

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 956	Press ~~Mis.~~
142-143	
Dated	9-5-18 65.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
9th May 1865.*

No. 142. Read the following letter from Captain R. H. BEDDOME, Deputy Conservator of Forests, to J. D. SIM, Esq., Secretary to Government, Revenue Department, Fort Saint George, dated Camp Coimbatore, 28th April 1865, No. 1,266:—

SIR,

1. At the recent trial at Coimbatore of one Boriah Gownden for timber robbery in the Sholahkurray Forests, the Judge made severe remarks upon the lax system of the Forest Department under Mr. Spring, Acting Assistant Conservator in charge of the Range. It also came to light that though Mr. Spring had purchased an Elephant for Government for the sum of 2,000 Rupees, the owner in Malabar had only received 1,350 Rupees. By an order from Dr. Cleghorn, Conservator of Forests, I proceeded to Coimbatore and have fully investigated the case with Major Michael, at present in charge of the District.

2. In June last, Mr. Spring granted a License to Boriah Gownden and Rungiah Gownden for twenty-five bandy-loads of timber including Teak: Mr. Spring being well aware that Teak was never given on License, and was not even entered in the seigniorage List of the District. This was done, and a price for Teak fixed not only without the sanction of the Conservator but without its ever being mentioned in any of the Monthly Reports.

3. Shortly after this, Mr. Spring gave a verbal order to Boriah Gownden and Rungiah Gownden to fell 100 logs of Vengay and 100 of Black-wood: all logs above a certain size were to be selected for the Coimbatore Jail and the Gun Carriage Manufactory; and all rejected logs were to be given over to the Contractor at the seigniorage rates, for which purpose they deposited 500 Rupees with Mr. Spring. This contract was made by Mr. Spring without the ratification of the Conservator, and was not even reported to him. The 500 Rupees' deposit was never brought into any account or lodged in any Treasury. This contract was subsequently altered verbally into permission to fell Teak also. In August, Mr. Spring sent his Overseer to see this timber and 156 bandy-loads were selected and 91

rejected,* these latter were handed over to the contractors, and they were allowed to remove them, but the amount of seigniorage due (viz. Rupees 413) was not credited to Government until the 1st of December when Mr. Spring paid it out of the 500 Rupees' deposit, which he had kept (as he terms it) by him since June, and the balance (viz. Rupees 87) was returned to Boriah Gownden.

4. In November the Collector of the District informed the Conservator that timber was apparently being clandestinely felled and removed from the Sholahkurray Forests. Mr. Spring was then ordered to see the Collector on the subject, and to forward a full report on it. Upon this Mr. Spring wrote to the Conservator (17th November) that the timber alluded to by the Collector was being felled for the Jail, and that the Contractor had deposited 500 Rupees as security, and that he intended reporting fully on the matter. The timber alluded to by the Collector was attached by the Revenue authorities and marked. It was of considerable size, and was no portion of that rejected by Mr. Spring's Overseer; the Contractors had effected the sale, but the timber was not removed. At the trial, Boriah Gownden (Rungiah Gownden is dead) was sentenced to a fine of 1,000 Rupees, and to imprisonment for three years.

5. Mr. Spring should have visited these forests himself occasionally, and should have sent his Overseer to supervise any operations. Mr. Spring allows that he has never once visited the forests. One of the Overseers visited the forests three times since June, but did not on any of the occasions go above Ghát where all the felling took place.

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6. The whole of the two transactions exhibit a great laxity of system and an utter disregard to all the rules of the Department clearly laid down in the Forest Manual. Mr. Spring must have known that he risked his appointment by giving Teak on License, it is therefore difficult to understand why he should have done so unless he was to benefit thereby. On the other hand there is nothing to prove any collusion on Mr. Spring's part, and if there had been any, Boriah Gownden would in all probability have brought it to light in self justification.

