M.R.O. 14—13,000—27-9-24

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 2745 — Press / Mis.

262.265

Dated 10 - 10 - 1866.

Not to be folded or roughly handled

No. 362. Read the following papers:—

MINUTE BY THE HONORABLE THE PRESIDENT.

1. I visited the Deva Shola on the 8th instant, with the view of forming an opinion on the spot as to the best mode of settling the question at issue between the Government and Mr. Money, regarding the disposal of the timber which has been felled on that part of the Shola which has been purchased by Mr. Money. The agreement was that the timber should be the property of the Government, and should be removed by them, Mr. Money felling it and stacking it within fifty yards of the Government road, or of any other cart roads which might thereafter be constructed. Mr. Money was to perform his part of the agreement within one year. Nothing was specified in the agreement in regard to the time within which the timber was to be removed. It has all been felled, with the exception of a few trunks left standing here and there, but none of it has been stacked according to what I hold to be the ordinary acceptation of that term, and what I imagine must have been the intention of the Government when they stipulated that the wood should be stacked by Mr. Money, viz., that it should be piled in logs of such a size as to admit of their being laid on a cart without further lopping. Mr. Money's construction of this agreement is that it merely requires him to fell the timber, lop the branches, and pile them over the trunks of the trees within fifty yards of a cart road, and that the Government are bound to remove the whole of it within a reasonable time, which reasonable time, he contends, should not exceed the time allowed to him for performing his part of the contract. I should mention here that the quantity of felled timber is estimated by Captain Beddome at 80,000 cart loads, and by Mr. Money at from 130,000 to 150,000 cart loads; that only a small portion of it, 5,000 bandy loads, is required for use at the Lawrence Asylum Works; and that at present there is no demand for it as firewood at Ootacamund, the supplies available from Sholas which have recently been felled within a shorter distance of the station being sufficient for all present requirements.

2. I am unable to admit the validity of the construction which Mr. Money has put upon the terms of his agreement with the Government. It cannot, I think, be said that the mode of stacking the timber, for which Mr. Money contends, is that which was provided for in the contract, nor do I apprehend that a Court of Law would uphold Mr. Money's argument in regard to the length of time to be allowed to the Government for removing the whole of the timber. But, as I have already stated, that portion which is required for Government purposes is very small, the cost of removing the whole of the wood would be enormous, and the expense which would be entailed on Mr. Money, if he were required to fulfil what I deem to have been the intent and meaning of the contract, would be greatly in excess of what could have been contemplated by either party. I am assured that the cost of stacking the whole of the wood, in logs of sizes suitable for removal on carts, would amount to from one lac to two lacs of Rupees.

3. Under these circumstances, I have come to the conclusion, a conclusion in which I am supported by the opinions of the Collector and of the Officers of the Forest and Public Works Departments, and in which Sir Thomas Pycroft, who accompanied me in my visit to the Sholas, has expressed his concurrence, that the

interests of both parties will best be met by a compromise; the Government, on the one hand, abandoning their claim to that portion of the wood which they do not require, and Mr. Money, on the other hand, undertaking to deal with the remainder in such a manner as to admit of its being easily and inexpensively removed by the Government carts. The annexed agreement has been accordingly drawn up in supercession of the former contract. In it Mr. Money undertakes to place 5,000 bandy loads of wood, cut up into logs of suitable sizes, in a convenient position for removal, Mr. Money accepting the risk of fire, and having the free use of the remainder of the wood. It is agreed that any dispute which may hereafter arise with reference to the terms of the new contract shall be settled by arbitration.

4. I beg leave to recommend that this agreement be formally sanctioned by the Governor in Council.

(Signed) NAPIER.

No. 263. MINUTE BY THE HONORABLE SIR T. PYCROFT.

1. I visited the Deva Shola in company with Lord Napier and others, and took a part in the subsequent deliberations and negociations. I concur with his Lordship in thinking that the compromise effected with Mr. Money, although doubtless very favorable to him, is on the whole the best arrangement that could have been made under the circumstances.

2. As stated by the President, only 5,000 cart loads of dry wood (and all the wood which has been felled in Mr. Money's plantation is dry) are required for the Lawrence Asylum Works, the rest must be green. For such green wood, as well as for fuel for the Asylum hereafter, there is an ample reserve in that part of the Deva Shola which still belongs to Government, and which extends to a point somewhat nearer to the Lawrence Asylum Works than that at which Mr. Money's estate commences. This portion of the Deva Shola should, therefore, be drawn on for the supply of the Lawrence Asylum Works, but under such arrangements as shall ensure the forest being worked regularly, and the clearings being duly re-planted.

