M.R.O. 1—88,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

Com. 24-11-57

G.O. No. 2456 Press / Mis.

120.22

Dated 23—11—1957

Not to be folded or roughly handled

Read the following papers.

No. 120. Extract from the Minutes of Consultation in the Financial Railway Department, dated 17th October 1857, No. 500.

Read the following Memorandum from the Officiating Consulting Engineer for Railways, dated 6th October 1857, No. 343.

The Officiating Consulting Engineer for Railways has the honor to forward to the Acting Chief Secretary to Government the correspondence, noted below, regarding the Ferries intersecting the Line of Railway in the District of Malabar.

From Agent and Manager,	No. 721,	dated	10th	September	1857.
To do.	„ 815,	„	12th	„	„
To Collector of Malabar	„ 175,	„	12th	„	„
From do.	„ 4458,	„	21st	„	„ with accompaniments.
To Agent	„ 847,	„	1st	October	„

(Signed) C. C. JOHNSTON, Captain,
Officiating Consulting Engineer for Railways.

From Major T. A. JENKINS, Agent and Manager of the Madras Railway Company; to Lieutenant Colonel T. T. PEARS, C. B., Consulting Engineer for Railways, dated 10th September 1857, No. 721.

SIR,

I have the honor to acquaint you that the Chief Engineer has brought to my notice that the Ferry Contractor on the Malabar coast, Govindo Menon, is throwing serious impediments in the way of the execution of our works, by demanding not only most exorbitant terms as a Contract for the transit of workmen to our work, but requiring that they should proceed by Ferries, in most cases three miles round.

2. You are aware that in the construction of Bridges and Works upon the Line, it is indispensably necessary that men employed thereon should be conveyed from point to point in the most direct Line, and that much time would be lost by having to proceed by the established Ferries.

3. I therefore request that you will have the goodness to submit to the Government for their approval, that this Company be allowed to establish Ferries within our own proper bounds, leading from point to point of the Railway, under the clear understanding that they are to be confined to the conveyance of parties employed upon the Works.

From Lieutenant Colonel T. T. PEARS, C. B., Consulting Engineer for Railways; to Major T. A. JENKINS, Agent and Manager of the Madras Railway Company, dated 12th September 1857, No. 815.

SIR,

As it does not appear from your letter. No, 721, dated 10th Inatant, that any communication was ever made to the Civil authority of the district regarding the impediments stated to be thrown by the Ferry Contractor Govinda Menon, in the way of the execution of your works; I have the honor to suggest, prior to the submission of your application to Government, the propriety of your communicating with the Acting Collector of the District upon the subject of the Ferry Contract and obtaining his opinion on the same.

2. The Collector will be duly informed of the suggestion now made to you.

From Lieutenant Colonel T. T. PEARS, C. B., Consulting Engineer for Railways; to W. ROBINSON, Esq., Acting Collector of Malabar, dated 12th September 1857, No. 175.

SIR,

I have the honor to forward copy of a letter* from the Agent and Manager of the Railway Company, bringing to notice the impediments thrown in the way of that Company by the Ferry Contractor Govinda Menon in the execution of their works by his demanding exorbitant terms for the transit of workmen, &c., and requesting the sanction of Government to the Railway Company, establishing Ferries within their own bounds, but before submitting this application to Government, I shall feel obliged by your favoring me with your opinion on the subject at an early date, and also by your informing me whether or not the Contractor may not, consistently with the terms of his Covenant with Government be required to establish Ferries at any point or points within his limits to and from wihch the inhabitants of the Country seeking employmemt may require such means of transit.

* No. 721, dated 10th September.

2. I may add that the Agent and Manager has been advised to communicate direct with you upon the subject of the Ferry Contract.

From W. ROBINSON, Esq., Acting Collector of Malabar; to Lieutenant Colonel T. T. PEARS, C. B., Consulting Engineer for Railways dated Cochin, 21st September 1857, No. 4458.

SIR,

With reference to your letter, dated 12th Instant, I have the honor to forward copies of letters* which have passed on the subject of the Ferries of Malabar.

