M.R.O. 14—13,000—27-9-24

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 1948 Press ~~Mis.~~

269-271

Dated 22-10-1864.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 22nd October 1864.

Read the following letters:—

No. 269. From Captain R. H. BEDDOME, Officiating Conservator of Forests, to J. D. SIM, Esq, Secretary to Government, Revenue Department, Fort Saint George, dated Camp Ootacamund, 15th August 1864, No. 1,004.

SIR,

1. With reference to paragraph 10 of the Government Order No. 827, of the 14th of May 1864, I have the honor to submit a letter from Overseer Lennon forwarded through me.

2. As to the statement made by Mr. Lennon in paragraph 2 of his letter, I must observe that all measurement of planks in the Anamallais, whether cut by Axemen or Contractors, has always been Dockyard measurement and not outside measurement. Mr. Lennon was fully aware of this, and knew that all planks whether cut by Axemen or Contractors had always been paid for at Dockyard measurement.

3. Mr. Lennon visited the Anamallais when I was up there in July last, he did not then attempt to state that he understood the measurement was to have been outside measurement, the only vindication he offered was that he was not responsible for the measurements, and that he was absent when Captain Brine made the contract. I informed Major Brine of Mr. Lennon's statement, and I herewith forward a copy of Major Brine's reply.

No. 270. From Captain R. H. BEDDOME, Officiating Conservator of Forests, to C. G. MASTER, Esq., Deputy Secretary to Government, Revenue Department, Fort Saint George, dated Camp Ootacamund, 8th September 1864, No. 1,065.

SIR,

1. With reference to your Official Memorandum No. 130, of the 25th of August, I have the honor to forward the original Contract alluded to together with a translation.

2. I may here observe that all planks, whether cut by Axemen or by Contractors, have always been paid for by Dockyard measurement, in short no other measurement has ever been in use in the Anamally Forest; even if this had not been the case and if distinct rules had not been laid down in the Forest Manual to regulate measurements, Mr. Lennon's excuse that he understood that the measurements were to be outside measurements could not avail him much, as his measurements are very greatly in excess of even the outside measurements.

3. The Contract states that first, second and third sorts are to be paid for at 1 Rupee per square foot (cubic foot?), this I presume means the first, second and third Bombay classes. All the planks however were paid for at that rate, and there are many of the fourth and fifth class besides many that come under the head of rejected planks.

No. 271. ORDER THEREON, 22nd October 1864, No. 1,918.

Forests, No. 16.

1. With the first of these letters the Officiating Conservator of Forests forwards the explanation which, in paragraph 10 of G. O. 14th May last, No. 827, Overseer Lennon was directed to submit with reference to his alleged falsification of the measurements of certain planks, in collusion with the Contractors, whereby the Government were defrauded of a large sum of money.

2. Mr. Lennon's defence amounts to this, viz, (1) that his measurements were correct, and (2) that the contract was entered into on the understanding that 1 Rupee per cubic foot was to be paid according to the actual cubic contents and not according to Dockyard measurement.

3. In support of his first assertion he states that he has re-measured, after a method which he considers to be the most accurate, forty-eight (48) of the planks in question, and that while Mr. Spring's *rough* measurement (no allusion is made to the *Dockyard* measurement) of the same planks gives 932 feet as the cubical content, his own makes it 1,203 feet or a difference of 271 cubic feet, and he argues from this that were the whole number (469) re-measured, an excess over the difference* which (as he assumes) he has been called upon to account for, would be found to exist in his favor.

Number of planks.	Overseer Lennon's original measurement.	Mr. Spring's rough measurement.	Difference between columns 2 and 3.
	Cubic feet.	Cubic feet.	Cubic feet.
469	10,858	8,907	1,951*

4. He further names the Officiating Conservator himself as having acknowledged that his (Lennon's) measurements were accurate, though sufficient allowance had not been made for deductions. This, however, is not borne out by the letter of Captain Beddome's, to which he refers.

[illegible] upon the contract
[illegible] for irregularity of trimming.
This

Proceedings of the Madras Government, Revenue Department, 22nd October 1864.

Read the following letters :—

No. 269. From Captain R. H. BEDDOME, Officiating Conservator of Forests, to J. D. SIM, Esq., Secretary to Government, Revenue Department, Fort Saint George, dated Camp Ootacamund, 15th August 1864, No. 1,004.

SIR,

1. With reference to paragraph 10 of the Government Order No. 827, of the 14th of May 1864, I have the honor to submit a letter from Overseer Lennon forwarded through me.

2. As to the statement made by Mr. Lennon in paragraph 2 of his letter, I must observe that all measurement of planks in the Anamallais, whether cut by Axemen or Contractors, has always been Dockyard measurement and not outside measurement. Mr. Lennon was fully aware of this, and knew that all planks whether cut by Axemen or Contractors had always been paid for at Dockyard measurement.

3. Mr. Lennon visited the Anamallais when I was up there in July last, he did not then attempt to state that he understood the measurement was to have been outside measurement, the only vindication he offered was that he was not responsible for the measurements, and that he was absent when Captain Brine made the contract. I informed Major Brine of Mr. Lennon's statement, and I herewith forward a copy of Major Brine's reply.

