M.R.O. 1—77,006—8-6-37.

(1) Number of pages 60.

(2) Date of repair 30-8-38.

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

(Revenue) DEPARTMENT.

G.O. No.	1298	Press / Mis.
Dated	1-3-	1887.

Not to be folded or roughly handled

No. 512

Madras 29th November 1886.

From,

William Morgan,

Acting Government Solicitor

Madras.

To,

J. F. Price Esquire

Acting Secretary to Government

Revenue Department

Sir,

Herewith I have the honor to enclose copy of an Opinion sent to me by the Advocate General in reference to C. S. No. 229 of 1886, Messrs. Wilson and Company against the Secretary of State for India.

2. From correspondence I have recently had with Messrs. Oakes and Company, the Auctioneers, it would appear that the sale in respect of which the present suit is instituted, was the first occasion on which any Analysis of the bark was published with the ordinary particulars.

3. It would also appear that the conditions of sale, prior to such Analysis were identical with those used on the sale of the 7th September 1885, no alteration being made in consequence of the further description of the Bark given by the Analysis.

4. I have also ascertained that although samples and a Catalogue containing the particulars of the Bark sold on the 7th September 1885, were submitted to Messrs. Wilson and Company about the 29th of July 1885, the printers whom Messrs. Oakes and Company employed, omitted to incorporate in such particulars the Analysis and that it was

was not until about the I3th or I4th August I885 (or possibly later) that Messrs. Wilson and Company were furnished with such Analysis.

5. It will therefore be seen that even if Messrs. Wilson and Company sent the Samples to England for Analysis on or about the 29th of July (by doing which they would be to receive a telegram prior to the date of sale) it would in no way preclude them from alleging that they relied upon the Analysis furnished to them about the I3th or I4th August, and it would by that time be too late for them to check such Analysis by reference to England.

6. I have endeavored to ascertain from the Chemical Examiner to Government, and Messrs. Stanes and Company, who are the only parties that I am aware of who are capable of giving an Analysis on Cinchona Bark, as to whether they made any Analysis for Messrs. - Wilson and Company, or Messrs. Arbuthnot and Company, of the Bark sold on the 7th September I885. Messrs. Stanes and Company have informed me that they did not; but the Chemical Examiner does not feel justified in answering the question without the previous consent of the two firms above mentioned. I have accordingly applied to such firms to know if they have any objection to the information being granted, but have not yet received any reply.

7. I have also referred to the Advocate General as to whether, if I can establish that a separate Analysis was obtained by these firms, subsequent to the date of their being furnished with the - Analysis from the Government Quinologist, it would in any way alter his opinion. He however states that it would not, as it would not be sufficiently conclusive evidence that the purchasers did not - rely solely upon the Government Analysis, and accept such Analysis as a guarantee of the value of the Cinchona sold.

8. Under these circumstances I have to ask for instructions from Government, and if instructed to settle with Messrs. Wilson and Company and Messrs. Arbuthnot and Company on what basis Government would suggest such settlement should proceed.

9. The settlement of Issues has been adjourned until the - 9th proximo! so that I shall be glad of instructions prior to that date.

I have the honor to be,

Sir,

Your Obedient Servant

William Morgan

Acting Government Solicitor

Opinion.

I have had occasion to read the papers in Wilson vs. The Secretary of State for India in Council (Civil Suit No 229 of 1886 on the file of the Original Side of the High Court)

I am informed that this case is put forth as a - test case, and that other persons have claims of a like na- -ture against the Government. The suit is brought to re- -cover damages for a breach of warranty made upon the sale to the Plaintiffs of a quantity of Chinchona bark by auction on behalf of the Government- The bark was, on the 7th Sep- -tember 1885, sold in pursuance of advertisements issued by Messrs Oakes & Co, who were appointed to sell it on behalf of the Government- The advertisement was published in The Fort Saint George Gazette and by means of bills consisting of four pages, which were issued for the information of in- -tending purchasers. The first page announces the intended sale on the 7th September 1885 of 175 Bales of Chinchona - bark containing 17500lbs of Dodabetta and Naduvattam Crown bark- In page 2, the conditions of sale are set forth- There are four conditions, of which the third is as follows :- " Lots to be taken with all faults and errors of description-" In page 3, is a tabulated statement showing the name of the - plantation, the number of lots , each consisting of 10 - bales, of natural Crown bark and of root Crown bark- Page 4 is headed " report on the analysis of Chinchona bark from the Government Plantations to be sold by Auction on the 7th

September 1885 " and purports to be signed by " David Hooper Government Quinologist-" It sets forth the total alkaloids of the Dodabetta Natural Crown bark at 4.62 per cent and of Crystallized Sulphate of Quinine at 4.18 per cent, and of - the Naduvattam root Crown bark at 7.50 per cent total alka--loids, and 4.46 per cent Sulphate of Quinine.