No. 175.
* To Mr. Fenwick, dated 24th August 1557.
From do. do. 27th do.
„ the Ferry Contractor, dated 2nd September 1857.
To Board of Revenue, dated 11th do. do.

I will only add that it is due to Govinda Menon to state, that the allegations preferred are exaggerated. He performed his late Contract with the Railway Company though at a ruinous loss. It was one which he had ignorantly acceded to during his late lease, and was entered into when the Railway works and Establishment were on a small scale 3 years ago. On the recent renewal of the lease he offered through me to accede to any reasonable arrangement, or to refer the matter to a Panchyet, even offering to put on boats at the spots desired by the Resident Officers. Mr. Fenwick's offer was I considered wholly illiberal and the negociation failed. The Railway dependants, &c., at first acquiesced in the practice of the District and paid when crossing the Ferries, then, as the correspondence will shew, without even notice to me, the Railway Officers put in their one Boats and are playing Ferries themselves to the great detriment of the Contractor and Public (the Ferry receipt forms a local fund for the improvement of communication) interest.

As stated in my letter, it may be best to let this arrangement stand as the traffic is becoming heavy, and of a nature for which Contractor's boats are not so suited, but the abuse, even now very extensive, must be carefully prohibited.

From W. ROBINSON, Esq., Acting Collector of Malabar; to G. H. FENWICK, Esq., Resident Engineer for Railway, Beypoor, dated Calicut, 24th August 1857, No. 4189.

SIR,

The Ferry Contractor reports* that subordinates of your department have placed boats at certain spots on the rivers, the Ferries of which are let to him and are plying these boats for the use of persons who formerly paid at the Ferries. I have the honor to request that you will kindly put a stop to the practice or afford an explanation of it.

* Dated 3rd and 7th Chingom 1032. 18th & 22nd August 1857.

Cadaloondy Tiroopandy.

From G. H. FENWICK, Esq., Resident Engineer for Railway; to W. ROBINSON, Esq., Acting Collector of Malabar, dated Beypoor, 27th August 1857, No. 210.

SIR,

I have the honor to acknowledge the receipt of your letter of the 24th Instant stating, that, the Ferry Contractor had made a report that my subordinates have placed boats at certain spots in the Rivers, the Ferries of which are let to him. I beg to inform you that agreeably to my instructions from Madras, I have established within the widths of the Railway River crossing, the boats in question for the purpose of conveying the Workmen and materials across the Rivers of Kudloondy, Pirror and Thoota, at Kudloondy in particular, we are conveying large quantities of materials across, and if we are not allowed to do so the whole of the work must be stopped at a serious loss, of both money and time, to the Company.

From KUTTAYAT GOVINDA MENON, Ferry Contractor; to W. ROBINSON, Esq., Collector and Magistrate of Malabar.

SIR,

In consequence of my representation of the matter of the Railway people employing their private boats, without payment of the regulated Ferry Toll, in crossing the Cadaloondy and other Ferries which are included in the lease obtained by me from the Government for a term of three years; you were pleased to call upon the Railway Engineer, Mr. Fenwick, for explanation on the subject, and to tell me the day before yesterday that as it appeared from Mr. Fenwick's answer that such crossing was in accordance with the orders received from Madras, it was your intention to make a report to the Presidency on the matter in question; and you were further pleased to require me to afford an explanation, should I have any, on the loss occasionable by the instructions which may perhaps be issued to them to the effect that the boats of the Railway people cannot be prevented from being employed in the manner above shewn.

Therefore, I have now taken the liberty to submit the following circumstances.

The Railway people had likewise on a former occasion when the abovementioned Ferries had also been leased by myself, created a like dispute withholding payment of Toll, and attempted at a like employment of their own boats, which the then Collector and Magistrate having fortunately prohibited, we came to an agreement between ourselves as to the amount of Toll payable to me by them; but subsequently, they used to Ferry over much more men and things than they bound themselves to do by virtue of that agreement, and I became, as the necessary consequence, a looser of nearly 10,000 Rupees.

