M.E.O. 1—39,000—16-10-39.

MADRAS RECORD OFFICE.

Incomplete

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 1827 Press ~~Mis.~~

Dated 28.6.1867 19

Not to be folded or roughly handled

No. 602. Read the following letter from the Officiating Conservator of Forests, to the Acting Secretary to Government, Revenue Department, Fort Saint George, dated Camp at Manantoddy, 29th May 1869, No. 1,429 :—

Letter from Lieutenant Walker, Deputy Conservator, to the Officiating Conservator of Forests, No. 17, dated 22nd May, with enclosures A. and B.

I have the honor to forward the documents, as per margin, for the information of Government.

From the Deputy Conservator of Forests, Madura and Tinnevelly, to the Officiating Conservator of Forests, Ootacamund, dated Camp at Madura, 22nd May 1869, No. 17.

With reference to Government Order, No. 1,166, dated 29th April 1869, I have the honor to request that you will lay the following explanation before the Right Honorable the Governor in Council, with a view to the censure conveyed in the Order referred to being removed.

2. In my report, No. 131, dated 12th October 1867, I fully detailed the measures I had found it necessary to adopt with reference to the Colroyenmullay Forests, and I at the same time verbally explained them to Dr. Cleghorn. They met with his entire approval, and Government, in their "Order thereon, No. 2,977, dated 14th December 1867," were pleased to endorse the same.

3. In paragraph 29 of the said letter I report that I had directed the Contractor not to issue permits, and state my reasons; as the Board remark in their Proceedings, dated 23rd April 1869, paragraph 5, I said nothing as to a prohibition to fell, nor was such prohibition ever made. The whole matter partook, in fact, of the nature of an *arrangement* between the Contractor and myself, *viz.*, that, until certain arrangements with regard to his limits were made, he should not issue permits for felling. He never appeared at my office, as directed; but immediately on receipt of Government Order No. 2,977 of 14th December 1867, I made the necessary arrangement, established the "Chowkies," and cancelled my previous order, which was after all merely to the effect that if timber was brought on his permits *it would not be left without interference* (*i. e.*, it would not be confiscated, but detained pending inquiry) there being no ripe timber on the summits of the hills & the scantling which was being brought on his permits.

4. As a matter of fact no timber was brought, and hence none was interfered with. I trust, therefore, that in this respect my action may, as the Board suggested in a former Proceeding, be considered as "merely what was necessary to protect the Government property in my charge."

5. The Collector of Salem in his letter to the Board, No. 73, dated 13th April 1869, paragraph 4, states that "Mr. Walker's defence is simply *Nil.*" I beg respectfully to call attention to the enclosed translation of the plaint (marked A.,) and to my reply already submitted, if an entire denial of the facts, and the ability to produce proof that no timber or bandies were seized or the passes taken away, and further that no timber such as the plaintiff was bringing into market existed on the top of the hills amount to *Nil*, then I can only acquiesce in the Collector's statement; the Collector I may state refused to have anything to do with the second part of the plaint, and informed me that I must defend it myself. I was, therefore, not a little surprised, when I had all the evidence and witnesses ready, to find that he had compromised it without consulting me at all. Mr. Pochin was with me at Toombul when I decided on the course I should adopt with regard to the Contractor, and I was certainly under the impression that he was not only aware, but approved of it of course, in this I must have been entirely mistaken.

6. I beg further to submit a translation of the "issues framed by the Court" (marked B.,) which I am not aware have ever been laid before Government or the Board. I am not only stating my own opinion, but that of those who were better qualified to judge, when I say that, *according to the issues*, the whole matter depended on the first point *i. e.*, if the slopes were Government property the suit would be given in our favor, if not, against us. The Collector stated that he was prepared to prove that they were Government property, and if such had been done the second issue virtually falls to the ground.

