

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No.	296.	Press Mis.
<u>66-67</u>		
Dated	3 rd February	1869.

Not to be folded or roughly handled

*Proceedings of the Madras Government. Revenue Department,
3rd February 1869.*

No. 66. Read the following letter from the Commissioner of the Neilgherries, to the Secretary to Government, Revenue Department, Fort St. George, dated Neilgherries, 27th October 1868, No. 10 :—

I have the honor to forward my
Assistant's report,* in obedience to the
orders of Government, connected with the Deva Sholah Contract.

From the Assistant Commissioner, Neilgherries, to the Commissioner, Neilgherries, dated Ootacamund, 26th October 1868, No. 5.

I. With reference to Order of Government, Revenue Department, dated 23rd September 1868, No. 2,407, (Forests No. 9,) and to your Endorsement thereon of 27th idem, I have the honor to submit herewith the papers noted in the margin,* and bearing upon,

* Enclosures I.—True copy of letter No. 159, from Captain F. G. Hankin, to Acting Assistant Commissioner, dated 21st September and 3rd October 1868.

II.—Do. do. do. from Mr. Money, to Acting Assistant Commissioner, dated 28th September 1868.

III.—Do. do. do. from Captain F. G. Hankin, to Acting Assistant Commissioner, No. 161, dated 1st October and 3rd October 1868.

IV.—Do. do. do. from Mr. Money, to Acting Assistant Commissioner, dated 18th October 1868.

V.—Do. do. do. from Mr. Money, to Acting Assistant Commissioner, dated 19th October 1868.

(a.) Mr. Money's agreement with the Government, dated 10th September 1866, in regard to the supply of firewood from Deva Shola for the Lawrence Asylum Works ;

(b.) The subject of the proper demarcation of the Deva Shola property.

2. As to the former point, the Deva Shola firewood contract, Mr. Money contends

the conditions of his agreement have been more than fulfilled, and that all effect of the agreement is now at an end. This would certainly seem to be the case under the explanations given by him ; for although Captain Hankin stated (Enclosure I) that, up to the 10th September 1868, a total of 1,984 bandy loads of wood only had been received by the Government, Mr. Money points out (Enclosure II) the intention of the contracting parties when the Agreement was drawn up, and asserts that *time*, namely, two years from the 10th September 1866, was of the essence of the contract, while the number of bandy loads (5,000) entered in the agreement was only the *estimated* amount which would be required for the Lawrence Asylum Works during the period above-named, and that since the limitation of the contract to two years, gave it the same legal effect of the real agreement, he executed it as drawn. Mr. Money continues, "The two years have now elapsed. Government has had the full benefit of the contract during the whole period, by the adequate supply of the actual requirements of the Lawrence Asylum during that time, and the whole Shola is now filled up with young Chinchona plants. Under these circumstances, the agreement has come to an end by lapse of time, and the completion of the expected planting prevents its renewal. The safety of the young plants obliges me to hold Government to the essence of the contract at the end of two years. I have, therefore, to state, for the information of Government, that I have directed my Manager to discontinue cutting or laying any logs near the Shola. He concludes his letter as follows :— "With regard to the Agreement of the 10th September which has run out, I beg to decline all past liabilities therefrom, as well as to deny any existing or future obligation thereunder."

3. Mr. Money explains his statement, that *time* was of the essence of the contract, by saying, "the term of two years was fixed between Government and me as the period within which I proposed to get the whole Shola land under Chinchona, after which the contract and the Government's right of removal were to cease, as any subsequent moving of timber would be injurious to the young plants."

† Enclosures II. and III.

4. The only point at all in issue† between Mr. Money and Captain Hankin appears to be,

*Proceedings of the Madras Government, Revenue Department,
3rd February 1869.*

whether a sufficient quantity of wood was supplied from Deva Shola from September 1866 to Sep-

• Enclosure IV.

† Enclosure II.

tember 1868. Upon this question Mr. Money dwells at length in his letter* dated 18th instant, in which he observes that since writing his letter of the 28th September 1868,† he had "learnt that the requirements for the Lawrence Asylum have been more completely met during these two years, than I was aware of," as the wood taken from Deva Shola in the last two years has more than accomplished the special and only object of the agreement, namely, the burning of the remainder of the bricks required (after 10th September 1866) for the Lawrence Asylum; and adds, "on this ground, therefore, the Government will see that the Agreement of 10th September 1866 came to an end by reason of its having fully accomplished its purpose, even before it expired by lapse of time."