You are aware that, on my now taking again the same Farm in Auction for a high consideration, from a belief that the Railway people would be paying me the regulated rates after the expiration of the period for which I had contracted with them, they intimated to me by letter that we should enter into a stipulation as we had at first done; and that we have also appeared before you and discussed the matter but without avail, for we could not agree on the point of the amount of Toll.

Afterwards they wrote to me a letter offering to pay the regulated rates, and they accordingly did commence the payment.

Besides, I have already made a sub-lease of all the above said Ferries for the same term of three years, with the expectation that if the Railway people should continue making such payment, I would be able to realize an amount which would be sufficient to meet the Government demand on me as well as the loss I had formerly sustained.

Should the Government approve of the attempt made by the Railway people at interruption of my conduct of the Ferry Farm on the settlement of every question connected therewith, I beg to submit that I will not only be deprived of all means of averting any loss, but will likewise become liable to the heavy legal prosecutions of my sub-renters for the amount of their anticipated gain of which they shall be deprived. Wherefore my humble and chief request is that final

orders may be passed that the Railway people should pay the same regulated rates which they formerly continued to pay, of their own accord.

But should, for any other important reasons, orders be issued from the Presidency that this request cannot be complied with, and that so much of the Lease as effects the interests of the Railway Company, be expunged, it will be indispensably necessary to act up to the terms proposed and settled with regard to the Railway on the occasion of my taking that present Lease, and I accordingly declare my assent to the just ascertainment by a punchayet, of the loss that will result from my being deprived of the amount, leviable from the Ferries in question, as well as to the deduction of such loss from the Rent payable by me to Government.

Under the foregoing circumstances, I humbly request that, you will be pleased to report to the Presidency the contents of my present address likewise, and guard me against the loss under reference.

From W. ROBINSON, Esq., Acting Collector of Malabar; to J. D. SIM, Esq., Acting Secretary Board of Revenue, Fort Saint George, dated Cottaparamba, 11th September 1857, No. 143.

SIR,

I have the honor to submit with reference to paras: two and three of my report* on the sale of the Ferries, the accompanying correspondence with the Resident Engineer of Beypoor, &c.

Dated 2nd July 1857.
* To Mr. Fenwick, dated 24th August 1857.
From do. do. 27th do. do.
From the Ferry Contractor, 2nd September 1857.

2. During the period of the late case the Madras Railway Company paid a fixed sum of Rupees 25 per mensum for the free use of the Ferries of the District through which the Rail passes. The arrangement was made before the Railway business had reached the dimensions it has now attained and the contractor was undoubtedly a very heavy looser by his contract.

3. The Lease was for those years Rupees 6,476 per annum.

4. On the understanding that the Railway Company would continue to pay at the Ferries; Lease for the next 3 years of those Ferries likely to be affected by the Railway, went for Rupees 8,000 per annum. After the Lease was taken, I endeavoured to arrange matters between the Resident Engineer and the contractor, but the former I consider offered too small a sum and the latter perhaps was rather exorbitant in his demand, and the negociation failed. And the Railway Company's people paid like others at the Ferries.

5. From the accompanying correspondence, I gather that the matter has been referred to Madras and the Local Officers have been directed to put on boats within their own boundaries and between their accommodation roads for the use of their own people, Stores, &c. &c., and this they have done to the material detriment of the Ferry Contractor's interests.

6. The Company had paid up to this time and were prepared to have entered into an arrangement again. Both we and the Contractor were therefore justified in calculating on a continuance of the profits from this source when the Ferries were put up.

7. I have not the Company's Contract by me, but I am inclined to think that it will bear the construction now put on it. The fee simple of the line being made over to them by Government, they are clearly entitled to make free use of it, and I think that although they may not be entitled to use the existing Ferries free of Toll, yet if they ply their own boats for their own purposes and across water where they are about to carry Bridges, the right to do so cannot be combated.

8. On this point the Board will have means of forming an opinion. Should it be adverse to the Contractor's claim, it will be further necessary to decide what is to be done. The rates of the present lease cannot be maintained.