28*th September* 1866.

(Signed) T. PYCROFT.

No. 264. MINUTE BY THE HONORABLE H. D. PHILLIPS.

I am under the disadvantage of not possessing the local knowledge which personal visits to the Deva Shola have secured for His Lordship and Sir T. Pycroft. Judging, however, from what appears in the correspondence on record, I think the new arrangements now made with Mr. Money are likely to save Government from the disagreeable difficulties which clearly were impending.

28*th September* 1866.

(Signed) H. D. PHILLIPS.

AGREEMENT.

Mr. Money agrees to lay within twenty yards along the upper sides of the cart roads in the Deva Shola (5,000) five thousand bandy loads of wood, cut up into logs not exceeding eight feet in length, and not less than five inches in diameter; such wood to be laid as above by Mr. Money, and removed by the Government continuously during the next two years. Mr. Money accepts the

risk of fire, and is to be released from all responsibility under the former contract with reference to the disposal of the wood, and to have the free use of the whole of the land which he has purchased, and of the remainder of the timber. In the event of any dispute arising hereafter with reference to the terms of this agreement, such dispute to be settled by arbitration: Mr. Money and the Government respectively appointing an arbiter, and the two arbiters so appointed appointing an umpire.

OOTACAMUND,
10*th September* 1866.

(Signed) A. J. ARBUTHNOT,
Chief Secretary to Government.
(Signed) J. W. B. MONEY.

No. 265. ORDER THEREON, 10th October 1866, No. 2,745.

Forests, No. 8.

The Governor in Council accepts and sanctions the agreement recorded in the Minute of the Right Honorable the President.

(True Extract.)

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

To the Board of Revenue.
,, J. W. B. Money, Esq.
The Public Works Dept
The Hy Commissariat Department

Rrd. S. T. Augustin.

Minute.

I visited the Deva Shola on the 8 instant with the view of forming an opinion on the spot as to the best mode of settling the question at issue between the Govt and Mr Money regarding the disposal of the timber which has been felled on that part of the Shola which has been purchased by Mr Money. The agreement was that the timber should be the property of the Govt and should be removed by them, Mr Money felling it and stacking it within 50 yards of the Govt. road

or of any other Cart-roads which might thereafter be constructed. Mr Money was to perform his part of the agreement within one year from the 1865. Nothing was specified in the agreement in regard to the time within which the timber was to be removed. It has all been felled, with the exception of a few trunks left standing here and there, but none of it has been stacked according to what I hold to be the ordinary acceptation of that term, and what I imagine must have been the intention of the Govt. when they stipulated that the wood should be stacked by Mr Money, viz.

viz. that it should be piled in logs of such a size as to admit of their being laid on a Cart without further lopping. Mr Money's construction of this agreement is that it merely requires him to fell the timber, lop the branches and pile them over the trunks of the trees within 50 yards of a Cart-road, and that the Govt. are bound to remove the whole of it within a reasonable time, which reasonable time, he contends, should not exceed the time allowed to him for performing his part of the Contract. I should mention here that the quantity of felled timber is estimated by Captain Reddie at 80,000 cart loads

and by Mr Money at from 130,000 to 150,000 cart loads, that only a small portion of it 5,000 handy loads is required for use at the Lawrence Asylum works, and that at present there is no demand for it as firewood at Colaba and the supplies available from Sholas which have recently been felled within a shorter distance of the station being sufficient for all present requirements.

I am unable to admit the validity of the construction which Mr Money has put upon the terms of his agreement with the Govt. It cannot

cannot, I think be said that the mode of stacking the timber for which Mr Money contends is that which was provided for in the Contract, nor do I apprehend that a Court of Law would uphold Mr Money's argument in regard to the length of time to be allowed to the Govt for removing the whole of the timber - But, as I have already stated, that portion which is required for Govt. purposes is very small, the cost of removing the whole of the wood would be enormous, and the expense which would be entailed on Mr Money if he were required to fulfil what I deem to have been

the intent and meaning of the Contract would be greatly in excess of what could have been contemplated by either party- I am assured that the cost of stacking the whole of the wood in logs of sizes suitable for removal on carts would amount to from one lac to two lacs of rupees—