7. Mr. Spring was appointed to the temporary charge of the Anamallays during Captain Michael's absence, on account of his zeal and good services in the Cuddapah District. Both Doctor Cleghorn and myself have always had a high opinion of him. After his present disregard of all the rules of the Department, I cannot recommend that he be allowed to return to the independent charge of a range; (he stands posted to Cuddapah) but consider that he must in future be placed under an Officer.

8. Regarding the purchase of the Elephant, it is the case that the owner in Malabar only received 1,350 Rupees for it from Boriah Gownden. The Elephant however appears to have been hired by Boriah Gownden to drag the logs down to Mr. Spring, and there is nothing to prove that Mr. Spring did not suppose him to be the bonâ fide owner of it. At Mr. Spring's request, an Inspector of Police proceeded with one of the Forest Overseers and saw the Elephant at work, and it was after their report upon its work that Mr. Spring paid the 2,000 Rupees in the presence of two Police Inspectors, here however Mr. Spring courts suspicion by not conforming to the rules of the Department, though he purchased the Elephant on the 14th of October he does not enter the transaction in his accounts until November, and instead of paying for it by cheque, which is the usual proceeding, he pays in cash 1,500 in Rupees and 500 in Notes, these Notes were returned in the evening by Boriah Gownden with a request for Rupees, as a charge was demanded as discount for changing them, upon this Mr. Spring gave him a Promissory Note for the 500 Rupees and took back the Notes, the Rupees were paid the following morning (the 15th of October) this Promissory Note was produced in Court by the prisoner to prove an alibi, as he was charged with effecting the sale of the timber in the Sholah-kurays on that same date (15th of October) Mr. Spring states that this document was kept by accident in his office, and that he gave it to Boriah Gownden upon being asked if he had kept it to enable him to prove an alibi; he did this, he also states, because he felt sure that Boriah Gownden was innocent, and that it was only Run-giah Gownden, his partner (then dead), who had attempted a breach of the contract.

9. Major Michael has refused to take charge of Mr. Spring's outstandings. His outstanding advances to Cart Contractors are considerable, and are much greater than he was ever authorized to make. He states however that they are all safe debts, and that the cartmen have mortgaged their carts to the Department. Major Michael is about to be relieved in a few days by Lieutenant Bennet, it is necessary therefore that Mr. Spring should hand over all these outstandings to that Officer, I have therefore ordered him to remain in the District till Lieutenant Bennet arrives, and to prepare in the meantime a full report upon all the outstandings.

No. 143.

ORDER THEREON, 9th May 1865, No. 956.

Forests, No. 5.

1. The Government approve of the arrangements proposed in paragraph 9 of Captain Beddome's letter. They will reserve their final judgment on Mr. Spring until they receive a full report on his conduct, accompanied by a copy of the Session Court Calendar, and a translation of the record of the trial in the Magis-

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terial Session Court, to be supplied by the Session Judge, and any other documents connected with his proceedings. But considering his undoubted breach of the rules in several most important points they cannot allow him to draw any pay from the 30th ultimo until further orders.

2. Mr. Spring's written defence will of course be submitted to Government.

(True Extract.)

(Signed) J. D. SIM,

Secretary to Government.

To the Officiating Conservator of Forests.
.. the Civil Paymaster.
.. the Accountant General.

Exd. R. H. Lee.

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 arrangement. Ents proposed
 in para 9 of Capt Beddome's
 letter. They will release
 the ^{trial} judgment on Mr.
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 by the
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Rec: 1865

Trans. Dept.
No. of Govt. for May/65
No. 1154

From

The off. Commr of Forests

To

The Secretary to Govt.
P. O.

From the Off. Commr of Forests
Dated July 10/65
Received 22 May/66

No. 1266

Encls. 2

Subject

No. 956. 9 Mo.

Report upon the irregular
transactions of Mr. Spring
in reference to a contract
entered with Baisak for
felling certain teak in
the Sholay Kumbh Jungles
San. Secy. W. H. Order

From the Off. Commr of
Forests, P. O. No. 1054

112-113

C 5 May 1866