9. The easier and simpler plan were to put the Ferries up to sale again, giving the Contractor the benefit of the new and reduced rates from the date of the Railway Company putting on their own boats. This is the plan I should advocate. The other plan which the Contractor would wish to have adopted were to refer to a Panchayet to settle between the Government and Contractor or to the reduction to be allowed on account of the change in the policy of Madras Railway Company without putting him to the inconvenience, &c., of a second auction. The objections and embarassment likely to occur in adopting this plan will be obvious to the Board, but perhaps the Contractor may be considered entitled to this indulgence.

From Captain C. C. JOHNSTON, Officiating Consulting Engineer for Railways; to Major T. A. JENKINS, Agent and Manager of the Madras Railway Company, dated 1st October 1857, No. 847.

SIR,

A consideration of the correspondence noted in the margin, which is forwarded for your perusal, and obliging return, has led me to the conclusion that the Railway Company have an undoubted right, within the limits of the line made over to them by Government, to work Ferries for their own special purposes, and I have the honor therefore by order, in reply to your letter No. 721 of the 10th Ultimo, to convey to you authority for a continuance of the system which at present obtains, as reported by Mr. Fenwick.

From the Acting Collector of Malabar, No. 4189, 24th August 1857.
„ 4458, 21st September 1857.
From G. H. Fenwick, Esq., No. 210, 27th August 1857.
From Kuttayat Govinda Menon (no date.)

2. The Acting Collector of Malabar in his letter No. 4458, of the 21st September 1857, observes that the privilege is now very extensively abused, but advance no instances of its having been so. It will be well however, to caution the Resident Engineers to carefully guard against abuses, and to confine the working of the Ferries entirely to their own purposes.

It appears from these papers that, on the 10th September last, the Agent requested the Consulting Engineer to submit for sanction of Government a proposal that the Railway Company might be permitted to establish Ferries in the Malabar District, "within their own proper grounds, "leading from point to point of the Railway," and with the understanding that parties employed on the works alone shall be conveyed by them. From the correspondence Colonel Pears deemed it proper to enter into with the Acting Collector, it appears that the system for which approval is asked has obtained for some little time, a point which the Railway Agent must have been perfectly aware of, though he passes it over in silence.

Mr. Fenwick's letter to Acting Collector on the complaint of the Native Ferry Contractor, dated 27th August 1857.

Colonel Pears has left the country, and his successor in his letter which closes the correspondence, observe that the right to work Ferries in the limits specified must undoubtedly be conceded to the Company, an opinion in which the Government concur.

2. From Mr. Robinson's letter to the Board of Revenue, dated 11th September, it seems that, formerly, when the Railway Works in the District were comparatively of an insignificant character, the Company made its own bargain with the Contractor for the use of his ferries; but that, now, the two parties having failed to come to terms under the extension of the Railway, the Company has been led to question the Contractor's title to be the sole worker of Ferries throughout the country. That he cannot interfere with the construction of Ferries by the Company within the limits of the works carried on by the latter, the Government, as before observed, consider indisputable. But the question of how far his tender for the Ferries of Malabar may have been raised owing to contrary expectations held out to him by the local authorities, (who appear to consider him ill treated at the hands of the Company,) and how far, consequently, he may be entitled to a reduction of the terms of his Contract, are subjects which will remain for consideration in the Revenue Department.

(Signed) H. FORBES,
Acting Secretary to Government.

No. 121. Extract from the Proceedings of the Board of Revenue, dated 4th November 1857, No. 3765.

In Consultations, 4th November 1857. Read letter from the Acting Collector of Malabar, dated 11th September 1857.

(Here enter No. 143.)

Resolved that the foregoing letter be submitted for the orders of Government with regard to the claim of the Railway Company to employ their own boats in conveying their workmen and Stores across Ferries intersecting their line.

2. Previous to the current lease of the Malabar Ferries the Railway Company had by private agreement arranged to pay the Contractor Rupees 25 monthly for the use of the Ferries crossed by their line. Their business when this arrangement was effected was comparatively small and its subsequent increase caused considerable loss to the Contractor. Under the expectation that the Company would continue to pay for the use of the Ferries, those affected by the Railway let for Rupees 8,000 per annum instead of Rupees 6,000 as before.

