M.R.O. 14—13,000—27-9-24

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 257 Press Mis.

506-507

Dated 25—10—1867.

Not to be folded or roughly handled

No. 506. Read the following letter from the Conservator of Forests, to the Secretary to Government, Revenue Department, Fort St. George, dated Madras, 7th October 1867, No. 295 :—

1. I have the honor to forward, for the consideration and orders of Government, a letter to my address, dated 26th June 1867, from R. J. Lowry, Esq., Coffee Planter, Ponachi. (A), with a prospectus of a proposed Annamallay Timber Company (B).

2. The tract of forest where the proposed operations are contemplated is the Ponachi valley, in the south Annamallay hills, and is the smaller plot marked red in the Map, which accompanied Major Michael's report of this little-known region, recorded in Proceedings of Government, 1st July 1863, No. 1,154, Revenue Department. That officer first brought to the notice of Government the importance of this alpine tract, and proposed, *paragraph* 13, that the two portions marked in red should be reserved forests.

3. A narrative of an exploratory tour in 1858 up this valley into the beautiful highlands beyond, which are conterminous with the elevated plateau of Cochin, will be found at page 289 of my "Forests of Southern India," and may be referred to for a description of the physical features of the country. The gorge of the valley of the Toorakadu river, above which the forest in question stands, is shewn in plate 13, sketched by Colonel D. Hamilton.

Agreement.

In consideration of being allowed by the Officiating Conservator of Forests, Captain Richard Henry Beddome, to fell the Teak and Blackwood trees above four (4) feet in circumference, and of being allowed to remove all fallen timber of the same kinds on the Ponachi hills at a seigniorage of two (2) Annas per cubic foot, I, Robert John Lowry, do agree to fell only in localities above the top of the ghaut (called the Ponachi ghaut). and do also hereby agree to give personal supervision to the work, and to see that the young trees and saplings are not wilfully injured or cut down, and that none of the above timber be removed from the foot of the ghaut until it has been measured and stamped by the Forest Department.

And I, Captain Richard Henry Beddome of the other part, do hereby agree to allow the said Robert John Lowry to fell and remove all the abovementioned timber on the payment of the seigniorage of two (2) Annas per cubic foot as long as the herein abovestated conditions are adhered to by him.

(Signed) R. H. BEDDOME.
(„) R. J. LOWRY.

17*th June* 1865.

4. Forest Agreement.—On 17th June 1865 an agreement was drawn up between Mr. Lowry and Captain Beddome, copy of which is entered in the margin. This may be called a permit to remove fallen Teak and Blackwood timber from the Ponachi valley, and to fell standing trees of not less than four feet in girth on payment of a seigniorage of 2 Annas per cubic foot, leviable at foot of the ghaut. The area is roughly defined "above the top of the ghaut." It is said that Mr. R. J. Lowry will "give personal supervision "to the work," and will "see that the "young trees and saplings are not "wilfully injured or cut down." Permission to continue operations as long as the said conditions are fulfilled was granted.

5. In G. O. No. 1,497, dated 30th June 1865, Revenue Department, the sanction of Government was given to the arrangement, with the remark that the "price is certainly very low," but that it was "of importance that such a con-"tract should fall into respectable hands to prevent its abuse."

6. Road Agreement.—On 15th September 1865 Government, on the recommendation of Mr. Grant, the Collector, sanctioned the construction by Mr. Lowry

of a road and ghaut from the Ponachi estate to the low country, giving the necessary land "on the distinct understanding that they reserve to themselves the right "to assume possession, control, and management of the road at any time at their "option, paying to Mr. Lowry the cost of construction." Mr. Lowry was also permitted to put a toll on the use of the road so long as it remains in his possession. Of this permission he has not availed himself.

7. This is a statement of the facts up to June 1867, when Mr. Lowry addressed me on the subject, and it appears from his letter (*paragraph* 5) that not having funds to carry on the proposed operations, he is led to the formation of a Company, which he presumes is practicable on the basis of his agreement with Captain Beddome.

8. PERSONAL NATURE OF THE AGREEMENT.—I am of opinion that the agreement is purely personal to Mr. Lowry, and consequently he cannot transfer or assign the privileges it conveys without the concurrence of Government. It may perhaps be advisable to consult the Law Officers of Government on this point, and also on the power of Government to terminate the agreement on reasonable notice.

