Public Works (1899) Department.

G.O., No. 1292 W

DATED 16 May 1899

Immediate

17/5/99

The Notes
in this G.O. have been printed.

[Despatch Abstract.]

Bodinayakkanur-Kotagudi Road: Directing the Govt. Solicitor to draw up, in communication with the Supdg. Engineer VI Circle, ~~tha~~ an agreement with the Kanan Devan Hills Produce Company embodying the road [illegible] terms with regard to the — and to submit it for the approval of Govt. prior to its execution and stating that H.E. the Govr. in Council has no objection to the work being started as proposed.

J.L. 17/5

[P. W. 26.
250-27-4-99.]

BACK PAPERS.

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

FURTHER PAPERS.

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

BUILDINGS AND ROADS.
CIVIL WORKS.

Government (1899) of Madras.

PUBLIC WORKS.

Recd. } 1899. *Enclosures*
Regd. } *Spare copies*

G.O., No. 1292 W., 16th May 1899.

MAY.

Bodinayakkanur-Kotagudi Road

Directing the Government Solicitor to draw up, in communication with the Superintending Engineer, VI Circle, an agreement with the Kanan Devan Hills Produce Company embodying the readjusted terms with regard to the — and to submit it for the approval of Government prior to execution, and stating that His Excellency the Governor in Council has no objection to the work being started as proposed.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Buildings and Roads.
Civil Works.

Read—the following papers :—

From L. DAVIDSON, Esq., General Manager, Kanan Devan Hills Produce Company (Limited), to the Secretary to Government, Public Works Department, dated Munaar P.O., Devikulam, S. India, 15th February 1899.

With reference to G.O., No. 112 W., dated 11th January 1899, I have the honour to state that there must be some misunderstanding in regard to Mr. deWinton's recommendation, page 8, paragraph 4, of his notes.

It is not clear whether he means Rs. 7–8–0 to be for the "use of", *i.e.*, *the right to take goods over our private road* from Munaar to Yellapatti, or whether he means that we have to *transport the goods* for one charge, viz., Rs. 7–8–0 per ton over the ropeway and road in British territory, a distance of about 4 miles with an ascent of nearly 5,000 feet, as well as over our private road in Travancore, about 20 miles in length. Mr. deWinton could not have contemplated the latter for the simple reason that we could not, except at a loss, transport goods over this distance for Rs. 7–8–0 per ton.

I would gather that his intention was to ensure that the public should not have their goods landed at the top of the ghât, and then have a heavy imposition placed on them for transporting them over our road to Munaar, and this is reasonable; and I would suggest that the following modification would make the matter clear and be fair to all parties :—

(1) That the rate of hire to the top of the ghât from Kotagudi be Rs. 7–8–0 per ton as proposed by Mr. Davidson; and (2) that the public have the right to transport their goods over the Company's road to Munaar at a rate sufficient to cover their *pro ratâ* share of the upkeep of the road, such money to be raised by the establishment by the Company of a toll on which the rates recovered will not exceed the expenditure on the road; or (3) that the rate to be charged by the Company as hire for carrying goods in carts belonging to the Company or over their proposed tramway be regulated by the Chief Engineer and Secretary to Government, Madras, from time to time, and that such rates shall be binding on the Company and the public; or (4) that the rate of hire to be charged for carting goods over the Company's road in their own carts from Yellapatti to Munaar or over their proposed tramway be Rs. 5 per load for the 20 miles, and Rs. 2–8–0 for each return load, that is, Rs. 7–8–0 for the double journey per load, such load to be 15 cwts. in country carts (if produce is not too bulky) and 1 ton on the tramway. I calculate one pair of bullocks would cover the 40 miles to Munaar and back in 5 days, allowing one day to rest, so the rate will not more than cover actual cost, and is about the same rate per mile as we now pay between Bodi and Ammayanáyakkanúr on the plains where rates should be much cheaper.

I may mention that owing to the fact that the whole of the land between Yellapatti and Munaar is the property of the Company, the public traffic on the tramway or on the Company's road must necessarily travel the whole distance between those places, so that there seems no necessity for providing proportionate rates for intermediate traffic.

It should be remembered that not only has this road been constructed *entirely at our expense* at great cost through *difficult* country, but it will annually cost a considerable sum for maintenance, especially in the wet zone towards Munaar with 150 inches of rainfall.

From L. DAVIDSON, Esq., General Manager, Kanan Devan Hills Produce Company, to the Secretary to Government, Public Works Department, dated 28th February 1899.

I have been trying to catch on to the calculation you were making last evening, but I can't follow it at all. I will have a look when I get home, and meantime would be very willing to give Rs. 9–4–0 a ton on our goods to any one who would run them from Kotagudi to Munaar and upkeep the road and rope.

We have say £20,000 invested in road and rope and our own traffic will be about 7,000 to 8,000 tons on an average next five years, so this means that at 10 per cent. on the Capital divided over each ton of goods would equal Rs. 3–12–0, chargeable to it for interest on Capital or Rs. 13 in all that I am willing to pay, as compared with Mr. deWinton's estimate of Rs. 7–8–0. It is clearly a mistake on his part and the offer in my last letter contained the lowest rate work can be done for without entailing heavy loss.

From Lieutenant-Colonel O. V. BODDY, R.E., Superintending Engineer, VI Circle, to the Chief Engineer, Public Works Department, dated Trichinopoly, 20th February 1899, No. 266 M.D.

In paragraph 4 of G.O., No. 112 W., dated 11th January 1899, Mr. Davidson's tender for the Bodi-Kotagudi road is accepted subject to the modifications proposed by the Chief Engineer in his note printed with the Government Order.

2. In paragraph 1 of that note the Chief Engineer recommends my proposal that the road should be 21 feet wide on the plains and 10 feet wide on the ghât.

3. In paragraph 2 the tender of Mr. Davidson is recommended to be accepted in its entirety with certain alterations.

4. Mr. Davidson's tender is for a road 15 feet wide on plains and 12 feet wide on the solid or 15 feet wide including embankment and side drains on the ghât.

5. As there is thus some uncertainty as to what are to be the dimensions of the road, I have the honour to request to be informed what the widths of the road are to be.

From L. DAVIDSON, Esq., General Manager, Kanan Devan Hills Produce Company, to the Secretary to Government, Public Works Department, dated Munaar, 5th March 1899.

Bodi Rope and Tramway.