The plaint states that the plaintiffs purchased 60 bales of Dodabetta Natural Crown bark on the 7th September 1885, and sent it to London where it was sold on the 5th December 1885; but it contained an average of 2.79 per - cent of Crystallized Sulphate of Quinine and not 4. 18 per cent, as stated in Mr Hooper's report.

My predecessor, Mr Shephard, to whom the papers - were sent, upon a claim, substantially similar to the pres--ent one, made by Messrs Arbuthnot & Co, gave an opinion - dated the 1st April 1886 that there was no warranty of the accuracy of the analysis, by reason of the third condition of sale- This was founded upon the conclusion which he - came to upon the facts, as he understood them, that " Messr Arbuthnot & Co had an opportunity of inspecting the bales and were not compelled to rely exclusively on the descrip--tion given in the advertisement " I understand from in--quiries which I have made from Mr Lawson and Mr Hooper, that the value of Crown bark depends upon the quantity of Crystallized Sulphate of Quinine which it gives, and that inspection would not enable a person to ascertain this- I understand also that reliable analysis cannot practically be procured in Madras, and that an intending purchaser -

would

would have to send samples of the bark to London for analysis In these circumstances, I think Messrs Wilson & Co were en--titled to rely upon the representation contained in the re--port as to the analysis notwithstanding the third condition of sale, and they say in substance and, I doubt not, will - prove, that they did rely upon it- It might be different if the thing sold were a ship or a quantity of tea or Coffee or any other commodity which is generally bought and sold upon inspection and examination.

The present condition is as follows :- " Lots to be taken with all faults and errors of description or analysis."

This alteration was, I think, right, but it is - obvious that if the present case is tried, the fact will be - used with more or less effect for the plaintiffs. I think it would be advisable that the condition should run as follows- " Lots to be taken with all faults, or errors of description, or of analysis. "

In my view of this case, subject to the question of damages, there is no substantial defence to the suit, and I think the Government Solicitor should be authorised to adjust the claim.

(Signed) P. O'Sullivan,

Advocate General,

Madras 25th November 1886.

(True Copy)

William Morgan

Acting Government Solicitor.

Special.

(1886.)

REVENUE DEPARTMENT.

No. 9699.

From The Govt: Solicitor
Madras.

DISPOSED OF
Mis. No. 1298
Date 1-3-87
GOVT ORDER.

Dated 29th
Received 30th } Nov:

Enclosures /

No. 562

SUBJECT.

Forwg: with remarks
Opinion of the Advocate
General in reference to
Suit brought by Messrs:
Wilson & Co. to recover dam-
-ages for a breach of war-
-rant, made upon the
sale of a Gunboat, of Chi-
-cheracha N. by direct

(11)

No. 569

Madras 1st December 1886

it was a mistake to enter Mr Hoopers report in his analysis of his Court as his Conclusions fixed. Mr Stillmans subsequent alteration of his 3rd Conclusion should not be adopted

Sd W Cobb
3/12/86

From

William Morgan
Acting Government Solicitor
Madras.

To

I. F. Price Esq
Secretary to Government
Revenue Department.

Sir,

With reference to your Memorandum of todays date, I send herewith by your bearer all the documents which have been sent to me by Government in reference to the Case of Messrs Wilson & Co against the Secretary of State, including therein the several G. O's referred to in your Memorandum under reply.

I have the honor to be
Sir
Your Obedient Servant
William Morgan
Acting Government Solicitor
Madras. The last letter was received

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thought it safer or fairer to warn purchasers that the analysis cannot be taken exactly to represent the value of every cwt of bark sold may be made a ground for remark but will not really affect the question whether we ever led purchasers to suppose the analysis warranted to that extent or whether they d possibly have thought that we did — Wilson & Co must have known that they were making a more or less speculative purchase. If anything more turns up at or after the settlement I mean, to confirm the adv^te fear's apprehension that the claim is legally unanswerable I'm sure we shall be cold of it.

