M.R.O. 14—18,000—27-9-34.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 3408	Press ~~Mts.~~
300 301	
Dated 17 — 12 — ~~19~~ 1866.	

Not to be folded or roughly handled

G.O. No. 3408

Proceedings of the Madras Government, Revenue Department, 17th December 1866.

No. 300. Read the following letter from the Acting Government Solicitor, to the Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 15th December 1866, No. 695.

Dated 21st November 1866, No. 3,182, Revenue Department.

1. I have the honor to acknowledge the Proceedings of Government noted in the margin, with the enclosures therein referred to, requesting the Advocate General's opinion on the proposed Form of re-conveyance of the "Deva sholah Estate" from Government to Messrs. Money and Wauchope.

2. I have submitted these papers, together with his Opinion of the 4th of September last, for the consideration of the Acting Advocate General; and

3. I now forward a copy of his further opinion, and return the enclosures above noted.

OPINION.

I think that the Deeds now submitted to me will effect the object desired by Messrs. Money and Wauchope. By a clerical error the Registration Act 16 of 1864 is described as Act 16 of 1866, in the first Deed. This had better be corrected, and the correction initialled by Mr. Money.

(Signed) JOHN. D. MAYNE,
Acting Advocate General.

14*th December* 1866.

(True Copy.)

(Signed) H. J. BROCKMAN,
Acting Government Solicitor.

No. 301. ORDER THEREON, 17th December 1866, No. 3,408.

Forests, No. 7.

1. Ordered to be communicated, together with the enclosure, to the Board of Revenue, with reference to G. O. 21st November 1866, No. 3,182. The error pointed out by the Advocate General has been corrected by Mr. Money.

2. Ordered also that the Title Deed received with the Board's Proceedings of 13th November 1866, No. 8,124, be sealed and returned to the Board, together with the Deed of Conveyance received with the same Proceedings.

(True Extract.)

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

To the Board of Revenue, with Deed and three Enclosures.

Rd. S. T. Augustin.

No. 419. Read the following Proceedings of the Board of Revenue, dated 7th September 1864.

Read the following letter from P. GRANT, Esq., Collector of Coimbatore, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, dated Ootacamund, 31st August 1864, No. 183 :—

SIR,

You are aware that the Deva Sholah on those hills, situated about ten miles from the Ootacamund Church and to which a bundy road has been constructed at Government expense, has been reserved for the supply of firewood for Ootacamund, and is now under the charge of the Conservator of Forests. Mr. Money from Calcutta, at present residing in Ootacamund, but about to return to Calcutta, is most anxious to open out an extensive Chinchona plantation on these hills. In view to carry out his wishes he has been looking out for land suited for the purpose and after exploring the hills he has fixed on the Deva Sholah as the site which affords the best prospect of success. It is protected from the western coast monsoon and high winds, and the soil is good. Mr. Money is anxious to obtain about 400 acres of the Sholah land; about 80 acres of it have been cleared of wood by the firewood Contractor under the Conservator's management, and to the sale of this portion there is no objection. With regard to the remaining 320 acres Mr. Money expresses his willingness to cut down the timber at his own expense and hand it over to the Conservator to be stacked for future sale for the supply of Ootacamund. Captain Beddome the Conservator of Forests writes that to this arrangement "there can be no objection." It strikes me that the offer is a most advantageous one for Government as the felling of the wood at Rupees 14 per acre, the usual contract price, will cost Mr. Money some Rupees 4,480, or more probably Rupees 5,000, which expense under ordinary circumstances would have to be borne by Government. I beg to recommend that on the terms proposed by Mr. Money, the unsold portion of the Sholah be put up to auction under the waste land rules. Mr. Money, I have reason to believe, is prepared to go to very considerable expense in the planting of Chinchona, and intends to get out from England a Superintendent thoroughly versed in the various branches of Horticulture.

2. An early reply will oblige, as Mr. Money is anxious, in the event of his application being complied with, to take further steps in connection with his speculation.

---

1. Submitted for the decision of Government.

2. The Board understand that the condition on which Mr. Money is willing to take the land is to be one of the terms of sale; and if so, the proposal appears to the Board to be free from objection.

No. 420. ORDER THEREON, 28th September 1864, No. 1,791.

Miscellaneous.

1. The Governor in Council sanctions the sale of the 400 acres of land referred to, by public auction, subject to the regular assessment of 2 Rupees per acre, on the condition that the purchaser shall, at his own expense, fell and stack the wood in such places adjacent to the Sholah as the Conservator of Forests may point out, the wood becoming the property of Government. The purchaser will of course be subject in other respects to the Rules for the sale of waste lands on the Neilgherries.

2. Mr. Grant will obtain the advice and assistance of Mr. Dale, who is now on the Neilgherries, in drawing up the notice of sale, &c.

(True Extract.)

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

To the Board of Revenue.
„ the Officiating Conservator of Forests.

Exd. T. O'Connor.

Proceedings of the Madras Government, Revenue Department, 7th April 1865.

No. 107. Read the following Proceedings of the Board of Revenue, dated 30th March 1865, No. 1,756.

Read the following letter from P. GRANT, Esq., Collector of Coimbatore, to R. A. DALYELL, Esq., Acting Secretary to the Board of Revenue, dated Cottamangalam, 14th March 1865, No. 40 :—

1. With reference to the Proceedings of the Madras Government and their Order thereon, dated 28th September 1864, No. 1,791, I have the honor to report that in accordance with the instructions contained in paragraph 2 thereof, I at once applied to Mr. Dale for his advice and assistance in drawing up the notice of sale of the land applied for by Mr. Money in Deva Shola, but as there was some delay in the receipt of a draft notice from him, I issued a short notice, on the 4th November 1864, advertising the intended sale of the land at the end of three months, with a note that the terms of sale would be made known hereafter. This course I was under the necessity of adopting with a view to prevent delay and inconvenience to Mr. Money. Mr. Dale's draft notice, embracing all the necessary conditions with reference to paragraph 1 of the Government Order, was received on the 7th January 1865, and on the 16th idem it was published; the day of sale entered in the previous notice having been retained in this, viz., 6th February 1865. On the appointed day the land was put up to auction in the Assistant Collector's Office at Ootacamund in my presence at an upset price of 500 Rupees, the estimated cost of survey and demarcation, and knocked down to Mr. Money, the highest bidder, for 510 Rupees, the estimated extent of land declared at the time of sale and entered in the notice being 400 acres of forest land, as per Government Order, and 100 acres of grass land in addition. Mr. Money at once paid the amount, and executed the necessary agreement, in regard to the felling and stacking of the wood, according to the directions of the Assistant Conservator in charge of the Neilgherry Sholas. As Mr. Money, who was shortly to start for England, was most anxious to have the land surveyed, and his Title Deed completed ere he left the country, I had the land surveyed by pensioned Sub-Engineer Mr. Williams. The plan (to be returned), which is submitted for the Board's inspection, exhibits an area of 662 acres, or or 162 acres in excess of Mr. Money's original application. This excess land Mr. Money is anxious to retain on payment of the extra-proportionate price due, viz., Rupees 165-3-10. From the conformation of the land it was impossible, in a large application like this, to state what the actual land was, especially as the Shola land ran up a valley, and could only be judged of by the eye from high ground adjacent to it. I beg to recommend that Mr. Money be allowed to retain the extra land; he has commenced active operations in the way of felling, &c., and is about to make an extensive and expensive experiment in Chinchona cultivation, the first of the kind attempted on a large scale by a private individual, so that, I think, he deserves every encouragement.