No. 270. From Captain R. H. BEDDOME, Officiating Conservator of Forests, to C. G. MASTER, Esq., Deputy Secretary to Government, Revenue Department, Fort Saint George, dated Camp Ootacamund, 8th September 1864, No. 1,065.

SIR,

1. With reference to your Official Memorandum No. 130, of the 25th of August, I have the honor to forward the original Contract alluded to together with a translation.

2. I may here observe that all planks, whether cut by Axemen or by Contractors, have always been paid for by Dockyard measurement, in short no other measurement has ever been in use in the Anamally Forest; even if this had not been the case and if distinct rules had not been laid down in the Forest Manual to regulate measurements, Mr. Lennon's excuse that he understood that the measurements were to be outside measurements could not avail him much, as his measurements are very greatly in excess of even the outside measurements.

3. The Contract states that first, second and third sorts are to be paid for at 1 Rupee per square foot (cubic foot?), this I presume means the first, second and third Bombay classes. All the planks however were paid for at that rate, and there are many of the fourth and fifth class besides many that come under the head of rejected planks.

No. 271. ORDER THEREON, 22nd October 1864, No. 1,918.

Forests, No. 16.

1. With the first of these letters the Officiating Conservator of Forests forwards the explanation which, in paragraph 10 of G. O. 14th May last, No. 827, Overseer Lennon was directed to submit with reference to his alleged falsification of the measurements of certain planks, in collusion with the Contractors, whereby the Government were defrauded of a large sum of money.

2. Mr. Lennon's defence amounts to this, viz, (1) that his measurements were correct, and (2) that the contract was entered into on the understanding that 1 Rupee per cubic foot was to be paid according to the actual cubic contents and not according to Dockyard measurement.

3. In support of his first assertion he states that he has re-measured, after a method which he considers to be the most accurate, forty-eight (48) of the planks in question, and that while Mr. Spring's *rough* measurement (no allusion is made to the *Dockyard* measurement) of the same planks gives 932 feet as the cubical content, his own makes it 1,203 feet or a difference of 271 cubic feet, and he argues from this that were the whole number (469) re-measured, an excess over the difference* which (as he assumes) he has been called upon to account for, would be found to exist in his favor.

Number of planks.	Overseer Lennon's original measurement.	Mr. Spring's rough measurement.	Difference between columns 2 and 3.
	Cubic feet.	Cubic feet.	Cubic feet.
469	10,858	8,907	1,951*

4. He further names the Officiating Conservator himself as having acknowledged that his (Lennon's) measurements were accurate, though sufficient allowance had not been made for deductions. This, however, is not borne out by the letter of Captain Beddome's, to which he refers.

[illegible] upon the contra-
tus Arising, for irregularity of trimming.
This

5. As to the second point touched in the defence, there is nothing in the Contract (translation and original of which accompany the second letter recorded above) to bear out Mr. Lennon's assertion that payment was to be made on the basis of outside measurement as distinct from Dockyard measurement. On the other hand, Captain Beddome states that "all measurement of "planks in the Anamallais, whether cut by Axemen or Contractors, has always been Dockyard "measurement and not outside measurement," and that Mr. Lennon was fully aware of this, distinct rules on the subject being laid down in the Forest Manual.

6. The Contract merely states that the Contractor was to receive for the first, second and third sorts at the rate of 1 Rupee per square (?) foot. That this might be supposed to refer to outside measure seems to have occurred to Mr. Lennon, as an after-thought, for he never attempted to raise this plea, when he met Captain Beddome on the Anamallais, but merely stated that he was not responsible for the measurements, and that he was away when the contract was made.

7. Even if the excuse that he understood *outside* measurement to be intended could be accepted, the Overseer would not be exonerated, for not only were the measurements on which payment was made greatly in excess of outside measurement, but *all* the planks, though many were of the fourth and fifth classes (instead of the first, second and third) and many unfit to be accepted at all, were paid for at the full rate.

8. The Government have no intention of re-opening the question of measurement, as proposed in paragraph 4 of the Overseer's explanation. The examination undertaken by Mr. Spring was, apparently, of the most careful character, and the mode adopted by him was approved* of by Mr. Cabral, the Bombay Government Timber Agent at Ponani.

* G. O. 14th May 1864, No. 827, paragraph 8.

9. The Governor in Council is satisfied that Mr. Lennon has been concerned in a gross attempt to defraud, which has been successful to a certain extent. There is every reason to believe that the contract was arranged through his means, and there is more than a suspicion that he has benefited largely by it. Under these circumstances he will be dismissed from the Department as unworthy of confidence, and his employment in any civil capacity under Government prohibited.

10. Major Brine, in a letter which Captain Beddome forwards with his first communication above recorded, while declining to prosecute the Overseer on his own account, expresses an opinion that this "should certainly be done by Government on public grounds." He is under the impression that the Secretary to Government had intimated that such course would be followed, in the event of the Overseer's explanation proving unsatisfactory. In this, however, he was mistaken. The Government would have no objection to a criminal prosecution were sufficient proof for a legal conviction attainable, but, as the case stands, they doubt the expediency of attempting it.