Yours
J Dec

as far as I can gather the facts from a hasty inspection of the papers I am inclined to think, that we have a good case, not all events that the validity of the claim is sufficiently doubtful to make it incumbent on us in the public interests to contest it, unless we could compromise on very favourable terms. There seems to be no real hurry for the part of our resisting the claim now & going to Lewes on Thursday will in no way preclude a subsequent settlement & will entail but slight additional costs. The sale was not one by sample for the whole bale was open to inspection. The analysis was a perfectly bona fide one & there seems to be no reason to suspect its accuracy. The only representation made was that an ordinary selection of that description of bark contained so much quinine. As far as I can gather Wilson & Co purchased a lot wh was more or less what Mr Lawson calls debris. Its condition as debris was perfectly patent & if they did not know that bark of that kind or in that condition contained less quinine than the better specimens it was their own fault. Moreover they had the opportunity of getting a further analysis, either from some one from Mr Hall[illegible] & it seems probable that they did not so. Mr Hall[illegible] The adv^te fear seems in error in considering that a reliable analysis cannot be obtained

High Court 15



Madras 8th Dec. 86

My dear Price

I return the papers sent to me with yours of yesterday and enclose my further opinion

Yours Sincerely
P. Sullivan.

Submitted for orders
The opinions given by the Advocate General and the late Ag. Advocate General are opposed to each other.

Mr. O'Sullivan recommends a compromise. It is a question whether the case which would involve the payment for considerable sums as Arbitrations fee would also come down upon Govt: should be followed or. whether the suit should be fought out on the chance of the Court taking a different view from that taken by the Advocate General. The case is one in which opinions differ & putting Mr. McValley into the box may elicit something in favour of Govt

C. 2-12-86

Mr. Sullivan
See Minutes of Council
Nov 1886
Date Office
3/12

If we are to accept his opinion of the merits of the claim, it seems to be a case in which a compromise should be effected, but I do not think we should be justified in paying the full amount claimed by the contractors. (Decision to be left with the Council of Ministers.)

C. 2-12-86 R.C. 6-12-86
R. 4-12-86 R 7-12-86

Opinion

Civil Suit No. 229 of 1886. Messrs Wilson & Co v The Secretary of State for India in Council.

I think, in reference to the view taken of this case by the Government, that it is desirable to have issues settled in this suit on the 9th instant. If I thought my view of the case were in conflict with Mr. Shephards view I should not have moved in the matter. I was induced to intervene for the purpose of averting a result so undesirable as would be the possible result, if, in this and the other cases of the same character (I do not know the number), judgment goes in favour of the plaintiffs in an action for a breach of warranty - an action savouring of tort. Such a result would be injurious to the reputation of a merchant, a manufacturer or a grower of produce, though there were no imputation of fraud.

This view assumes that the plaintiffs will probably succeed and at this stage it is for

assuming too much. If it is desired the plaintiffs may be put to proof of every material fact, and there is the question, a fairly arguable one, that the third condition of sale is an effectual answer to the claim.

The course which the case will take will be: The plaintiffs will put in evidence (1) the conditions of sale in force when they made the purchase (2) the conditions of sale prior to the arrival in India of the Government Quinologist, which were in the same words, (3) the present conditions of sale. They will give evidence that they made the purchase relying upon the accuracy of the published analyses, and they may be able to prove that the price they gave was a fair price in Madras for bark giving the quantity of Sulphate of quinine specified in the published report of the Quinologist. So far as I have any information at present, if such evidence is given, I can see no difficulty in accepting it, except the difficulty caused by the third condition of sale. But this condition is in very general terms, and it is doubtful whether it would be held to give intimation to a purchaser that it covered the case of an error of analysis.

It was there before analyses began. It might be held that, if it were intended to apply to analyses, it was a misleading condition, and that, in fact, it did mislead the plaintiffs. This is the way the case strikes me, but of course my view is based to some extent upon conjecture.

I had a conversation about three weeks ago at Ootacamund with Mr. Lawson and Mr. Hooper and I understood them to say that practically a reliable analysis of bark could not have been procured in Madras. I did not go into the reasons. Mr. Hooper also told me that he got back some of the bark from London and analysed it, and his analysis agreed substantially with the London analysis made on behalf of the plaintiffs.