Vide "Fort Saint George Gazette" 24th January 1865, page 197.

2. The survey having been completed, Mr. Money may be furnished with a Title Deed in Form X. annexed to the Rules, instead of form T. alluded to in the Sale Notice according to Mr. Dale's draft.

ENCLOSURE No. 1.—Plan.

1. Submitted for the orders of Government. The Board observe that the advertisement under which the land was sold provides for the inclusion of any excess found on survey, with a ratable addition to the purchase money, should Government please to make such addition. The only objection to doing so is that under the rules no lot is to be in excess of 500 acres, but perhaps the present case may be treated as a special one in consideration of the reasons adduced by Mr. Grant.

2. The Board desire to know on what terms the land, purchased by Mr. Money from the natives, was held by them previous to its sale.

No. 108. ORDER THEREON, 7th April 1865, No. 763.

Miscellaneous.

Sanctioned as a special case.

(True Extract.)

Secretary to Government.

To the Board of Revenue.
Exd. S. T. Augustin.

No. 1,987.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 20th April 1865.

Read the following letter from P. GRANT, Esq., Collector of Coimbatore, to R. A. DALYELL, Esq., Acting Secretary to the Board of Revenue, dated 7th April 1865, No. 61:—

Adverting to paragraph 2 of the Board's Proceedings of the 30th ultimo, No. 1,756, I have the honor to report that the land purchased by Mr. Money, from the natives, was held by them on Puttah on payment of the prescribed assessment. It consisted partly of cultivated land, and partly of grass, as will be seen from the accompanying Memorandum.

ENCLOSURE No. 1.

Memorandum showing the extent, &c., of the land purchased by Mr. Money from Natives in Davasholay.

Puttah No.	Names of the Puttahdars.	Names of the Fields.	Extent of Miles land Bullas.		Assessment.	Assessment actually paid to Government.	Amount of purchase money paid by Mr. Money.	Remarks.
					Rs. A. P.	Rs. A. P.	Rs. A. P.	
92	Ballai Karkoo Mallan...	Sellakki Punjah.....	1	0	0 15 3	0 15 3	100 0 0	Cultivated land.
156	Madan and seven others.	Davasholay Punjah...	1	4	1 12 8	1 12 8	270 0 0	
		Tandai Codal Punjah...	1	0	1 6 11	1 6 11		
426	Keera venoo.....	Attoomund Punjah...	12	0	5 12 0	5 12 0	240 0 0	
154	Bellon.....	Sholay Koda Punjah..... ...	0	12½	1 1 11	1 1 11	90 0 0	"Ain" grass land paying one-fourth of the assessment.
157	Joghy and Kackan... ...	Devasholay Punjah.....	2	0	1 14 6	0 7 7	200 0 0	
155	Kadan and Karri.	Do.	2	0	1 14 6	0 7 7	200 0 0	
		Total.....	20	½	14 13 9	11 15 11	1,100 0 0	

COIMBATORE, 7th April 1865.

(Signed) P. GRANT, Collector.

Submitted for information of Government with reference to the Proceedings quoted by the Collector. The Board observe that the extent of the land should not have been given in the local measure, but in acres.

(True Copies and Extract.)

(Signed) R. A. DALYELL,
Acting Secretary.

To J. D. Sim, Esq., Secretary to Government, R. D.
" P. Grant, Esq., Collector of Coimbatore.

Exd. J. Wright.

1865. Department.

No.

PROCEEDINGS OF THE BOARD OF REVENUE.

Dated 20th April 1865.

No 1,987.

Submitting for information letter from the Collector of Coimbatore reporting that the land purchased by Mr. Money from the natives was held by them on Puttah and consisted partly of cultivated land and partly of grass.

Proceedings of the Madras Government, Revenue Department, 12th July 1865.

No. 197. Read the following Proceedings of the Board of Revenue, dated 5th July 1865, No. 3,752.

Read the following letter from P. GRANT, Esq., Collector of Coimbatore, to R. A. DALYELL, Esq., Acting Secretary to the Board of Revenue, dated Ootacamund, 2nd June 1865, No. 101 :—

SIR,

1. With reference to the Proceedings of Government, and their Order thereon, dated 7th April 1865, No. 763, I have the honor to report that the extra proportionate price due for the 162 Acres of land found in excess of the original application in the block sold to Mr. Money at Deva Sholah, has been paid by him, and he has been allowed to retain possession of the full extent of 662 Acres. A Title* Deed in duplicate drawn in Form X., with plans attached, are herewith forwarded, and I request that the same may be returned to me with the seal of Government affixed.

* Per Bangby.

2. The land in question, though originally applied for by Mr. Money, was purchased both for himself and Mr. Wauchope as partners, and the Title Deed has been accordingly drawn up in the names of both parties. According to a Power of Attorney given by them, (copy herewith sent,) Mr. W. G. McIvor of Ootacamund, has executed the Title Deed as their authorized Agent.

3. Of the total extent of 662 Acres, 505 Acres are forest, and the rest grass, and the annual assessment on the aggregate area is Rupees 1,167 as shewn below, viz. :—

			Rs.
505	Acres of forest at 2 Rupees per Acre	... ...	1,010
157	do. of grass „ 1 „ do.	... ...	157
		Total ...	1,167

4. A copy of the agreement executed by Mr. Money in regard to the felling and stacking of the wood according to the directions of the Deputy Conservator in charge of the Neilgherry Sholahs, is herewith sent for the Board's information.

5. The aggregate sale proceeds of the land, including the proportionate price paid for the extra quantity found in the block, amounted to Rupees 675-3-10, of which Rupees 516-8-0 have been paid to pensioned Sub-Engineer Mr. Williams, being the remuneration due to him for surveying the land, and making a plan of the same ; and the net amount to be carried to the credit of the State is Rs. 158-11-10. As the demarcation of the boundaries of the land was executed by Mr. Money, no expense has been incurred on that account from the sale proceeds.

ENCLOSURE No. 1.

ABSTRACT.—Power of Attorney executed by Messrs. Money and Wauchope to Mr. W. G. McIvor.

ENCLOSURE No. 2.

ABSTRACT.—Copy of Agreement entered into by Mr. Money regarding the felling and stacking of wood from Deva Sholah.

---

1. Ordered that the Title Deed in duplicate received with the above letter, be submitted for the seal of Government, with reference to the Government Orders noted in the margin, and in accordance with Rule 5 of the "Subsidiary instructions relating to the sale of assessed waste on the Neilgherries, Shervaroys, and in the Wynaad," recorded in the Proceedings of Government, No. 1,208, dated 6th July 1863.

No. 1,791, dated 28th September 1864.
„ 763, „ 7th April 1865.

2. The Collector will be requested to attach his initials to the following alterations which have been made in the Board's Office in the wording of the Deed to suit the insertion in it of the names of two parties or owners instead of one, as is more commonly the case.

Page 1, twenty-first line, " has" has been altered to " have."
Last line, " doth" " do."

3. The Board have further to observe that the Collector has recently* applied for a Revenue Seal for making wax impressions, which will enable him to make more legible impressions than in the present case have been made on the wax affixed to the end of the tape by which the plans are attached to the Deeds.

* No. 115, dated 21st June 1865.

No. 198.

ORDER THEREON, 12th July 1865, No. 1,599.

Miscellaneous.

Ordered that the Deeds be sealed and returned.

(True Extract.)

(Signed) W. HUDLESTON,
Acting Secretary to Government.