5. If the view taken by Mr. Money be correct, it would seem unnecessary to dilate upon

‡ Enclosure I.

Captain Hankin's letter,‡ No. 159, of 21st September 1868, in which that officer shews that his present wants are limited to two or three loads a day for his *Jail*, and that the Government would only be losers by drawing upon Deva Shola for further supplies of firewood, which can be obtained far more economically from Contractors.

6. From Enclosure V. you will perceive that, on the 14th instant, I accompanied Mr. Money, taking the Government Plan of the estate, along the boundaries of the Deva Shola property. I had previously, on 3rd August 1868, made an attempt to examine these boundaries, but as Mr. Money, who was then in Calcutta, was the only person acquainted with some portions running through Forest, which had grown up again thickly in the interval between its original felling in 1865, and my visit in August last, I was compelled to postpone further proceedings pending Mr. Money's arrival.

7. From a personal comparison, on the spot, of the Government Plan with the boundaries recently felled a second time through forest, the correctness of which was still further attested by the remnants of the paths of 1865, and by old cut stumps of trees, I have little or no doubt that the boundary line through Forest, as pointed out by Mr. Money, is the true one. The line, where it runs through open land on the western and southern sides, is clearly traceable, and is fringed for some distance by Badaga cultivation.

8. Along a considerable portion of the eastern and southern boundary, a trench about three feet deep and two feet wide was cut early in 1865, soon after the sale of the property. To avoid the contingency of boundary dispute for the future, as well as to secure the estate from the inroads of deer and cattle, Mr. Money is not only willing, but anxious, to continue the deep trench, already partially cut, along the *entire* boundary line; and, further, to enclose the estate by a thick hedge to run conterminous with the trench. As no better arrangement than this could be made for the interests both of the Government and of Mr. Money, I would beg leave to recommend that Mr. Money be permitted to carry out his proposal. Upon this point he solicits information at an early date.

No. 67. ORDER THEREON, 3rd February 1869, No. 296.

Forests, No. 3.

1. Under all the circumstances of the case, the Right Honorable the Governor in Council does not deem it necessary to take any further action in regard to Mr. Money's Agreement.

*Proceedings of the Madras Government, Revenue Department,
3rd February 1869.*

2. The Government have no objection to Mr. Money carrying out his proposal to surround his property with a boundary hedge and ditch, but the line must, in the first instance, be verified by the Assistant Commissioner.

(True Extract.)

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

To the Commissioner of the Neilgherries.
,, the Officiating Conservator of Forests.
,, the Board of Revenue.

Exd. G. A. Turton.

*Proceedings of the Madras Government, Revenue Department,
3rd February 1869.*

whether a sufficient quantity of wood was supplied from Deva Shola from September 1866 to Sep-

• Enclosure IV.

† Enclosure II.

tember 1868. Upon this question Mr. Money dwells at length in his letter* dated 18th instant, in which he observes that since writing his letter of the 28th September 1868,† he had "learnt that the requirements for the Lawrence Asylum have been more completely met during these two years, than I was aware of," as the wood taken from Deva Shola in the last two years has more than accomplished the special and only object of the agreement, namely, the burning of the remainder of the bricks required (after 10th September 1866) for the Lawrence Asylum; and adds, "on this ground, therefore, the Government will see that the Agreement of 10th September 1866 came to an end by reason of its having fully accomplished its purpose, even before it expired by lapse of time."

5. If the view taken by Mr. Money be correct, it would seem unnecessary to dilate upon

‡ Enclosure I.

Captain Hankin's letter,‡ No. 159, of 21st September 1868, in which that officer shews that his present wants are limited to two or three loads a day for his *Jail*, and that the Government would only be losers by drawing upon Deva Shola for further supplies of firewood, which can be obtained far more economically from Contractors.

6. From Enclosure V. you will perceive that, on the 14th instant, I accompanied Mr. Money, taking the Government Plan of the estate, along the boundaries of the Deva Shola property. I had previously, on 3rd August 1868, made an attempt to examine these boundaries, but as Mr. Money, who was then in Calcutta, was the only person acquainted with some portions running through Forest, which had grown up again thickly in the interval between its original felling in 1865, and my visit in August last, I was compelled to postpone further proceedings pending Mr. Money's arrival.