(True Extract.)

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

To the Officiating Conservator of Forests.
„ the Judicial Department.
„ the Public Department.
„ the Educational Department.
„ the Political Department.
„ the Financial Department.
„ the Financial Railway Department.
„ the Marine Department.
„ the Public Works Department.
„ the Military Department.
„ the Board of Revenue.
„ the Director of Revenue Settlement.
„ the Superintendent of Revenue Survey.
„ the Inám Commissioner.
„ the Superintendent, Chinchona Plantations.

Exd. S. T. Augustin.

Cotacamund
July 12th 1864

To

Captain R. H. Beddome,
Officiating Conservator of Forests,
Cotacamund.

Sir,

I have just received your letter of July 2d informing me of Mr. Lennon being at Tonacudavoo &c

With reference to your remarks regarding the possibility of my being able to prosecute him, if Chinna Routen would give evidence regarding Mr. Lennon's share in the Contract. I beg to remark that I am unwilling to incur such a heavy outlay, however much I may wish to bring Mr. Lennon to Justice. Just before I left Madras in the beginning of June I spoke to Mr. Sim on this subject: and he informed me that in the event of Mr. Lennon being unable to afford the explanation Government had required of him, they would prosecute him criminally. I

No le Ent
Rec.

[illegible] for irregularity of trimmings.

Thos

I shall feel much obliged if you will bring this to the notice of Government, for I am sure that Mr. Lennon ought not to be permitted to benefit to the extent he must have; while his only punishment at present has been simple dismissal. I am paying so heavily for the result of his dishonesty and my own misplaced confidence, that I cannot afford to undertake any further outlay in the matter: and besides I think that should certainly be done by the Government on public grounds

Mr. Lennon's assertion "that he never advised me to take the Contract" is a gross falsehood. He it was who brought Chinnia Rowlin to my notice: and who entered into all the calculations regarding the Contract. In fact it was principally through Lennon that I ever thought of making it. He was not absent as he stated to you. He was ordered by me of course on my responsibility to measure those Planks: and he has been I consider most decidedly guilty of Breach of trust, as well as fraud against

against Govt. I return to Madras on 3rd inst.

I have &c.

Signed/ J. J. Brine Major
Commanding 4th Reg N.I.

P.S. In the event of any prose-
cution being undertaken against Lennon,
I would suggest that it be done at once for
he has property in land and money: and might
otherwise transfer this and himself get out
of the way.

/True Copy/
H. H. Beddome Captain
Offg. Consr. of Stores

[illegible] for irregularity of Lennon's
[illegible] Arrest. Thos

No 4. Coimbatore 9th August 1864.

To
A. D. Sim Esqre
Secretary to Government
for St. George
Madras.

Sir,

With reference to G. O. of the 14th May 1864 No 827 passed on the Conservator of Forests letter dated 9th April 1864 No 879 - relative to the Contract for certain planks supplied to the Conservator of Forests' Captain (Major) Brinton in 1861. I beg to make the following Statements in vindication of my Character which Government conceive compromised by the above mentioned Transactions

1 In the agreement entered into between the Contractor Chinna Rowthan and Captain Brine it is distinctly stated that the timber was to be paid for at one Rupee per Cubic foot, for 1st 2nd & 3rd Class planks. according to the actual Cubic contents and not as is erroneously stated in para 5 of Capt Beddome's letter to Government of 9th April last: according to dockyard measurement. This will be borne out by a reference to the copy of the Contract itself and to the Memo book of measurements in record in the Annamallay Forest office.

2 When the planks were originally measured their outside dimensions were taken and a deduction of 5 p Cent was made upon the contents thus arising, for irregularity of trimmings.

Thus

this was duly Reported to the Assistant Conservator
Capt (Major) Brine and if that officer considered
the deductions insufficient,* it was his duty
to have returned the same to be rectified by me.
After a personal Examination with Asst Conservator
Capt Michael; Capt Beddome in a letter
to Government dated either 5th or 7th November
1862* in fore part of para 5; And in another,
forwarded to me dated 22nd February 63; Remarks,
that so far as the outside dimensions were concerned,
the Cubic Contents were accurate; but that
the deductions appeared to be insufficient.
3- The difference in actual Cubic Contents as
forwarded by me and those taken by
Assistant Conservator Mr J. Spring, can
only arise either from the Method of Estimating
the Cubic Contents being different or from
larger deductions having been made
by Mr Spring than by me. —
Included is a Numerical Statement
of Measurements just taken by me
of 48 Forty Eight Planks taken —
indiscriminately from the upper end
of two piles. The mode I adopted —
Considered to be the most accurate
is the mean quarter girth of the Centre
at the ends and two feet from each
end. This shows in the forty eight
planks about an Excess of two
Hundred and seventy nine cubic feet
/279/ over Mr Springs total for the
same

* And not in Error with the contract

* And on which Government order No 2892 was passed on the 11th December /62)

