

(1) Number of Pages.....10
(2) Date of repair.....9.6.65
(3) Initials of the Referencer.....*[Signature]*

MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No. 135/
B.P. No.

Press
Mis.

Dated 26th September

1876
196

Not to be folded or roughly handled

No. 298. Read the following letter from Lieutenant-Colonel R. H. BEDDOME, Conservator of Forests, to the Hon. D. F. CARMICHAEL, Secretary to Government, Revenue Department, Ootacamund, dated Kalacaud, 9th September 1876, No. 1,136:—

With reference to the G.O., No. 969, of the 18th of July, I have the honor to

- No. 1. Letter from the Deputy Conservator of Tinnevely, to the Conservator of Forests, No. 127, dated 9th September 1876.
No. 2. Letter from do. to do., dated 14th June 1876, No. 45 (with ten enclosures).
No. 3. Copy of Contract Bond by Kutty Streenevassa Iyengar, dated 14th April 1874.
No. 4. Letter from the Deputy Conservator, Tinnevely, to the Conservator of Forests, No. 264, dated 23rd February 1876.
No. 5. Copy of Mr. Glenny's letter to Mr. Hayne, No. 115, dated 10th February 1876.

forward Mr. Hayne's explanation,* together with other documents as per margin.

2. Mr. Hayne appears to have taken the Collector's letter alluded to as an intimation that the working of the contract was placed entirely in the hands of the Tahsildar. The Acting Sub-Collector Mr. Happel appears to have taken the same view and to have held the Tahsildar responsible.

No. 299. ORDER THEREON, 26th September 1876, No. 1,351.

Forests, No. 20.

THE Government cannot acquit Mr. Hayne of all blame in this matter. The fact that the forests were at the time in

the charge of the Collector as Conservator in no way alters the case.

2. It was his manifest duty as Assistant to the Collector to have supervised the transactions connected with the sale and execution of the contract, nor is there anything in the Collector's letters that could have warranted his believing that the matter was left entirely in the hands of the Tahsildar. The agreement was with Mr. Hayne, and the least that could have been expected of him was a scrutiny of its provisions.

2. Seeing, however, that Mr. Hayne seems to have been under a misapprehension as to his responsibilities and that the Tahsildar improperly neglected to inform him of the contractor's default for several months, he will not be held personally liable for the loss to Government.

3. The arrears will accordingly be written off to Profit and Loss.

4. With reference to this matter, the Government desire to be informed whether there are any immemorial communal rights and usages in connection with the tract in question, and if so, how they have been disposed of in connection with the contract brought under notice. Also, to what extent the system of selling contracts for the collection of forest-produce within village-boundaries may be now carried in the department.

5. The Collector will also report on these points.

(True Extract.)

(Signed) D. F. CARMICHAEL,
Secretary to Government.

To the Conservator of Forests.
„ the Board of Revenue.
„ the Collector of Tinnevely.
„ the Accountant-General.
Exd. F. R. Bantleman.

No. 1136.

Office of Conservator of Forests
Camp, Katakamund
9th September 1876

From,
Lieut. Col. R. H. Reddome,
Conservator of Forests.

To. The Hon: D. F. Carmichael
Secretary to Government
Revenue Depart.
Ootacamund.

Sir,
With reference to the Govern-
ment Order No. 969 of the 18th of
July I have the honor to forward

- * No. 1 Letter from the Dy. Conserv. Mr. Haynes
of Simmerville to the Conserv. & explanation
of Forests No. 117 dated 9th Sept. 76. together with
- No. 2 Letter from D^o to D^o of other docu-
14th June 76, No. 45 (with -ments as
10 enclosures.)
- No. 3 Copy of Contract Bond per margin
by Kuthy Sreenivasasa 2. Mr. Haynes
Gungar dated 14th April 76.
- No. 4 Letter from the Dy. Conserv. appears to
Simmerville to the Conserv. have taken
Forests No. 264 of 23rd the collector's
February 1876.
- No. 5 Copy of Mr. Glening's letter alluded
letter to Mr. Haynes to as
No. 115 of 10 Feb. 1876 to an inti-
mation that
the working of the Contract
was

12064/2455383/76

Oct. of 1876

REVENUE.

THE CONSERVATOR OF FORESTS,

Co., Co., Co.

12064/2455383/76

Encl.

G.O., 26th September 1876, No. 1,351.

SEPTEMBER.

Nos. 298-299.

Contract by one Srinivasasa Iyengar for forest-
produce in Mangalore Taluk, Tanjore District—
Ordering to write off to Profit and Loss the amount
stated to be irrecoverable in the matter of —

12064/2455383/76

was placed entirely in the
hands of the Tahsildar, the
Acting Sub Collector Mr. Hapell
appears to have taken the
same view and to have held the
Tahsildar responsible.

I have the honor to be

Sir,

Your Most Obedt Servt

R. H. Seddons Esq. M. A.

Conservator of Forests

Feb 1957

Order of 26 September 1876
Read letter from Com. of Feb 59: Sep 1, 80
N. 1136: —

The Govt cannot
acquit Mr. Wayne
of all blame in this
matter - The fact
that the Trustees were
at the time in the
charge of the Collector
as Conservator in no
way alters the case -

It was his main fast-
duty as assistant to
the Collector to have
supervised the transactions
connected with the sale
& execution of the contract.
There was in these things
in the Collector's letters
that could have warranted
his believing that the
matter was left entirely
in the hands of the
Schreiber — The

mol
19/9.

018 July 1902: 186. 57

Ms. 3807
Omn. 1876 - 2 vols.
7
volumes

The Pundonoran Affair

To the Secretary to Govt:

Revenue Deficit:

Do not answer

Rate 9th }
#1

Rechts: 12a } Sept. 76
Links: 16a }

No. 1136

(Belvedere - Fine)
1890

Subject

Thursday Nov: 1892

Replication called for
20 to 25 of 18 July 76

with reference to the

Temporary Forest-

Public Contact-

R. C. 20. 44. R. 26. 44
C. 18. 24. 1/26 R. 15. 44

agreement was with
 W. Wayne, & the least
 that could have been
 expected of him was
 that a scrutiny of its
 provisions -
 saying however, that
 Wayne must have
 been under a misapprehension
 as to his proper responsibility
 and that the Auditor
 improperly neglected
 to inform him of
 the Contractor's default
 for several months,
 he will not be held
 personally liable for
 the loss to go.

The errors will
 accordingly be written
 off to profit & loss

I am, Sir,
 Very respectfully,
 Your obedient servant,
 J. M. Lawrence

for the post desire to be in-
 formed whether there are any
 memorial commencing
 right & usage in connection with
 the tract - question of if so
 how they have been disposed
 of in connection with their
 contract brought under no-
 tice - also to what extent
 the system of selling contracts
 for the collection of forest
 produce within those
 boundaries may be now
 carried in the Dept.
 The Coll. will also re-
 port on these points -

- 21 To the Conservator of Forests
- 14 The Board of Revenue
- 1 The Collector of Tenkasi
- 6 The Revenue and Forest

26

Contract for the purchase of land - Humphreys
July - Linn County, Ia.
30

A. C. 20: Sep. R 26: Sep.
C. 18: Sep/96 R 19: Sep