I have the honour to state, in continuation of my demi-official of 28th ultimo, I have given the matter of rates my most careful attention, and the offer in my letter of 13th ultimo is a liberal one and will, I trust, be accepted by Government.

Mr. Joyce has sent me contract to sign altering the road from 21 to 15 feet in the plains and 10 to 15 feet (12 feet in solid) in ghât, and I am not sure of the legality of this alteration, besides it means a lot of loss to us, but of course I offered to do the road so, and am quite willing to stick to it, and *per contra* I hope the Government will freely agree to allow us sufficient hire to carry goods to Munaar as we have already invested a large sum of money and much energy in what will be of great benefit to the outside public, who so far have done nothing.

From Lieutenant-Colonel O. V. BODDY, R.E., Superintending Engineer, VI Circle, to the Chief Engineer, Public Works Department, dated Trichinopoly, 7th March 1899, No. 352 M.D.

With reference to your memorandum No. 1296 C., dated 2nd March 1899, I have the honour to inform you that I consider the dimensions as tendered for by Mr. Davidson, namely, 12 feet in the solid, or 15 feet including side drains and embankment for the 6 miles of ghât, 15 feet on the plains are preferable to those suggested by me. I estimated the cost of the road with dimensions of 21 feet on the plains and 10 feet on the ghât at Rs. 87,000, but as the estimate has been sanctioned for one lakh of rupees, the dimensions tendered for should be accepted. A width of 18 feet on the plains would be preferable to one of 15 feet, but as carts could use the 15 feet road, and there will be very little cart traffic, I think that the tendered dimensions may be adhered to.

From Lieutenant-Colonel O. V. BODDY, R.E., Superintending Engineer, VI Circle, to the Chief Engineer, Public Works Department, dated Trichinopoly, 22nd March 1899, No. 455/M.D.

With reference to your No. 1564 C., dated 14th March 1899, I have the honour to point out that the tender made by Mr. Davidson for the construction of the road is a lump sum tender, and that therefore any work done in excess of the work tendered for, should, I think, be separately paid for. To increase the width of the road on the plains from 15 feet to 18 feet, but without any additional metalling, would cost roughly Rs. 800.

2. I consider, however, that it would be advisable not to increase the width at present, but to adhere to the terms of Mr. Davidson's tender. It is quite possible that a width of 15 feet will be found ample for the limited cart traffic in the Kotagudi village, and it will be very easy to widen it at any time, as there are no embankments, the only raising being that required to raise the surface of the road above the ground drainage.

3. I consider that Mr. Davidson's tender is so advantageous as regards the increased width which he provides for the road on the ghât, that I would strongly recommend, with reference to my letter No. 266 M.D., dated 20th February 1899, that that tender be accepted in its entirety.

From L. DAVIDSON, Esq., General Manager, Kanan Devan Hills Produce Company, to the Secretary to Government, Public Works Department, dated Devikulam, 27th March 1899.

Bodi Road and Ropeway.

I have another letter to-day from Mr. Joyce asking me to sign contract to begin work and this I am ready to do as soon as land is acquired. In fact if we don't begin very shortly our coolies will again get scattered, and it will cost something to collect them.

There are two points to be settled, first, and the one is getting the land which is being taken up now, and the second is definitely fixing the rates of hire to Munaar, as I am advised the rates must go into the contract with Government for land, and I would be greatly obliged if you could have the matter finally fixed up; see my letters of 13th and 28th February and 5th March.

If you think it advisable Mr. Thorp or I will come to Madras if this will facilitate matters; your early reply will greatly oblige.

From L. DAVIDSON, Esq., General Manager, Kanan Devan Hills Produce Company, to the Secretary to Government, Public Works Department, dated Devikulam, 18th April 1899.

Pending the signing of contracts I have the honour to request that we may be allowed to go on with Bodi road at our own expense to save every day we can as it is urgently wanted.

From L. DAVIDSON, Esq., General Manager, Kanan Devan Hills Produce Company, to the Secretary to Government, Public Works Department, dated Devikulam, Southern India, 18th April 1899.

I have the honour to acknowledge receipt of your letter No. 2065 C., dated 13th instant, and am to-day wiring you that I have written accepting the re-adjusted terms stated therein in reference to Bodi-Kotagudi road, *viz.*:—

(1) That Rs. 7-8-0 per ton be charged for the transport of goods from Kotagudi to Yellapatti;

(2) that the charge for carting goods over the Company's road, in their own carts, from Yellapatti to Munaar, or over their proposed tramway be Rs. 5 per load for the twenty miles and Rs. 2-8-0 for each return load, *i.e.*, Rs. 7-8-0 for the double journey per load;

(3) that the load be 15 cwts. in country carts (if produce is not too bulky) and 1 ton on the tramway;

(4) that the public will, at their option, be entitled to use their own carts from Yellapatti to Munaar; and

(5) that the width of the road from Bódináyakkanúr to Kotagudi be altered to 18 feet on the plains and 12 feet on the ghât;

The other points which I would particularly ask you to see are inserted are—

(6) that platforms of bridges be 10 feet wide (as arranged with Mr. Thorp);

(7) that Wilson & Co. repay us the Rs. 37,000 we contribute to the road when they lay their rails thereon.

The other details that the above re-adjustments do not effect to be similar to the G.O., No. 112, as originally published.

Barclay, Orr & David are our Solicitors, and could draw up agreement on our behalf or Governments as directed by you.

I will ask them by this post to prepare rough draft for your approval to save time.

Order—No. 1292 W., dated 16th May 1899.

In the first of the letters read above Mr. Davidson, the Manager of the Kanan Devan Hills Produce Company, points out that the terms mentioned in clause (5) of his letter, dated 9th November 1898, have been misinterpreted in paragraph 4 of the Chief Engineer's note printed in G.O., No. 112 W., dated 11th January 1899. The proposal in Mr. Davidson's letter of 9th November 1898, ran thus "the Public shall be entitled to the use of the ropeway and road, so long as same are held by the Company and its assigns, at the rate of Rs. 7-8-0 per ton on loads not exceeding 3 cwt." Mr. Davidson explains that the road here alluded to meant road or tramway up to the Travancore boundary. Mr. deWinton, however, in paragraph 4 of his note referred to above, recommended that the proposed grant of Rs. 50,000 from Provincial funds should only be given on the distinct understanding that the general public shall be permitted to use the ropeway, tramway, and road in connection therewith, in Travancore territory, on the terms laid down by Mr. Davidson, in paragraph 5 of his letter, dated 9th November 1898, viz., Rs. 7-8-0 per ton. This would appear to mean that the Company were to carry goods for the public the whole distance from Kotagudi at the foot of the ghât to Munaar, the terminus of the Company's private road in Travancore territory, at Rs. 7-8-0 per ton.