Planks. which would on the 469 planks
give a total of 2700 odd Cubic feet. a
Quantity in excess of that, for which
I am called upon to account.
4 Such being the case, I beg to request
that Government will be pleased to Issue
the Question of Measurement, and depute
a disinterested party to be present
together with any officer of the forest
department to hear the accuracy of
the Measurements as shown in the Numerical
Statement hereunto forwarded will be
Verified by me.
5 In conclusion I beg to state that
the delay in forwarding this explanation
is owing to the necessity there was for a
personal Examination of the timber in
Question, and in Consequence of having
to wait for documents applied for by
me to Mr Spring. some weeks ago some
of which have not as yet been received
Hoping that Government will consider this a
satisfactory explanation and sufficient
for my acquittal I beg to be
Sir
Your most obedient Servant
J Remmon
Sub Asst Comr of Forests
Under Suspension

Memo of Measurements taken of the uppermost planks of two piles lying at Penang - on the 20th July 1864:

No. of Planks.	Measurements shown by Assistant Conservator — Mr. F. Springs					Measurements Related by Mr. Lemon.								
	Length	Breadth	Depth	Cubical Contents		Length	Girth at Ends and Centre.			Mean girth & Depth	Cubical Contents			Remarks
	Ft. & Ins.	Ins	Ins	Ft. & Ins.	Ins.	Ft. & Ins.	Ft. & Ins.	Ft. & Ins.	Ft. & Ins.	Ins	Feet.	Inches	Parts.	
3	21½	15	6	13	488	21-8	3'-9½"	3'-8½"	3'-6½"	11¼"	18	4	1¼	
17	32½	18	9	36	1458	33-0	4'-2½"	3'-11½"	3'-10"	12"	33	0	0	
20	30½	13	5	13	1131	30-6	2'-11"	3'-0"	3'-2½"	9⅝"	17	7	7	
21	33½	17	6	23	964	33-8	4'-1½"	3'-9"	3'-6"	11⅜"	29	6	10	
26	33½	16	5	18	818	33-9	4'-0"	3'-3½"	3'-7½"	10 9/12"	27	11	1	
32	33	16	5	18	576	33-4	3'-7"	3'-6½"	3'-1"	10 5/12"	24	1	1	
34	32½	16	7	25	480	33-0	3'-10"	3'-9½"	3'-1½"	10¾"	26	5	10⅛	
50	30	13	6	16	432	30-7"	3'-11"	3'-6"	3'-2½"	10 5/12"	23	11	8.	
53	32½	16	6	21	1440	33-2"	3'-7½"	3'-8½"	3'-7"	10 11/12"	27	5	4	
56	21	15	6	13	216	21-5"	3'-4"	3'-6½"	3'-7"	10 11/24"	18	4	5	
64	29¾	13	6	10	1284	30-3"	3'-4½"	3'-2"	3'-1"	9 5/8"	19	5	5	
108	30	14	5	14	1008	386"	3'-11"	3'-2½"	3'-4"	10 7/12"	23	2	3	
110	28½	15	5	14	1680	29'-2"	3'-8½"	3'-5"	3'-1½"	10¼"	21	2	6.	
111	29½	14	6	17	108	29'-8"	3'-9½"	3'-9"	3'-7"	11⅜"	25	5	11	
116	33½	16	4	14	1536	34'-2	3'-7"	3'-7½"	3'-10"	11 1/12	28	10	7	
117	32½	15	7	23	891	32'-8"	3'-2"	3'-7"	3'-10½"	10 5/8"	25	6	11	
133	28½	16	8	25	576	28'-9"	3'-7"	4'-1½"	3'-7"	11 7/24"	25	3	"	
137	21¾	16	7	16	1584	22'-0	3'-10"	4'-3½"	4'-1½"	12¼"	22	11	2	
138	24	20	8	26	1152	24'-2"	4'-6½"	4'-5½"	4'-3½"	13 7/24"	29	7	5	
147	33¼	12	6	16	1080	34'-0"	3'-2½"	3'-10"	2'-10½"	9 11/12"	23	2	1½	
169	34½	15	5	17	1449	34'-9"	4'-0"	3'-6½"	3'-3"	10 19/24"	24	4	2.	
170	33⅝	14	6	19	1188	29'-1"	4'-1"	3'-10½"	3'-8½"	11⅔"	27	5	9	

15 Old Spanish Piles
Rec'd = 219 Pcs

Memo.
Mr. Lemon's Measurements
Should be Considered Correct
Under Supervision

To
Lt. Col. Sim Engrs
Secretary to Government
Revenue &c. Department
Fort St. George

Capital Pile Cargo ex Ship Oct 1864
Penang

Sept 64
Recd. 1
Remarks & Planks attached
F. Captain Planks to Captain
for by Capt. Pilly, of Brig.