To the Board of Revenue, with Deed in duplicate.

Exd. S. T. Augustin.

Proceedings of the Madras Government, Revenue Department, 22nd November 1865.

No. 371. Read the following letter from the Conservator of Forests, to the Acting Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 18th November 1865, No. 1,500:—

1. Referring to G. O. No. 1,791, dated 28th September 1864, in which 400 Acres of the Devi Shola were made over to Mr. Money "on condition that he shall, at his own expense, fell and stack the wood," I am informed by Captain Beddome that a beginning of the stacking of wood has taken place, and it is urgently required that funds should be made available for removing the wood from the Shola and forming a depôt previous to its sale.

2. Major Morgan has applied for the sum of Rupees 4,000 for this purpose, but Captain Beddome does not consider that so large a sum can be required. As, however, Rupees 4,000 can be spared from the Budget Estimate (viz., Rupees 2,000 from Mudumallai working charges, and 2,000 from the Annamallai allotment) I request sanction for the transfer to be expended from time to time as may be found necessary.

No. 372. ORDER THEREON, 22nd November 1865, No. 2,854.

Forests, No. 5.

The proposed transfer of funds is sanctioned.

(True Extract.)

(Signed) W. HUDLESTON,
Acting Secretary to Government.

To the Conservator of Forests.
„ the Accountant General.

Rd. S. T. Augustin.

Read the following letters:—

No. 129. From the Conservator of Forests, to the Secretary to Government, Revenue Department, Fort Saint George, dated Camp, Ootacamund, 2nd January 1866, No. 1,530.

1. I have the honor to submit, for the consideration of Government, an application* from Mr. J. W. B. Money, dated 23rd December 1865, to purchase outright on arbitration, the timber on 400 acres of Devah's Shola, sold to him in February last, under the special orders of Government (*vide* G. O. 1,791, dated 28th September 1864).

*A.

2. The circumstances connected with this Shola are known to Government, but they may be briefly stated. The Devah Shola has always been considered a special forest reserve, and was kept intact by the late Collector, Mr. Thomas. A cart road was made in 1861 or 1862 at the cost of about 6,000 Rupees, with a view to the fallen wood being brought into this station, and in 1864 a firewood contractor gave 5,000 Rupees for permission to fell trees in a portion of this Shola.

3. In September 1864 the proposal of Mr. Money, a gentleman with capital, to form a Chinchona plantation on part of this fine forest, received the favorable consideration of Government, and the sale took place with certain restrictions as to the wood, which were agreed to by Mr. Money (see copy of Agreement signed by the Collector and Mr. Money). The reservation of the timber by Government was made, because the wood was urgently required in connection with the building of the Lawrence Asylum, and the clause prevented competition for the Shola, which was sold at the upset price.

B.

4. I proceeded on the 27th December, in company with Mr. Grant, Collector of the District, to inspect the Shola, and found a large portion of the 400 acres already felled, and a pile of lopped branches (estimated by Mr. DeFacien, Mr. Money's Superintendent, at 150 bandy loads) near the upper side of the road passing through the Shola. The wood is being carted away by Major Morgan to a convenient depôt outside the Shola, from whence the Public Works Department remove it to the site of the Lawrence Asylum.

5. An agreement exists between the Forest and Public Works Departments the latter paying, by transfer, for the firewood at the rate of eight Annas per bandy load of 1,000 pounds. The road has been repaired by Major Farewell, and a number of bullocks are employed specially for removing the wood, and in Proceedings of Government 22nd November 1865, No. 2,854, a transfer of funds (4,000 Rupees) was sanctioned for the same purpose.

C.

6. By the enclosed correspondence (C) with Major Farewell, Executive Engineer, it will be seen that at least 12,000 bandy loads of wood are required from the Devah Shola, the money value of this quantity, as assumed between the two Departments, would be 6,000 Rupees; it is believed that at least 2,000 Rupees could be realized from other sources, and to prevent further correspondence, I would

agree (as far as this Department is concerned) to dispose of the felled timber to Mr. Money for 8,000 Rupees, to be devoted to planting near the Lawrence Asylum and Ootacamund.

7. It is necessary, however, to look at the question in all its bearings, and as the Engineer of the Lawrence Asylum cannot obtain in any other direction the fuel required for present and future wants, except at an immensely increased cost, I am unable to recommend the proposal for arbitration.

8. By a long correspondence between the Forest Officers and Mr. Money's Attorney, enclosed for reference, if necessary, it will be seen that during Mr. Money's absence in England there appears to have been very little disposition to fulfil the terms of agreement, which doubtless involve considerable expense, but it must be remembered that Mr. Money purchased the Shola, at a nominal value.

9. An early reply will oblige, as Mr. Money is desirous of having the decision of Government, and he has instructed the Superintendent of his plantation to stop the stacking of the wood pending this reference.

No. 130. From the Conservator of Forests, to the Secretary to Government, Revenue Department, Fort Saint George, dated Camp, Ootacamund, 8th January 1866, No. 1,538.

1. In continuation of my letter* regarding Mr. Money's proposal to purchase the timber felled by him in Devah Shola, I beg to forward a further correspondence with this gentleman; and submit that much of the information solicited is entirely irrelevant.

* No. 1,530 of the 2nd instant.

2. Mr. Money has gone to Calcutta, and requests that my reply should be sent to Mr. McIvor, as his Attorney. I would be in an anomalous position as a Government Officer, if I were to continue the correspondence during Mr. Money's absence with Mr. McIvor, both of us being Government servants.

3. If Mr. Money agrees to pay 8,000 Rupees, and gives over the wood at the Shola to Major Farewell, at eight Annas per load, he will be re-imbursed to a large extent.

4. Considering the object Mr. Money has in view, I have been anxious to meet his wishes as far as possible.

No. 130A. ORDER THEREON, 9th January 1866, No. 67.

Miscellaneous.

1. The Conservator of Forests has not placed Government in a position to pass orders on Mr. Money's application.

2. As to the value placed on the timber, the Government remark that the price charged in account against the Educational Department by the Forest Department is not necessarily the fair market value of the wood. Again, it is said that the Lawrence Asylum works require 12,000 cart loads of fuel from the Shola. This quantity is valued on the principle above stated, at 6,000 Rupees, and a further sum of 2,000 Rupees is expected "from other sources." What these sources are is not explained. Probably wood is meant, and if so, this sum would represent 4,000

Proceedings of the Madras Government, Revenue Department, 9th January 1866.

cart loads, making in all 16,000 cart loads; but looking at the extent of Mr. Money's grant, this must be very far short of what his estate contains. What the Government wish to have is a reasonably accurate estimate of the wood in the Shola, and its fair value. The Conservator will furnish this as soon as possible.

3. In paragraph 7 of his letter the Conservator raises the most important question of all, viz., the effect which a compliance with Mr. Money's request would have on the Lawrence Asylum. As already stated, the Engineer in charge of the works requires 12,000 cart loads, and Dr. Cleghorn states that "he cannot obtain in any other direction the fuel required for present and future wants except at an immensely increased cost." If this be really the case, the objection is fatal. Although desirous of affording Mr. Money every reasonable encouragement and assistance in his enterprize, the Government could not assent to an arrangement which would entail great loss on the State, and retard the construction of very important Public Works. It would be some time before plantations could be formed to supply the future wants of the Asylum, and, meanwhile, Government would have to pay whatever price Mr. Money or other vendors might demand, or fell elsewhere at increased expense. Dr. Cleghorn will discuss this part of the question further with Major Farewell, and both Officers will then give opinions on it in detail.