3. The Acting Collector after the leases were concluded endeavoured to arrange matters between the Railway Company and the Contractor but failed owing to the former offering too little and the latter demanding too much. The Railway Officers then paid for the use of the Ferries like other parties but under instructions apparently from their authorities at Madras they have now determined on plying boats of their own within their boundaries for the conveyance of their stores and workmen. The Contractor now claims compensation in the shape of a reduction of his rents for the consequent loss.

4. Independent of any express stipulation which the Railway Company contract may contain, the Board agree with the Acting Collector that where the line made over to them by Government is intersected by rivers they have a right to establish boats, for their exclusive use until they construct bridges, at the same time the Contractor has an equitable claim to compensation as the amount of the Rents was affected by the supposition that the Company would pay for the use of the Ferries.

5. The Acting Collector proposes two modes of adjustment viz., to put the Ferries up to auction again and remit the difference between their present amount and the sum they fetch on re-sale, or to have the amount of compensation settled by arbitration.

6. The Acting Collector is favorable to the former course, but the latter seems to the Board the most desirable and equitable; and the Board request they may be authorized to adopt it and compensate the Contractor according to the decision of a Punchayet.

7. The rents referred to will expire in July 1858.

(A true Extract.)

(Signed) J. D. SIM,
Acting Secretary.

No. 122. ORDER THEREON, No. 2150; dated 23rd November 1857.

The correspondence contained in the papers above recorded, relates to two questions; first, as to the right of the Railway Company to establish Ferries within their own proper bounds; and secondly, as to the compensation to be granted to a Ferry contractor in Malabar, on account of the loss of the fares which he had hitherto realized by the transport of Railway workmen and Stores, and in expectation of the continuance of which he had taken the lease of the Ferries at a higher sum than was usually paid for it.

2. On the first question, the Government have expressed their opinion, in the Extract from the Minutes of Consultation above recorded, that the right of the Railway Company to establish Ferries within their own limits, and for their own exclusive purposes, was indisputable. With regard to the second question, the Government agree with the Collector that the simp-

lest and best plan of meeting the case of the contractor, will be to put the Ferries up to sale again, and remit the difference between the amount of his contract, and that which may be realized by the re-sale, commencing from the date on which the Railway Company employed their own boats. The Board will be pleased to instruct the Collector accordingly.

(Signed) H. FORBES,
Acting Secretary to Government.

FINANCIAL RAILWAY DEPARTMENT.

No. 500.

Extract from the Minutes of Consultation under date the 17th October 1857.

Read the following Memorandum from the Acting Consulting Engineer.

Forwards correspondence regarding the ferries intersecting the Line of Railway in the District of Malabar. (Here enter 6th October 1857, No. 343.)

It appears from these papers that, on the 10th September last, the Agent requested the Consulting Engineer to submit for sanction of Government a proposal that the Railway Company might be permitted to establish ferries in the Malabar District, "within their own proper grounds, "leading from point to point of the Railway," and with the understanding that parties employed on the works alone shall be conveyed by them. From the correspondence Colonel Pears deemed it proper to enter into with the Acting Collector, it appears that the system for which approval is asked has obtained for some little time, a point which the Railway Agent must have been perfectly aware of, though he passes it over in silence. Colonel Pears has left the country, and his successor in his letter which closes the correspondence, observes that the right to work ferries in the limits specified must undoubtedly be conceded to the Company, an opinion in which the Government concur.

Mr. Fenwick's letter to Acting Collector on the complaint of the Native Ferry Contractor, dated 27th August 1857.

2. From Mr. Robinson's letter to the Board of Revenue, dated 11th September, it seems that, formerly, when the Railway Works in the District were comparatively of an insignificant character, the Company made its own bargain with the Contractor for the use of his ferries; but that, now, the two parties having failed to come to terms under the extension of the Railway, the Company has been led to question the Contractor's title to be the sole worker of ferries throughout the country. That he cannot interfere with the construction of ferries by the Company within the limits of the works carried on by the latter, the Government, as before observed, consider indisputable. But the question of how far his tender for the ferries of Malabar may have been raised owing to contrary expectations held out to him by the local authorities, (who appear to consider him ill treated at the hands of the Company,) and how far, consequently, he may be entitled to a reduction of the terms of his Contract, are subjects which will remain for consideration in the Revenue Department.

