

(1) Number of Pages.....20
(2) Date of repair.....9.4.1969
(3) Initials of the Referencer.....S.S.H.

MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No.	615	Press
B.P. No.		Mis.
Dated 12-5-1876 196 .		

Not to be folded or roughly handled

615/1

*Proceedings of the Madras Government, Revenue Department,
12th May 1876.*

No. 123. Read the following letter from the Chairman of the Board of Directors, Napier Foundry Company, (Limited,) dated 28th April 1876:—

ABSTRACT.—Forwarding, for approval, draft of Agreement between the Forest Department and the Napier Foundry Company (Limited), prepared by the Government Solicitor.

No. 124. ORDER THEREON, 12th May 1876, No. 615.

Forests, No. 5.

THE Chairman's letter and its enclosure will be forwarded, in original, to the Board of Revenue, who will submit, after consulting the Government Pleader, any remarks that occur to them on the Draft Agreement.

(True Extract.)

(Signed)

D. F. CARMICHAEL,
Secretary to Government.

To the Board of Revenue.

Exd. F. R. Bantleman,

Entering on a very
treacherous ground
in proposing to enter
into a binding Contract
at all - with this
Company, who naturally
presume that they
are dealing with
owners of unencumbered
property.

But the assumption
of the Company and also
of the Forest Department
is erroneous. The
42 Sq: miles of Forest
are not ~~&~~ unencumbered
Govt: property - which
can be devised at will.
Prior & Communal
Rights

rights and claims
affect perhaps every
Sq: mile of it, and are
unadjusted and
for their adjustment
there is neither Law
nor procedure. We have
not even a report
by the Collector before
us on the subject. The
Forests are undeman-
-dated & unreserved
so that specific per-
-formance of such
a Contract on the
part of Govt: is open
to all kinds of un-
Contingencies - in respect
to which the Law of
Contract

Contract will not
Sanction our merely
Entering a protest
against all and any
responsibility - while
our Contract & our
misleading promises
may be lying on the
Company's expenditure
&c. Even if the Law
of Contract did admit
such evasion of
responsibility, the thing
would be unreasonably
as it appears to me.

I have seen Colonel
Beddome & he says
he only wants to bind
the Company to cut
an

Forrest Grant
to Harper Foundry

John L. Smith, Jr.

Care

615/11 on his block system
and if that can be
secured the Contract
would scarcely be
needed.

I submit that this
might be done probably
by an administrative
order restricting the
issue of yearly licenses
&c. to certain demarcated
tracts or blocks.

In Consulting
the Law Officers, the
uncertainty as regards
the condition of the
property which we
are devising or
dealing with, should
be

he distinctly
communicated to them
with a view to judging
of the possible effects
of the measure placed
before them before
for opinion.

Ans. to C. R.
The report more
full as to the necessity
of a contract at all
3/5 M.R.

R. D. 6/6

From Napier Foundry Co.

d/28/6-6

Note by Sir N. R.

I shall be prepared to show, if
I am in favor of having a contract as being less likely to lead to confusion than the one proposed by Sir W. Robinson. nearly an administrative order. - which seems to me open to all the objections of a contract. with more difficulty of construction. - I do not share Sir William Robinson's apprehensions regarding the making over of this tract, of which only a moderate portion will at any one time be reserved for the remainder being open to communal rights & grazing of cattle* - I would send the contract to the J.P. of the area. & Law Officer for their opinion & revision if necessary. 28/6/6

I shall be prepared to show, if desired, that enclosures to cut Forest & Jungles, far more extensive than the present, have been frequently granted to other companies - The old, & new, "Porto Novo" & "Water Cies" are cases in point. - 2. In regard to communal rights, are they not provided for by Para 6? One-fiftieth only of the Forest is to be set aside every year for the Co. Attention is invited to be taken of the local officers, guaranteeing every protection to villagers' rights - vide Ind. Pro. page 8961 of accompanying Volume - quoted in the papers before the remainder being open for communal rights & grazing of cattle* - I would send the contract to the J.P. of the area. & Law Officer for their opinion & revision if necessary. 28/6/6

Letter to Hon. Mr. W. H. G. 4, May 21st 1896

For to
Napier Foundry Co

6/5/83 May.

My Dear Sir William.

The agreement
appears to have been
drawn up by the Govt.
Solicitor at my Mr.
Macfarlane's.

I do not myself
see how we can well
arrange without an
agreement of some sort
but the object ~~is~~ ^{ought}
to be all in favor of
Conservation & Govt.

6/5/83

His Grace

Howe St. John

per ades. No 616-

The Chairman's letter with
-closure will be forwarded in
original to the Bd of Rev, who
will submit, after consulting the
Govt. Reader, any remarks that
occur to them on the draft agree-
-ments. D.L. 11/5/6

12 May 1876

End Cap

L.H. D. & Co. (London)

must be saved from
any risk in case any
complications regarding
existing rights should
arise.

With an agreement we
can confine the felling
to certain blocks &
stop operations altogether
if the payments fall in
arrear; or if our
rules regarding the non
felling of trees required

65/9
as duties are not ad-
hered to - all which I fear
we could not enforce without
an agreement

I will submit a
few remarks on the
agreement. Govt. make
a 4th incursion in giving
the charcoal at a reduced
rate & can consequently
insist upon certain
restrictions

Mr. Macfarlane in
his first letter (2 April 75)
distinctly says that the
charcoal is for the
our consumption only

Yrs sincerely
J. H. Sedgwick.

Dec 1876 Del

Oct 1731

From the Chairman of the
Board of Directors
Napier Steamship
Company Limited

Dated 28 April 7
Recd 1st May 1876

E1

Homeward for
approval draft of agree-
ment between the Homest
Depot and the Napier Steam
Company Limited proposed
by the Port Director.

Gr 12 May/76 N-615

N^o 123-

- closure will be forwarded
original to be Rd of Rev,
will submit, after consultation
Gov^t Reader, any remarks
occur to them on the draft
- memo. See below

Dec. 11/5/6

12 May