9. Two separate questions present themselves for consideration.

1st.—The road (Ponachi ghaut).

2nd.—The forest work.

In submitting the terms of agreement for sanction, Captain Beddome stated that the Ponachi tract was cut off by a difficult approach from the low country, which rendered export of timber almost impossible, and considering the inaccessible position, he recommended a very low seigniorage of two Annas per cubic foot on Teak and Blackwood.

10. The first point seems to be whether Government should reimburse Mr. Lowry for the work he has accomplished in constructing a road and ghaut, or allow that gentleman to proceed with his enterprise, which involves the formation of the said Company. The question is of great moment to all the settlers (present and prospective) in the valley, now five in number, as well as to the Forest Officer of the Range, who must make his arrangement with the proprietor of the road. My own view is that Government should retain the control of all main roads, and this is likely to be a communication of much importance, and Mr. Lowry's character affords a certain guarantee that the work will be well done.

11. I requested Colonel Walker, Superintending Engineer, (C) to give a professional opinion on the present state of the ghaut, that Government might have all the facts of the case before them. This he is unable to furnish at present, (D) but he gives little hope of the cost of the road (Rupees 24,000) up to date being met from Imperial allotments. The Forest Department also is not in a position to provide this sum, although the resources of the valley would admit of a contribution towards it.

12. Supposing that funds are not forthcoming to reimburse Mr. Lowry, the second question is what should be the action of Government in regard to the proposed Timber Company? I have already stated that the forest tracts, marked in red in the Map, were wisely reserved in the first instance, and with the sanctioned extension of the Great Southern of India Railway, and the failure of negotiations

with the Nambiddy of Kolungode, the Forest Department is prepared to work the Ponachi forest, if the road difficulty can be arranged.

13. VALUE OF THE TIMBER.—As to the value of the Teak timber, Major Michael, 1863, (*loc. cit.*) reported that "the trees are one and all stunted in size and of "no great value." Captain Beddome, 1865, states that "many of the (Teak) trees "are past their prime, and there being much fallen timber, it is annually deteriora- "ting in value." The estimated value of the Teak and Blackwood in the proposed Timber Company's prospectus, and in Mr. Carter's report to Mr. Staines, the Secretary, is much higher. The discrepancy is very great, it may be partly explained by Mr. Lowry having explored the lateral ravines, while Major Michael and Captain Beddome alluded to the trees seen on both sides of the ghaut. Considering that Government would require an exact report upon the present state of the forest before issuing orders on the subject, I directed Captain Beddome in my letter (E), dated 6th September 1867, No. 210, to proceed to Ponachi and to prepare a valuation survey; his Report (F) dated 29th September 1867, has just been received. He estimates the total amount of timber which can be brought down as follows:—

Left bank of Toracadoo.

	Tons.
Teak	2,500
Blackwood	1,500
	4,000

RIGHT BANK.—He states that "there are only a few teak Trees worth felling, and hardly a blackwood tree to be met with."

VANGUL VALLEY.—"Teak soon disappears, and all the forest is very poor."

14. The formation of the proposed Company for fifteen years as solicited, without careful restriction as to number and size of trees felled, and the area over which the operations are to extend, is tantamount to abandonment of the forest altogether. The preservation of the forests is only practicable by its remaining in the hands of the State, which alone can secure the proper treatment, and it may be here noted that the reservation of all Teak forests has been strongly insisted upon by the Secretary of State.

15. PROPOSAL TO FORM A COMPANY.—An agreement exists with Mr. Lowry individually, and it will be the desire of Government to act liberally in the matter, but if he cannot take advantage of his agreement, it seems to me very undesirable, in the interests of this department, to sanction the operations of a Company over which a very limited control can be exercised, in juxtaposition to our own establishment at Annamallay.

16. There is one remaining point. In the Order of Government sanctioning the permit to Mr. Lowry, the seigniorage on Teak and Blackwood is specified at two annas per cubic foot. Vengay is not specified, but in the first and second paragraphs of the prospectus it is included at one anna per cubic foot. This rate is so low that I do not feel justified in recommending it, but Vengay might be given at 2 Annas per cubic foot, which is still very low, the seigniorage of the district being 4 Rupees per tree, or at least 3 Annas per cubic foot.