No. on Plan	Length	Breadth	Depth	Cubic Contents		Length	Girth at Ends & Culis.			Mean quarter Girth	Cubical Contents			Remarks
	Ft/10	Ins	Ins	Ft/10	Ins.	Feet & Inches	Feet & Inches	Feet & Inches	Feet & Inches	Inches	Feet	Inches	Parts.	
193	25 3/12	16	6	17	288	26'-2"	3'-9"	3'-10"	3'-10"	11 6/12	23	8	0	
206	32	13	8	23	192	34'-6"	3'-4"	3'-4½"	3'-3"	9 23/24	22	6	5	
215	33½	16	7	26	96	34'-0	3'-8"	3'-8½"	3'-9½"	11 6/12	29	5	3	
233	33	16	6	22	0	33'-5"	3'-10½"	3'-7½"	3'-7"	11 1/12	28	5	9	
262	33½	15	6	20	1620	34'-0"	4'-0"	4'-3½"	4'-0½"	12 1/3	35	10	11	
268	34	15	5	17	1224	34'-4"	3'-8½"	3'-9½"	2'-10½"	9 19/24	22	8	6	
299	21½	11	6	13	1188	22'-4"	3'-8"	3'-7"	3'-8½"	10 23/24	18	5	9	Draghole broken
331	33½	15	8	27	1224	33'-6"	3'-10"	3'-7"	3'-6½"	11 23/24	27	8	8	
335	32½	17	5	19	663	32'-11"	4'-0½"	4'-0"	3'-6½"	11 7/12	29	8	10	
338	32	17	5	18	1536	32'-6"	3'-10½"	3'-4½"	3'-6"	10 3/12	26	0	9	
341	21½	17	6	15	702	22'-1"	4'-0"	4'-1"	3'-10"	11 11/12	22	5	9	
353	29	13	5	13	156	29'-6"	3'-1½"	3'-2½"	3'-2½"	9 17/24	17	10	5½	
363	33½	18	8	33	864	33'-9"	4'-5½"	4'-1"	3'-11"	12 11/24	36	1	7	
382	26	16	6	17	576	26'-6"	4'-2½"	4'-1½"	3'-6½"	11 7/8	25	11	4	
383	27½	14	6	16	324	28'-5"	3'-2"	3'-1½"	3'-2½"	9½	17	9	8	Draghole broken.
404	33	16	6	22	0	33'-6"	3'-10"	3'-10"	3'-8½"	11 3/8	30	1	1½	
419	31½	12	6	17	216	34'-8"	3'-1½"	2'-11"	2'-6½"	8 1/2	17	8	9	
428	21¾	15	6	13	1026	22'-4"	3'-7"	3'-6½"	3'-1"	10 1/8	16	2	2½	
436	23½	16	7	26	432	34'-1"	3'-8½"	3'-3½"	3'-1½"	10 1/8	24	3	0	
451	28½	15	6	17	1134	28'-8"	3'-5"	3'-7½"	3'-10"	10 7/8	23	4	8	
460	33½	18	7	26	1332	34'-2"	4'-1½"	3'-9"	3'-7"	11 11/24	30	10	10	
473	31½	16	6	12	264	31'-4"	3'-6½"	3'-2"	3'-0½"	9 3/12	20	10	0	
475	32½	18	6	24	324	32'-11"	4'-1"	4'-1"	3'-10"	12	32	11	0	
476	30½	16	6	13	960	30'-9"	3'-6½"	3'-3"	3'-2½"	10	21	4	3	
478	31½	16	5	17	1104	32'-3"	3'-9"	3'-9½"	3'-9"	11 7/24	28	6	6	
485	30	15	5	15	1080	30'-7"	3'-9½"	3'-4½"	3'-8"	10 5/8	24	9	4	
	Total			932	1200					Total	1205	5	11 7/8	

Contractor's Letter dated
15 August 1864
No 1004

1, With Reference to the Executive Engineer's Contractor forwarded the explanation called for Para 10 of C.O. 14 dated 2nd ult. No. 823, Previous Memorandum 2nd ult. regarding his alleged false Measurement of certain Blocks in collusion with the Contractor, whereby the Government were defrauded of a large sum of money -

2. Memorandum referred to Para 1 - (1) That his measurements were correct and (2) That the contract was entered into on the understanding that 1 Rupee per cubic foot was to be paid according to the actual cubic contents and not according to dock yard measurement

In support of his first assertion he states that he has remeasured, after a method which he considers to be the most accurate, forty eight (48) of the planks in question, and finds while Mr Spring's rough measurement (no allusion is made to the dock-yard measurement) of the same planks gives 932 feet in the aggregate contents, his own makes it 1203 feet or a difference of 271 C.F. and the averages from this that were the whole number (469) remeasured, an excess over the difference which (as he assumes) he has been called upon to account for, would be found to exist in his favour.

4. Mr Fraser names the Officiating Conservator himself as having acknowledged that Mr (Lemon's) measurements were accurate though sufficient allowance had not been made for deduction. This however is not

Number of Planks	Frequency of non-minimum measurement exceeding	Difference not exceeding	Difference exceeding
469	10,858	8907	1951

* S.O. 14 May 1864 No. 827. Para 8.

borne out by the letter of Captain Beddome which he refers.