7. Shortly after the issues were framed, the Contractor himself saw my Overseer, and stated that he was willing to compromise, which I considered as a confession of weakness, and, as such, reported it to the Collector. I trust, therefore, that I may not be supposed to be merely cavilling at the Collector's settlement when I state that I consider the compromise was unnecessary and injurious; even had the second count been gone into, which is a matter of opinion, and given against us, it would have been more than repaid by the precedent of an *established right to the slopes*, pending which the Collector of South Arcot is unable to settle the question regarding the slopes of the same hills in his district. The northern slopes in the Salem District are also under dispute, and it would have been most advantageous could we have obtained a favorable decision, as both Mr. Pochin and myself were sanguine we would.

8. In my action throughout I merely did my duty, but it was a duty which had been postponed by successive Forest Officers for a number of years, and the result has been the acquisition by Government of a large tract of valuable forests. Under the circumstances, therefore, I venture to hope that the Right Honorable the Governor in Council will be pleased to withdraw the censure conveyed in the Order under reference.

A.

From the Deputy Conservator of Forests, to the Principal Sudder Ameen of Salem District, dated 21st May 1869.

THE following is the detailed statement of one Kristnappa Naik, Plaintiff in Original Suit No. 125 of 1869.

Latchoomana Govenden and Annamullay Govenden, Jagheerdars of Perier and Chinna Colroyen hills respectively alluded to in the plaint, having executed Documents (marked A. and B.) on 6th and 7th August 1865, respectively, authorising the Plaintiff Kristnappa Naik to issue passes to cut and remove timber and moongil etc., on and from the above-said hills, and thereby he (the Plaintiff) enjoyed the right up to 25th September 1867.

2. On 25th September 1867, the Defendant has prevented the Plaintiff from issuing any more pass, and forcibly taken away the passes already issued, in accordance with the contents of the above-mentioned documents, stating that he (the Plaintiff) should personally settle the existing dispute with regard to boundary of the jungles in question.

3. As it is likely to cause loss to the Plaintiff, he has petitioned the Defendant on 23rd November 1867, still the Defendant issued a Takeed, dated 28th November, stating, as before, that no pass should be issued.

4. Moreover on 5th March 1868, the Defendant issued a Takeed stating that the Plaintiff should not issue any pass to fell timber, etc., on western slopes beyond the water-sheds of the above-mentioned hills.

5. The Defendant has forcibly taken away all the passes issued by the Plaintiff between 25th September 1867, and 5th March 1868, (being the dates on which the 1st and last Takeeds have been issued,) and prevented felling and passing of timber, etc., during that period, and thereby the Plaintiff was put to sustain the loss claimed for in the plaint, etc.

6. Subsequent to the last Takeed the Plaintiff issues passes to fell timber *only* on the *top* of the hills for which he has a contract, and the rest are enjoyed by the Defendant up to this date.

7. As those two hills are belonging to the above-said Jagheerdars, and the same have been given on contract to the Plaintiff, as per documents, (marked A. and B.) the Government have no right at all in it.

I, the Plaintiff, therefore, beg that justice be rendered.

I, the Plaintiff do hereby declare that the above is true to the best of my belief.

(Signed) KRISTNAPPA NAIKEN, etc., etc.

Filed on 15th September 1868.

(True Copy and Translation.)

21*st May* 1869.

(Signed) C. J. WALKER, Lieutenant,
Deputy Conservator of Forests.

Dated Camp Madura
22nd May 1869.

No. 17.

From, The Deputy Conservator of Forests
Madura and Tinnevelly

To, The Officiating Conservator of Forests
Coimbatore

Sir,

With reference to Government order No. 1186 dated 29th April 1869. I have the honor to request that you will lay the following explanation before the Right Honorable the Governor in Council with a view to the censure conveyed in the order referred to being removed.

2. In my report No. 131 dated 12th October 1867 I fully detailed the measures I had found it necessary to adopt with reference to the Coleroyenmullay Forests and at the same time verbally explained them to Dr. Bleghorn. They met with his entire approval and Government in their order thereon No. 2977 dated 14th December 1867 were pleased to endorse the same.