4. The Government observe allusion in the enclosures of Dr. Cleghorn's letter to a fire in the forest, and wish to know whether this occurred from culpable carelessness, and the quantity and value of the wood consumed. This matter does not appear to have been previously reported to Government.

(True Extract.)

(Signed) J. D. SIM,

Secretary to Government.

To the Conservator of Forests.
,, the Public Works Department.

Ed. S. T. Augustin.

No. 408. Read the following letter from J. W. B. MONEY, Esq., to the Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 9th January 1866:—

1. With reference to Dr. Cleghorn's letter, forwarding my offer to buy the reserved Government timber at Devah Shola, as time presses and I must leave for Calcutta by next Steamer, I beg to submit a copy of my further letter to him on the subject, the reply to which will be sent you when received.

2. In fact, Dr. Cleghorn, who has only just become locally acquainted with the subject, has been misled, both as to the value of, and as to the want for, this timber.

3. The principle on which he values the twelve thousand bandy-loads to be delivered to the Lawrence Asylum, at six thousand Rupees, is entirely fallacious.

4. It costs the Forest Department, at least, eight Annas a bandy-load, to move the timber from off my land to where they deliver it to the Asylum Department, for eight Annas, just outside my land.

5. Thus, even in his own Department, the fallacy is transparent, which values at eight Annas an article that costs eight Annas to fetch eight Annas.

6. But the fallacy does not end here.

7. The cost is real, but the transfer price is a mere paper account between two Departments of the same Government.

8. It might as well have been eight or eighty Rupees per bandy-load, instead of eight Annas, for any criterion it affords of the value of the timber either to Government or to any other person.

9. Under any rate of transfer, the money cost to Government is not the less eight Annas a bandy-load, and the return *nil*, except that the timber has travelled so far on its way to the Lawrence Asylum.

10. But besides this Government cost of eight Annas a bandy-load so far, it costs Government, in the Asylum Department, more, per bandy-load, to transport this timber the remaining five miles to the Asylum brick-kilns, than it has cost for the last three years to cut and get their firewood from the Sholas adjacent to the brick-kilns.

11. It follows that this contract between the Forest and Asylum Departments, instead of conferring any value on the timber, only causes a dead loss to Government.

12. The same Sholas adjoining the brick-kilns are far more than competent to supply all the further requirements of the Asylum.

13. Dr. Cleghorn and Major Farewell will doubtless say that this adjoining Shola is to be spared as a future ornament to the Asylum; but it remains for Government to decide whether this ornament is worth incurring the heavy expense, presently detailed, of bringing the required timber from Devah Shola, when timber is actually now planted and growing in the immediate neighbourhood of the Asylum, which will soon re-place this Shola if consumed.

14. As regards the Rupees two thousand further value put on this timber in Dr. Cleghorn's letter, it would seem difficult to realize it; for the Forest Department have in vain tried to sell any portion of this reserved and felled timber to the public, either in gross or in detail.

15. Of course, if Government declines my offers, as recommended by Dr. Cleghorn, the original contract, of which I annex a certified copy, must stand. In that case, I shall be put to heavy expense in lopping and piling the timber, and in making roads to within fifty yards of every part of it. Much, however, of this expense will be ultimately useful to myself; but the Government, in that case, will be put to the much heavier and utterly useless expense of removing a mass of timber which is valueless when removed, and the mere employment of which by Government itself causes an additional useless outlay. The amount of this Government expense can hardly have been fully considered by Dr. Cleghorn. The sale was of 480 acres Shola land, of which 80 had been partly felled for Government before, and the reserved timber will be seen by the Contract to be limited to the remaining 400 acres. But, on survey, the Shola granted to me was found to measure 510 acres, which, deducting the 80 acres unreserved, leaves 430 acres of reserved timber. These, at what Dr. Cleghorn must admit to be the moderate estimate of 400 bandy-loads per acre, make 172,000 bandy-loads for Government to remove. Each bandy load will cost Government only to take it off my land about eight Annas; to take it to the Lawrence Asylum each bandy-load will cost about Rupees 1-8-0; to take it to Ootacamund about Rupees 2-8-0. The arithmetical conclusion from these premises is, that merely to remove this timber off my land will cost Government Rupees 86,000; to use it at the Lawrence Asylum will cost Government Rupees 2,58,000; to get any return for it at Ootacamund will cost Government Rupees 4,30,000.

16. Nor is this all, Government must be prepared to meet this expense at once. It should be remembered that I have been paying to Government rent for this very land, at Rupees 860 per annum, ever since February 1865. Up to this time, the whole labor procurable has been employed in felling, so as to get the whole area felled within twelve months, as required in my contract with Government. By March 1866, the whole of the reserved timber will be down; by July 1866 the extra roads will be finished to within fifty yards of every part of such felled timber, and I can then employ my whole labor in lopping and piling the timber for removal. I shall then of course call on Government to remove this timber within a reasonable period. The Forest Department are now employing fifteen bandies in such removals. Assuming that these do each two removals per diem, which is far above the fact, at 310 working days per annum, they would take eighteen and a half years to remove these 172,000 bandy-loads of timber. Government cannot expect me to pay Rupees 860 yearly over a period of eighteen and a half years for land occupied by their timber, to enable the Forest Department to remove it leisurely, at the rate of thirty bandy-loads a day. If the existing contract, therefore, is to stand, the Government ought to be prepared, by July 1866, to employ at least two hundred bandies, and from forty to fifty elephants, daily, in removing the said timber from Devah Shola.

17. Should Government feel disinclined to carry out their part of our contract, by the present outlay of such large sums, for the speedy removal of this now valueless timber, I beg I may be informed thereof before March 1866, as I would gladly be thereby released from the then needless expense of making extra roads,

Proceedings of the Madras Government, Revenue Department, 24*th January* 1866.

and of otherwise carrying out my part of a contract, merely onerous to both sides, and beneficial to neither.

18. Even if Government should willingly incur this expense to store up firewood for future use (the reason assigned for reserving this timber), it must be remembered that the expense when incurred is always liable to be defeated by the numerous fires which run all over these grassy hills every dry season; nor is any such reservation here required, for the large part of Devah Shola beyond my purchase will meet all future requirements, if reserved to Government *in soil* as well as timber.

19. The correspondence between my representatives and the Forest Department, forwarded with Dr. Cleghorn's letter, relates exclusively to the 80 acres of Shola land on which there was no reserved timber, and which the Forest Department were confounding with the 430 acres of reserved timber. But where two parties to a contract are each putting the other to an heavy but avowedly useless expense, it is impossible but that differences and discussions should arise between their representatives.

20. To avoid these, and because, as Dr. Cleghorn says, I bought Devah Shola at a nominal price, on account of the timber conditions having frightened away competition, I beg, herewith, to offer Government, for the reserved timber, the sum of Rupees (2,000) two thousand extra value assessed by Dr. Cleghorn, and also to allow the Lawrence Asylum Department to remove the said timber, to the extent of the whole, or any portion, of the 12,000 bandy-loads which they may desire.

No. 409. ORDER THEREON, 24th January 1866, No. 207.

Miscellaneous.

1. Forwarded to the Conservator of Forests, for full report.

2. The Conservator will, with his report, forward copies of the Sale Notification of the land, and of all other documents, shewing Mr. Money's tenure, and the conditions of his contract with the Government.

(True Extract.)

