M.R.O. 14-5,450—22-10-25.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No.	1458	Press Mis.
576-77. Dated	26-5-	1868.

Not to be folded or roughly handled

No. 576. Read the following letter from the Officiating Conservator of Forests, to the Secretary to Government, Revenue Department, Fort St. George, dated Camp at Ootacamund, 12th May 1868, No. 733:—

Proceedings of Board of Revenue, No. 1,536, 3rd March 1868.
Letters from the Assistant Conservator of Forests, South Canara, Nos. 549, 552, 559, and 20, dated 13th, 16th, and 21st March 1837, and 20th April 1868.

1. In forwarding the correspondence as per margin for the information of Government, I have the honor to request sanction for including the sum of Rupees 451-3-9 in the South Canara accounts.

2. In February 1867, one Ales Poy purchased timber at one of our timber auctions in South Canara to the value of Rupees 381-4-0; he failed to remove this timber, and after some delays and references it was confiscated by the Deputy Conservator, and re-sold to the Department Public Works at the same price. No reference was made to the Conservator of Forests, but the Deputy Conservator seems to have been acting in concert with the Collector. Ales Poy had paid the whole value of the timber in advance, and he brought an action against the Collector and Deputy Conservator for the recovery of the amount, viz., 381-4-0, together with interest, Vakeel's fees, &c. The Board of Revenue informed the Collector that the suit could not be defended, and that it should be compromised. Our Forest Rules do not sanction confiscation in this way, but it provides that ground-rent may be charged if the timber is not removed in a certain period, and the Deputy Conservator would have been entitled to charge ground-rent and all the expenses incurred in watching and securing the timber, and he might have re-sold a sufficient quantity of the timber to have defrayed those expenses, if the original purchaser had refused to liquidate them.

3. When the case was brought to my notice, I ordered the Assistant Conservator to compromise it on terms approved by the Collector; this has accordingly been done by his paying in addition to 381-4-0 (the price of the timber) a sum of Rupees 69-15-4, the amount of interest, Vakeel's fees, stamps, &c.; the value of the timber has been again paid by the Department Public Works, so it has already been twice credited to Government, so that the only loss in the transaction, is the sum of 69-15-4.

4. If the Assistant Conservator had acted up to the instructions contained in the Manual of the Department, or if he had referred the case to the Head of his department, the confiscation and subsequent law proceedings would not have occurred, and he is to blame in the matter, and it rests with Government whether he is to be held responsible for the amount of the loss (viz., Rupees 69-15-4).

No. 577. ORDER THEREON, 26th May 1868, No. 1,458.

Forests, No. 14.

1. The Government observe that the *payment* of Rupees 381-4-0 out of the sum in question is only a refund, and sanction it accordingly. They also sanction the charge of Rupees 69-15-4, costs incurred in compromising the suit.

Proceedings of the Madras Government, Revenue Department, 26th May 1868.

2. Mr. Cadell evidently acted in good faith and for the interests of Government, but as the conditions of sale did not warrant him in confiscating the timber, he clearly laid himself open to legal proceedings, in acting as he did.

3. The Acting Conservator will consider whether the inclusion of a penalty for non-removal of timber within a fixed time after sale, should not be inserted in the conditions in future advertisements.

(True Extract.)

(Signed) W. HUDLESTON,
Secretary to Government.

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

Exd. S. T. Augustin.

W-1458.

Rt. Hon'ble Otto Kds
the payment of Rs. 38-4-
out of the item in question
is not a refund - Sanction
it accordingly. They also
sanction the charge of Rs 64-15-4
cost incurred in suppressing
the suit. Mr. Cadell was fully acted
in good faith for the interests
of Govt. but as the conditions
of sale did not warrant him
in confiscating the timber. he
clearly laid himself open
to legal proceedings - in acting
as he did. The Govt. like consider
whether the inclusion of a penalty for