17. I have had a personal interview with Mr. Lowry, who gave me the enclosed lithographed Report (G) of Mr. Carter, Railway Engineer, as to the present condition of the ghaut, and his estimate of the value of the wood standing in the Ponachi valley and adjoining, which is much greater than that of Captain Beddome.

18. If the Government decline to sanction the formation of a Company, and Mr. Lowry should be unable to carry out the enterprize with his own funds, I am prepared to recommend, from what I know of Mr. Lowry, that he should be engaged by Government to work this part of the forest on their account.

No. 507. ORDER THEREON, 25th October 1867, No. 2,517.

Forests, No. 14.

1. The Government observe that the condition of '*personal supervision*' by Mr. Lowry was the special ground on which in June 1865 they sanctioned the agreement with him, proposed by Captain Beddome, for felling and removing the Teak and Blackwood trees "in a very inaccessible valley above the Ponachi ghaut," and they certainly cannot at all consent to relax this essential condition.

2. They now learn, for the first time, with great surprise that the locality in question is one of two which, by G. O. 1st July 1863, on Major Michael's report on the Annamallays, forwarded by Captain Beddome, were specially reserved for Government purposes, and they desire to receive from Captain Beddome explanation of his failure to bring this fact to notice when reporting the agreement made with Mr. Lowry.

3. The terms of the agreement with Mr. Lowry cannot be conceded to a Company as he desires, but as his object in doing so appears to be the raising of funds for completing the road which he has commenced under the terms of G. O. dated 15th September 1865, No. 2,220, Revenue Department, the Government are prepared, in accordance with that Order, to take over the road from him, in view to its completion to the head of the ghaut, on the condition that Mr. Lowry relinquishes to Government his agreement for felling the timber which, it is observed, had no reference whatever to Vengay wood, although that timber is mentioned in the draft prospectus of the proposed Company, as if at Mr. Lowry's disposal equally with Teak and Blackwood.

4. The Government do not gather from the papers submitted, that the amount expended on the road up to the present time has approached the sum of Rupees 24,000, mentioned by Dr. Cleghorn. This amount, when named by Mr. Lowry, appears to include the cost of buildings, timber operations, &c., but in Mr. Carter's "*survey*," which was communicated by Mr. Lowry to Dr. Cleghorn, it is expressly stated that Mr. Lowry informed him that up to date (June last) he had "expended 7,000 Rupees on the road and elephant slip," of which Rupees 1,000 was an advance for which he expected to get work done.

5. Should Mr. Lowry, however, consent to relinquish the road with his timber contract to Government, the Superintending Engineer will be desired to inspect and value the work done, and Mr. Lowry will be at liberty to lay before him all the evidence he may hold as to its cost.

6. The Government consider that Captain Beddome is much to blame for executing any agreement in so loose a form, as that with Mr. Lowry, of which copy

has now for the first time been submitted to Government, and which is most vague as to locality, and absolutely unlimited as to time.

7. They desire that hereafter the limit of five years, named by Dr. Cleghorn, be strictly observed as the maximum duration of any similar agreement in the Forest Department, and that the local limits within which any such agreement is to operate be defined in the agreement as exactly as circumstances will allow.

8. The Government will await the results of the further communication with Mr. Lowry, and if he is willing to accept the above offer, the Conservator can bring forward his proposals for working the forest tract in question for Government, for which purpose the services of Mr. Lowry may doubtless be secured with advantage.

(True Extract.)

(Signed) W. HUDLESTON,
Secretary to Government.

To the Conservator of Forests.
,, the Board of Revenue.
,, the Department Public Works.

Exd. S. T. Augustin.

No 295

Office of Conservator of Forests
Madras 7th October 1867.

From

W. Telfair Esqre M.C.S
Conservator of Forests.

To

W. Sudlerton Esqre.
Secretary to Government &c. &c
Fort Saint George

Sir,

I have the honor to forward for the consideration and orders of Government, a letter to my address dated 26th June 1867 from R. S. Lowry Esqre Collector Plantain Ponachey (A) with a Prospectus of a proposed Anamallay Timber Company (B.)

2. The tract of forest where the proposed operations are contemplated is the Ponachey Valley in the South Anamallay Hills, and is marked on the smaller plot red in the map which accompanied Major Michael's Report of this little known region recorded in Proceedings of Government 1st July 1865 No 1154 Revenue Department. That officer first brought to the notice of Government the importance of this Alpine tract and proposed

have

para 13 that the two portions marked in red should be reserved forests.