It would perhaps be advisable to send Mr. Lawson an extract from what I have written, and to get a statement in writing from him on the subject. I made no note of the conversation. Mr. Lawson and Mr. Hooper will probably be necessary witnesses for the defendant.

P. O'Sullivan
Advocate General.

Madras 8th December 1886.

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REVENUE DEPARTMENT.

Current No.

D.O.

From The Advocate General

Dated 8th Decr 1886.

FOR ORDERS.

Under personal instructions
from the Hon'ble Sir. Hotchkin
a copy of the remarks on
the petition connected with
the suit brought by Jeeja-
Tulsan wh against Govt.
was sent to the Hon'ble
the Advocate Genl.
His replies to remarks
submitted for such

orders as may appear necessary.

It is suggested that a copy of Honble Members remarks and of Mr. O'Sullivan's opinion thereon be furnished to the Govt. Solicitor who was I know present at the conversation which took place with Dr. Lawson.

Mr. Morgan has the getting up of the case.

[illegible]
9/12.

C.H.C.
10/12

Letters before but I do not see that the 28 ozs was touched on point that I raised. So far as I can judge the analysis was a perfectly correct one & showed truly the amount of quinine in an ordinarily good & perfectly fair sample but is it not a fact that Wilson & Co bought what was more or less debris & is not that the reason why they have got less quinine than they expected?

If Mr Morgan get the information required from Professor Dawson we see how the case really stands. Of course if it is abundantly [illegible] that we have been guilty even of constructive fraud we should pay; & it wd be better to compromise on favourable terms than even have the imputation of fraud made on any reasonable grounds.

M. W.
10 Dec

Suit by Elwood
Suit by Lucas Wilson

FOR ORDERS.

Submitted for perusal
[illegible]

25

25 FEB 87. REVENUE DEPARTMENT. No 107

Madras 24th February 1887.

From,

William Morgan,

Acting Government Solicitor,

Madras.

To,

J. F. Price Esquire,

Acting Secretary to Government,

Revenue Department.

Sir,

Wilson_vs_Secretary of State.

When at Ootacamund in December last I examined Mr Lawson with reference to the sampling and analysis of the bark - sold to Messrs Wilson & Co, and from what then took place I was led to believe that the statements made in the Written Statement as to the Bark sold having been sampled when in bulk, and a fair analysis taken therefrom, were not quite accurate.

2. I have had some further correspondence on the subject with Mr Lawson, (copy of which I now enclose) from which it - would appear that the 68 Bales purchased by the Plaintiffs, formed part of the accumulated residues from the balings of previous years, and that such accumulations had been going on since the - year 1883. It would also appear that no sample was ever taken from any of these 68 Bales, and that no portion of the Bark contained in them was at any time analysed by the Government Quinologist.

3. It would follow therefore that the Statement contained in paragraph 5 of your Written Statement, to the effect that a fair sample was taken from the whole of the Bark in bulk, from -

which sample an Analysis was made incorrect and cannot now be - maintained.

4. It would also appear that the explanation given by Mr Lawson in his letter to you No 116 of the 25th February 1886, as to the reasons of the discrepancy between the Alkaloidal values given in the Report to the Analysis attached to the Particulars and conditions of sale, and the Alkaloidal value found to exist - on subsequent Analysis of the Bark in England, cannot be relied up - on or tendered in evidence.

5. In reference to the question which has been raised in some of the papers, as to whether the Plaintiffs acted solely up- on the representations contained in the Report to the Analysis above referred to, I have obtained from the Plaintiffs through their Solicitors a written assurance that between the time when samples were delivered to them by Oakes & Co, and the time when they purchased at Auction, they took no steps of any kind to - obtain an independent Analysis or opinion as to the quality or value of the Bark, either in this Country or in England.

6. Under these circumstances I am of opinion that the con- dition of Sale " Lots to be taken with all faults and errors of description" even if it specifically referred to the " Report of the Analysis" would not in the case of an actual misrepresenta- tion such as has occurred, and whether such misrepresentation - was intentional or the result of accident or carelessness, pro- tect Government from the effect of such misrepresentation, and that there is no real defence to the suit.

7. I have placed the papers before the Advocate General who in a short private note says " I think it would be in - advisable to contest the case further " The state of the Advocat Generals health has I think prevented him from giving a more for mal and detailed opinion.

