

# Local & Munl. (1895) Department.

MISCELLANEOUS.

G.O., No. 1100 L.

DATED 26<sup>th</sup> June 1895

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[Despatch Abstract.]

Ferry.

Approving, with remarks, the proposed arrangement for the management of the Rajahmundry steam ferry by the East Coast Railway during the current and the next faslis.

# BACK PAPERS.

| G.O. | No. | Department. | Date. | G.O. | No. | Department. | Date. |
|------|-----|-------------|-------|------|-----|-------------|-------|
|      |     |             |       |      |     |             |       |

# FURTHER PAPERS.

| G.O. | No. | Department. | Date. | G.O. | No. | Department. | Date. |
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|      |     |             |       |      |     |             |       |

*Urgent*  
1895

Local Fund Department  
Local & Municipal Dept.  
From CURRENT No. 1689

The President

District Board, Godavari

Refon Cur. No. 1037 of 95  
DB

Dated 14 June 1895  
Despatched  
Received 18 JUN 95

En. 3

Subject,

Submitting Dist Board's resolution  
No. 1/25.5.95 and requesting  
to sanction the arrangement  
made for the management  
of the Rajahmundry Steam  
ferry by the E. C. Railway  
during the current and the  
next year.

2523 Lh 22-11-95

Am  
mis  
order d/26.6.95

The proposed arrangement is  
approved, but in view of the provisions  
of clause II of the agreement,  
the Government considers that  
the Board should fully insure its property  
against damage by fire.

CGI  
23.11.  
26/6/95.

The following telegram may be des-  
patched to the President from Oota-  
Camund direct as soon as the order is passed.

"Proposed arrangement for managing  
Rajahmundry Steam ferry is approved"

CGI  
20.11.

It is doubtful if the Board are wise to accept  
all liability for damage by fire (clause II of the  
agreement) without any conditions, since this  
might be caused by carelessness of the Railway's  
servants.

I think this is certainly a weak  
point in the agreement: also  
that the agreement may be  
renewed indefinitely at the same  
rate. The chances are that the  
E. C. R. will be the future ferry  
operator.

22/6/95 - A good deal more than it does.  
The Pres. Dist. Bd. Godavari

(With order)

C.21/6

Despatched 1/7/95

19/6 Aug/6

To

The President and Members of the  
District Board, Godawari

Gentlemen,

We, the members of the Sub-  
Committee appointed to advise the Board on what  
terms the Rajahmundry Steam ferry may be worked  
from 1<sup>st</sup> July 1895—the date of the termination  
of the existing arrangement with the East  
Coast Railway—have the honour to report as  
follows:—

From the statement marked A it will  
be seen that all that the Board has earned for  
the first half year including the return at  
6½ per cent on the outlay on the ferry steamers  
is only Rs 1,331.2.7, while statement B shows  
that the net income from the ferry during  
the previous year was Rs 5,841. In the face  
of these unsatisfactory results, we cannot  
possibly recommend the renewal of the  
present arrangement for the next Fasli  
and

and on a full discussion of the question with Mr Pope, the Traffic Superintendent we have come to the conclusion that it would be fair to both parties to fix the rent for the next year at Rs 6000 - which represents approximately 10 per cent of the estimated value of the Steamer - all the other conditions being set forth in the draft agreement herewith annexed.

We have also availed ourselves of this opportunity to adjust the differences between the Board and the Railway as regards the basis on which the share of the profits due to the Board is to be determined. The accounts kept by the Railway Department require close examination to ascertain correctly the reasons for the large falling off shown in the Statement of account furnished to the Board. We are not sure that such examination will lead to any practical or useful results. After giving the subject our anxious consideration, we feel

feel we will be justified in recommending to the Board to accept the offer made on behalf of the Railway to pay a lump sum of Rs 5000 in full settlement of account with the Board for the current Jasli, and thus put an end to the controversy going on between the two Departments in reference to the said account.

We have the honor to be,  
Gentlemen,

Your most obedient servant,

/s/ U. A. Brodie

/s/ B. Venkatarao

/s/ C. Venkatarao

/ True Copy /

/ Venkatarao

Vice President, D. H. B.

14.6.

Memorandum of the terms agreed  
to between the Manager of the East Coast  
Railway and the President District Board  
Godavari as regards the working of the  
Rajahmundry Steam ferry:-

1. That the said President District  
Board, Godavari, hereby lets to the East  
Coast Railway all the rights owned  
by the Dist Board, Godavari, in the  
public ferry known as the 'Rajahmundry  
Steam ferry, together with the Steam vessel  
called the 'Dorothy' and the 'Helen' and  
all the machinery and plant appertaining  
thereto valued approximately at Rs 57,818-0-0,  
and usually employed by the said Board  
in working the said ferry, for a term of  
one year to be computed from the 1<sup>st</sup>  
day of July 1895, at the rent of Rs 6000  
for the said term, payable at Cocanada  
in two equal instalments on 1<sup>st</sup> July 1895

3  
16/9/95

and 15 January 1896.

2. That proper and necessary crew and establishment shall be engaged and retained by the said East Coast Railway for the efficient working of the said ferry steamers during the said term.

3. That all expenses and costs incidental to the management of the said ferry be borne by the said East Coast Railway.

4. That the rent herein before reserved shall be paid to the credit of the District Board, Godavari, on the days and in the manner aforesaid, with interest in case of default at 6 per cent per annum until the date of payment.

5. That, during the said term of one year, the said ferry shall be worked by the East Coast Railway subject to the rights created in favour of and the obligations imposed upon the said District Board, Godavari.

