

- (1) பக்கங்களின் எண்ணிக்கை 14
 (2) புதுக்கித் திருப்பிய நாள் 17.2.92
 (3) ஆதாரக் குறிப்பவர் சுருக்கப்படும் சே

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

P. W. D. துறை

அரசாணை எண்.	3243	அச்சகம்
மு. கோப்புத் தாள் எண்.	P. W. D.	பலவகை
நாள் :	14. 12. 1893	199

மடிக்கவோ கண்டபடி கையாள்வோ கூடாது.

சே

ஆவண. கா. 1—18,006—6-9-90.

GOVERNMENT OF MADRAS.
POLITICAL DEPARTMENT.

5243
1

READ—again the following paper:—

G.O., dated 18th October 1893, No. 711, Political.

ABSTRACT.—Approving the proposal of the Acting Chief Engineer, Public Works Department, that the present liquor license in connection with the Periyár camp be allowed to run out and the acquisition of control over the liquor traffic be deferred till then.

READ—also the following paper:—

From S. D. PEARS, Esq., Superintendent of Works, No. I Periyár Division, to the Chief Engineer, Public Works Department, dated Periyar, 23rd October 1893, No. 170-C.E.

In continuation of my No. 144-C.E., dated 23rd September 1893, I have the

- A. This office No. 449-M., dated 9th September 1893, with one enclosure (draft lease for approval of Travancore Government).
- B. Resident's No. 2142-93 of 4th October 1893.
- C. Diwan's letter to Resident, No. 676-P.D., of 1st October 1893, with one enclosure (Travancore lease form in original).
- D. Enclosure to A and enclosure to C (translation) in parallel with remarks.

honour to submit for your disposal the marginally-noted correspondence regarding the abkári lease of the Periyár and Thekady camps.

2. The matter has now come to a stage in which, I venture to think, it should be dealt with by the political and legal officers of Government; to whom I beg that it may be transferred, with a view to the terms of the lease being agreed upon and the lease drawn up.

3. The only perfectly satisfactory terms would be that the whole control should be conceded to the British Government without reservation, the amount of revenue realized from abkári in the Periyár area being paid to the Travancore Government in return for the concession. As pointed out by Colonel Pennycuik in paragraph 12 of his memorandum, dated 6th September 1892, printed with G.O., No. 680, Political, of 25th November 1892, the abkári revenue from this area owes its existence solely to the Periyár works. If it is thought too much to ask, as he there suggests, that the revenue should on that account be claimed by the British Government, it is at least not too much to ask that the British Government conceding the revenue to the Travancore Government should in return be conceded the right to regulate the traffic on their own works, from which the revenue is derived. The only loss that could accrue to the Travancore Government by such an arrangement would be that our conditions might have to be a little more rigid than those under which the present lease is held, and the highest bid obtained for the lease might thereby be slightly diminished. Such a loss could not be more than trifling, however, and would amount to no more than our asking the Travancore Government to pay us Rs. 4 or 5 to enable us to peaceably collect Rs. 100 for their benefit.

4. It may, however, be impracticable to obtain from the Travancore Government the unreserved concession of the control. In that case there are, in my opinion (apart from the question of compensation referred to you for orders in my previous letter above quoted), two points which seem essential to a satisfactory conclusion—1st, that the representative of the Madras Government (presumably the Superintendent of Works) should be named as the sub-lessor to whom any sub-lessee shall be directly responsible for fulfilment of the sub-lease; 2nd, that the conditions of the sub-lease should be narrower than those of the existing lease.

5. To both of these points the Diwan takes objection, as you will see from his letter enclosed (enclosure C), but I would respectfully urge that they should be insisted on.

6. With regard to the first, it is essential that, whatever else may be conceded to the Travancore Government in the matter, the British Government should retain the power to decide such questions as the number of liquor-shops to be erected, their situations and the conditions under which they shall be conducted. If these questions are left to the Travancore Government, the whole subject might just as well have never been opened, and the situation will be precisely where it was at first, except that the British Government will be the poorer by the amount of whatever compensation is given to the present liquor-seller. The Travancore Government would be free, as now, to plant a liquor-shop at our doors; any complaint as to false measures, bad liquor, brawling, or drunkenness, would have to be referred, as now, to the Travancore Government and any actions at law (that might ensue from such complaints) between the Travancore Government and our sub-lessee would involve pilgrimages on the part of several of the staff to Kottayam, some 70 miles distant.

7. The other point—of narrowing the conditions of the sub-lease—is obviously no less essential, inasmuch as it was only because the conditions of the Travancore lease were too lax—permitting false measures, bad liquor and drunkenness to pass unchecked—that the whole question originally arose. There is, however, only one further condition that I would add, viz., that a substantial sum be deposited with the sub-lessor (representing the British Government) as a security for good conduct and compliance with the terms of the sub-lease. Such a deposit would not appreciably deter people from coming forward to bid for the lease, but would be an effectual guarantee for good conduct.

8. In addition to the enclosures marginally noted above, I enclose a parallel translation of the Travancore lease with my own draft lease (to which the Diwan takes exception) and with a few remarks which may be of use in finally drafting the lease.

ENCLOSURES.