8. I shall be glad to know therefore whether under the - above circumstances the suit brought by Messrs Wilson & Co is to be any further contested.

9. A commission has been granted for the examination of certain of Plaintiffs Witnesses in England, leave having been - reserved for Government to examine such witnesses as they may be advised. The commission has not yet been despatched but will be so in the course of the next week or ten days, and as this step will occasion considerable expense, I should be glad if you - could let me have the early orders of Government on the subject

10. I return the original papers herein for reference

I have the honor to be

Sir,

Your Obedient Servant,

William Morgan

Acting Government Solicitor.

M E M O .

METHOD BY WHICH THE BARK IS

HARVESTED AND BALED.

The Bark is removed from the trees, either in strips or shavings; it is then conveyed to the drying sheds, where it remains for a week or ten days, until quite dry. After that it is removed to the storehouse, where it remains in bulk until such time as is convenient to pack it in bales. The bales con-tain 101 lbs of bark. The bales are then sent to the head office or despatched to Messrs. Oakes and Company direct. The different kinds of bark sold by Government are: Ist Crown = Cinchona offi-cinalis. 2nd Red-Cinchona Succifubra, and of each of these two kinds there are the following varieties.

Ist Natural Trunk

2nd Renewed Trunk

3rd Mossed Trunk

4th Branch & Twigs

5th Root.

The Natural bark is as its name implies that which is first taken from the tree, without having been covered. The renewed barks are the strips or shavings which have been taken from the tree, two or more years after the natural bark has been re-moved. The Mossed bark is the natural bark which has been covered with Moss, grass fern or some other such covering. All these different kinds have characteristies which can be re-cognized by an expert.

When a large bulk weighing several tons of bark is heaped together the latter portion which is baled is composed of smaller

smaller pieces than that which is first baled, but it would always except under circumstances of grave neglect be of the same character and equal value as that first baled or at any rate only a slight deterioration should take place and this owing to a larger portion of extraneous matters being mixed up with it such as the dead outter bark and lichens which have been rubbed off the bigger strips, during the process of handling them, but although the different kinds of bark are then kept separate, portions of other kinds will generally be found mixed, but to an exceedingly small extent. The cause of this admixture may be due to the carelessness of the Coolies, while taking the bark in the field or to their carelessness in - shifting the bark while in the drying shed; but as I have said - before the adulteration of one kind by another ought to be exceedin--ly small and such as no purchaser would think of objecting to.

Method adopted in this office for the selection of samples since the Autumn of 1884.

The Head Overseer or the Quinologist takes the amount required say 10 ℔s from the bark as it is stored in bulk the Quinolo--gist takes a quarter of a ℔ which he selects from this, and upon that quarter of a pound makes his analysis; the rest is divided - into portions which are sent to Messrs. Oakes & Co and to the Secretary of State for distribution to intending purchasers.

The intending purchasers are also allowed to examine the bark in the bales in Messrs. Oakes & Co's godowns and to select - Samples for themselves if they so please.

In the September sale of 1885 one hundred and forty three bales of Natural Crown bark were sold; of this quantity sixty eight bales formed one batch, and the remaining seventy five formed another batch, and the samples sent out were selected from the second batch only, through the belief that the two had originally formed one and the same quality of bark. Messrs. Wilson and Co. bought their lot from

from the first batch, and therefore from that portion upon which no special analysis had been made.

It is impossible to say now whether the two batches were identicial in their alkaloidal value as assumed by this office, or whether they materially differed as may be argued by Messrs. Wilson & Co.

Rec. 15-3-87.

OOTACAMUND

26 TH JANUARY 1887.

MY DEAR MORGAN

WHAT I INTENDED TO MAKE CLEAR IN MY FORMER MEMO TO YOU WAS THAT NONE OF THE BARK WHICH WAS ACTUALLY BOUGHT BY MESSRS - WILSON &CO HAD BEEN ANALYSED BY MR HOOPER BUT WAS MADE UP OF LOTS CONSISTING OF THE REMAINDERS OF FORMER SALES. THEY WERE NOT ANA- -LYSED BECAUSE IT WAS BELIEVED THAT THE BARK WAS OF THE SAME - QUALITY AS THAT WHICH HAD BEEN ANALYSED BUT AT THIS DISTANCE OF - TIME & THE BARK BEING NO LONGER IN THE POSSESSION OF GOVERNMENT I CANNOT SPEAK POSITIVELY ON THE SUBJECT.