(True Extract.)

Acting Chief Secretary.

To the Consulting Engineer for Railways.
„ Collector of Malabar.
„ Revenue Department.

Exd. F. Cartledge.

Revenue Department.

No. 3765

Extract from the Proceedings of the Board of Revenue, dated 4th November 1857.

Read letter from the Acting Collector of Malabar dated 11th September 1857.

In Cons. 4th November 1857.

(Here enter No. 143)

Resolved that the foregoing letter be submitted for the orders of Government with regard to the claim of the Railway Company to employ their own boats in conveying their workmen and stores across Ferries intersecting their line.

2. Previous to the current lease of the Malabar Ferries the Railway Company had by private agreement arranged to pay the contractor Rupees 25 Monthly for the use of the Ferries crossed by their line. Their business when this arrangement was effected was comparatively small and its subsequent increase caused considerable loss to the contractor. Under the expectation that the Company would continue to pay for the use of the Ferries, those affected by the

Referred to the Board of Revenue for report with reference to the letter to them from the Acting Collector of Malabar dated 11th September 1857 No. 143.

Calcutt, 24th August 1857

No. 4189

To

G. H. Fenwick Esqre

Resident Engineer for Railway

Begpore

Sir,

The Ferry Contractor reports that Subordinates of your Department, have placed boats at certain spots on the river the former of which are let to him, & are plying these boats for the use of persons who formerly paid at the Ferries. I have the honor to request that you will kindly put a stop to the practice, or afford an explanation of it.

I have &c

Signed/ W. Robinson

Acting Collector

×2/3 V 7 Chingoon 1832
18 V 22 August 1857.

Kadalchoonky
Twopaindy

D. Works 1857 Dispatched 24th November

No. 2170

Chief Engineer, Civil Department
Fort William

Dated 24th August 1857

Received 26th Ditto

No. 3765

Answered 3rd September

Dated 3rd Ditto

Ans'd (Railway) Dispatched 24th November

No. 2170

Chief Engineer, Civil Department
Fort William

Dated 24th August 1857

Received 26th Ditto

No. 3765

Answered 3rd September

Dated 3rd Ditto

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Hitherto Open

Ld 1/2 21st. 23 Sheets

No. 210/1857

Madras Railway Engrs Office
Beypoor 27th August 1857.

Sir,

I have the honor to acknowledge the receipt of your letter of the 24th instant stating, that the Ferry Contractor had made a report that my subordinates have placed boats at certain spots in the Rivers, the Ferries of which are let to him. I beg to inform you that agreeably to my instructions from Madras, I have established within the widths of the Railway River crossing, the boats in question for the purpose of conveying the Workmen and Materials across the Rivers of Kadlaundy, Pirroor and Thotta, at Kadlaundy in particular we are conveying large quantities of Materials across, and if we are not allowed to do so the whole of the work must be stopped at a serious loss, of both money and time, to the Company.

I have &c
Signed/ G. H. Fennick.
Resident Engineer

To
H. Robinson Esquire
Acting Collector
of Malabar.

(True Copies)

H Robinson
Acting Collr.

Compd P.P.A

To

W. Robinson Esqre
Collector and Magistrate of Madura
&c &c &c

Collectt

Sir,

I am commanded by the Hon.ble
the Court of Directors of the Great Southern of India Railway Company to request that their Private Letter dated 27th May last, with the Agreement for the Contract and Plan of the Line of Railway intended to be made from the Government Fort to the Choultry Plain, may be returned to me for the use of the Chief Engineer of the Railway Company.

I am to add that Mr. Crisp has been directed to proceed to Madura without delay, and to take charge of the Plan before referred to, and to make the necessary Survey and Estimate for the Railway from Madura to Dindigul.