3. In para 29 of the said letter I report that I had directed the Contractor not to issue permits & state my reasons. as the Board remark in their proceedings dated 23rd April 1869 para 5. I said nothing as to a prohibition to fell: Nor was such prohibition ever made. The whole matter partook, in fact, of the nature of an arrangement between the Contractor and myself viz that, until certain arrangements with regard to his limits were made he should not issue permits for felling. He never appeared at my Office as directed but

I decided on the course I should adopt with regard to the Contractor, & I was certainly under the impression that he was not only aware, but approved of it; of course in this I must have been entirely mistaken.

6. I beg further to submit a translation of the "issues framed by the Court" (marked B.) which I am not aware have ever been laid before Government or the Board. I am not only stating my own opinion, but that of those who were better qualified to judge, when I say that according to the issues the whole matter depended on the first point. i.e if the slopes were Government property the suit would be given in our favor, if not against us. The Collector stated that he was prepared to prove that they were Govt property, and if such had been done the 2nd issue eventually falls to the ground.

7. Shortly after the issues were framed the Contractor himself came my Overseer and stated that he was willing to compromise, which I considered as a confession of weakness & as such reported it to the Collector. I was therefore that I may not be supposed to be merely cavilling at the Collector's settlement when I state that I consider the compromise was unnecessary & injurious, even had the second Court been gone into, which is a matter of opinion, & given against us it would have been more than repaid by the precedent of an established right to the Slopes. pending which the Collector of South Arcot is unable to settle the question regarding the Slopes of the same hills in his district. The northern slopes in the Salem District are also under dispute & it would have been most advantageous could we have obtained a favorable decision as both Mr. Pochin & myself were sanguine we would.

8. In my action throughout I merely did my duty, but

but immediately on receipt of Government Order No. 2977 of 14th December 1867 I made the necessary arrangements established the "Chowkies" and cancelled my previous order which was, after all merely to the effect that if timber was brought on his permits "it would not be left without interference" (i.e it would not be confiscated, but detained pending enquiry) there being no ripe timber on the summits of the hills of the scantling which was being brought on his permits.

4. As a matter of fact no timber was brought and hence none was interfered with. I think therefore that in this respect my action away, as the Board suggests in a former proceedings, be considered as "merely what was necessary to protect the Government property in my charge."

5. The Collector of Salem in his letter to the Board No. 73 dated 13th April 1869 para 4 states that "Mr. Walker's defence is simply Nil". I beg respectfully to call attention to the enclosed translation of the plaint (marked A) and to my reply already submitted. If an entire denial of the facts, and the ability to produce proof that no timber or bandies were seized or the passes taken away, and further that no timber such as the plaintiff was bringing into market existed on the top of the hills amounts to "Nil" then I can only acquiesce in the Collectors statement; the Collector I may state refused to have anything to do with the 2nd part of the plaint and informed me that I must defend it myself. I was therefore not a little surprised, when I had all the evidence and witnesses ready, to find that he had compromised it without consulting me at all. Mr. Cochin was with me at Toombell when

I

duct it was a duty which had been postponed by successive Forest Officers for a number of years, and the result has been the Acquisition by Government of a large tract of valuable Forest. under the circumstances therefore I venture to hope that the Right Honorable the Governor in Council will be pleased to withdraw the censure conveyed in the order under reference.

I have the honor to be
Sir
Your most Obedient Servt.

Humphrey Walker Lieutenant
Deputy Conservator of Forests

1869 -

Forest Department

From, The Dy Conservator of Forests
Madura & Tinnevelly

To, The Offg Conservator of
Forests

Dealis 22d
Received 2 } May 1869

No 17
Dr No 1022 2/69
2 Enclosures &c 2

Subject

Submits an explanation of his action with regard to the Colroyen Mullay Forest and requests that the same be laid before Government for favorable consideration.

No 1429. Camp Manantoddy
29 May 69.

Fr. Major R. H. Beddome.
Offg Conr of Forests

To. R. A. Daly Esq 21 Esqrs
Actg Secy to Govt Rev Dept.