(Signed) J. D. SIM,

Secretary to Government.

To the Conservator of Forests.

Exd. J. H. Burns.

Proceedings of the Madras Government, Revenue Department,
20th March 1866.

Read the following letters :—

No. 315. From the Conservator of Forests, to the Secretary to Government, Revenue Department, Fort Saint George, dated Camp, Ootacamund, 15th January 1866, No. 1,549.

1. In acknowledging the Proceedings of Government, No. 67, dated 9th instant, I beg to state that the day after receiving Mr. Money's application, I inspected the Deva Sholah in company with Mr. Grant, who drew out the terms of Mr. Money's lease, and I may mention that the approximate estimate (8,000 Rupees) submitted by me in letter No. 1,530* was considered *fair* both by Mr. Grant and Mr. Rohde.

* Dated 2nd instant.

2. The value placed on the wood was calculated at the very low rate of Rupees 20 per acre, which multiplied by 400 (the number of acres held by Mr. Money) is equal to 8,000 Rupees.

3. Again, the present market rate of firewood at Ootacamund is Rupees 3-8-0 per load of 750 lbs. It has been the practice to charge 8 Annas seigniorage per bandy load, when carts can make one trip per day. In the case of the Governor's Sholah 12 Annas per bandy load was charged, the distance being one-third less.

4. After consulting Mr. Grant and Major Morgan, and surveying the neighbourhood, it was apparent that the only other source of supply for the large demand of the Lawrence Asylum works,† is the north end of the Deva Sholah (about 40 or 50 acres). This portion may be felled, and longer time allowed to Mr. Money to stack the timber above the road; but Mr. Money personally expressed a wish that this portion might remain. The craggy summit at the southern end is almost inaccessible, and much further by the road; this ought certainly to be reserved for climatic considerations.

† Major Farewell agrees with us in this essential point.—See his letter No. 470, of to-day's date.

5. It will be remembered that Government stopped the felling of the smaller sholahs contiguous to the Asylum, and there can be no doubt that this was a wise precautionary measure.

6. Referring to the concluding paragraph of the G. O. under reply, I beg to forward Major Morgan's explanation as to the fire which occurred in April last.

7. During the absence of Mr. Money in England little or nothing was done by his Agents, and if Government rule that the present Agreement stand, orders should be given that Mr. Money stack the wood, as nearly one year has elapsed, and the wood felled by Mr. Money has been stacked by the Forest Department, to meet the pressing wants of the Lawrence Asylum works.

No. 316. From the Conservator of Forests, to the Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 20th February 1866, No. 1,615.

1. I beg to acknowledge receipt of the Order of Government, dated 24th January 1866, No. 207, forwarding Mr. Money's letter dated 9th January. I now

submit a further report, with the opinion of the Collector as to the *value* and *want* of the wood, and of Major Morgan's to the quantity now standing and felled on Mr. Money's land in the Deva Shola.

1. Preliminary Notice.
2. Detailed Notice
3. Conditions as to removing wood.
4. Proceedings of Government, Revenue Department, 7th April 1865.
5. Proceedings of Government, Revenue Department, 12th July 1865.
6. Deed of Conveyance.

2. All the documents connected with the sale are enclosed, six in number as per margin. It is to be regretted that the Order of Government No. 1,791, 28th September 1864, was not strictly conformed to. It will be observed that Mr. Grant considers the valuation of the felled wood at 8,000 Rupees as "fairly correct," and admits the importance of the wood for the Lawrence Asylum, which has been the main point of consideration.

3. Major Morgan states* that about 100 acres of forest remain to be felled, that 40,000 bandy loads of wood are still on the ground, but that there is risk of fire as the wood is becoming dry.

* 15th February 1866, No. 491, enclosed.

4. It is certain that Mr. Money has not lopped or stacked the wood in accordance with the Agreement, and during his absence in England every effort to induce his Agents to fulfil the conditions failed. Moreover, Mr. Money claims the wood upon 80 acres partially felled by a contractor, this claim, however, is not borne out by the condition of sale. (*Vide* paragraph 6.)

5. There is much irrelevant matter in Mr. Money's letter, which it does not appear necessary to notice, as the whole of the official documents are before Government.

6. The main difference has been as to the quantity of wood and the cost of removing it. On a hill-side with part of the forest standing, and part of the felled wood burnt, it is not to be wondered at that discrepancy of valuation should occur, but Mr. Money's estimate of the amount and the cost of removing the timber is greatly in excess of that made by Mr. Grant, Major Morgan, and myself. The cost of carting the wood from the sholah to the depôt does not exceed 4 Annas per load, the distance is only 1,200 yards.

7. Considering the difficulty of carrying out the conditions as they now stand, and remembering the object Mr. Money has in view, I beg to propose that his offer, paragraph 20 of his letter, of 2,000 Rupees be accepted, and that the 12,000 bandy loads of timber (at 1,000 lbs. per load) be made over to the Lawrence Asylum Engineer at the Depôt out-side the sholah, the expense being borne by Mr. Money in accordance with the Order of Government, 28th September 1864, No. 1,791.

No. 317. From the Conservator of Forests, to the Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 8th March 1866, No. 1,645.

1. In continuation of previous correspondence, connected with Mr. Money's grant of part of Deva Sholah, I enclose Major Morgan's remarks upon Mr. Money's letter to Government, dated 9th January 1866.

2. It will be seen that Major Morgan (paragraph 2) states that the cost of delivering the wood at the Depôt is not more than five annas, I stated it to be four annas, while Mr. Money alleges that it costs at least eight annas a bandy load.

3. It will also be seen in Mr. Money's demi-official note* to Captain Beddome, that he states "I propose, if I buy, to stack on the upper side of the "existing road through the sholah, and on the upper side of any new road we may "make in the sholah.

* Dated 21st January 1866.

"These will also be the most convenient places for the Government Contractor to cart off the wood from to Ootacamund."

4. It is the non-fulfilment of this condition, "stacking on the upper side," which it has been my duty to notice, and having been performed by this Department has added to the cost of the wood.

No. 318. ORDER THEREON, 20th March 1866, No. 682.

Miscellaneous.

1. On the 31st August 1864 the Collector of Coimbatore reported that Mr. J. B. Money wished to obtain 400 acres of the Deva Sholah (which the Government had determined on reserving for the purpose of supplying Ootacamund with firewood); that the wood on 80 acres of the block had already been cleared by the Firewood Contractor, and that Mr. Money was willing to cut down the timber on the remaining 320 acres at his own expense, and hand it over to the Conservator to be stacked for future sale for the supply of Ootacamund.

NOTE.—The Conservator reports that it was only partially cleared.

2. The Government on the 28th September 1864 sanctioned the sale of the 400 acres applied for, on the special condition that the purchaser should, at his own expense, fell and stack the wood, in such places adjacent to the sholah, as the Conservator of Forests might point out, the wood becoming the property of Government.

3. The land was accordingly advertised for sale, and the following condition was entered in the Notification of sale, viz. :—

"That within —— months from the day of sale, the purchaser at his own expense, but under the direction of the Conservator of Forests, or the Officer who for the time being may fill that office, shall fell and cut all timber and wood growing on the said lands which in the opinion of such Conservator shall be fit for fire-wood, and under similar direction of such Conservator shall stack such timber and wood on convenient spots to be selected by such Conservator not further than —— yards from the said lands. The timber and wood when felled to be at the disposal of such Conservator."

* Note.—Extract of a letter from J. B. Money, Esq., to Captain Beddome, Officiating Conservator of Forests, dated 23rd January 1865.