I am to request that you will be pleased to direct such explanations and measurements to be made as may be necessary to enable Mr. Crisp to complete the Plan and Estimate in accordance with the orders herein conveyed.

I am further to request that you will be pleased to direct the Tahsildar of Dindigul to furnish Mr. Crisp with such information as may be required by him for the purpose of the Survey and Estimate, and to render him such assistance as may be necessary.

I am &c
(Signed) A. J. Arbuthnot
Secy to Govt

Fort St George
11th May 1857

Public Works Dept
No 7 of 1858
Dated 7th

1857.

Department
In a letter from
The Actg Collr of Madura
dated 11. Sept.r/57 No 143.

Encl. 1.

P.W. 21/9/57.

In No 3717/57
Collrate Office

Copies of correspondence with the Resident Coyr of Beypore alluded to in the letter.

The Railway people had likewise on a former occasion when the aforementioned Ferries had also been leased by myself, created a like dispute withholding payment of toll, and attempted at a like employment of their own boats, which the then Collector and Magistrate having fortunately prohibited, we came to an agreement between ourselves as to the amount of toll payable to me by them; but subsequently, they used to ferry over much more men and things than they bound themselves to do by virtue of that agreement, and I became, as the necessary consequence, a loser of nearly 10,000 Rupees.

You are aware that, on my now taking again the same Farm in auction for a high consideration, from a belief that the Railway people would be paying me the regulated rates after the expiration of the period for which I had contracted with them, they intimated to me by letter that we should enter into a stipulation as we had at first done; and that we have also appeared before you and discussed the matter but without avail for me could not agree on the point of the amount of toll.-

Afterwards they wrote to me a letter offering to pay the regulated rates, and they accordingly did commence the payment.-

Besides, I have already made a Sublease of all the aforesaid Ferries for the same term of three years, with the

expectation

that if the Railway people should continue making such payment I would be able to realize an amount which would be sufficient to meet the Government demand on me as well as the loss I had formerly sustained.-

Should the Government approve of the attempt made by the Railway people at interruption of my conduct of the Ferry Farm on the settlement of every question connected therewith, I beg to submit that I will not only be deprived of all means of averting any loss, but will likewise become liable to the heavy legal prosecutions of my Sub-renters for the amount of their anticipated gain of which they shall be deprived.- Therefore my humble and chief request is that final orders may be passed that the Railway people should pay the same regulated rates which they formerly continued to pay of their own accord.-

But, should, for any other important reasons, orders be issued from the Residency that this request cannot be complied with, and that so much of the Lease as affects the interests of the Railway Company, be exchanged, it will be indispensably necessary to act up to the terms proposed and settled with regard to the Railway on the occasion of my taking that present Lease- and I accordingly declare my assent to the just ascertainment by a Punchayet, of the loss that will result from my being deprived of the

amount

amount leviable from the ferries in question, as well as to the deduction of such loss from the Rent payable by me to Government.-

Under the foregoing circumstances, I humbly request that, you will be pleased to report to the Presidency the contents of my present address likewise, and guard me against the loss under reference.

I have &c

Calicut,
2nd Sept. 1857.

Signed / Kuttayat Govinda Menon
Ferry Contractor.

(True copy)

Sd. [illegible]
Acting Collector.

Compd Pr. A

No. 143.

Cotaparamba 11 September 1857.
Despatched on the 14th do

From,

W. Robinson Esquire,
Acting Collector of Malabar,

To,

J. D. Sim Esquire,
Acting Secretary to the
Board of Revenue,
Fort St. George

Sir,

I have the honor to submit with reference to Paragraph three of my report on the sale of the Ferries, the accompanying correspondence with the Resident Engineer of Beypore. No. 1.

During the period of the last lease the Madras Railway Company paid a fixed sum of Rupees 25-- per mensem, for the free use of the ferries of the district through which the Rail passes. The arrangement was made before the Railway business had reached the dimensions it has now attained, and the Contractor was undoubtedly

To Mr. Fenwick dated 24th August 1857.
From dt. of 27th do. the Ferry Contractor of 2d Sept. 1857. 2.