2. As Mr. Davidson states that the Company could not, except at a loss, transport goods over this distance for Rs. 7-8-0 a ton, Government is willing to re-adjust the terms of the agreement as follows:—

(1) that Rs. 7-8-0 per ton be charged for the transport of goods from Kotagudi to Yellapatti;

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(3) that the load be 15 cwts. in country carts (if produce is not too bulky) and 1 ton on the tramway;

(4) that the public will, at their option, be entitled to use their own carts from Yellapatti to Munaar; and

(5) that the width of the road from Bódináyakkanúr to Kotagudi be altered to 18 feet on the plains and 12 feet on the ghât;

The other points which I would particularly ask you to see are inserted are—

(6) that platforms of bridges be 10 feet wide (as arranged with Mr. Thorp);

(7) that Wilson & Co. repay us the Rs. 37,000 we contribute to the road when they lay their rails thereon.

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2. As Mr. Davidson states that the Company could not, except at a loss, transport goods over this distance for Rs. 7-8-0 a ton, Government is willing to re-adjust the terms of the agreement as follows:—

(1) that Rs. 7-8-0 per ton be charged for the transport of goods from Kotagudi to Yellapatti;

(2) that the charge for carting goods over the Company's road, in their own carts, from Yellapatti to Munaar, or over their proposed tramway, be Rs. 5 per load for the twenty miles, and Rs. 2-8-0 for each return load, *i.e.*, Rs. 7-8-0 for the double journey per load;

(3) that the load be 15 cwts. in country carts (if produce is not too bulky), and 1 ton on the tramway;

(4) that the public will, at their option, be entitled to use their own carts from Yellapatti to Munaar.

In his letter, dated 18th April 1899, read above, Mr. Davidson accepts the above readjusted terms.

3. A further discrepancy is brought to notice by the Superintending Engineer, VI Circle, viz., that the Chief Engineer fixed the width of the road from Bódinayákkanúr to Kotagudi at 21 feet on the plains and 10 feet on the ghât, whereas Mr. Davidson's tender, which Mr. deWinton recommended should be accepted in its entirety, gives the widths of 15 feet in the plains and 12 feet on the ghât. The Government, however, considers that it will be preferable to make the road 18 feet wide on the plains and 12 feet on the ghât, and this modification, which Mr. Davidson accepts, will be carried out.

4. Under paragraph (3) of the tender, dated 9th November 1898, the Company undertakes to construct all necessary drains, culverts, revetments and bridges, including a bridge of 5 spans of 10 feet each across the river Kovalinga where the trace passes such river. Mr. Davidson now proposes that the platform of bridges be 10 feet wide, but Government is of opinion that the platforms or clear space between parapets or guards should be 15 feet on the 18 feet road on the plains and 10 feet on the ghât.

5. Mr. Davidson finally asks, in his letter, dated 18th April 1899, that it may be inserted in the agreement "that Wilson & Co. repay us the Rs. 37,000 we contribute to the road when they lay their rails thereon." With regard to this, Mr. Davidson will be informed that Messrs. Wilson & Co. have with the greatest difficulty been prevailed upon to construct the tramway as far as Kotagudi. No such condition as above described has been entered in the agreement with them and it is certain that they would not accept it. The cost of the Bódináyakkanúr-Kotagudi road over and above the 50 per cent. of the cost promised by Government and the Rs. 13,333 promised by the District Board must be found by the Kanan Devan Hills Produce Company.

6. The agreement with the Kanan Devan Hills Produce Company will be drawn up by the Government Solicitor in communication with the Superintending Engineer, VI Circle, and will be submitted for the approval of Government before it is executed.

7. In the last of the letters read above, Mr. Davidson requests that the Company may be allowed to go on with the Bodi-Kotagudi road at its own expense, pending the signing of the contracts. His Excellency the Governor in Council has no objection to the work being started as proposed.

(True Extract.)

Under Secretary to Government.

To the Superintending Engineer, VI Circle.
" the Revenue Department.
" the Local and Municipal Department.
" the Examiner, Public Works Accounts.
" L. Davidson, Esq., Manager, Kanan Devan Hills Produce Company.
" the Government Solicitor.
" the Railway Branch.

Exd. C. M. Thumbusawmy.

PUBLIC WORKS DEPARTMENT.

NOTES CONNECTED WITH G.O., No. 1292 W., DATED 16TH MAY 1899.

[SUBJECT.—*Construction of the Bódináyakkanúr-Kottagudi Road.*]

The accompanying draft order is forwarded to Railway, Revenue and Local and Municipal for favour of counterinitials.

A. W. SMART.
26-4-99.

To the Public Works Department (Railway) u.o.

PUBLIC WORKS DEPARTMENT
(RAILWAY BRANCH).

Secretary, Public Works Department—

The proposal made in paragraph 5 of the draft Government Order is quite new to me. The first I heard of it was in a letter received on the 19th instant from Mr. Davidson. I find that the G.O. No. 112 W. was never communicated to this department, either for counterinitials or afterwards. Had it been communicated to me, its terms would of course have been taken into account in the long and difficult negotiations with Messrs. Wilson & Co. which happily terminated, at the interview which Mr. Turnbull and I had with His Excellency the Governor, in their agreeing to do all that Messrs. Finlay Muir (The K.D.H.P. Co.) wanted them to do. Had Mr. Turnbull had any idea that hidden in the background was an order that they were to pay Rs. 36,667 for making the road on which, with the utmost difficulty, I induced him to agree to run his rails (in return for a payment of Rs. 200 per mile per annum), he would never, I feel pretty certain, have gone home as he has done to try to float his company.

As a matter of fact, though the Government Order was never communicated to me, I *have* seen it. I casually found it in a bundle of Public Works Government Orders which were being sent round for perusal. Finding that this particular Government Order contained an order that a certain road was to be made which I knew to be required for the tramway, I told my office to get hold of a copy and keep it in my Consulting Engineer file. I glanced through the Government Order itself and saw that it ordered the road to be made which was all I wanted to know. I had no reason to suspect that hidden away in the Chief Engineer's note was a suggestion (confirmed in the Government Order) that concerned my department; as in that case of course it would, I supposed, have been communicated to me.