MR HOOPER HAS JUST BEEN MARRIED & IS NOW ON HIS HONEY MOON & DOES NOT RETURN TILL SATURDAY BUT I HAVE WRITTEN TO ASK - HIM IF HE CAN SUGGEST ANY BARK AGENT IN ENGLAND WHO WOULD BE LIKE- -LY TO GIVE EVIDENCE IN FAVOUR OF GOVERNMENT. I DO NOT KNOW OF ANY ONE MYSELF WHO WOULD BE LIKELY TO DO THIS AS I BELIEVE THAT THOSE WHO FORMERLY DID BUSINESS WITH GOVERNMENT ARE SULKY ON ACCOUNT OF GOVERNMENT HAVING NO LONGER ANY DEALINGS WITH THEM.

WITH RESPECT TO MR HOOPERS ANALYSES OF THE SAMPLES - WHICH WILSON &CO SENT TO THIS OFFICE I REGRET THAT I AM NOT ABLE TO SEND FOR THE FULL PARTICULARS UNTIL HIS RETURN.

I AM

SINCERLY YOURS

(SIGNED) W . A . LAWSON

No. 49.

Madras 28th January 1887.

From,

William Morgan,

Acting Government Solicitor,

Madras.

To,

M. A. Lawson Esquire

Cinchona Villa Ootacamund

My dear Lawson,

I. I am in receipt of yours of the 26th instant

2. I did not quite understand from the Memorandum sent with your letter undated (received on the 17th instant) that the bark sold to Wilson & Co. had never in fact been sampled or analysed at all as if this is so, it is difficult to see what defence we can have to the suit.

3. Am I to understand that the following represents the facts of the case. That the 68 bales forming the first batch which were never sampled or analysed, and out of which Wilson & Co. bought their lots, was the balance of bark left over from what had been stripped and baled and which formed portion of the bark sold prior to the September sale. That subsequently fresh bark was stripped and baled and made into 75 bales from which samples were taken and analyses made, and which bark was sent down to Madras for sale together with the 68 bales above referred to. If this is so, can you let me know how long elapsed between the time that the bark forming the 68 bales was shipped and baled and the time when the fresh bark forming the 75 bales was shipped and baled. Possibly these 68 bales were the accumulated debris from several previous balings If this is so, - please let me know.

Rec. 15/2/87.

4. You say in your letter that this first batch of 68 bales was not sampled or analysed, in the belief that the two batches - were of the same quality of bark. Can you let me know on what - grounds this belief was arrived at, and what explanation can be - given of the difference in the Alkoloidal values of the 75 bales - and the 68 bales.

5. You have not given me any particulars of the subsequent analyses made by Hooper at Wilson & Co's request. I should like to have this.

6. Please also let me have a Memorandum in reference to the bark sold to Arbuthnot & Co. as this matter will also have to be - dealt with. Did their purchase form part of the 68 or the 75 bales?

7. Please let me have the above information as soon as you possibly can as the Commission is ready to be sent to England and I want to avoid all unnecessary expense.

(Signed) William Morgan

Acting Government Solicitor

Ootacamund

3rd February 1887.

My dear Morgan

With reference to your letter dated the 28th January 1887 No. 49 you are right in understanding that the sixty eight bales of bark which were bought by Messrs. Wilson & Co. had never in fact been sampled or analysed at all.

2. With reference to para 2, the sixty eight bales formed a portion of the bark which was harvested in 1883-84 and 1884-85, so far as I can make out from the records of this office, and a portion of which was sold in the previous sales of November 1884 and March 1885. The sixty eight bales were in fact the residue of a large amount of bark which had been accumulating for some years. The history of the seventy five bales is as follows. They originally formed a portion of the above accumulations, of which one hundred bales were sent down on the 27th February 1885 and offered for sale on the 16th March. Of these one hundred bales, twenty five bales were sold, and the remaining seventy five, being those in question, were bought in, and eventually disposed of at Septembers sale. The sixty eight bales would appear to have been the accumulated debris from several previous balings as you had conjectured.

3. With reference to para 3, the belief that there was no difference in the alkaloidal value of the seventy five bales and the sixty eight bales was arrived at, on account of their having formed originally one lot.