Madras Railway Letters Received
The Duty Fee Fort St George
Paras 7 & 8.

1857.
Department
Ens. 2.

On a letter from the
Acting Collector of Malabar
dated 11th September 1857.

Read No. 143
Do 21/9/57

No 2
Inclosure 4 Papers.

Copy of letter from the Duty Contractor dated 2nd September 1857 alluded to in the letter.

8. On this point the Board will have means of forming an opinion. Should it be averse to the Contractor's claim it will be further necessary to decide what is to be done. The rates of the present lease cannot be maintained.

9. The easier and simpler plan were to put the ferries up to sale again, giving the contractor the benefit of the new and reduced rates from the date of the Railway Company putting on their six boats. This is the plan I should advocate. The other plan which the Contractor would wish to have adopted, were to refer to a Punchayat to settle between the Government and Contractor, in the reduction to be allowed on account of the change in the policy of Madras Railway Company, without putting him to the inconvenience of a second auction. The objections and embarrassment likely to occur in adopting this plan will be obvious to the Board, but perhaps the Contractor may

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may be considered entitled to this indulgence.

I have the honor to be,
Sir,
Your most Obedient Servant,
[illegible]
Acting Collector.

to P.W.D.

P.W.D.

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No. 250

Extract from the Minutes of Consultation

Under date the 23d November, 1857.

Read the following

Papers.

Extract from the Minutes of
Consultation in the Financial
Railway Department.

(Here enter 17th October 1857, N500)

Extract from the Proceedings of the
Board of Revenue.

(Here enter 4th November 1857 N3765)

The correspondence
contained in the papers
above recorded relates to two
questions; first, as to the righ
of the Railway Company to
establish ferries within their
own proper bounds; and
Secondly, as to the compensation
to be granted to a Ferry Contra
in Malabar, on account of t
loss of the fares which he had
hitherto realized by the transpo

Of

Bngt & Govt Accts

Trl. & (Railway) Dept.
H.M. Army Regt of Post
Comp 748

1857. No 3765

From
The Secretary Collr of Revn
To
The Secy to the
Board of Revenue

Dated 4th Novr 1857
Received 19-11-"
Pge 443
Enc. 2. 00022/9/57

Submitting with reference to
Paras 2 & 3 of the Govt Resolt the
accompanying Correspondence with
the Asst Collr of Ferries relative to
certain differences which
have arisen between the Railway
Company and
the Proprietor of the Ferries
and requesting the decision of the
Board on the subject thereof

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of Railway workmen and stores, and in expectation of the continuance of which he had taken the lease of the ferries at a higher sum than was usually paid for it.

2 On the first question the Government have expressed their opinion, in the Extract from the Minutes of Consultation above recorded, that the right of the Railway Company to establish ferries within their own limits, and for their own exclusive purposes, was indisputable. With regard to the second question, the Government agree with the Collector that the simplest and best plan of meeting the case of the Contractor, will be to put the ferries up to sale again, and remit the difference between the amount

of his contract, and that which may be realized by the resale, commencing from the date on which the Railway Company employed their own boats. The Board will be pleased to instruct the Collector accordingly.

Disp. 24th

3 Copies to the Bd of Rev with 3 Encls

3 — Genl Railways Depts

19-15 Rec'd
25 Jan 58

Public Works 1857 Dep.t
No. to Cons: 24.th November

No. 2150.

Extract Mins: of Cons:
Dated 23.d Nov.r 57.

Extract from the Pro. of the Bd
of Revl. 18.th Dec.r 57 No 2180 rec.d
8 Jan.y 58.

Ex. Dr. 10. March 58 No 349 on 6 Sh.

Observing that Governments have already expressed their opinion to the effect that the right of the Railway Company to establish Ferries within their own limits & for their own exclusive purposes, was indisputable, & agreeing with the Collector of Malabar that the simplest and best plan of meeting the case of Contractors will be to put the Ferries up to sale again. &c.

(Railway) Let to Engr
H.to Proj.t No 7 of 1858
Cons 798

No 120 at 122

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