Under these circumstances I have come to the Conclusion,- a conclusion in which I am supported by the opinions of the Collector and of the Officers of the Forest and Public Works Departments, and in which Sir Thomas Pycroft- who accompanied me in my visit to the Shola has expressed his concurrence, that the interests of both parties will best be met by a compromise, the Govt. on the one hand abandoning their claim to that portion of the wood which they do not require, and Mr. Money on the other hand undertaking to deal with the remainder in such a manner as to admit of its being easily and inexpensively removed by the Govt Carts- The annexed agreement has been accordingly drawn up in supercession of the former contract- In it Mr. Money undertakes to place 5000 handy loads of wood cut up into logs of suitable sizes in a

a convenient position for removal, Mr Money accepting the risk of fire and having the free use of the remainder of the wood. It is agreed that any dispute which may hereafter arise with reference to the terms of the new Contract shall be settled by arbitration.

I beg leave to recommend that this agreement be formally sanctioned by the Governor in Council.

Napier

I visited the Dee Shola in company with Lord Napier and Stokes and took a part in the bargain and declinations and negociations. I concur with his Lordship in thinking that the compromise effected with Mr Money, although doubtless any favora-
-ble claim is on the whole the best an-

that could have been made under the circumstances -

As stated by the President only 5000 cart-loads of dry wood, and all the wood which has been felled in Mr Money's plantation is dry, and required for the Lawrence Asylum works - the estimate is green - For such green wood, as will as for fuel for the Asylum hereafter, there is an ample reserve in that part of the Dee Shola which still belongs to Government and which extends to a point somewhat nearer than to the L A Works than are all which Mr Money enters commences -

This portion of the Dee Shola should therefore be drawn on by the Contractor for the L A Works, but under such arrangements as shall ensure the Forest being worked upon, and the clearings being duly replanted

JPF

28-9-66 I am under the disadvantage of not possessing the local knowledge of personal visit to the Dee Shola have caused to the Lordship of Lt Colonel Ludlow, how does from what appears in the correspondence on record, I think

The new arrangements have made with Mr. Mooney are liable to some loss from the drafts made & difficulties & clearances suspending

28.9.66 WDH

No. 3411.

Minute by the Hon.
Phillips ———

Dated 28th Sept. 1866.
Received

Recording his opinion
on the above subject.—

Reported to Surveyor Genl
Dept 12th Oct. No 7 of 1867 Mis.
Forwd

No. 3410.

Minute by the Hon.
J. Pyecroft —

Dated 28th Sept. 1866.
Received

Recording his views
on the above subject.—

Secretary's 10 Oct.

No. 262 & 264.

Revenue 1866. Dispatch
Pro. of Govt for October
No. 3409.

Minute by the Hon.
the President ———

Dated
Received 1866.

Recording his sentiments on the subject of the disposal of the timber felled on that part of the Dead Shola purchased by Mr. Money.—

Mr. Money agrees to lay within 20 yards along the upper sides of the cart roads in the Dead Shola 5,000 (five thousand) loads of wood, cut up into logs not exceeding 8 feet in length, and not less than 5 inches in diameter; such wood to be laid as above by Mr. Money and removed by the Government continuously during the next 2 years. Mr. Money accepts the risk of fire and is to be released from all responsibility under the former contract with reference to the disposal of the wood, and to have the free use of the whole of the land which he has purchased and of the remainder of the timber. In the event of any dispute arising hereafter with reference to the terms of this agreement such dispute to be settled by arbitration: Mr. Money & the Government respectively appointing an arbiter and the two arbiters so appointed appointing an umpire.

G. Hammond
10th September
1866

G. J. Cumberland
Chief Secretary
to Govt.

A. B. [illegible]

No. 2745.

10c. Oct. 58

The final accepts of
the agree-
ment to record in
the Minute of the
Right Hon^ble the Pre-
sident.

J. D. S.

JPS

Wd N.

11 Copies Tables B^ds of Rev Cutters &c
1 — J. M. B. Money Lenders
21 — Bradshaws
4 — Cmsr of Forestors

Reported to England
D/ 12th Oct. No 7 of 1867 Mis. Trans.

Revenue 1866 Depart.
Pro: of Govt for October

A: 2745

Pro: of the Madras Govt
D/ 10th October 1866.

Read

The arrangement proposed by the Governor for the removal of the Timber felled by Mr Money in Devan Shola at Nilgherries — accepted and Sanctioned

A: 262 @ 265