5. I presume that after all that has passed the Government will not think of reopening the question of measurements as proposed in para 4 of Mr Lemon's explanation? The examination undertaken by Mr Spring was, apparently, of the most careful character and the mode adopted by him as approved by Mr Cabral the Bombay Conservator appears to me, Captain Beddome does not say anything in regard to Mr Lemon's statement about the original contract for the 500 planks, but he states that "all measurement of planks in the Annamallais, whether such by agreement or contractors, has always been dockyard measurement & not inside measurement

In support of his first assertion he states that he has remeasured, after a method which he considers to be the most accurate, forty eight (48) of the planks in question, and that while Mr Spring's rough measurement (no allusion is made to the dock-yard measurement) of the same planks gives 932 feet as the cubical contents, his own makes it 1203 feet or a difference of 271 C.F. and he argues from this that were the whole number (469) remeasured, an excess over the difference which (as he assumes) he has been called upon to account for, would be found to exist in his favor.

4. He further names the Officiating Comptroller himself as having acknowledged that Mr (Lemon's) measurements were accurate though sufficient allowance had not been made for deduction. This however is not

Number of Planks	Gross cubical contents measurement	Mr Spring's rough measurement	Difference (additional)
469	10,858	8907	1951
	cubic feet	feet	243

* C.C. 14 May 1864 No. 527. Para 8.

corrected by the letter of Captain Beddoe & which he refers.

5. I presume that after all that has passed the Government will not think of reopening the question of measurements proposed in para 4 of Mr Lemon's explanation? The Examination undertaken by Mr Spring was, apparently, of the most careful character and the mode adopted by him was approved by Mr Cabral the Bombay Government Agent at Bonami-

6. Captain Beddoe does not say anything in regard to Mr Lemon's statement about the original contract for the 500 planks, but he states that "all measurements "of planks in the Annamallais, whether cubical "by axe-men or contractors, has always been dockyard "measurement & not outside measurement

and that Mr Lennon was
fully aware of this.

7. Mr Lennon, Captain
Beddome further says,
never attended, when
he saw him in July,
to plead in his defence
that he understood
measurement to be
outside measurements
but this omission to
Bruce forward that
he afterwards admitted
as a chief point in
his defence may have
resulted from forget-
fulness of the exact
wording of the con-
tract, or it may have
been part of his plan
to appear unacquain-
ted with the details
of a contract which
he alleges to have been
made chiefly by Captain Bruce
Lennon has ab-
sence, but which in
reality was arranged
almost entirely by
himself and in which
there is a suspicion
that he was consi-
derably interested
& if the Government
are to be subject to

see Major Bruce's
letter to Capt Beddome
of 12 July 1862.

if remains to determine
what should be done
with him. He was sus-
pended and directed
to shew cause why
he should not be
dismissed.

J. Major Bruce, in
the letter which Capt.
Beddome forwards
with his present com-
munication, while de-
claiming to prosecute
Mr Lennon on his
own account, con-
siders that "should
"certainly be done
"by Government on
"public grounds" he
is under the impres-
sion that the Queens
Secretary of State had
stated that a criminal
prosecution could
be instituted if the
Governor's explana-
tion proved unsatis-
factory - but this is
a mistake on Major
Bruce's part.

CGM
25/8/62

and Shahabudeen seems
fully aware of this.
Mr Lemon, Captain
Beddome further says,
never attempted when
he saw him in July,
to plead in his defence
that he understood
measurement to be
outside measurements
but this omission to
bring forward what
he afterwards adopted
as a chief point in
his defence may have
resulted from forget-
fulness of the exact
wording of the con-
tract, or it may have
been part of his plan
to appear unacquain-
ted with the details
of a contract which
he alleges to have been
made during his ab-
sence, but which in
reality was arranged
almost entirely by
himself and with which
there is a suspicion
that he was consi-
derably interested
& if the Government
are not to act in accordance
to Lemon's is not to

See Major Brue's
letter to Capt Beddome
d/12 July 1862.

if remains to determine
what should be done
with him. He was sus-
pended and directed
to shew cause why
he should not be
dismissed.

J. Major Brue, in
the letter which Capt.
Beddome forwards
with his present com-
munication, while de-
claiming to prosecute
Mr Lemon on his
own account, con-
siders that "should
"certainly be done
"by Government on
"public grounds" he
is under the impres-
sion that the Rever-
end Secretary of State had
stated that a criminal
prosecution could
be instituted if the
Governor's explana-
tion proved unsatis-
factory - but this is
a mistake on Major
Brue's part.

CGH
25/8/62

Since the above was written Capt Beddome has, in accordance with a requisition from this office, forwarded the original contract entered into by Chinna Rostrin which appears from this that he was to receive for the 1st 2nd & 3rd sorts at the rate of 1 Rupee per square foot. The Conservator supposes that these sorts refer to the Bombay classes. In point of fact all the planks were paid for at this rate tho' many were of the 4th & 5th classes, & many should have been rejected altogether. Even if Mr Lemon's exclude that he understood the measurements to mean outside measurement this does not avail him because his measurements were greatly in excess of outside measurements. In truth however no other than Dockyard measurement has ever been recognized in the Annamallays

15/9/16

Forest

Mr Conservator
8 Sept/16
No 1065

× cubic?