4. With reference to para 4, the particulars asked for were sent in my letter of the 1st February 1887.

5. With reference to para 5 the bark bought by Messrs. Arbuthnot & Co. formed no part of the sixty eight or seventy five bales, all these having been disposed of in the Septembers sale, but

nevertheless

nevertheless they formed a portion of the accumulations which had been going on during the past years. I enclose a form which shows Ist the number of bales of each kind of bark which Messrs. Arbuthnot & Co. bought. 2nd the value of the bark according to Mr. Hooper's analysis. 3rd the number of units of Sulphate of Quinine, which each kind ought to have produced according to Mr. Hooper's analysis. 4th the analysis as given by Messrs. Arbuthnot & Co's Agents, 5th the number of units of Sulphate of Quinine which could be contained in each kind according to Messrs. Arbuthnot & Co's agents. 6th the estimated loss of units (viz. 3313).

6. The value of the unit towards the end of October went as high as 8 d. but at the end of the year it fell to 5 d to 5½d. and Messrs. Arbuthnot & Co. could never have obtained more than 6 d. so that under any circumstances they must have lost money and this loss they are now endeavouring to save themselves from, by demanding of Government, that they should take back the whole of the bark which they bought.

If Government feel satisfied that the analysis given by Messrs. Arbuthnot & Co's agents are more trustworthy than those published by their Quinologist, they might compensate Messrs. Arbuthnot & Co. by admitting the loss of 3313 units and paying them at the rate of 6 d per unit, which would give £ 82-16-6 or taking the value of the money in November last @ I shilling 6 pence per Rupee = Rs. 1104-5-4, and I do not see how Messrs Arbuthnot & Co. can justly claim more.

The address of Dr. Koppischaar is the Hague. Holland. and that of Mr. C. H. Wood F. I. C. F. C. S. Bishop's gate street. London E. C.

Yours Sincerely

M. A. Lawson

4/ Rec. 15-8-87.

E 48

Received

	Bales	Analysis of Hooper	No. of units according to Hooper's analysis	Analysis of Arbuthnot's Agents	No. of units according to Arbuthnot's Agents	Arbuthnot's Agents estimated loss
Natural Crown Bark	6	4.18	2508	3.11	1866	— 642.
Branch Root	54.	1.14	6318	0.91	4914.	— 1404
Natural Renewed	6.	4.33	2598	4.02	2412	— 186
Crown Renewed	58	3.52	20416	3.19	18502	— 1914
Branch	27	4.22	11394.	5.01	13524.	+ 2133
	26.	2.16.	6616.	1.66.	4316.	— 2300
			47,850		45537	3313 Units

Highest value which Arbuthnot could have got for their Bark —

1 @ 8d = 6 @ 6d

£ 82-16-6

Rs. 1104-5-4

E X T R A C T from "The Chemist and Druggist" Vol. xxviii

No. I. January I5th I886 Page 53

The unit which stood at 4½ d to 5 d in January improved to 7 d to 8 d in the Autumn, chiefly by purchases on American account, large forward contracts having been made for Quinine for delivery late in the year; as soon as the demand from this quarter subsided the market fell rapidly, present value being 5 d to 5½ d., according to quality with a declining tendency.

(47

Ootacamund,

1st February 1887

My Dear Morgan,

Messrs Wilson & Co sent sixty samples, which they stated had been selected by their Agents in London from the sixty - bales of Natural Crown bark which they bought of Government at the sale held in September 1885, six of these samples, from the last forty nine out of the sixty Bales have been analysed by Mr Hooper, whose report I enclose. He did not analyse any of the first eleven, as the analysis sent by Messrs Wilson & Co agreed very closely with that which had been published in the Auction sale advertisement.

Of the six analysis which Mr Hooper made, the figures in all cases came out very close to those given by Messrs Wilson & Co; from which it may be deduced, that if the samples returned by Messrs Wilson & Co were honest samples of the bark actually sold by Government, the forty nine bales were of inferior quality to that which they were believed to be.

I remain,

Yours sincerely,

M. A. Lawson.

Description	Bale No 14	Bale No 25	Bale No 36	Bale No 42	Bale No 58	Bale No 60
Crystallized Sulphate of Lumine - - - - -	3.39	2.40	2.90	2.42	2.46	2.65

6
Rec. 3/2/87.

Urgent.

(1887.)

REVENUE DEPARTMENT.

