M.R.O. 1—20,002—12-8-65.

(1) Number of Pages 12

(2) Date of repair 23-4-69

(3) Initials of the Referencer

MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No. / ~~B.P. No.~~	969	Press / ~~Mis.~~
Dated	18-7-1876	196 .

Not to be folded or roughly handled

No. 186. Read the following letter from Lieutenant-Colonel R. H. BEDDOME Conservator of Forests, to the Hon. D. F. CARMICHAEL, Secretary to Government, Revenue Department, dated Mettapolliem, 12th July 1876, No. 941 :—

I HAVE the honor to bring to the notice of Government that during the official year 1874-75 the right of collecting minor forest-produce in the Nangunary Taluq, of the Tinnevelly District, was sold by public auction by the Tahsildar of that taluq to one Cooty Streenevassa Iyengar, whose bid was the highest, *viz.*, Rs. 610. The Tahsildar reported the circumstance to the Deputy Conservator of Forests, and requested permission to close the sale to which Mr. Hayne acquiesced. Thereupon the contractor was called on by the Tahsildar for his deposit of Rs. 152-8-0, and to execute a Muchilika wherein it is stipulated that the contractor should pay Rs. 610 by four equal instalments on the 17th of every quarter, that the forests should on no account be damaged, and that the minor forest-produce specified in the Agreement only should be collected. No action appears to have been taken in the matter till the third quarter, when the contractor became a defaulter, and the Tahsildar took no security from the contractor, whose means were not even inquired into.

2. From the figures given in the margin, it will be observed that the irrecoverable arrears of revenue amount to Rs. 245, which I beg to request may be ordered to be remitted, especially as the irregularity was not brought to the knowledge of the Deputy Conservator of Forests till February 1875, although the default began at the end of September 1874; nevertheless, it was clearly Mr. Hayne's duty to have seen that tangible security was taken from the contractor.

	Rs.	A.	P.	Rs.	A.	P.
Total amount of contract due up to 3rd quarter				457	8	0
Deduct—						
Deposit	152	8	0			
Amount received	60	0	0			
				212	8	0
Balance due ...				245	0	0

3. The Acting Sub-Collector in charge reprimanded the Tahsildar for his remissness in the matter of the contract in question, but is not of opinion that the Tahsildar's conduct has been such as to warrant the extreme step of making him personally responsible for the amount.

No. 187. ORDER THEREON, 18th July 1876, No. 969.

Forests, No. 10.

THE Government consider that it was clearly the duty of the forest officer to see that the contracts for the collection of forest-produce are given under proper precautions and with every security for the amount payable to Government; the services of the Revenue-officers being enlisted in the matter only to obtain the requisite assistance, without which it will be found difficult to arrange the necessary details. It is not stated in whose possession the Muchilika or Agreement executed by the contractor was. It ought to have been with the Deputy Conservator, and, even if left with the Tahsildar, it was Mr. Hayne's duty to have seen that it contained all the necessary conditions. The omission to take security could not, under such circumstances, have occurred. The Government

observe, from a translation of the vernacular Agreement, that the only penalty provided in it, in case of default or nonfulfilment of the conditions, is forfeiture of the contract. This can hardly be considered sufficient. Mr. Hayne will be called upon to explain why he, as it appears, left the matter altogether in the hands of the Tahsildar. Further report is awaited before issuing orders on the subject of the amount stated to be irrecoverable.

(True Extract.)

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

To the Conservator of Forests.
" the Board of Revenue.

Ext. F. R. Bantleman,

Conservator

Office of ~~Inspector~~ of Forests,

No. 941. Camp, Mettapollium 12th Jan'y 1876.

969/75

From Lieut:-Col: R. H. Beddome
~~Inspector of Forests,~~ Conservator of Forests.

To The Hon: D. F. Carmichael,
Secretary to Government,
Revenue Department.

SIR.

I have the honor to bring to the notice of Government that during the official year 1874-75, the right of collecting minor Forest produce in the Annamalay Taluq of the Tinnevelly District was sold by public auction by the Tahsildar of that Taluq to one Covoty Streenevasada Iyengar, whose bid was the highest, viz:- Rs: 610. The Tahsildar reported the circumstance to the Deputy Conservator of Forests, and requested permission to close the sale to which Mr. Wayne acquiesced. Thereupon the Contractor was called on by the Tahsildar

For

Govt. of [illegible] 1876 } Madras.