My opinion in regard to what is the right thing now to do is as follows: I consider that interview between His Excellency, Mr. Turnbull and myself to be the real basis of agreement between Government and Wilson & Co. So far as I know, that firm, any more than I, were not furnished with a copy of the Government Order. I therefore see nothing for it but for Government or the District Board to pay the Rs. 36,667.

In anticipation of the possibility, though I think it improbable, of His Excellency and Honourable Members not agreeing with me, and of their considering that the condition should (even now after Mr. Turnbull has gone home) be inserted in the final issue of the Tramways Order, I have inserted it in the proof of that final issue which I expect to receive from press in a day or two. But I certainly do not think it would be straight to insert the condition at this late date.

FRANCIS J. E. SPRING.
26-4-99.

To the Public Works Department u.o.

PUBLIC WORKS DEPARTMENT.

It may, I think, be conceded that we made a mistake in not sending the Government Order in question to Railway Secretary for counterinitials, but Railway Secretary was also wrong * in not making us acquainted with the negotiations that were in progress and apparently now successfully completed.

* The draft was published week after week in the Gazette for objections, if any, from all quarters, as required by the Act.

F.J.E.S.
9-5-99.

2. It is for Government now to say how the repayment of Rs. 36,667 is to be made. As the Company of which Mr. Davidson is the Manager will be a great gainer by the construction of the road and as they are likely to carry out the work at considerably less than the lump sum of 1 lakh which is to be paid to them, I am of opinion that this sum (viz., Rs. 36,667) should be reduced to Rs. 20,000.

A.W.S.
27-4-99.

To the Revenue Department u.o.

REVENUE DEPARTMENT.

No remarks

G. S. FORBES.
28-4-99.

To the Local and Municipal Department u.o.

LOCAL AND MUNICIPAL DEPARTMENT.

As to the suggestion that the Madura District Board should pay the Rs. 36,667, the matter would, of course, have to be put before the Board and in the face of their action in grudging the Rs. 13,333 they finally consented to pay, there is little chance of their consenting to pay more. In any case their consent cannot be relied on.

It must, I think, end in Government making the payment either of the full amount Rs. 36,667 or Rs. 20,000 as proposed by me—see note above.

A.W.S.
2-5-99.

M. HAMMICK.
1-5-99.

To the Public Works Department u.o.

PUBLIC WORKS DEPARTMENT.

Submitted to His Excellency the Governor.

A.W.S.
2-5-99.

Colonel Smart's proposal in his note of 27th April 1899 (with reference to paragraph 5 of this draft Government Order) should go to Financial for consideration. If Financial agrees, the next step will be to ask Messrs. Finlay Muir & Co. if they accept it.

A. E. H[AVELOCK].
5-5-99.

With reference to His Excellency's orders on Colonel Smart's note of 27th April 1899, I beg to point out that Messrs. Finlay Muir & Co. agreed to pay one-fourth the cost of the road unconditionally—*vide* letter marked X in file and my note for orders of 3rd October 1898. I only proposed that they should be recouped the amount by Messrs. Wilson & Co., if the latter firm obtained the tramway concession, because I considered that arrangement fair and equitable. As, however, it seems that Messrs. Wilson & Co. have been prevailed upon with the greatest difficulty to construct the tramway as far as Kottagudi, and that the proposal to refund to Finlay Muir & Co. the amount expended by the latter firm on the road would certainly not be accepted by them, it only remains to keep Finlay Muir & Co. to their original promise of paying one-fourth of cost of road unconditionally. The road is to be built almost exclusively for the benefit of Finlay Muir & Co., and I am most strongly of opinion that Government should not pay one penny more towards its cost, than the half cost, not exceeding Rs. 50,000, already promised. I therefore recommend that Finlay Muir & Co. be informed to this effect; also that they can proceed with the construction of the road at their own expense, in accordance with their request, on the above terms.

2. I see by the tramway order that this portion of the tramway has to be completed in twelve months from date of order. It seems therefore unnecessary to make the road of greater width in any portion of its length than is required for the tramway, which I take to be 10 feet. This would greatly reduce its cost and I think Finlay Muir & Co. may be told so.

3. Mr. Spring may also be authorised to inform Wilson & Co. that Government will not insist on any contribution from them towards the construction of the road.

W. B. DEWINTON.
8-5-99.

I accept the proposals in the above note, except that which would provide for the road being made narrowest. This should certainly not be done without the consent of the District Board. It would be safer to have the width as settled.

A. E. H[AVELOCK].
8-5-99.

I have amended the draft order. Send to Railway for counterinitials and then to His Excellency for approval. Then send out in manuscript direct to Mr. Davidson and Superintending Engineer, VI Circle.

W.B.DEW.
9-5-99.

PUBLIC WORKS DEPARTMENT
(RAILWAY BRANCH).

Accepted.

F.J.E.S.
9-5-99.

I accept the draft as amended, but it should be circulated to Honourable Members before issue.

A. E. H[AVELOCK].
10-5-99.

Circulated.

W.B.DEW.
10-5-99.

A. T. A[RUNDEL].
11-5-99.

H. W[INTERBOTHAM].
11-5-99.

[Issued as G.O., No. 1292 W., dated 16th May 1899.]

Public W&Rs (189 9) Department.

CURRENT No. 1415

(1)

From

Mr. Davidson
General Manager, Kanan Devan Hills Produce Company

No.

Dated 15-2-99

Received
Registered } 16

Enclosures

Spare copies.

SUBJECT.

Requesting to be informed whether Rs 7/8 is intended to be for the use of [illegible] the right to take goods over their private road from Munaar to Yellapatti or not

SRW

P. W. 20.
1,000—20-11-98.

BACK PAPERS.

G.O.	No.	Department.	Date.
112W	Dt	11-1-99	✓
127C	Dt	6-1-99	✓
D.O. circ.		26.7	3-10-98 ✓
556 D	Dt	30-8-98	✓
721 D		8-5-98	✓
915 D		2-5-98	✓
830 D		20-8-98	✓
1070 D		23-7-98	✓
682 D		19-7-98	✓

FURTHER PAPERS.

G.O.	No.	Department.	Date.
2637 D	Dt	27-5-98	✓
1128 W	Dt	5-5-98	✓
2024 D	Dt	5-5-98	✓
2407 C	Dt	5-5-98	✓
1637 D	Dt	3-5-98	✓
1602 D	Dt	26-4-98	✓
206 D	Dt	16-4-98	✓
772 W	Dt	22-3-98	✓
1494 C	Dt	11-3-98	✓
534 C		28-1-98	✓

18

Munnaar P.O.,
Devikulam
S. India

15 Feby 1899.

The Chief Engineer and Secretary to Govt:,
Public Works Department,
Madras.