7. From a personal comparison, on the spot, of the Government Plan with the boundaries recently felled a second time through forest, the correctness of which was still further attested by the remnants of the paths of 1865, and by old cut stumps of trees, I have little or no doubt that the boundary line through Forest, as pointed out by Mr. Money, is the true one. The line, where it runs through open land on the western and southern sides, is clearly traceable, and is fringed for some distance by Badaga cultivation.

8. Along a considerable portion of the eastern and southern boundary, a trench about three feet deep and two feet wide was cut early in 1865, soon after the sale of the property. To avoid the contingency of boundary dispute for the future, as well as to secure the estate from the inroads of deer and cattle, Mr. Money is not only willing, but anxious, to continue the deep trench, already partially cut, along the *entire* boundary line; and, further, to enclose the estate by a thick hedge to run conterminous with the trench. As no better arrangement than this could be made for the interests both of the Government and of Mr. Money, I would beg leave to recommend that Mr. Money be permitted to carry out his proposal. Upon this point he solicits information at an early date.

No. 67. ORDER THEREON, 3rd February 1869, No. 296.

Forests, No. 3.

1. Under all the circumstances of the case, the Right Honorable the Governor in Council does not deem it necessary to take any further action in regard to Mr. Money's Agreement.

*Proceedings of the Madras Government, Revenue Department,
3rd February 1869.*

2. The Government have no objection to Mr. Money carrying out his proposal to surround his property with a boundary hedge and ditch, but the line must, in the first instance, be verified by the Assistant Commissioner.

(True Extract.)

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

To the Commissioner of the Neilgherries.
,, the Officiating Conservator of Forests.
,, the Board of Revenue.

Exd. G. A. Turton.

not done. Then it
would seem from Captain
Hankins letter that
the Govt are looses by
taking this work as
they can obtain it
cheaper in the market.
The fact that a portion
of the cost of the Ben
Notish work is made up
of the seignorage payable
to the Govt does not
alter this, as wood purchased
in the market has also paid
this fee. In the whole
perhaps the simplest
course will be to accept
Mr. Money's view and
not to press the matter
further, though perhaps
it would be as well
before deciding upon this

more, to ascertain whether
the wants of the Lawrence
system have been duly
met, or not. Captain Hankins
says that at times wood
was not ready for him
when Mr. Money says
more wood was wanted than
was wanted. If
Mr. Money has not
fulfilled his contract
his plea that the period
has expired would not
avail, but it is presumed
that the matter could
only be referred to arbitration
as provided for in the
contract. It is however
to be regretted that when
the Collectors of Coimbatore
and his Special Agent (the
Ant. Commissioner) were in
possession of the Reg. of

The Secy of State despatches
under date 31 July received
in G. O dated 16 March/60
no 170, they should have
failed to bring to notice
that Mr. Money was not
fulfilling his agreement.
In his letter dated 27 July
1860 recorded in G. O dated
5 Sept. 1860, the Collector
seems satisfied and reports
that the Special and local
been directed to keep him
periodically informed in
the matter, yet at this time
not half the quantity of work
had been started, and if the
Special and local make any future
reports they were not forwarded
as they should have been, to
Govt.

As to the dimensions of the
property it would probably be as
well to require the Commissioner
himself to make sure that the
proposed boundaries are the correct
ones before sanctioning Mr. Money's title.

CO 344/60

1149

It does not appear from the papers
recorded in G. O. no 170 October 1866, that
the agreement entered into by Mr. Money,
was for the supply of plank wood, and not
more as might be wanted for burning
bricks for building the Lawrence Asylum.
If during this discussion which pre-
ceded the execution of the agreement Mr.
Money was led to understand that the
wood was required for the above stated
purpose only, I fail to see any advantage
in raising the question whether 5000
cartloads have been supplied or not 1984,
as affirmed by Captain Haubert. It is
not denied that sufficient bricks are
ready for the proposed buildings, and I
doubt much that any unsupplied deficiency
can justly be now demanded for any
fresh purpose to which Captain Haubert
may desire to apply it, such for instance
as laying in a stock of firewood in stock,
for the future requirements of the Asylum.
If however, the object of getting from
Mr. Money, the 5000 cartloads, was not de-
fined, and he bound himself to deliver them
for funeral purposes, there will still be the
question whether bricks or ^{plank} wood
shall be supplied, as Captain Haubert, or whether the
supply was ^{plank} wood or small kept up at Mr.
Money's expense. This is a point of fact
which the arbitrator can alone settle.