3 A narrative of an exploratory tour in 1858 up this valley into the beautiful Highlands beyond, which are contiguous with the elevated plateau of Cochin will be found at page 289 of my "Forests of Southern India" and may be referred to for a description of the physical features of the country. The gorge of the valley of the Poonadee River, above which the Forest in question stands, is shewn in plate 13, Sketched by Col. D. Hamilton.

4. On 17th June 1865, an agreement was drawn up between Mr Lowry and Captain Beddome, copy of which is entered in the opposite page. This may be called a permit to remove fallen Teak and Blackwood timber from the Ponachey Valley and to fell Standing trees of not less than 4 feet in girth on payment of a Seigniorage of 2 Annas per cubic foot, leviable at foot of the ghat. The area is roughly defined "above the top

Forest agreement.

Agreement

In consideration of being allowed by the officiating Conservator of Forests, Captain Richard Henry Beddome to fell the Teak and Blackwood trees above four (4) feet in circumference and of being allowed to remove all fallen timber of the same kinds on the Ponachy Hills at a Seigniorage of two (2) annas per cubic foot. I Robert John Lowry do agree to fell only in localities above the top of the ghat (called the Ponachy Ghat)

1st The Road (Ponachy Ghat)

2nd The Forest work.

In submitting the terms of agreement for Sanctions, Captain Beddome stated that the Ponachy track was cut off by a difficult approach from the low country, which rendered export of timber almost impossible and considering the inaccessible position, he recommended a very low Seigniorage of 2 annas per cubic foot on Teak and Blackwood.

10. The first point seems to be whether Government should reimburse Mr Lowry for the work he has accomplished in constructing a road and Ghat or allow that gentleman to proceed with his undertaking which involves the formation of the said Company. The question is of great moment to all the Settlers (present and prospective) in the valley, now 5 in number, as well as to the Forest officer of the range, who must make his arrangement with the proprietor of the road. My own view is that Government should retain the control of all main roads and this is likely to be a communication of much importance, and Mr Lowry's character affords a certain guarantee that the work will be well done.

11. I requested Col: Walker Superintending Engineer (C) to give a professional opinion on the

the present State of the Ghat, that Government might have all the facts of the case before them. This he is unable to furnish at present (D) but he gives little hope of the cost of the road (24,000 Rs.+) up to date being met from Imperial allotments. The Forest Department also is not in a position to provide this sum although the resources of the valley would admit of a contribution towards it.

12. Supposing that funds are not forthcoming to reimburse Mr Lowry, the second question is what should be the action of Government in regard to the proposed Timber Company? I have already stated that the forest tracts marked in red in the map were wisely reserved in the first instance, and with the sanctioned extension of the Great Southern of India Railway, and the failure of negotiations with the Zamindiddy of Kolungode, the Forest Department is prepared to work the Ponachy forest, if the road difficulty can be arranged.

13. As to the value of the Teak timber Major Michael 1863. (loc. cit.) reported that "the trees are "one and all stunted in size and of no great value" Captain Beddome 1865 states that "many of the (Teak) "trees are past their prime, and there being much "fallen timber it is annually deteriorating in "value." The estimated value of the Teak and

Value of the Timber.

Blackwood in the proposed Timber Company's Prospectus and in Mr Carter's Report to Mr Staines the Secretary is much higher. The discrepancy is very great, it may be partly explained by Mr Lowry having explored the lateral ravines while Major Michael and Captain Beddome alluded to the trees seen on both sides of the Ghat. Considering that Government would require an exact report upon the present State of the Forest before issuing orders on the subject, I directed Captain Beddome in my letter (E) dated 6th September 1867 to proceed to Ponachy and to prepare a valuation Survey, his Report (F) dated 29th September 1867 has just been received. He estimates the total amount of timber which can be brought down as follows.

Left Bank of Toracadoo.

	Tons.
Teak.	2500
Blackwood.	1500
Total.	4,000.

Right Bank. He states that "there are only a few Teak trees worth felling and hardly a Blackwood tree to be met with."

Vaugul Valley. "Teak soon disappears and all the forest is very poor."