Sir,

1 With reference to G. O. No 112 W dated 11th Jany. 1899, I have the honor to state that there must be some misunderstanding in regard to Mr DeWinton's recommendation page 8 para 4 of his notes.

2 It is not clear whether he means Rs 7/8 to be for the "use of" ie. the right to take goods over our private road from Munaar to Yellapatti, or whether he means that we have to transport the goods for one charge, vix Rs 7/8 per ton over the Ropeway and road in British Territory, a distance of about 4 miles with an ascent of nearly 5000 feet, as well as over our private road in Travancore, about 20 miles in length. Mr DeWinton could not have contemplated the latter for the simple reason that we could not, except at a loss, transport goods over this distance for Rs 7/8 per ton.

I would gather that his intention was to ensure that the public should not have their goods landed at the top of the ghaut, and then have a heavy imposition placed on them for transporting them over our road to Munaar, and this is reasonable and I would suggest that the following modification would make the matter clear and be fair to all parties.

(1) That the rate of hire to the top of the Ghaut from Kotagoodie be Rs 7/8 per ton as proposed by Mr Davidson and (2) that the public have the right to transport their goods over the Company's road to Munaar at a rate sufficient to cover their pro rata share of the upkeep of the road, such money to be raised by the Establishment by the Company of a toll on which the rates

recovered will not exceed the expenditure on the road or (3) that the rate to be charged by the Company as hire for carrying goods in carts belonging to the Company or over their proposed Tramway be regulated by the Chief Engineer and Secretary to Govt: Madras from time to time and that such rates shall be binding on the Company and the Public or (4) That the rate of hire to be charged for carting goods over the Company's road in their own carts from Yellapatti to Munaar or over their proposed Tramway be Rs 5/- per load for the twenty miles, and Rs 2/8 for each return load that is Rs 7/8 for the double journey per load, such load to be 15 cwts, in country carts (if produce is not too bulky) and 1 ton on the Tramway. I calculate one pair of bullocks would cover the 40 miles to Munaar and back in 5 days, allowing one day to rest, so the rate will not more than cover actual cost, and is about the same rate per mile as we now pay between Bodi and Ammayanayakanur on the plains where rates should be much cheaper.

I may mention that owing to the fact that the whole of the land between Yellapatti and Munaar is the property of the Company, the public traffic on the tramway or on the Company's road must necessarily travel the whole distance between those places, so that there seems no necessity for providing proportionate rates for intermediate traffic.

It should be remembered that not only has this road been constructed entirely at our expense at great cost through difficult country but it will annually cost a considerable sum for maintenance especially in the wet zone towards Munaar with 150 inches of rainfall

I have the honor to be
Sir
Your Obedient Servant
L Davidson
General Manager
Kanan Devan Hills Produce Company Ltd.

Public Works (1899) Department.

No: 1296 C of 2-3-99

CURRENT No. 1577

~~33~~ (3

From
The Suptg Engineer
VI Circle

No. 266. L. D.

Dated 20th February 1899

Received } 22-2-99
Registered }

Enclosures

Spare copies

SUBJECT.

Bodi. Kotagudy Road

Requests with remarks to be informed what the widths of the – are to be.

Memo

With reference to his letter No. 266 M. D of 20. 2. 99, the Suptg. Engr., VI Circle, is informed that the Chief Engr. considers that a road 15' wide on the plains & 12' wide ~~Order~~ on the solid, or 15' wide including embankments & side drains on the ghat ~~would be ample~~ is better than 21 ft on the plains and 10 ft on the ghat, but before submitting the matter to Govt; the Suptg. Engr. is requested to be so good as to state, from ~~his personal knowledge~~ ~~personal inspection~~ of the locality, whether in his opinion these dimensions would be sufficient. It is probable however that 18 ft on the plains & 12 on the ghat would be better than either

[illegible]

APR

~~Ctr~~ 25.2.99.

Ag. E. W.
~~28/2/99~~

× [illegible] 1415 [illegible] for [illegible] 1.3.99

To The Suptg. Engr., VI Circle

INDEXED.

7/3

RV 3/3/99

Please put up [illegible] 11.1.99

22.2.99

[illegible]

BACK PAPERS.

No.	Date.
112W	11.1.99 (SC)

FURTHER PAPERS.

No.	Date.

No. 266. Ir. D.

OFFICE OF THE SUPERINTENDING ENGINEER,
6TH CIRCLE,
Trichinopoly, 20th February 1899. D/20.

3 P

From
Lt Col. O. V. Boddy R.E.
Superintending Engineer,
6th Circle.

To
The Chief Engineer,
P.W.D.

SIR,

ENCLOSURES.

In para 4 of G.O. No: 112 W d/ 11 January 1899, Mr: Davidson's tender for the Bodi-Kotagudi Road is accepted subject to the modifications proposed by the Chief Engineer in his note printed with the G.O.

2. In para 1 of that note the Chief Engineer recommends my proposal that the road should be 21 feet wide on the plains and 10 feet wide on the ghât.

3. In para 2 the tender of Mr. Davidson is recommended to be accepted in its entirety with certain alterations.

4. Mr: Davidson's tender is for a road 16' wide on plains, & 12' wide on the solid or 15' wide including embankment and side drains on the ghât

5. As there is thus some uncertainty as to what are to be the dimensions of the road I have the honor to request to be informed what the widths of the road are to be.

I have the honor to be
Sir,
Your most obedt. Servant,

O. V. Woodley Lt Col. R.E.
Supg Engineer, V Circle

Train,
28th February 99

Col. Smart R.E.
Madras.

2P 2

Dear Col Smart,

I have been trying to catch on to the calculation you were making last evening but I cant follow it at all. I will have a look when I get home and meantime would be very willing to give Rs.9.4. a ton on our goods to any one who would run them from Kotagudi to Munaar and upkeep the Road and Rope.

We have say £. 20,000 invested in Road and Rope and our own traffic will be about 7,000 to 8,000 Tons on an average next 5 years so this m means that at 10 % on the Capital divided over each ton of goods would equal Rs.3.12., chargable to it for interest on Capital or Rs. 13 in all that I am willing to pay, as compared with Mr. De Winton's Estimate of Rs.7.8.