REVENUE.

To

THE CONSERVATOR OF FORESTS,

&c., &c., &c.

Dated July, 1876.

Read

Read

G.O. 1876 July 1876, No. 969.

JULY.

Nos. 156-187.

Contract by one Streenivasa Iyengar for forest produce in Annamalay Taluq, of the Tinnevelly District.—Ordering to call upon the Deputy Conservator why he left the matter of — Iyengar in the hands of the Tahsildar; and awaiting further report before issuing orders on the subject of the amount stated to be recoverable.

Vide Letter Dated 12th Jan'y 1876 from Conservator of Forests to Govt. No. 941.

for his deposit of Rs: 152.8.0 and to execute a Muchilika, wherein it is stipulated that the Contractor should pay Rs: 610 by four equal instalments on the 17th of every Quarter, that the Forests should on no account be damaged and that the minor Forest produce specified in the agreement only should be collected. No action appears to have been taken in the matter till the third Quarter, when the Contractor became a defaulter, and the Tahsildar took no security from the Contractor, whose means were not even enquired into.

2. From the figures given in the margin, it will be observed that the irrecoverable arrears of Revenue amount to Rs: 245, which I beg to request may be ordered to be remitted, especially as the irregularity was not brought to the knowledge of the Deputy Conservator of Forests till February 1875, although the

Total amount of Contract due up to 3rd quarter —		457.8.0
Deduct.		
Deposit	Rs: 152.8.0.	
Amount received.	60.0.0.	212.8.0.
Balance due Rs		245.0.0.

4

the default began at the end of September 1874; nevertheless it was clearly Mr. Bayne's duty to have seen that tangible security was taken from the Contractor.

3. The acting Sub Collector in charge reprimanded the Tahsildar for his remissness in the matter of the Contract in question, but is not of opinion that the Tahsildar's conduct has been such as to warrant the extreme step of making him personally responsible for the amount.

I have the honor to be,
Sir,
Your most obedient Servant,

R. Nelthorpe Lieut-Col:
Conservator of Forests.

27.7.77

Revenue Dept.

No 969

Proceedings of the Madras Government

Under date the 18th July 1876

Read Letter from Conservator

of Forests, 12th July 1876 No 541

The Government

considers that it was clearly

the duty of the Forest Officers

to see that the contracts

for the collection of forest

produce are given under

proper precautions and

with every security for the

amount payable to Govt.,

the services of the Revenue

Officers being enlisted in

the matter only to obtain

the requisite assistance

without

Rev 1874 D. Volume

REVENUE FORESTS.

From The Conservator

Inspection OF FORESTS.

To The Secretary to Govt.

Fort St. George

Dated the 12th July 1876

Despatched

Received 20th July 1876

No. 541

Enclosures

Subject.

Requesting that Govt will be pleased to issue orders that the Revenue Officers may render the necessary assistance to the Forest Officers in the collection of Forest produce and in the enforcement of contracts for the supply of Forest produce in accordance with the provisions of Rule 10 of the Revenue Rules for the Forest Department

without which it will be found difficult to arrange the necessary details. It is not stated in those possession the Panchilka or agreement executed by the Contractor was. It ought to have been with the Deputy Conservator, and, even if left with the Tahsildar, it was Mr Haynes's duty to have seen that it contained all the necessary conditions. The omission to take security could not, under such circumstances, have occurred. He Govt observe from a translation of the Circular agreement, that the only penalty provided in it, in case of default or non-fulfilment of the conditions, is forfeiture of the Contract. This can hardly be considered sufficient. Mr Haynes will be called upon to explain why he left the matter altogether in the hands of the Inhabitants, who had other and more important duties of his own to attend to. Further report is awaited before issuing orders on the subject of the amount stated to be irrecoverable.

21 To Bd Conservator of Forests on 29 Jul
14 the Board of Rev

60/14

No 15776

15: July 76. R 18: July