The Secy of State despatches
under date 31 July received
in G. O dated 16 March/60
no 170, they should have
failed to bring to notice
that Mr. Money was not
fulfilling his agreement.
In his letter dated 27 July
1860 recorded in G. O dated
5 Sept. 1860, the Collector
seems satisfied and reports
that the Special and local
been directed to keep him
periodically informed in
the matter, yet at this time
not half the quantity of work
had been started, and if the
Special and local make any future
reports they were not forwarded
as they should have been, to
Govt.

As to the dimensions of the
property it would probably be as
well to require the Commissioner
himself to make sure that the
proposed boundaries are the correct
ones before sanctioning Mr. Money's title.

CO 344/60

1149

It does not appear from the papers
recorded in G. O. no 170 October 1866, that
the agreement entered into by Mr. Money,
was for the supply of plank wood, and not
more as might be wanted for burning
bricks for building the Lawrence Asylum.
If during this discussion which pre-
ceded the execution of the agreement Mr.
Money was led to understand that the
wood was required for the above stated
purpose only, I fail to see any advantage
in raising the question whether 5000
cartloads have been supplied or not 1984,
as affirmed by Captain Haubert. It is
not denied that sufficient bricks are
ready for the proposed buildings, and I
doubt much that any unsupplied deficiency
can justly be now demanded for any
fresh purpose to which Captain Haubert
may desire to apply it, such for instance
as laying in a stock of firewood in stock,
for the future requirements of the Asylum.
If however, the object of getting from
Mr. Money, the 5000 cartloads, was not de-
fined, and he bound himself to deliver them
for funeral purposes, there will still be the
question whether bricks or ^{plank} wood
shall be supplied, as Captain Haubert, or whether the
supply was ^{plank} wood or small kept up at Mr.
Money's expense. This is a point of fact
which the arbitrator can alone settle.

but it seems hardly worth while to
demand an arbitration under the terms
of the agreement; since wood can now be
got in the local market at less cost than
by bringing it from Mr Money's portion of
the Denay tholay.

I am therefore of opinion that we ought
to accept Mr Money's view that the
effect of the agreement is now at an end.

As regards the matter of continuing and
perfecting the boundary line which Mr
Money appears to have commenced, I would
consent to its being done in the way proposed
by Mr Money, but I would not direct the
Commissioners to have any hand in this part
of the business, in order that he may free
himself his judicial power, & should
accept to him become ultimately necessary.
Dealing with a man of sharp practice like
Mr Money, we may at any moment be brought
into litigation & as respects the boundary we are
not protected by an agreement to refer to arbitration
any dispute that may arise.

20 Dec. 68.

W.D.

I agree in the view taken of this
case by my colleague viz that
under the circumstances stated
by Captain Hawkins it is not worth while
to refer to arbitration the question
whether Mr Money has completed his

boundary or not. As to the
terms of the agreement there
can be no doubt but that
his money was bound to
deliver 5000 barrels worth
if the S. & W. were able to
cart it away within two years.
and that he was bound to give
them every facility for doing so.
In his standing in Money's opinion
of the contrary I have no doubt
that Captain Hawkins after stating
that delay was more than once
caused by the failure of his
money agent to have the wood
ready for cartage is perfectly
correct.

The transaction has been an unfortunate
one from first to last and
the latter now submits that from
Mr Money we are not the least
disinterested parties in it.

I would willingly further
dealings with Mr Money. N. P. J.

[Faint, mostly illegible handwritten text, possibly bleed-through from the reverse side of the page.]

No 3447 of 1860
 18-296

32 July 69.

*Left
 from*

Under all the cir-
 cumstances of the case
 the R. Council the for in
 Council does not deem
 it necessary to take
 any further action in
 regard to Mr. Money's
 agreement.

The for have no objection
 to Mr Money carrying out
 his proposal ^{to surround} ~~& surround~~
 his property with ^{or} boundary
 hedge & ditch, but the line
 must, in the first instance,
 be verified by the Arch

1 Copy to the Comm. & the Hon. Secy of the
 13 copies to the Comm. of the Hon. Secy of the
 14 copies to the Comm. of the Hon. Secy of the

Com.
[Signature]

Report to England
2/16 1869
Office: South

Chas. M.

29