14 The formation of the proposed company for 15 years as solicited without careful restriction as to number and size of trees felled and the area over which the operations are to extend, is tantamount to abandonment of the forest altogether. The preservation of the Forests is only practicable by its remaining in the hands of the State which alone can secure the proper treatment and it may be here noted that the reservation of all Teak forests has been strongly insisted upon by the Secretary of State.

15 An agreement exists with Mr Lowry individually and it will be the desire of Government to act liberally in the matter, but if for reasons of public advantage of his agreement it seems to me very undesirable in the interests of this Department to sanction the operations of a company over which a very limited control can be exercised, in preference to our own establishment at Anamallay.

Proposal to form a Company

16 There is one remaining point in the order of Government sanctioning the permit to Mr Lowry the Seigniorage on Teak and Blackwood is specified at 2 Annas per cubic foot. Vengay is not specified, but in the 1st and 2nd paras of the proceedings it is included at one anna per cubic foot. This rate is so low that I do not feel justified in recommending it.

Letter from Lieut Hogdon.
Forwarding a letter from
Lt. Lewis. a Blanchan
for Assemblage. &c
a Extracts of a proposed
Indian Confederacy.

Dated 7. Oct 05.

Kaskaskias 5th Nov.

Ans 17. June 1805.
Capt Bradford &c &c
Encloses Lt Pikes Journal &
Letter with his Agency
Instructions to Lt. Lewis
permitting him to pass
down the Missisippi in a Batteau
with 10 Men. Lt Lewis
to meet him at the Illinois
Settlement. Capt Bradford
directed to furnish
Lt Lewis with Provisions
Powder Lead & Blankets
for his party & to furnish
him with a Pilot
if necessary. Lt Lewis
to pay a Dollar per Day
& Rations for each Man
for. The Provisions
&c.

It appears from the Journals
which Lt Pike left with
us as Major Nicholls
report that Lt Pike
set out in June 1805. &
Lt Lewis ordered to proceed.

The Agency Stores
were issued according to
the Invoice. & certificate
Capt B. & Lt Lewis
Receipts &c.

The Expenditure of
$ is over the first time
Appropriation is more than
by Letter & Estimate
of Jan.

Rec'd 1st July 1853 Nos 7. 8
- 15 Sept 1855 - 329. 330
- 30 June 1855 - 653-654

Rev. 1867
Book Ground Forest Department

From No. 2667.

The Conservator of Forests

To

The Secretary to Govt.
R. D
Fort Saint George

Dated 7th October 1867
Received 7th "

No 295

Enclosures. 8 Pers

Submits a letter from Mr Lowry with a Prospectus of the proposed Anamallay Timber Company and gives his opinion thereupon.

No 506.

Ent. Sept. 2517-25 Oct.

10 Rect 1867 R.A.

...that I do not feel justified in recommending it.

[illegible] and Common" all
[illegible] abovementioned
Counties" Back [illegible] Street
[illegible] Long [illegible] Lessees
aforesaid and [illegible]
[illegible]

Rec'd Land Office
[illegible] Rec'd Plat
and Field Notes of
[illegible] Survey
[illegible] Original Application
[illegible] W. Lowry.

Ord by Land Off. Refer'd
[illegible] Affidavit of
[illegible] assessment [illegible]
[illegible] & [illegible] instance that
[illegible] claimant did fall
[illegible] dispatch Land &
[illegible] abuse

Rec 22. Aug't 05. Hs.
Lowry applies & the Cert.
[illegible] Rec'd Robbins for his
Own Serv't particular in the
Survey of Muscle Shoals
[illegible] be surveyed & entered
by the Branch that after
the Commonly bills - Stating
that he was prevented

£5000 or £2000 and [illegible]
that the Road be begun
forthwith and finished
in 4 Years time.

Mr Long made no
mention of this matter
in his letter to the Lords
but stated that he had
purchased Land for
the planting Coffee &c
&c Amounting

to £15-15-5 Sterl.
pursuant to
Lieut Wm Lee's
Land for the Construction
of the Road. Drawing
of Plan & Estimate
of Expence of the Road
abandoning the Plan
laying £5-5- to each
of Commissioners. &
stating that by Reason
of Opposition & Mr Lee putting
a Stop to the Road being
carried through his
possession.

Sd his Excellency
of 26 June by Mr Long

Sd Lords Commissioners
Letter dated
Sd Lords Commissioners
Letter dated

approach the ... agreement
as the road had been designed
having in view the working
out the conditions ... & he
purposes to get ... timber
Company ... means
... sufficient to enable him
to complete.