* * * *

I have to-day seen Grant as to the above *(blanks)*, and he tells me each proposing purchaser must settle that with you.

I hope, therefore, you will allow me to suggest that if I buy, those *(blanks)* should be considered as filled up to "twelve months" and to "fifty yards," respectively, and that the convenient spots to be selected by you should be as proposed in my letter of the 21st instant, the upper side of the existing road through the sholah and the upper sides of any new road we may make in the sholah.

Extract from the letter of 21st January, referred to in the preceding Extract.

* * * *

Paragraph 2. "On your selection of those places will depend the expense of complying with the Government conditions, and therefore before I bid at the auction I wish to know if the following places will satisfy you.

3. I propose, if I buy, to stack on the upper side of the existing road through the sholah, and on the upper side of any new road we may make in the sholah."

* * * *

4. On* the 23rd January 1865, Mr. Money addressed the Acting Conservator as to the way in which he wished the blanks filled up. His proposals were accepted, and on the 6th February 1865 the block estimated (subject to survey) to comprise 400 acres of sholah and 100 acres of grass land was put up to auction at the upset price of 500 Rupees, and bought for Rupees 510 by Mr. Money, who executed the following Agreement with respect to the wood: "As to the 400 acres of forest land, the wood shall be stacked within fifty yards of the upper side of the road which now runs through the sholah or within fifty yards of any other road available for bandy traffic, which may be constructed hereafter through the sholah. The time allowed for the fulfilment of the above terms is twelve months from the date of entry."

5. The land was surveyed shortly afterwards, and found to comprise 662 acres instead of 500. The excess, at Mr. Money's request, was included in the grant, a ratable addition being made to the purchase money and annual assessment, and a Title Deed under the Waste Lands Act and Rules was issued to him and to Mr. Wauchope of the Bengal Civil Service, who was his partner in the transaction.

6. Of the aggregate sale proceeds of the 662 Acres, viz., Rupees 675-3-10, the sum of Rupees 516-8-0 was paid for the survey of the land, so that the remainder Rupees 158-11-10 represents the sum realized by Government for the land. The annual assessment payable for the entire block of 662 Acres is Rupees 1,167.

7. Mr. Money shortly afterwards left the hills and proceeded to England, constituting Mr. McIvor, the Superintendent of the Government Cinchona Plantations, his Attorney. During Mr. Money's absence in England, Dr. Cleghorn states that "there appears to have been very little disposition to fulfil the terms of agreement, which doubtless involve considerable expense, but it must be remembered that Mr. Money purchased the sholah at a nominal value,"† the reservation of the wood having prevented competition for it. Major Farewell also says that only 150 cart loads "at the outside" had been stacked up to the end of the year, and it appears that a fire, which originated in Mr. Money's planting operations, destroyed 800 loads of wood.

† Note.—Extract from a letter from J. B. Money, Esq., to the Secretary to Government, R. D., dated 9th January 1866.

* * * *

"To avoid this and because, as Dr. Cleghorn says, I bought Deva Shola at a nominal price on account of the timber conditions having frightened away competition, I beg, &c."

* * * *

8. In December last Mr. Money, who had then returned from England, proposed to purchase all the reserved wood in his estate, at a price to be fixed by arbitration. The Conservator of Forests expressed himself willing, so far as his Department was concerned, to make over the wood to Mr. Money, for Rupees 8,000; but raised the important question of the effect which the arrangement would have on the Lawrence Asylum buildings which are now in course of construction, and the Engineer of which looks to the sholah for his supply of fuel.

9. The Government upon this called for full information on this point and certain others, and also required "a reasonably accurate estimate of the wood in the sholah and its fair value."

10. Mr. Money also addressed the Government and the Conservator on the subject of the latter Officer's proposal.

11. The first point on which information was required, was the quantity of wood on the estate and its value. Mr. Money states the area covered with timber to be 430 acres, and declares 400 bandy loads per acre to be a moderate estimate." At this rate there are 1,72,000 bandy loads of wood on the estate. Major Morgan, the Assistant Conservator, on the other hand, referring to his own experience and to Mr. Money's inexperience says, that "the quantity of wood on the 400 acres of the Deva Sholah may be taken *at the lowest estimate* as equal to 40,000 loads or 20,000 tons."

12. The value of the wood was calculated by the Conservator "at the very low rate of Rupees 20 per acre." Major Morgan takes "*only*" 4 Annas per load as its value, while Mr. Money maintains that it will cost Government as much as the wood is worth to take it off his hand. The Collector and Mr. Rohde consider the Conservator's offer of 8,000 Rupees fair.

13. It is to be observed that none of the reports of these officers supply what the Government required, viz., "a reasonably accurate estimate of the wood in the sholah and its fair value." All that has been furnished is a "moderate" or "very low" or minimum estimate.

14. All the Officers consulted consider that the Lawrence Asylum must for some years draw its main supply of fuel from this sholah, there are indeed sholahs nearer to it, but objections exist to their being at present drawn upon, which in the opinion of the Governor in Council are conclusive. Major Farewell states that he will require "12,000 bandy loads for the Lawrence Asylum works from the Deva Sholah, and probably very much more;" and he estimates the annual requirements of the Asylum, after the buildings are completed, at 1,500 cart loads annually "till such time as the plantations to be formed will have grown sufficiently to afford any portion of the fuel required." Mr. Money appears to have been misinformed as to the cost of removing the wood, which is 5 Annas per load (instead of 8 Annas as stated by Mr. Money), and for this sum the unstacked wood is carried to a depôt 1,200 yards from the sholah, whence Major Farewell conveys it to the Asylum. Even this expense appears to be owing in some measure to the fact that the Forest Department has very improperly stacked the wood, which ought to have been done by Mr. Money. The cost of conveying the wood from the depôt to the Asylum is no where stated; but Major Farewell declares that if he has to purchase fuel from the local market "the price will rise six or seven times higher than what it is at present."

15. It is, however, unnecessary to go into the question of the value of the timber, or the terms on which it should be made over to Mr. Money. It is clear that Government require the timber, whatever its value may be, for important public buildings now in course of construction. They regret, therefore, that they cannot meet Mr. Money's wishes in this matter.

16. There are two points in Mr. Money's letter to Government of the 9th January last, which need remark. The first is his assumption that Government are bound to remove the timber within any particular period. No such condition exists in any engagement between them and him, nor was any such condition intended or contemplated on their part. Mr. Money, moreover, when discussing the very important condition of the reservation of the timber with the Conservator, made no allusion to any such condition, though he was careful beforehand to come to terms with that Officer as to when and where the timber was to be felled and stacked. Moreover, the land was sold with the wood on it solely to meet Mr. Money's convenience, and the only difficulty the Government would have experienced, had they retained and worked the forest, would have lain in removing the timber as a necessity for its use arose. They could not, therefore, reasonably have consented to any condition which bound them to remove the wood within a stated period. They are willing, however, to make Mr. Money's obligation as little onerous as possible, but they cannot allow him as a matter of right to introduce a new condition into the Agreement. If Mr. Money finds it inconvenient to stack the wood on the upper side of roads through the sholah, he will be permitted to stack it in such places as the Conservator may think fit, and point out in or adjacent to the sholah, and the time originally allowed for felling and stacking the wood will be extended on the express condition that Mr. Money shall always have the supply required for the Asylum stacked and ready to be carried thither as needed. The Government are unable to make any further concessions.