Godavari, under the provisions of Act II of 1890 (Madras Canals and Ferries Act) and I of 1884 (Madras Local Boards Act) within such limits as are or may hereafter be prescribed by the Governor in Council.

6. That only such or lower tolls and fees as are or may hereafter be fixed by the Governor-in-Council shall be levied.

7. That no tolls shall be levied in those cases which are or may from time to time be exempted by the Governor-in-Council or by the President, District Board, Godavari, from payment of such tolls.

8. That all such rules and regulations now in force or which may from time to time be framed by the Governor-in-Council under the powers vested in him by the Madras Canals and Ferries Act II of 1890 be strictly conformed to by the East Coast Railway in the management of the said ferry.

9. That the said President, District Board, Godavari.

Godavari, or such other officer as may be deputed by him may, at all reasonable times, during the said term enter upon the said premises to inspect the same and satisfy himself that the Covenants above set forth are duly observed in the working of the said ferry, and the East Coast Railway shall afford all reasonable facilities for such inspection.

10. That the said East Coast Railway shall keep the said steamers and their machinery and plant in good condition and complete repair, and without any alteration except such as the President of the said Distt Board, Godavari, or his Successor in office shall approve of.

11. That, at the expiration of the said term, the East Coast Railway Covenants to yield up the ferry and the steamers and their machinery and plant unto the said President, Distt Board, Godavari

or his Successor in office in as good state, Condition, and repair as they now are, reasonable wear and tear and damage by fire or tempest or such other Act of God being excepted.

12. That on any breach or non observance of any of the Covenants herein before contained, the said President, Distt Board, Godavari, or his Successor in office may re-enter upon the said premises and repossess and hold the same as if this agreement had not been made, and the manager of the East Coast Railway Covenants with the said President, Distt Board, Godavari, to indemnify the Board against all damages that may be caused by any such breach or non observance, any such re-entrance notwithstanding.

13. That Should the parties to this agreement desire to extend the term of this lease, the said lease be renewed on the same rent, Conditions

and Covenants as above set forth.  
 14. That in full Settlement of the share of profits which the East Coast Railway has to account for to the said District Board, Godavari, in respect of the earnings of the ferry for the Current Fasli 1304 and in full satisfaction of all claims raised by the Board in settlement of that account, the President of the said Distt Board, Godavari, hereby agrees to accept a sum of Rs 5000 (Five thousand), the said amount being payable at Cocanada on the 1<sup>st</sup> July 1895.

15. For the Current year also the ferry shall be worked on the same conditions and terms as have been arranged for next year - the existing agreement being, by mutual consent, cancelled.

(sd) V. A. Brodie

16/8/95 / True Copy /

/ Venkataratnam

16.6. Vice President, Distt Board

Extract from the Proceedings of the District Board Godavari passed  
 Cocanada  
 at its meeting held at ~~Bijapur~~ on 25. 5. 1895;

\* Present \*

1. Mr. C. Venkataratnam Esq. Vice President, Distt Board
2. " P. Srinivasarao Pantulu Esq. Asst Inspector of Schools, II Division
3. " K. Narasimham Pantulu Esq. Tahsildar of Ramachandrapur
4. " C. Sektaramayya Esq.
5. " D. Chinnu Jagannadharaja Esq.
6. " D. Seshasairam Esq.
7. " D. Kesavarao Sawaiy Esq.
8. " V. Ramayya Esq.
9. " B. Venkatarao Esq.
10. " A. Padmanabham Esq.
11. " P. Venkatachela pati Esq.
12. " Ch. Venkataratnam Esq.
13. " P. Panakaloro Esq.
14. Mahomed Abdur Rahman Sahel
15. Montari Mahomed Wahidul Sahel
16. Musshi S. Mahomed Yacoob Sahel

1. Read Correspondence with the telegram dated 13<sup>th</sup> Inst and letter No. — from the Traffic Superintendent, East Coast Railway, informing that the Manager, E.C. Railway, confirms the arrangement arrived at between the Traffic Superintendent and the Sub Committee appointed by the District Board at its last meeting in connection with the working of the Rajahmundry Steam ferry, during the current and next faslis.

The Board approve of the arrangement recommended by the Sub Committee as embodied in the draft agreement.

1811 C. Venkataratnam  
Vice President

1 True Schaefer /

1 Venkataratnam  
Vice President, Dist Board

Pr. 14.6.

GODAVARI DISTRICT.

BOARD OFFICE 14.6. 1895.

Ref. on Cn No. 1037 of 95  
SB

FROM V. A. Brodie Esquire  
President

District Board Godavari

TO

The Chief Secretary to Government,

Local and Municipal Department,

Madras.

SIR,

In submitting herewith a copy of the District Board's Resolution No. 25.5.95, I have the honour to request that Government will be pleased to sanction the arrangement made for the management of the Rajahmundry Steam ferry by the East Coast Railway during the current and the next faslis.

2. Copies of the Sub Committee's report and the draft agreement referred to in the Resolution are enclosed.

3. As the arrangement is to come into effect at once, I request that

orders

orders on this Subject may be intimated  
to me at a very early date.

I have the honor to be,  
Sir,

Your Most Obedient Servant,

1st/ V. A. Brodie

President

1 Vice President

Vice President Dist Board

Pr. 14. 6.

When given for copying \_\_\_\_\_  
When copied \_\_\_\_\_ } 189 .  
When examined \_\_\_\_\_  
When signed \_\_\_\_\_

READ AGAIN G.O., No.  
189 ,

DATED

CURRENT No.

ENCLOSURES TO G. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS TO BE FILED UP, BEING MEANT FOR DESPATCH  
ORIGINAL.

N.B. -

A = Copy in full.  
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