It is clearly a mistake on his part and the offer in my last letter contained the lowest rate, work can be done for without entailing heavy loss.

Yours Sincerely,

L Davidson

place with file -
Cent
1/3/99

P. W. 29.
1,000—29-11-98.

Public works (1899) Department.

CURRENT No. 2089

(4)

[illegible] 16/3/99

W/ It has been sent to the Rev. Dept. for counter-initials first.
Rm 16/3/99

From Mr L. Davidson.
Munar.

No.

[illegible] 16/3/99

Dated 5. 3. 99
Received } 9. 3. 99
Registered }
Enclosures ,
Spare copies. ,

W/ Await return of previous papers from the Revenue Dept.
AeK
16.3.99.

W.

SUBJECT.

Requesting that a Sufficient hire may be allowed to Carry goods to Munar.

Rm

J.A.W

P. W. 29.
1,000—29-11-98.

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

4P

Munaar,
5th March 99.

Col Smart R.E.
Chief Engineer & Secty. to Govt.
Public Works Department,
MADRAS.

Bodi Rope and Tramway.

Sir,

+ not read. I have the honor to state in continuation of my demi official of 28th ultimo I have given the matter of rates my most careful attention and the offer in my letter of 13th ult is a liberal one and will I trust be accepted by Government.

? 15 Vide Cu/1415 ✓

Mr. Joyce has sent me contract to sign altering the Road from 21 to 15 feet in the plains and 10 to 15 feet (12 ft in solid) in ghaut and I am not sure of the legality of this alteration, besides it means a lot of loss to us, but of course I offered to do the Road so, and am quite willing to stick to it, and per contra I hope the Government will freely agree to allow us sufficient hire to carry goods to Munaar as we have already invested a large sum of money and much energy in what will be of great benefit to the outside public, who so far have done nothing.

I have the honor to be,
Sir,
Your obedient Servant,
L Davidson

R. office for C.E 7/3/99

BACK PAPERS.

G.O.	No.

Public Works (1899) Department.

CURRENT No. 2070.

(57)

No: 1564 C d/ 14-3-99

From The Supg. Engineer VI. Circle

No. 352. L.D.

Dated 7th March 1899.

Received } 8. 3. 99.

Registered

Enclosures

Spare copies

~~**Order**~~ Memo

With reference to his letter No 352 M.D. d/ 7th March 1899, the S.E. VI Circle, is requested to be so good as to [illegible] report what extra cost will be incurred by making the road 18 ft wide in the plains instead of 15 ft & whether the whole estimate will come within 1 lakh.

Ans

9/3/99

SUBJECT.

Bodi. Kotagudy Road.

Informs that he considers that the dimensions of the —— as tendered by Mr. Davidson are better and that they may be adhered to.

16/3 SAN

To

The Suptg. Engr., VI Circle. d/ 17/3/99

INDEXED.

BACK PAPERS.

No.	Date.
1296C	2-3-99

FURTHER PAPERS.

No.	Date.

No. 352. L.D.

OFFICE OF THE SUPERINTENDING ENGINEER,
6TH CIRCLE,
Trichinopoly, 7th March 1899.

From
Lt Col. O. V. Boddy R.E.
Superintending Engineer,
6th Circle.

5P

To
The Chief Engineer,
P. W. D.

SIR,

ENCLOSURES.

With reference to your Memorandum No: 1296 C dated 2nd March/99 I have the honor to inform you that I Consider the dimensions as tendered for by Mr: Davidson, namely, 12' in the solid, or 15' including side drains and embankment for the 6 miles of ghât, 15' on the plains are preferable to those suggested by me. I estimated the cost of the road with dimensions of 21 feet on the plains and 10' on the ghât at Rs 87,000, but as the estimate has been sanctioned for one lakh of Rupees, the dimensions tendered for should be accepted. A width of 18' on the plains would be preferable to one of 15', but as carts could use the 15' road, & there will be very little cart traffic, I think that the tendered dimensions may be adhered to.

I have the honour to be
Sir,
Your most obedt. Servant

J. J. Bodilly Lt Col. R.E.
Supg Engineer, V Circle

7/3/99

Public Works (1899) Department.

CURRENT No. 2563

(6)

1807 C 25/3/99
1815 C 25/3/99
× put up with W.O. from C & Sub
N° 373/99 30/3/99

Order

From
The Supg Engineer
V. Circle

No. 455. L. D.

Dated 22d March 1899.
Received } 23-3-99
Registered }
Enclosures
Spare copies

SUBJECT.

Bodi-Kotagudy Road.
Recommending strongly that W. Davidson's tender for the construction of the be accepted in its entirety and informs that the additional cost for increasing the box of the Road would be Rs 800.

W/
For orders
AK
26·3·99

Lie over till the return of C No 1815 from circulation
JW

Rm 27/3/99

will be very little cart traffic, I think that the tendered dimensions may be adhered to.

I have the honour to be
Sir,
Your most obedt. Servant,

J. T. Bindley Lt. Col. R.E.
Supdg Engineer, V Circle

Public Works (1899) Department.

CURRENT No. 2563

(6)

1807 C 25/3/99
× 1815 C 25/3/99
× put up with w.o. from [illegible]
No. 373 30/3/99

From
The Supdg Engineer
V. Circle

No. 455. L. D.

Dated 22nd March 1899.

Received
Registered 23-3-99

Enclosures

Spare copies

Order

W/ For orders
ABK 24.3.99

Lie over till the return of C. No. 1615 from circulation. JW

Rw 31/3/99

SUBJECT.

Bodi-Kotagudy Road. Recommending strongly that Mr. Davidson's tender for the construction of the line be accepted in its entirety and informs that the additional cost for increasing the width of the road would be Rs 800.

BACK PAPERS.

No.	Date.

FURTHER PAPERS.

No.	Date

No. 455. L. D.

OFFICE OF THE SUPERINTENDING ENGINEER,
6TH CIRCLE,
Trichinopoly, 22d March 1899. D/22

From
Lt Col. C. V. Boddy R.E.
Superintending Engineer,
6th Circle.

6 P

To
The Chief Engineer,
P. W. D.

SIR,

ENCLOSURES.

2

With reference to your No: 1564 C dated 14th March 1899, I have the honour to point out that the tender made by Mr: Davidson for the construction of the road is a lump sum tender, and that therefore any work done in excess of the work tendered for, should I think be separately paid for. To increase the width of the road on the plains from 15' to 18', but without any additional metalling, would cost roughly Rs 800.