17. The other point relates to the eighty acres partially cleared by the Firewood Contractor before the land was sold to Mr. Money. The Government undoubtedly intended the whole area of the land put up for sale, including these eighty acres, to be held on the same terms, they are included in the same deed, and the clause in the sale Notification, reserving the timber, makes no exception as to a portion measuring eighty acres.

18. The places where the timber is to be stacked will be settled by the Conservator, in accordance with Mr. Money's agreement with Major Morgan, as representative of the Forest Department, and, so far as the interests of the State will permit, in accordance with Mr. Money's wishes, and the papers will be sent to the Government Pleader, who will draw up the necessary Agreement, if Mr. Money wishes to avail himself of the concession now offered.

(True Extract.)

(Signed) J. D. SIM,

Secretary to Government.

To J. B. Money, Esq.
,, the Conservator of Forests.

Exd. S. T. Augustin.

No. 389. Read the following Proceedings of the Board of Revenue, dated 14th April 1866, No. 2,580 :—

Read the following letter from the Collector of Coimbatore, to the Secretary to the Board of Revenue, dated Suttimungalum, 15th March 1866, No. 69.

1. I beg to report, for the information of Government, the loss by fire of sixty or seventy Cawnies of felled timber at Deva Shola. The fire was, there seems no reason to doubt, the result of accident; but the accident is a serious one, as the demand for fuel on Government account, for the Lawrence Asylum works, is considerable, and requires, I believe, to be continuously met.

2. The country is so burnt up, and every thing in the shape of jungle is so dry, that I am not in the least astonished when I hear of a fire of this nature, especially where so much cut jungle was lying about ready to be burnt, as appears to have been the case at Deva Shola. I was last night watching a fire on the Hassanoor hills, which could not have been less than a mile and a half in length, and this was only one of several fires. The horizon on the northern slope of the hills was one blaze of light reflected from the fires on them.

Submitted for the information of Government.

No. 390. ORDER THEREON, 24th April 1866, No. 968.

Miscellaneous.

The Conservator of Forests will adopt effective measures for removing the wood beyond the reach of fires, as it is stacked by Mr. Money, and will see that Mr. Money duly carries out the terms of his Contract in regard to felling and stacking the wood. It is the duty of his Department to watch over the interests of Government in this case.

(True Extract.)

(Signed) J. D. SIM,

Secretary to Government.

To the Board of Revenue.
,, the Conservator of Forests.

Exd. S. T. Augustin.

No. 39. Read the following letter from the Officiating Conservator of Forests, to the Acting Secretary to Government, Revenue Department, Fort Saint George, dated Camp Coimbatore, 20th June 1866, No. 1,862 :—

1. As Major Morgan, the Deputy Conservator of the Neilgherry Range, informed me that Mr. Money's agent persisted in not attempting to stack any of the wood felled by them in the Davi Shola according to the agreement, and as the Lawrence Asylum Works require a large daily supply, I have the honor to inform you that I requested Major Morgan to visit the Shola, and call upon the Superintendent to stack a certain quantity within ten days. Major Morgan ordered only 100 bandy loads to be stacked ; but of this amount the Superintendent has only stacked fifty loads or five loads per diem. The Lawrence Asylum Works require twenty loads per diem, and there is no reason why Mr. Money should not be able to stack this amount, or even a much larger quantity; and if Mr. Money will not agree to do so, I would suggest that it should be done by the Forest Department at his expense, or that some other means be at once adopted, otherwise the Lawrence Asylum Works will be put to great difficulties and great expense for their wood.

2. Mr. Money's agent persists in claiming the eighty acres which were partially felled over before he purchased the property, and he is using the wood from this block and advertising it for sale.

3. I forward for reference a letter from the Deputy Conservator, Neilgherries, and one from the Officer in charge of the Lawrence Asylum Works.

No. 40. ORDER THEREON, 2nd August 1866, No. 1,931.

Miscellaneous.

As Mr. Money is now in Madras, the Government resolve to forward these letters for any observations he may wish to offer.

(True Extract.)

(Signed) J. D. SIM,

Secretary to Government.

To J. W. B. Money, Esq.

Exd. T. Cartledge.

Proceedings of the Madras Government, Revenue Department, 7th August 1866.

No. 122. Read the following Despatch from the Right Honorable the Secretary of State for India, (Revenue,) to His Excellency the Right Honorable the Governor in Council, Fort Saint George, dated India Office, London, 16th May 1866, No. 16:—

1. I have considered in Council the Despatch from your Excellency, in the Revenue Department, numbered 1, Miscellaneous, Forests, and dated the 23rd of February last, forwarding the Report of the Acting Conservator of Forests for the year 1864-65.

2. There was a considerable delay both in passing and sending home your orders on these reports; and as the subject of them is of great interest, I request that you will use your exertions to ensure future reports being placed before me with greater punctuality.

3. I concur with your Excellency in Council that the report shows that the Department was satisfactorily worked during the year under review. The net profit of the year is Rupees 1,33,911, while the stock on hand has increased to the extent of Rupees 68,830. And at a time when all the energies of the Department will be required to meet the constantly increasing demands for timber and firewood, it is very satisfactory to find that success has attended the plantations and nurseries which have been formed in various parts of the Presidency. I need hardly remark that this does not diminish the necessity of strict attention to the conservancy of the older forests and jungles which supply firewood. I observe that Major Morgan speaks of the supply of firewood in the Neilgherries as having been abundant, and says that it will be abundant for five years owing to the Deva Sholah having been felled. I trust that this does not mean that all future supply from this Shola, which used to be very productive, has been sacrificed to the obtaining a supply which will be exhausted in five years.

4. The discovery of another new timber tree of the Sâl species *(Dipterocarpus Indicus)*, hitherto unknown in the south of India, in South Canara, is very interesting. A specimen of it should be added to the collection now preparing for the Reporter on the Products of India in this country.

5. I shall wish to hear the result of the farther inquiries which you made as to the large tract of sandal-wood discovered to the extreme north of the Anamallays, and as to the value of the Sâl Forests of Goomsoor.

6. The advantage of Government obtaining leases of the Forests held by private individuals has been more than once adverted to in the Despatches from this country on Forest matters. The present report confirms the opinion that, wherever leases can be obtained at a reasonable cost, the opportunity of so doing should not be neglected.

7. You have, I am glad to see, professed your readiness to attend to the suggestions of the Conservator when they are brought before you in a definite shape. There is, however, a suggestion of Major Gib, the Deputy Conservator of Wynaad, which it seems to me should be at once attended to. I allude to the prevention of future disputes with the Pulpully Temple by marking by clear and permanent marks, wherever necessary, the boundary which has now been laid down.

8. Mr. Turnbull's remarks as to the success which attended his administration of cobweb pills in cases of fever, where quinine had failed, are interesting; and should you not have already communicated them to the Medical Board, I think that it would be well that you should do so.

No. 123. ORDER THEREON, 7th August 1866, No. 1,972.

Forests, No. 7.

1. Communicated to the Acting Conservator of Forests for his information and guidance. He will attend to the requisition in paragraphs 4 and 5 of the Despatch.

2. The suggestion made in paragraph 7, and referred to the penultimate paragraph of Major Gib's Administration Report, printed in Appendix P to the Acting Conservator's Annual Report for 1864-65, should be carried out along with the demarcation of Wynaad Forests sanctioned in G. O. of 3rd May 1866, No. 1,054, to prevent future boundary disputes with the Pulpully Temple.

