contractor's people, a charge of 1 Anna per handy for loading shall be permitted.

6. Should the Contractor at any time refuse to sell wood between 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 100/ one hundred Rupees which may be levied by the Officer in charge.

7. All points of dispute between the Contractor and the public at Botacamund shall be referred to the Officer in charge, who shall have the power of inflicting a fine on the Contractor.

8. The Officer, in charge, shall have the power of annulling this Contract if the Conditions are not fairly carried out, in which case the Contractor shall forfeit his Deposit of Rupees 500-0-0.

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 1st April 1863 to the 30th April 1864.

11. The Contractor shall be at liberty to sell wood from and after the 1st May 1863 to the 30th April 1864.

12. The Contractor may sell wood for beams or building purposes but is not to burn Charcoal.

13. The Officer in charge reserves to himself the right to sell dry and fallen trees in Government Sholas. No monopoly can be allowed.

Botacamund
20th March 1863

3
Signed / H. N. Morgan Major
In charge of Neilgherry Sholas.

We, Doorgjee Rao Esq., having purchased the Contract of the "Danie Shola" for Rupees 3650/ Three thousand six hundred and fifty only, do hereby agree to pay the sum in Monthly instalment of Rupees 304-2-8 Commencing from 1st May 1863 and further agree to the terms herein contained.

Witnesses Signed / Doorgjee Rao Esq.
Signed / Thomas Sheffield " Syempuoma Pillay
" A. Phummosum Moodhar.

/ True Copy /

/ H. true Copy / Signed / H. N. Morgan Major
In charge of Neilgherry Sholas

W. H. Heddon Esq.
Off^o of Conservator of Forests

5
The Suppania Pelly & Co. having
purchased the Charcoal Contract for Ruppes
1500/ Five hundred only do hereby agree to
pay the same in Monthly instalment of Rs.
41-10-8 commencing from 1st May 1863
and further agree to the terms herein contained

Witnesses /Signed/ Suppania Pelly
/Ed/ Thomas Sheffield Mootoodawmy Pelly
" A. Shunmoogumoodo

/ True copy/

1853 Jan 1/63
 O. M. 954
 1853-54

Dec 21/207/63.

I certainly should not
 call the rate proposed
 but should not object to
 extend the period to three
 years at 2600 Rs annually
 I think it might be as well
 to fix a maximum limit
 on the selling price of
 fire wood or we shall
 have all the sholas about
 cut down & destroyed -
 we cannot possibly
 watch these sholas &
 the price will be high the
 temptation to cut wood
 will be great & no nation
 could resist

I would keep this man
 to his contract both as
 to rate & duration. I
 don't if it will be
 fit any more in
 price for
 fire wood

6
 note -
 A part of the Devy
 Shola near Ooty, was
 sold on the 20th March
 last for the supply
 of fire wood in 1863/4.

The P. & M. bought
 it at auction for
 Rs. 3650 - including
 among other things
 750 Rs. of
 bell wood at the
 Shola for 12 annual

The P. & M. now say
 that the sale was
 not duly advertised -
 and that they bought
 the forest in that in-
 specting the roads de-
 that they find it ne-
 cessary to construct
 depots along the road
 at a cost of 1000 Rs
 and that it is likely
 for them to be cured this
 out long & the contract
 money in their a year

They therefore pray
that the contract
may be extended
to 3 years for Rs.
8000 (= 2666 per ann.
or 1000 less than now)
and that the Char.
coal contract be also
given to them for Rs 1600.

They on their part
engage to sell wood
at Oldy at $3\frac{1}{2}$ Rs for
750 lbs. & at 2 Rs for
the same quantity
half way.

Maj. N. N. Panjani
strongly recommends
the arrangement as
advantageous to govt
& the public.

Capt. R. S. D. D. D.
agrees - but would
first invite tenders
to see if any one else
will give more on the
same terms.

Charcoal. Such stipu-
lations complicate
matters and are
difficult to enforce.
EP

It seems, however,
very undesirable to
put to rest as pro-
posed. Public con-
tracts ought to be
strictly enforced
on the result with
reckless bidding.
There must be
more exercised
greater prudence -
there is nothing which
could not
have been foreseen
and it is quite
possible that some
other person - who could
have paid filled
his requirements -
has not bid. I should
therefore enforce the
contract.

For then we are
now prosecuting
Wilson H. for breach
of a similar con-
tract last year!
I never liked the

Contract system
of the hill berries. The
rules are enclosed
and a perusal of them
will show what a
cheaply a fair they
are, in the effort to
reconcile a good rent
for fuel with a moderate
price to the consumer.
I believe it would be
far better to sell without
any other condition
than clearance within
a year and let fire-
wood fetch its value
as other things do. The
people will never grow
firewood - indeed
can't - while this sys-
tem prevails. and I
doubt if fuel gets much
thanks for all its
trouble.

For Orders

L. D.

29 May 1863

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v A

Revenue Department
No 954.
Proceedings of the Madras Government
Under date the 3rd June.
May 1863

Read the follow-
ing letter from the
Officiating Conservator
of Forests.

Forwards copy of
the Firewood contract for } (Here enter 20th May 1863)
Ootacamund. } No 536

The Govt cannot
consent to allow any depar-
ture from the Contract. If
persons deliberately purcha-
sing privileges at public
auctions are released from their
engagements on such pleas as
Petitioners urge, the result will
be the encouragement of reck-
less bidding.

Copies to the Conservator of Forests
25/10

Revenue 1863 Dept. of
Interior & Land

21.957.

of the Indian Govt.
Sept. 21. 1863.

Pro. No. 146-47.
12-5-63

Refusing the
consent to allow any
separation from the
contract for services
in the Indian Service.

1350 437