2. I consider however that it would be advisable not to increase the width at present, but to adhere to the terms of Mr: Davidson's tender. It is quite possible that a width of 15' will be found ample for the limited cart

traffic in the Kotagudi Valley, and it will be very easy to widen it at any time, as there are no embankments, the only raising being that required to raise the surface of the road above the ground drainage.

3. I consider that Mr: Davidson's tender is so advantageous as regards the increased width which he provides for the road on the Ghât, that I would strongly recommend, with reference to my letter No: 266 M.D. dated 20th February 1899, that that tender be accepted in its entirety.

I have the honor to be
Sir,
Your most obedt. Servant.

J. V. [illegible] Lt Col. R.E.
Supdg Engineer, W Circle

Public Works (1899) Department.

P. W. CURRENT No. 2914

(7)

From L. Davidson Esq

No. —

Dated 27-3-99
Received } 7-4-99
Registered }
Enclosures
Spare copies.

L

SUBJECT.
Bringing to notice certain points in connection with Bodi Road and Ropeway to be settled before the work is begun.

SAW

P. W. 20.
1,000-29-11-98.

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

TELEGRAMS:
"MUNAAR."

MUNAAR P. O.,
DEVIKULAM,
S. INDIA.

No.
LETTER BOOK A
FOLIO

10

27th March 1899.

Col Smart R.E.
Chief Engineer & Secty to Govt.
Public Works Department.
MADRAS.

Dear Col Smart, Bodi Road and Ropeway.

I have another letter today from Mr. Joyce asking me to sign Contract to begin work and this I am ready to do as soon as Land is acquired. In fact if we dont begin very shortly our coolies will again get scattered, and it will cost something to collect them.

There are two points to be settled first, and the one is getting the Land which is being taken up now, and the second is definitely fixing the rates of hire to Munaar as I am advised the rates must go into the Contract with Government for Land, and I would be greatly obliged if you could have the matter finally fixed up; see my letters of 13th & 28th February and 5 th March.

If you think it advisable Mr. Thorp or I will come to Madras if this will facilitate matters; your early reply will greatly oblige.

Yours faithfully,

Davidson

BACK PAPERS.

G.O.	No.	Department.	Date

Urgent

Public works (1899) Department.

CURRENT No. 3268

(8)

From

Mr L. Davidson.
Munaar.

No.

Dated 18. 4. 99.
Received
Registered 21. 4. 99.
Enclosures
Spare copies

SUBJECT.

Requesting that he may be allowed to go on with Bodi road at his own expense pending the signing of contracts.

R15/5
02544

BACK PAPERS.

G.O.	No.	Department.	Date

FURTHER PAPERS.

G.O.	No.	Department.	Date.

Urgent

TELEGRAMS:
"MUNAAR."

MUNAAR P. O.,
DEVIKULAM,
S. INDIA,

No.
Letter Book
Folio

Urgent.

J P

18th April 1898.

The Secretary to Government,
Public Works Department,
MADRAS.

sent W, 14/4/98

Sir,

I have the honor to acknowledge receipt of your letter No.2065 C dated 13th instant, and am today wiring you that I have written accepting the re-adjusted terms stated therein in reference to Bodi Kotagudi Road.

viz (1) That Rs.7.8 per ton be charged for the transport of goods from Kotagudi to Yellapatty.

(2) That the charge for carting goods over the Company's Road, in their own carts, from Yellapatty to Munaar, or over their proposed Tramway be Rs.5 per load for the twenty miles and Rs.2.8 for each return load, ie, Rs.7.8 for the double journey per load.

(3) That the load be 15 cwts in country carts (if produce is not too bulky) and 1 ton on the Tramway.

(4) That the public will at their option be entitled to use their own carts from Yellapatty to Munaar. and

(5) That the width of the Road from Bodinayakanur to Kotagudi be altered to 18 feet on the plains and 12 feet on the Ghaut.

The other points which I would particularly ask you to see are inserted are,

(6) That platforms of Bridges be 10 feet wide (as arranged with Mr. Thorp).

(7) That Wilson & Co repay us the Rs.37,000 we contribute to the Road when they lay their rails there on.

of

in

reference to the ——.

SAW

P. W. 23.
2,000—15-39-9.

L. 544
R15/5

Note Please see DW's slip attached to Memo 2065 C

BACK PAPERS.

Urgent

2

Urgent

Public works (1899) **Department.**

CURRENT No. 3269

E (9)

From

Mr L. Davidson.
Munaar.

No. .

Dated 18. 4. 99
Received } 21. 4. 99
Registered }
Enclosures
Spare copies

SUBJECT.

Bosi – Kotagudi road:

Regarding the acceptance of the re-adjusted terms in reference to the ______.

SAW

[P. W. 29. / 2,000—15-39-9.] L. 844

R15/5

Note Please see BW's slip attached to memo 2065

BACK PAPERS.

G.O.	No.	Department.	Date.
	2065 C	P.W	13-4-99
	1270 C	„	6-1-99
	1477 C	„	10-3-99
	1815 C / 4	„	25-3-99
	1807 C	„	25-3-99
	1456 C	„	9-3-99

FURTHER PAPERS.

G.O.	No.	Department.	Date.
	1451 C	„	9-3-99
	1675 C	„	18-3-99
	112 W	„	11-1-99
	896 D	„	30-8-98
	921 D	„	5-9-98
	915 D	„	2-9-98
	836 D	„	20-8-98
	707 D	„	23-7-98
	682 D	„	19-7-98
	1128 W	„	5-5-98
	204 D	„	5-5-98
	2407 C	„	5-5-98
	162 D	„	3-5-98
	102 D	„	26-4-98
	26 D	„	16-4-98
	772 W	„	22-3-98
	1494 C	„	11-3-98
	534 C	„	28-1-98
	& also Atlas		Sheet No. 62

PUBLIC WORKS DEPARTMENT.

1 1/2

Subject:—

TELEGRAMS:
"MUNAAR."

No.
Letter Book
Folio

MUNAAR P. O.,
DEVIKULAM,
S. INDIA,

18th April 1899

The Secretary to Government
Public Works Department,
MADRAS.

88

Sir,

Pending the signing of Contracts I have the honor to request that we may be allowed to go on with Bodi Road at our own Expense to save every day we can as it is urgently wanted.

I have the honor to be,
Sir,
Your Obedient Servant,

L Davidson

BACK PAPERS.

Urgent

Subject :—

30e

Separately

1P

Print

NOTES.