From S. D. PEARS, Esq., Superintendent of Works, No. 1 Periyar Division, to the Resident, Travancore, dated Periyar, 9th September 1893, No. 449-M.

In continuation of my No. 376-M., dated 11th August 1893, I have the honour to inform you that I have proceeded with the arrangements for sub-letting the abkari lease for the Periyar camps, in anticipation of a reply from the Travancore Government to my letter above mentioned.

2. I gather from the Travancore lease form, with a copy of which you were good enough to furnish me in your C. No. 490-93, dated 25th March 1893, that a copy of my sub-agreement is required to be filed in the Travancore Huzur. I accordingly enclose a copy of the sub-agreement into which I propose to enter with my sub-lessee. This sub-agreement has not yet been executed nor will be until the Travancore Government have ratified the date of the transfer proposed in my letter above mentioned (15th October). It will then be executed and the fact of its execution communicated to you.

From H. B. GRIGG, Esq., M.A., C.I.E., Resident in Travancore and Cochin, to the Superintendent of Works, No. 1 Periyar Division, dated Trivandrum, 4th October 1893, No. 2142-93.

In continuation of my letter, Ref. on C. No. 1896 of the 16th ultimo, I have the honour to forward herewith copy of a letter, No. 676-P.D., dated the 30th idem, just received from the Diwan of Travancore, and the forms therein referred to. I request that you will be good enough to have the new forms filled in and retransmitted to me, due attention being paid to the remarks in paragraph 2 of the Diwan's letter.

From M.Ry. SHUNGRASOBYER Avargal, Diwan of Travancore, to the British Resident in Travancore and Cochin, dated Trivandrum, 30th September 1893, No. 676-P.D.

In continuation of my letter, No. 640-P.D., dated the 12th instant, paragraph 4, I have the honour to inform you that, on a reference from the Diwan-Peishcar of Kottayam, I have directed him to mention in the agreement Rs. 9,333-5-4 as the amount payable as compensation for the Periyar and Thekady camps, presuming there would be no difficulty in regard to the additional amount of Rs. 1,000 entered in my letter.

5243
2

2. I note that the draft agreement sent in by Mr. Pears with his letter is not in strict conformity with the form adopted under the Abkari Regulation in force here, and I beg to enclose two copies of these forms to be filled up with the necessary details. In Mr. Pears' draft he substitutes his own name for Government. The powers vesting in Government in respect of the agreement with a sub-lessee cannot, of course, be assumed by Mr. Pears.

Note by the Chief Engineer, Public Works Department.

Submitted for the consideration and orders of Government.

2. I have never wavered in my opinion that the only satisfactory method of dealing with this and cognate questions is to declare the ground occupied by the Project camps British territory so long as the works are in progress, and each successive incident has only served to confirm this opinion.

3. As, however, this course has not received the approval of Government, and it has been decided that only a certain limited jurisdiction should be ceded, it is at least desirable that this cession should be a reality, and not be rendered altogether ineffective as it will be if the Diwan's contention is accepted.

4. Mr. Pears' letter states the case so clearly and accurately that no comment on my part is necessary beyond the statement that I concur in every word that he has written, and would invite special attention to paragraph 6. Unless the transfer of control is thorough and complete, the question might just as well not have been raised, and any compensation paid to the Travancore Government will be simply money thrown away.

MADRAS,
6th November 1893.

(Signed) J. PENNYCUICK, Col., R.E.,
Chief Engineer, P.W.D.

No. 3690-C.

Transferred to the Political Department.

MADRAS,
7th November 1893.

(Signed) J. PENNYCUICK, Col., R.E.,
Secretary to Government, P.W.D.

To the Political Department with papers, in original.

ORDER—dated 29th November 1893, No. 824, Political.

The foregoing papers will be communicated to the Resident in Travancore, who will point out to the Darbar that the negotiations as regards the Periyar abkari lease were based on the condition that the control of the liquor traffic should be entirely in the hands of the British Government, and that, as regards the Travancore Abkari Regulation, this Government has already

* Paragraph 3 of G.O., dated 6th Dec. 1892, given the assurance* that the strictest attention would be paid to it by the British officers. It is essential that this Government should have absolute control over the sale of liquors, and Mr. Grigg should press this point particularly on the attention of the Darbar.

2. The Resident will report at an early date the result of his negotiations.

(True Extract.)

J. F. PRICE,
Chief Secretary.

To the Resident in Travancore and Cochin.
Public Works Department.

Exd. J. Moses.

Gobt. of {1893} Madras.
POLITICAL.

No. 3243 to d/14 December 1893.
Comm. to the Supt.
of Works Periyar Project.

Issued

Recd.

Encl.

Sy. J. P.
W

G.O., 29th Nov. 1893, No. 824.

NOVEMBER.

Periyar.

Communicating to the Resident in Travancore
note by the Chief Engineer, Public Works De-
partment, submitting, with remarks, letter from the
Superintendent of Works, —, regarding the —
abkari lease in view to it being pointed out to the
Darbar that the negotiations as regards the lease
were based on the condition that the control of the
liquor traffic should be entirely in the hands of
the British Government, and directing him to
report at an early date the result of his negoti-
ations.

Sy. W. P. P.