He says "I have made
or am making a large expense
of some Rs 20000 ... the communic.
spirit of the agreement entered ... trusting that ...
... & myself ...
be acted on."

He protests against the literal
strict enforcement of the
condition of his "personal
supervision" — "as such a
reading of the agreement ...
cancellation ... would entail
on me the loss of the large
amount ... already
expended (some Rs 26000) ...
prepared ... to expend
in completing the arrang.
... worth be some Rs 100000
in all." "Sd. ... compiled
... this sickness or in
case of my death."

2/

In a kind of survey report
on the road work & timber
tract by Mr. Carter
... Railway ... of 27 June
... (Encl. 9 in ... letter).
Mr. W. Lowry himself
... it is
stated that "Mr. Lowry
informs me that up
to this time he has
expended Rs 7000 on
the road & elephant
ship. Rs 1000 of this
sum being an advance
for ... to
get work done."

Mr. Carter estimates
the cost of the ...
road ... ultimately
Rs 15000.

In the ... letters
... "the total
amount expended up
to date is Rs 26000."
but this remark is
made just after
mention of the
amount of road work

abandoning the plaintiff
from their proposed
publishing printed
of Dunbar selected. Stan
ish. by the Trustees
Company to the Board of
Managers stating.

I do not pretend
all the Books and work
has published out. Adams.
or that Mr Lowry &
Engraver & the Numbered
many thing like that from
for the publishers or ch.

Mr Clifton Capt Bridges
& Right & the proposed
Company & Mr in Boston
to Smith personal nature
of the agreement & Mr.
L. & I think this could
be done that the parties
understand this when the
agreement was made.
but it is Internatural
that Mr Lowry - the Subscribers
a perfectly respectable

Construction. Shd. Govt. be
able now to recognise the
fulfilment of the condition.
Thinks, finds that it
may prevent him from
taking advantage of
the agreement - or
raising the funds for
opening up a road to
his Coffee Estate.
Dr C. also points out
that the agreement only
refers to Dick &
Blackwood - Dick
the prospective deal-
also with the "Brigade".
Dr C. also suggests that
the opinion of the Govt.
Law officers may
be taken as to Mr L's.
power to transfer his
privileges without Govt.
concurrence. —
He is of opinion that
Govt. shd. obtain the
control of the road -
& states that if the
road difficulty can be

wrongful. the Penalty
is suspension from the
Church for ... what
if any? Children's Education
to Commence at Eight
Yrs. Every is made
a compact to Entertain
Each other friendly. &
is Expected to Recommend
that W. L. the Employer
is for the Worthy trust
for them.

Resolved that
for 10 years as nearly
as may be the Interest
Quarterly. & W. L. in the
Letter D. for Expenditure
15 years from Completion
of the Work 16 years
from this date. allowing
and the Journeyman
Workmen &c.

D. J. in the Letter Ld.
L. Exp 5 years to the maximum

Articles for Contract
or Agreement for
Selling Timber Land
in Fee Simple &c
Agreement in writing
&. in writing
in perpetuity
Valuable Consideration
in Consideration of
to in his Lifetime for
Cutting Timber.
Landowner to Speaks
Right "a Stump
in accordance the Valley
above the Branch
Point towards the
Lifter Tangent
to Common Landing.

Description
Part the Premises
The Company
Cannot be Limited
Part W. Lumpkin
Irregular Ground for

Same Parts of Mrs
opinion Wm

complaint &c. in the
Ds attorney ought to
be dismissed with
Costs & Ds attorney.

Sworn to be a
chemical affair
altogether - due to
over sanguine imagination
of Mr Lincoln
friends.

But notwithstanding the completion
of the work to be of importance
to the development of the
resources & riches of the
district - & that the
Defts & their Co-partners
& workmen carefully &
and although the Pltff might
be benefitted from a sound
& skilful working of the work work - paying
him for his labour
& valuation according
to his undertaking &c &
Contract - & the Lordship

See note
N. JP

Hooker sworn Carter
like - Shaver & Carter
being promoters sworn.
N.

Very like it - JP

certainly
JP.
N.

I swore to this
JP
N.

- after a few words between us before post time we might become advantageous -

See separate paper on this point.