I have ascertained from Capt Beddome that the actual rates for timber are 4 annas per cubic foot + 2 for slipping - total 6 annas - this is the average of Dockyard planks: & that 1 R. per foot would be excessive for such measurements & of course be. Instructions for outside measurement - hence the timber is very inferior - and in fact has been cheated greatly. Honoured Sir I do not think Mr Lemon ought to be dismissed - for can have no conviction in the mind of Law no evidence of fact that it is very likely that such could be his occupation - but I would not prosecute for a criminal proceeding prosecution - on the point (although) his civil Beddome can enable Mr Dale if he will - I do not think it desirable. I don't. I

L. D.

Revenue Department.

№ 1948.

Proceedings of the Madras Government.

Under date the 22nd Octr 1864.

Read the following letters from the Offg Conservator of Forests.

Forwarding Mr Overseer Lennon's explanation relative to the Annamallay Contract Planks. (Here enter 15th Augt 64 № 1004)

Forwards original Contract with Translation as requested in Offg Memo № 130 of 25th Augt 1864 (Here enter 8th Septr 64 № 1065)

1. With the first of these letters the Officiating Conservator of Forests forwards the explanation which in para 10 of G. O. 14th May last № 827, Overseer Lennon was directed to submit with reference to his alleged falsification of the measurements of certain planks in collusion with the Contractors, whereby the Government were

Encl Letter dated 22d

were defrauded of a large sum of money.

2. Mr Lennon's defence amounts to this - viz - (1) that his measurements were correct and (2) that the contract was entered into on the understanding that 1 Rupee per cubic foot was to be paid according to the actual cubic contents and not according to dockyard measurements.

3. In support of his first assertion he states that he has remeasured, after a method which he considers to be the most accurate, forty eight (48) of the planks in question, and that while Mr Spring's rough measurement (no allusion is made to the dock-yard measurement) of the same planks gives 932 feet as the cubical content, his own makes it

Number of planks.	Overseer Lennon's original measurement.	Mr Spring's rough measurement.	Difference between columns 2 and 3.
	Cubic feet.		
469	10,858	8,907	1,951 *

in 1203 feet or a difference of 271 C. F., and he argues from this that were the whole number (469) remeasured, an excess over the difference which * (as he assumes) he has been called upon to account for, would be found to exist in his favor.

4. He further names the officiating Conservator himself as having acknowledged that his (Lennon's) measurements were accurate, though sufficient allowance had not been made for deductions. This, however, is not borne out by the letter of Captain Beddome's to which he refers.

5. As to the second point touched in the defence there is nothing in the contract (translation and original of which accompany the

second

were defrauded of a large sum of money.

2. That Clemmons defrauded Mr. Spring to the amount of 271 C. F., and he acquiesced in that sum were the whole number of planks (469) ascertained, an excess of two (2) which the contract price and (2) which the contractor was entitled to be allowed for, over the estimate of 469 planks.

3. That Clemmons defrauded Mr. Spring to the amount of 1203 feet on a difference of 469 planks, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

4. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

Number of planks.	Overseer Lennon's original measurement.	Mr. Spring's rough measurement.	Difference between columns 2 and 3.
	Cubic feet.		
469	10,858	8,907	1,951

5. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

6. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

7. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

8. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

9. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

10. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

11. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

12. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

13. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

14. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

15. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

16. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

17. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

18. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

19. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

20. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

21. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

22. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

23. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

24. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

25. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

26. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

27. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

28. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

29. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

30. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

31. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

32. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

33. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

34. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

35. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

36. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

37. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

38. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

39. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

40. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

41. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

42. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

43. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

44. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

45. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

46. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

47. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

48. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

49. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

50. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

51. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

52. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

53. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

54. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

55. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

56. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

57. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

58. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

59. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

60. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

61. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

62. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

63. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

64. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

65. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

66. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

67. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

68. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

69. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

70. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

71. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

72. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

73. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

74. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

75. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

76. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

77. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

78. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

79. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

80. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

81. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

82. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

83. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

84. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

85. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

86. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

87. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

88. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

89. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

90. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

91. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

92. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

93. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

94. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

95. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

96. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

97. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

98. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

99. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

100. That Clemmons defrauded Mr. Spring to the amount of 1951 cubic feet, which the contractor was entitled to be allowed for, over the estimate of 469 planks.

Second letter recorded above)
to bear out Mr Lennon's as-
sertion that payment was to
be made on the basis of out-
side measurements as distinct
from dock-yard measure-
ments. On the other hand
Captain Beddome states that
"all measurement of planks
"in the Anamalais, whether
"cut by axe-men or contractors,
"has always been dockyard
"measurement and not outside
"measurement" and that Mr
Lennon was fully aware of
this, distinct rules on the sub-
ject being laid down in
the Forest Manual.