Sir.

I have the honor to forward the documents* as per margin for the information of Government.

I have the honor to be
Sir Your mos obedt servt

R H Beddome Major
Offg Conr of Forests

* Letter from Lt Walker Dept Conr to the Offg Conr of Forests No 17 dated 22d May - with enclosures -

Revenue Depart"

Memo: for orders
on Ro" 1822.—

1 From the Poona Collector

This case called
to the forests on the Kuba
-yen Hills in Salsette distric

2. A Memo: by Mr"
Salyell attached
to Proceedings of Govt"
dated Novembr 11th" 186
summarizes the course
adopted by Govt" upto that
date— A contractor had
obtained the lease of the
forests in both the Chain
Kuboyen and Deria Cal"
-oyen pollieus and al-
-though the polygars them
-selves had never set
up a right to the forest
on the slopes of the hills
the contractor was in the
habit of issuing passes
for timber felled not
only on the summits but
on the slopes, and also of
encroachin

Rec'd 14 Dec.r 1869 pp. 260-261
29 April 1870 - 620-621.

Revenue Trust 1869 Sept.r
No 1822
Fr. The Hon.ble Chief Justice
To Sec.y to Gov.t New Defs.

dated 29 May 69.
rec.d 2nd June —

No 1429.
Enclosure 3.

Subject

Forwards a letter from
Lt Walker for the
information of Gov.t

Sec.t No. 1829 - 28th June 69

Rec.d 2nd June 1870 18-16

B No 602.

encroaching clandestinely on the Govt revenue.

3. Ultimately Kistnapah Naidoo the contractor in question filed a suit against the Dy. Conservator of Forests and the Collector of Salem with the following objects.

(1) to establish his right to cut timbers on the slopes of the Servaroyan and Kuliroyan Hills.

(2) to obtain the sum of Rs 800 which amount he alleges that he had lost in consequence of the Deputy Conservator having interrupted cutting of timber under his passes between Sept 11 20 11.

25th 1867 and March
5th 1868 ÷

4. No doubt appea
to have been felt by
the Government offic
that the first portion
of the claim should
be Existed inasmuch
as the slopes were
the property of Go-
vernment and not
included in the follo
ing lists ÷ Vide letter
from the Collector of
Salem in Proceedings
of Govt ÷ dated 22nd Ja
nuary 1869 ÷

5. The second po
the

6. In consequence of the doubt which he felt regarding the second issue, the Collector (vide Proceedings of Government dated 29th April 1869) compromised the whole suit. Had he compromised the second issue only it would have been better. He also stated (para 5 of his letter in above mentioned proceedings) that he had succeeded in buying up the lease of the Periakulroyen from the contractor. If, as the Collector in his former letter

I am not sure of this. The withdrawal of the suit by this Rajah does not affect him in his alleged right to the slopes: and as his lease (good for 17 years, has been bought up by the Govt. we shall not hear of it for that period. Should he or any other Rajah again raise the question after that period we can again meet it. W.R.

agreed

the doubtful point=
Lieutenant Walker
the Deputy Conserva=
tor had sent a let=
ter to the contractor
dated September 25th
ordering him to "sus=
pend the granting of
hackles" and this let=
ter affected not
only the slopes but
the summits of the
the hills to which
latter the right of the
Contractor is not
disputed=

17,400
6800

21,400
5400
13 250
5400
4850

Lie

asserted (vide Proceed-
ings of Government
dated January 22nd
1869) the slopes of
the hills were the pro-
perty of Government
why should he buy
up the lease of them:
the lessee being of
a different opinion.
And as the Collector
says nothing of the Chima
Kulroyen it is presumed
that the Government
claim to them is still
in abeyance.