I see no objection to this - Mr Lowry may choose whether he will take employment on these terms - and if does not agree to it himself he can make such arrangement as he thinks proper - he will then have to settle with Mr Lowry -

opinion of the Board as to costs. & that it should be completed gradually from Trust & Limited funds - the continuation from the first of the Start in the plans being taken out of the Local Fund -

Mr. Wright to have an Interest in Income his services for working the Mines & supply of Water if the latter is likely to reign his agreement in regard of Mr. Lowry taking Share of the Local Fund & completing

Mr. Lowry to have an Interest in Income his services for working the Mines & supply of Water if the latter is likely to reign his agreement in regard of Mr. Lowry taking Share of the Local Fund & completing

JB

JP

[illegible] Tract encompassing
[illegible] Line of the Property
[illegible] Plantation
[illegible] Creek Jurisdiction
[illegible] Part of Lot
[illegible] Lot
[illegible]

[illegible]

Britn Comd'l Co N Dist.
I do hereby Certify
that Major Hamlin and
Lt Steward Jr Lieut
[illegible]

[illegible]

[illegible] Deed
Blackwood
describing
[illegible]
[illegible]
personal Estate
[illegible] purchased
[illegible]
by Trust Deed
[illegible]
[illegible]
[illegible] Lots
[illegible]
[illegible]
for [illegible]
[illegible]
[illegible]
[illegible]
[illegible]

The right for Keeping
Contract & Completing
the Road for Govt.

[illegible]

N.

I most heartily concur in the general tenor
of the remarks made by my colleagues on the
question of Mr Lowry's contract and of
his present proposal to transfer his rights
& a company. The contract is to
independent of the with reference to area
and time and, I fear, with regard to
price that it is almost as cumbersome
that Mr Beddome should have remarked
it and that Govt should have decided
it. Our object ought to be by every
means in our power to retain our steps
and obtain control over the valuable
tract, valuable with reference to
water and water supply.
I would recommend that by buying
Mr Lowry the money he has actually

expended at once qui cuts. Nearly
early to be done by a forced sale of
timber of which the Govt. possess an
immense quantity at the ground in the
Australian & elsewhere. —

Having done this I would remit the
fair proposal Upon coming by
every resource of law and I would not
disdain to negotiate a compromise
with Mr. Lowry on the terms of employing
him in the Forest Dept. He is both
a most enterprising character and
local information. He might be very
useful and if he turns out ill, as Mr
J. Pigott shews, he can be discharged.

I apprehend that the finances of
the Provinces are very highly flavored

and the article respecting Vergay, inserted
to swell the profits of the project, is downright
dishonest. In any case I am unable how
consistent to sell the Vergay. The Teak &
Blackwood might be cut out but all
without denuding the ground but if you
add the Vergay the soil might be
actually a dead loss, bare of the
water conservancy services affected. —

Let us by all means secure the road
and if possible the wood by resisting
& conciliating Mr Lowry & the
same time. N.

1

Mr Lowrys contract

N

Mr Lowry may be a man of much respectability, but he is a sharp practitioner in money matters as shown in some correspondence with Col Walker about a distribution of Court House 2 years ago—

It is to be regretted that Captain Beddome should have entered into so ill advised a contract but what, in fact, as now appears, is a power to Mr Lowry to sell & remove without limit as to time or area— Mr Vast-castle of Lemery that Mr Lowry has secured from Captain Beddome under this ill framed and indirect agreement; & would by no means abandon the 500 eighth to the pound of flesh reserved in his walk by the unexpected for Mr Lowry's personal supervision in all selling operations and would decidedly refuse to recognize, when pressed by a company, that privilege which was conceded to him alone, omit to Captain Beddome knowledge of Mr Lowry's character & last credentials.—

I would rest this refusal for the very respectful information we possess as to the capabilities of the Quamullays. To make over at the present time, badly informed as we are as to what may be under these

the first time with great surprise

splendid Hills, the foot-
ashore-in a large portion
of the best part of them
would be bruise on a little
scale the Devashola &
heavy predicament. — It
then for appears to me to be
advisable to adopt-such measures
for taking possession of the
road made by Mr Lowry,
on the conditions laid down
when he commenced it. but
I consider that the first step
to arriving at a safe estimate of
the value of the work would
be to call on Col Walker to
inspect & value it or to send
one of his best worthy subor:
to do the same. — I should
read the correspondence

as meaning that 24000 Rs shall
been expended on the road
itself and I should-lay-out
stress on the lithographed sheet
of the Letter wh has doubtless
been printed & which says
"Contingencies 20%" to catch the
unwary men of money in
Southern India & drawing
them into the net of the
Anamalay Forest Company.