6. The contract merely
states that the contractor
was to receive for the 1st,
2nd, and 3d, sorts at the
rate of 1 Rupee per square
(?) foot. That this might
be supposed to refer to
outside

* Capt. Brine who
keeps the over charges
& Pundits Account &c.

outside measure seems to have
occurred to Mr Lennon as an
after thought, for he never
attempted to raise this plea
when he met Captain Beddome
on the Anamallais, but merely
stated that he was not res-
ponsible for the measurements,
and that he was away when
the contract was made.

7. Even if the excuse
that he understood outside
measurement to be intended
could be accepted, the Over-
seer would not be exone-
rated, for not only were
the measurements on which
payment was made greatly
in excess of outside mea-
surement, but all the
planks, though many were
of the 4th and 5th classes
(instead of the 1st, 2nd and 3d)
and

second letter recorded above)
to bear out Mr Lennon's as-
sertion that payment was to
be made on the basis of out-
side measurements as distinct
from dock-yard measure-
ment. On the other hand
Captain Beddome states that
"all measurement of planks
"in the Anamalais, whether
"cut by axe-men or contractors,
"has always been dockyard
"measurement and not outside
"measurement" and that Mr
Lennon was fully aware of
this, distinct rules on the sub-
ject being laid down in
the Forest Manual.

6. The contract merely
states that the contractor
was to receive for the 1st,
2nd, and 3d, sorts at the
rate of 1 Rupee per square
(?) foot. That this might
be supposed to refer to
outside

* Capt. Brine who
keeps the over charges
in Pudumalai a mistake.

outside measure seems to have
occurred to Mr Lennon as an
after thought, for he never
attempted to raise this plea
when he met Captain Beddome
on the Anamallais, but merely
stated that he was not res-
ponsible for the measurements
and that he was away when
the contract was made.

7. Even if the excuse
that he understood outside
measurement to be intended
could be accepted, the Over-
seer would not be exone-
rated, for not only were
the measurements on which
payment was made greatly
in excess of outside mea-
surement, but all the
planks, though many were
of the 4th and 5th classes
(instead of the 1st, 2nd and 3d)
and

and many unfit to be accepted at all, were paid for at the full rate.

8. The Government have no intention of reopening the question of measurement as proposed in para 4 of the Overseer's explanation. The Examination undertaken by Mr Spring was, apparently, of the most careful character, and the mode adopted by him was approved of by Mr Cabral, the Bombay Govt Timber Agent at Ponani. G. O. 14th May 64 No. 827 para 8.

9. The Governor in Council is satisfied that Mr Lemon has been concerned in a gross attempt to defraud, which has been successful to a certain extent. There is every reason to believe that the contract was arranged through his means, and there is more than a suspicion that he has benefitted largely by it. Under these circumstances he will be dismissed from the Department as unworthy of confidence, and his employment in any other capacity under Government prohibited.

10 Major Brine, in a letter which Captain Beddome forwards with his first communication above recorded, while declining to prosecute the Overseer on his own account, expresses an opinion that this should certainly be done by Government on public grounds. He is under the impression that

that the Secretary to Government had intimated that such course would be followed, in the event of the Overseer's explanation proving unsatisfactory. In this, however, he was mistaken. The Government would have no objection to a criminal prosecution were sufficient proof for a legal conviction attainable but, as the case stands they doubt the expediency of attempting it.

4 Copies to the Offg Comm[r] of Forests with a remit. Desp[t] 250 &c
5 — Jud[l] Dep[t] Desp[t] 7 Oct[r]
5 — Pub Dep[t]
5 Educational Dep[t]
5 Political Dep[t]
5 Fin[l] Dep[t]
5 — Fin[l] Railway Dep[t]
21 — P.W.D.
7 — M.D.
24 — Post Office
13 — Dr of Rev[e] Settlements
10 — Supt of Rev[e] Surveys
11 — Jail Comm[rs]
1 — Supt Chin Plantations
5 Mining Dep[t]

that the Secretary to Government had intimated that such course would be followed, in the event of the Overseer's explanation proving unsatisfactory. In this, however, he was mistaken. The Government would have no objection to a criminal prosecution were sufficient proof for a legal conviction attainable but, as the case stands they doubt the expediency of attempting it.

4 Copies to the Offg Comm[r] of Forests with a remit. Desp[t] 250 &c
5 — Jud[l] Dep[t] Desp[t] 7 Oct[r]
5 — Pub Dep[t]
5 Educational Dep[t]
5 Political Dep[t]
5 Fin[l] Dep[t]
5 — Fin[l] Railway Dep[t]
21 — P.W.D.
7 — M.D.
24 — Post Office
13 — Dr of Rev[e] Settlements
10 — Supt of Rev[e] Surveys
11 — Jail Comm[rs]
1 — Supt Chin Plantations
5 Mining Dep[t]

Revenue 1864 Depth.
Pro: of Govt for Octr.

No. 1948.

Pro: of the Madras Govt.
D: f 22d Octr 1864.

Conf No. No. 153-154
14-5-64

" 171-172
11-12-62

Passing orders on the explanation of Overseer Lennon respecting the measurement of Annamallay Teak plantns.

No 269 @ 271.