

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 2/28	<u>Press</u> <u>Mis.</u>
463 463	
Dated	18-8-1866.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
18th August 1866.*

No. 462. Read the following letter from J. W. B. MONEY, Esq., to the Secretary to Government, Revenue Department, Fort Saint George, dated Ootacamund, 11th August 1866:—

1. With reference to the Proceedings of the Madras Government, Revenue Department, of 20th March 1866, No. 682, I have to regret that Government has declined to accept my offer for the purchase of the timber.

2. As to paragraph 16, relating to the period within which Government is to remove the timber, though no express stipulation was made in the contract signed by me at the sale on 6th February 1865, the law would imply that such removal should be within a reasonable period.

3. If Government had not sold the land they could of course have removed the timber at their own convenience, but then they would not be getting Rupees two per acre per annum quit-rent for it, as they have now done for eighteen months. They cannot both occupy such land indefinitely with their timber and also receive rent for it, as if I had the use of it. I beg, therefore, respectfully, to submit that Government should either order the timber to be removed within, say, one year from this period, or that they should relieve me from the payment of any further rent for such land until the timber has been removed at their convenience. In the latter case the rent for each acre of land would re-attach as soon as the Forest Department gave me notice, through the Collector, that they relinquished all further claim to timber on such acre.

4. As to the concession offered me in the latter part of the 16th paragraph, I must respectfully decline it, as it would put on me the removing of the timber, against which I carefully guarded myself before buying the land.

5. The contract is to fell and stack the timber, not where the Conservator pleases, but where I please, within fifty yards of the upper side of the then existing road, or within fifty yards of either side of any new road, as will be seen by reference to the terms of the contract signed by me on 6th February 1865, and set forth in the 4th paragraph of the Proceedings of 20th March 1866.

6. This contract I have carried out, and am still carrying out. I have made some miles of new road through the Shola, and now have some thousands of bandy loads, which have been stacked within fifty yards of the upper side of the old road for more than twelve months, and which have not been removed. The truth is the old Government road is rather steep in some places, so the Forest Department do not avail themselves of the timber stacked there. They have removed most of the timber stacked along the new roads, and the Overseer in charge told my Manager that what they really wanted was that we should stack it at the entrance of the Shola, which is exactly what I carefully guarded myself against in the contract. I am still making new roads, and will carry them to within fifty yards of every part of the Government timber, and will stack the same within fifty yards of such roads, but my contract neither requires me to move the timber, nor to cut it into small lengths for convenience in loading on bandies. As to the 17th paragraph, relating to the 80 acres, the Government is unaware of the real facts. The land was put up to auction as—

400 Acres unfelled Shola.
100 Acres partially felled Shola and grass land.
—
500 Acres.

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7. At the sale the timber conditions, set forth in paragraph 4, were produced in Major Morgan's handwriting, and signed by him, only such conditions then began at the words "The timber shall be stacked," &c.

8. Before the sale I drew the attention of the Collector to the wording of such timber conditions as not being limited to the 400 acres of unfelled Shola, but that, as worded, they would apply equally to the 80 acres of partially felled Shola sold with grass land as 100 acres partially felled Shola and grass. The Collector thereupon inserted in his own handwriting at the head of the said paper the words: "As to the 400 acres of forest land," thus expressly excluding the 80 acres of partially felled Shola from the reservation of timber to the Government. To say nothing of the legal maxim "*expressio unius exclusio alterius*" in this case, the exclusion was deliberately made, and the land was then and there bought by me in consequence of such exclusion, and such contract, as so altered, was then signed by me.

9. I must, therefore, respectfully insist on my undoubted right to hold those 80 acres, which have been marked off and separated from the rest, free from any Government claim as to the remnant of timber thereon, and free from any interference by the Forest Department.

No. 463.

ORDER THEREON, 18th August 1866, No. 2,123.

Forests, No. 16.

1. Forwarded to the Collector for early report after personal inspection of the Shola, and communication with Captain Beddome (if on the Hills) and Majors Farewell and Morgan.

2. The Government wish to know how and where the timber has been stacked, and, roughly, the area occupied by the stacks.

(True Extract.)

(Signed) J. D. SIM,

Secretary to Government.

To the Collector of Coimbatore.
,, the Officiating Conservator of Forests.
,, J. W. B. Money, Esq.

21-2128

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~ (if on the Hills)

Copy to the Collector of Coimbatore Sept 20
4 in a copy of the
1 in J. W. B. Money Esq.

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