In their order
dated April 29th 1869
which on the Collector's
statement of facts
directed

directed that the suit
should be compromised
the Government also
requested that Major
Deddome would "warn
Lieut. Walker against
the indiscreet issue of orders
relative to tracts over which
the departmental control
is not clearly acknow-
-ledged." Lieut. Walker
in a letter dated 22d
May from Madeira
which is now immedi-
-ately under con-
-sideration, addressed
Government "with
a view to the censure
conveyed in the order
referred

referred to being re-
moved". The following
is a brief abstract
of his defence and
of the arguments
which can be urged
against it.

8. He states
(1) That his proceed-
ings had been endorsed
by Government. In para
29 of a letter dated October
12th 1867 (incorporated in
Proceedings of Government
dated December 14th 1867)
he reported with reference
to the kulroyens as follows
"As there is no ripe tim-
ber (such as he is now
bringing into the market)
within

"within the contractors"
"limits, I have directed
"him not to issue permits
"till the matter is settled
"and I hope that you will
"approve of my action &
"that the Government will
"not deem that I have
"exceeded my powers
"in this important mat-
:ter." In their order on
this letter, the Govern-
:ment do not notice
this particular para-
but they signify a ge-
:neral approval of
Lieut. Walker's measures
If therefore Lieutenant
Walker's assertion that
there

might wish to take from x x x x and "from the forest tracts on the summit of the hills." This is an admission that there was timber on the summit of the hills as the Collector implicitly and the contractor directly maintain.

9. Secondly Lieut. Walker states that no timber brought on the Contractors permits was interfered with by him. This is incorrect for in a letter to the Contractor dated Sept. 2nd 1867

there was no timber
of the nature on the
contractor was bringing
into the market on
the top of the hills
were correct - as he in
the letter now under
consideration maintains
it was - the censure
of Government would
have to be withdrawn.
But in a Takid from
Lieut. Walker to
Kichraima Lauck dated
5th March 1868 the former
informs the latter that
Peons have been appoint-
ed for the purpose of
registering all trees
which the latter
might

1867, Lieut. Walker himself admits that timber brought on seven passes had been secured. If however, his action in this respect had received the sanction of Government it would of course be unnecessary to deny it.

I have again carefully perused there taken and find that the facts which they disclose amply support the warning conveyed by Lieut. Walker in the Circular of 28th dated 28 April last, No 1166. — The orders (Takeers) issued to the Foreigners Depot, over whom Lieut. W— as Dep. Conservator, had no recognized powers of control, arbitrarily required that person to cease felling timber; but did not by their terms restrict their operation to the slopes of the Hills, beyond which portion alone the Govt. were able to assert a right. — Lieut. W— may have had before him perfectly correct information that on the plateaux of the Hills, no timber could be felled such as the Papers are stated to have covered. But in this respect we have only an unsupported assertion of the Dep. Conservator. The effect of the Takeers issued by Lieut. Walker to the Depot had, then, the effect practically of staying that person working on both the slopes and the plateaux, although as asserted the latter, Lieut. W— had no ground for interference, as the deed extends

H. C. Hall

Revenue Depart

1829.

Proceedings of the Madras Govt under date the 28th June/29

Read the following letter from the offg Conservator of forests:-

Forwarding a letter from Lt Walker explaining his action in regard to the Coloroyen Mullay Forests:-

(M.L: 29th May 1829 No 1429):-

The Govt see no reason whatever to modify the terms of the warning conveyed to Lt Walker, in the concluding para of the proceeding to which that officer's letter has reference:-

13 Copies to ... Survey Forests Dept 29

Extract.

Madras Collectors Office
Saidapet 4th June 1864

No. 165.

From

E. G. R. Faue Esq.
Collector of Madras

To

J. Gosse Esq.
For Act Secretary to the
Board of Revenue

Sir.

I beg to forward herewith copies of three letters lately received from Mr Smith, the Deputy Collector, and beg to recommend that the sanction of Government be obtained for the expendi-
~~ture of the sum~~ necessary by Mr Smith.

2. I have lately myself been all over the northern Salt Pans, and can endorse Mr Smiths opinion as to the necessity for the outlay. I can also vouch for the chances of our getting the Salt

* originals with enclosures (to be returned)