I should be inexpedient
to allow Mr Cleghorn to mix
the subject of Mr Lowrys em:
ployment-in the public service
with the subject of the road
& his agreement has finally
been closed. The fact that
public employment was
offered to him as a compromise
to get the Govt out of the
dilemma in which they
have been pushed by Mr
Lowrys embarrassments like Shaundys

#

Lieut Officer Commanding
Wynaad, Malabar
in Council & encl
Letter from Acting Asst
Collector Wynaad
dated 10th Feby 1854

2 or pretended to feel

Revenue Depart^t

No. 2517.

Proceedings of the Madras Government under date the 25th Octr 1867.

Read the following letter from the Conservator of Forests—

Submitting a letter from Mr Lowry with a Prospectus of the proposed Anamallay Timber Co and giving his opinion thereupon.

(Here enter 7th Octr 1867. No 2951.

The Govt observe that the condition of "personal supervision" by Mr Lowry was the special ground on which in June 1865 they sanctioned the agreement with him proposed by Captain Beddome for felling and removing the Sak and Blackwood trees" in a very inaccessible "valley about the Poradhi "flat," and they certainly cannot at all consent to relax this essential condition.

They now learn for the first time with great surprise

N. GP WH

10 Oct 1867 R.M.

surprise that the locality in question is one, of two which, by G.O. 1st July 1863 on Major Michael's report on the Anamullays, forwarded by Captain Reddome, were specially reserved for Govt purposes, and they desire to receive from Captain Reddome explanation of his failure to bring this fact to notice when reporting the agreement made with Mr. Lowry.

The terms of the agreement with Mr. Lowry cannot be conceded to the Company as he desires - but as his object in doing so appears to be the raising of funds for completing the road which he has commenced under the terms of G.O. dated 15th September 1865, No. 2220, R.D. - the Govt are prepared in accordance with that order, to take over the road from him in view to its completion to the head of the Ghat - on the condition that Mr. Lowry relinquishes to Govt his agreement for felling the timber which, it is observed, had no reference whatever to Bengay wood although that timber is mentioned in the prospectus of the proposed Company - as if at Mr. Lowry's disposal equally with teak and Blackwood.

The Govt do not gather from the papers submitted that the amount expended on the road up to the present time has approached the sum of Rs. 24,000 mentioned by Dr. Pleghorn. This amount when named by Mr. Lowry appears to include the cost of buildings, timber operations, &c. - but in Mr. Carter's "Survey" which was communicated by Mr. Lowry to Dr. Pleghorn, it is expressly stated that Mr. Lowry informed him that up to date (June last) he had "expended 7,000 "Rs. on the road and Ele- "phant slip" of which Rs.

Rs 1000, was an advance for which he expected to get work done.

Should Mr. Lowry however consent to relinquish the road with his timber contract to Govt. the Supt. Inguells will be desired to inspect and value the work done, & Mr. Lowry will be at liberty to lay before him all the evidence he may hold as to its cost.

The Govt. considers that Captain Reddome is much to blame for executing any agreement in so loose a form, as that with Mr. Lowry, of which copy has now for the first time been submitted to Govt., and which is most vague as to locality and absolutely unlimited as to time.

They desire that hereafter, the limit of 5 years named by Mr. Leghorn be strictly observed as the maximum duration of

of any similar agreement in the Forest Department, and that the local limits within which any such agreement is to operate be defined in the agreement as exactly as circumstances will allow.

The Govt. will await the results of the further communication with Mr. Lowry, and if he is willing to accept the above offer the Conservator can bring forward his proposals for working the forest contract in question for Govt., for which purpose the services of Mr. Lowry may doubtless be secured with advantage.

13 Copies Letter Conservator of Forests Despatch 28
14 Copies of the Agreement
21 ———

E. C. Bell

Revenue 1867 Dec/1st
Pro of Govt of Madras

No 2517

Pro of the Madras Govt
D/25 October 1867

From Offg Consrv of Forests
D/20 December/67 Chittoor
in 90-23 Jany/68 No 197

No 506-507