No. 1539.

Confl. 26:12

From The Govt. Solicitor Madras.

DISPOSED OF BY GOVT ORDER.
Mis. No. 1298
Date 1-3-87

Dated 24 & 25 Feb.

Received 25 & 26 Feb.

Enclosures 8

No. 107.

SUBJECT.

Recommending compromise in regard to O.S. No. 220 of 1886. instituted by Messrs. Wilson & Co., agt. Govt. in High Court.

C. 25. 2 57.

REVENUE DEPARTMENT.

53

55

DEPARTMENT.

1887. No. 107.

Mr. Stuart Recommends compromise of O.S. No. 220 of 1886 instituted by Messrs. Wilson & Co. against Govt. in High Court.

Signed Kenneth Mc.

in Bill & Secy to State

2 Cases & papers settled.

2 Issues transmitted.

Please sign Petition & Counter

in 2 cases

57 cases settled in.

Has thoroughly

Both appeals

in 2 compromise

an advantageous

Govt. Solicitor

H. Morgan

25/2

5/12/86

Chief Secretary

Under Secretary

soon as

ples it would further

pear, that the

Kaloidal value

certain samples

these samples taken

determined by

Urgent.

(1887.)

REVENUE DEPARTMENT.

No. 153 Cy.
Confl: 26:12

From The Govt: Solicitor Madras.

DISPOSED OF BY GOVT ORDER.
Mis. No. 1298
Date 1-3-87

Dated 24 & Feb:

Received 25 & Feb:

Enclosures 8

No. 107.

SUBJECT.

Recommending compromise in regard to O.S. No. 226 of 1886. instituted by Messrs. Wilkinson & Co:, agt. Govt. in High Court.

53

Received & Registered & Issued 5 Dec 12

Mr Secretary Kenneth Esq.
in Civil & Secy Dept
Mr Crimes after settlt
of Issues &c.
Please sign Petn
in by Mr Barker.
Pl Subm
& crimes settled it.

5/12/86

REVENUE DEPARTMENT.

55

REVENUE DEPARTMENT.

Current No. 1539.

From the Ag: Govt. Solicitor, Madras

Dated 24 Feb: 1887. No: 107.

FOR ORDERS.

Submitted for Earley orders.
Mr. Lawson has thoroughly explained the Govt. view.
The only thing that appears possible now is to compromise the suit on as advantageous terms as the Govt. Solicitor can obtain.
25/2

Yes - this is obvious - Afterwards it must be considered how we stand as regards arbitration? 26/2

Certainly - I have already had considerable misgivings

about this Kidd but
did not succeed it to
turn out so badly.

I would refer especially to
the fact that Rogers
would confirm Wilson
& Co's & authorize them
to prevent further shipments by
Sou[th] Sea Co[mpany] to compromise
on the best terms obtainable

MM
28 Feb

to enjoin action against
until we hear the communica-
tion in the other case

Dennis Wilson Esq. U. S. Secy of State.

FOR ORDERS.

C. 25. 2 87
R. 29. 2 A)

REVENUE DEPARTMENT.

determined by

Confidential.

REVENUE DEPARTMENT.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read No Letter from the Govt Solicitor. No 107 of 24.2.87.
(Read also c. No 9699/86.

No 1298 Dt 1-3-87.

In the second of the letters read above, the Govt Solicitor brings to notice that prior to the previous Sale there had been really an auction of the bark of cinchona, claimed by Mesrs Moon Nee & Co. under rules it would further appear, that the alkaloidal values of certain samples of these Same barks determined by

by the Govt Quinologist corresponds closely with that ~~alleged~~ Hooker in the plaint.

In view of these facts which have now for the 1st time been communicated to them Govt have decided to withdraw from any further contest of the Suit.

The Govt Solicitor will accordingly be instructed to enter upon negotiations for compromise on such terms as to his seem arrange.

6210 £.
1.3. 1-3

To the Govt Solicitor with reference to his letter of 1-3-87

Govt Pictorial

f.o. 6-8-84 " 2678 c
7-8-84 " 2692 c
1-6-86 " 3207 c
3-8-86 " 659 c
~~2-9-86~~ " 5220 c
1-7-96 " 5031 c
7-9-96 " 6450 c
27-10-96 " 6533 a — blue 2 ½
27-10-96 " [illegible]

G.C. No 2340/87

1-3-87