3. The Acting Conservator will call upon Mr. Turnbull to furnish the Inspector General of the Medical Department with his remarks as to the success that attended his administration of cobweb pills in cases of fever in which quinine proved ineffectual.

4. The Acting Conservator will submit an approximate estimate of the area of the Deva Sholah, and of the quantity of wood on it, *excluding* in *both* cases the land made over to Messrs. Money and Wanchope.

(True Extract.)

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

To the Acting Conservator of Forests.

Exd. T. Cartledge.

No. 246. Read the following letter from J. W. B. MONEY, Esq., to the Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 3rd August 1866:—

1. I have the honor to acknowledge receipt of the Government Proceedings and Orders relative to Dhevan's Shola, dated respectively the 20th March and 2nd August 1866. I am now leaving Madras for Ootacamund, from whence, after making myself personally acquainted with the existing state of things, I shall submit to the Government such observations as I may have to make, till which time I beg that any further action may be suspended.

2. Meanwhile, if the Government would kindly order the Forest Department and the Lawrence Asylum Department to submit all questions between them and myself to the consideration of the Collector, before referring them to Government, I trust that the Collector might thus be able to settle many of the questions, which if left to grow into fixed disputes might lead to a painful collision between Government and myself, which I am most anxious to avoid.

No. 247. ORDER THEREON, 10th August 1866, No. 2,027.

Forests, No. 11.

Communicated to the Collector, who will place himself in communication with the Officiating Conservator of Forests and Mr. Money. The Government will not object to the proposal in paragraph 2, as a temporary arrangement, during Mr. Money's stay on the Hills.

(True Extract.)

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

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

Exd. S. T. Augustin.

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.

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. 2,128.

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.

Exd. S. T. Augustin.

No. 663. Read the following letter from the Officiating Conservator of Forests, to the Secretary to Government, Revenue Department, Fort Saint George, dated Camp, Ootacamund, 15th August 1866, No. 1,926:—

1. With reference to the Government Order, No. 1,916, of the 1st of August 1866, I have the honor to inform you that the shola referred to below the road from Sylk's hotel to Marley Mand, is the one alluded to in my Annual Report for 1864-65, paragraph 46, and was taken up by the Forest Department two years ago for a building timber plantation, and the lower part is now planted to a considerable extent with Encalyptus Globulus, the finest building timber in Australia. In September 1864, when the building timber plantation was first proposed, I requested Major Morgan to reserve a shola in the vicinity of Ootacamund for this purpose. Subsequently, Major Morgan and I selected the shola referred to, which was, for several reasons, the best adapted for the purpose; it had formerly been extensively felled by Mr. J. McIvor, and all the finest trees taken out; it is in the immediate vicinity of Ootacamund, though not seen from any part of the station, and there is a good road to it. Major Morgan was ordered* to enter the shola on the reserved list, and only to fell it year by year, as the ground was required for planting. I forward a letter† from Major Morgan on the subject, in which he gives his reasons for not informing the Collector that this site was reserved, and for felling out the whole shola this year; the Collector informs me that if he had been consulted, he would have coincided in the selection of the site.

* *Vide* copy of letters Nos. 1,087 and 1,101.

† No. 200, dated 13th August 1866.

2. There can be no doubt of the importance of a good building timber plantation for Ootacamund; we are now rearing, to a large extent, the Encalyptus Globulus and Mahagoni, (the two finest building timbers of Australia,) which grow admirably in this climate; and this timber will come largely into use in future years, when the supply of teak is likely to become scarce.

No. 664. ORDER THEREON, 24th August 1866, No. 2,218.

Forests, No. 21.

1. The Government do not consider the explanation satisfactory. The mere statement in his Administration Report that a shola close to Ootacamund had been taken up for a plantation, which statement was not noticed by Government, was not sufficient authority for the measures adopted: nor, as Captain Beddome ought to know, should an application for sanction find place in an Administration Report. Moreover, there is a considerable difference between gradually clearing and planting a shola, and cutting it down at once, as Major Morgan has done, apparently without even Captain Beddome's sanction or knowledge.

2. The Government direct that no shola be in future appropriated and cleared, wholly or partially, by the Forest Department, without their special sanction.

3. Captain Beddome will state how many timber trees he has planted or contemplates planting, the locality and extent of each plantation, and his reasons for considering it necessary that Government should grow timber for the public on the Neilgherries, especially of kinds so easily grown as the Australian Encalyptus, &c.

(True Extract.)

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

To the Officiating Conservator of Forests.

Exd. S. T. Augustin.

Proceedings of the Madras Government, Revenue Department,
30th August 1866.

No. 800. Read the following letter from the Officiating Conservator of Forests, to the Secretary to Government, Revenue Department, Fort Saint George, dated Camp, Ootacamund, 18th August 1866, No. 1,928 :—

1. With reference to the Government Order, No. 1,972, of the 7th of August 1866, paragraph 4, I have the honor to inform you that the area of the Devi Shola, excluding the 650 acres granted to Mr. Money, may be taken at 1,250 acres, and each acre may be said to contain at least 200 bandy loads of timber.

2. Mr. Money has entirely felled the 650 acres belonging to him. The Lawrence Asylum Works require 10,000 bandy loads of timber before completion (they have already had 2,000 from this shola), and this will all be taken from Mr. Money's estate. The 1,250 acres now belonging to Government should be able, with judicious management, to supply the demand of the Asylum in future years when it is occupied.

3. Three years ago Ootacamund was supplied with firewood from this shola; since that period, however, much shola land nearer Ootacamund has been taken up by Government and by private individuals for Chinchona and Tea, and all the timber therefrom has been or will be thrown into the market. Firewood plantations also are springing up, so that I do not anticipate that there will ever be any sale for the Devi Shola timber in Ootacamund itself; in fact Mr. Money has been advertising timber (from the eighty acres supposed to be his property without reserve) for half an anna per bandy load, but has not succeeded in selling any of it.

No. 801. ORDER THEREON, 30th August 1866, No. 2,279.

Forests, No. 24.

Ordered to be recorded.

(True Extract.)

(Signed) J. GROSE,
Under Secretary to Government.

To the Officiating Conservator of Forests.

Exd. S. T. Augustin.

No. 262. 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 Government 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.

Exd. S. T. Augustin.

Papers relating

Deva Sholah

Rev. 1693/66

Prov. of Dest 1662 1300

300-301

Re. 3608 65

Ordered to be communi-
cated, together with the enclosure, to the Board
of Revenue with reference to G.O. 21st Nov.
1866 No. 3182. The error pointed out
by the Advocate General has been corrected
by Mr. Ivory.

Ordered also that the title deed
received with the Bd's Pro: of 12th Nov.
1866 No 8124 be sealed and returned to the
Board, together with the deed of Conveyance
received with the same Proceedings.

17th Decemr 66.

Ent
14 The Board of Revenue with Deed & Proceedings &c 17th

Rec: 1866 Despatch
Pro of Govt dated 6th December 1865.

Pro: 10 October 1866 No 262-298
- 21 November 1866 No 575-576

From The Acting Govt. Solicitor.
Madras

To The Secretary to Government.
Revenue Department.
Madras

Dated 15th
Rec'd 16th Dec.
6-5-Ho. Ho. Ho. Ho. 2/62
No. 695

Forwards Copy acting Advocate General's opinion on the proposed form of Re Conveyance of the "Devarkolah Estate" from Govt. to the Trustees Mooney & Manchope.

Rs 3405-11-Pies

With an order

A. 3004301

Paper