Connected with G.O 1292 W. & 16.5.99

Very urgent

READ the following :—

Circulated to His Excellency again 9.5.99

FOR ORDERS

12922 W
16-5-99

With reference to His Excellency's orders on Hon. Col. Lunato's Note of 27.4.99 I beg to point out that Messrs Finlay Muir & Co agreed to pay ½ the cost of the road unconditionally

X vide letter marked X in file, & my Note for orders of 3.10.98 flagged

Y Y. I only proposed that they should be recouped the amount by Messrs Wilson & Co. if the latter firm obtained the tramway concession, because I considered that arrangement fair & equitable. As, however, it seems that

[P. W. 43. / 1,000—28 2-99.]

8.5.99 R 9.5.99 R 9.5.99 – H.E. 9.5.99 R 10.5.99 H mo(1) & (2) 11.5.99

Messrs Wilson & Co have been persuaded upon with the greatest difficulty to construct the tramway as far as Kotapadi, & that the proposal to refund to Finlay Muir & Co the amount expended by the latter firm on the road would certainly not be accepted by them, it only remains to keep Finlay Muir & Co to their original promise of paying 1/2 of cost of road unconditionally. The road is to be built almost exclusively for the benefit of Finlay Muir & Co, & I am most strongly of opinion that Govt. should not pay one penny more towards its cost than the half cost, not exceeding Rs 50,000, already promised. I therefore recommend that Finlay Muir & Co be informed to this effect, & also that they can

READ the following :—

12 92-W
16-5-99

Circulated to

FOR ORDERS

proceed with the construction of the road at their own expense, in accordance with their request, in the above terms.

2. I see by the Tramway Order that this portion of the tramway has to be completed in 12 months from date of order. It seems therefore unnecessary to make the road of greater width in any portion of its length than is required for the tramway, which I take to be 10 feet. This would greatly reduce its cost — & I think Finlay Muir &

3

P. W. 43.
1,000—28 2-19.

a Co. may be told so –

3. Mr Spring may also be authorised to inform Wilson & Co. that Govt will not insist on any contribution from them towards the construction of the road –

8. 5. 99

I accept the proposals in the above Note; except that which would provide for the road being made narrower. This should certainly not be done without the consent of the Dist. Board. It would be safer to leave the width as settled.

A.G.H.
8.5.99

A.A.
11.5.99.

H.D.
11-5-99

J.V.S.
9/5/99

Very urgent

I have amended the Draft where – Send to R. for c.i. & then to H.E. for approval. Then send out [illegible] direct to Mr Davidson vide VI

G. 5. 99

I accept the Draft as amended, but it shd. be circulated to Hon. Members before issue.

A.G.H.
10.5.99

Circulated
10.5.99

Form No. 14.

1298 W

PUBLIC WORKS DEPARTMENT,
RAILWAY BRANCH.

C. No.

Atlas Sheet No. 62
returned for W. to send to [illegible]
29.5.99

NOTE FOR W.

The proposal made in para 5 of the draft G.O. is quite new to me. The first I heard of it was in a letter received on the 19th inst from Mr Davidson. I find that the G.O. 112.W. was never communicated to this Dept. either for C.I. or afterwards. Had it been communicated to me its terms would of course have been taken into account in the long and difficult negociations with Messrs Wilson & Co. which happily terminated, at the interview which Mr Turnbull and I had with H.E. the Governor, in their agreeing to do all that Messrs Finlay Muir (The K.D.H.P.Co.) wanted them to do. Had Mr Turnbull had any idea that hidden in the background was an order that they were to pay Rs 36,667 for making the road on which, with the utmost difficulty, I induced him to agree to run his rails, (in return for a payment of Rs 200 per mile per annum) he would never, I feel pretty certain, have gone home as he has done to try to float his Company.

As a matter of fact though the G.O. was never communicated to me I have seen it. I came found it in a bundle of Works G.O.s which were being sent round for perusal. Finding that the particular G.O. contained an order that a certain road was to be made which I knew to be required for the tramway, I told my office to get hold

It must I think end in Govt. making of the payment either of the full amount Rs 36,667 or Rs 20,000 as proposed by me – see note beyond.
2/6/99

As to the suggestion that the Madura District Bd. – 82 – pay the R 36,667 the matter would of course have to be put before the Bd. and in the face of their action in grudging the R 13,333 they finally consented to pay, there is little chance of their consenting to pay more – In any case their consent cannot be relied on.

1/6/99

93 H.L. 15.5.99 D 16.5.99

a copy and keep it in my Cm. Engr. file. I glanced through the G.O. itself and saw that it ordered the road to be made which was all I wanted to know. I had no reason to suspect that hidden away in the Chief Engr's Note was a suggestion (confirmed in the G.O.) that concerned my Dept; as in that case of course it would, I suppose, have been communicated to me.

My opinion in regard to what is the right thing now to do is as follows. I consider that interview between H.E. Mr. Turnbull and myself to [illegible] the real basis of agreement between Govt. and Wilson & Co. So far as I know, that firm, any more than I, were not furnished with a copy of the G.O. I therefore see nothing for it but for Government or the District Board, to pay the Rs. 36,667.

In anticipation of the possibility, though I think it improbable, of H.E. and Hon. Member t agreeing with me, and of their considering that condition should (even now after Mr. Turnbull has e home) be inserted in the final issue of the mways Order, I have inserted it in the f of that final issue which I expect to ive from press in a day or two. But I certainly t think it would be straight to insert the ition at this late date.

FJES
26/4/99

Received 5

* The draft was published [illegible] after which in the Gazette, for objection, if any, from all parties in regard [illegible] the Act.
FJES
1/5/99

It may, I think, be conceded that we made a mistake in not sending the G.O. in question to R for counter initials, but R was also wrong* in not making us acquainted with the negotiations that were in progress and apparently been successfully completed.

2. It is for Govt. now to say how the repayment of Rs 36,667 is to be made. As the Coy of which Mr. Davidson is the manager will gain a great [illegible] by the construction of the road and as they are likely to carry out the work at considerably less than the lump sum of 1 lakh which is to be paid to them I am of opinion that this sum (say Rs. 36,667) should be reduced to Rs 20,000.

27/4/99

Urgent

P.W. DEPARTMENT.

READ the following:—

Letters from L. Davidson Esqre, General Manager, Kannan Devan Hills Produce Co dt 15.2.99 & 28.2.99
" " Supdg. Engr., VI Circle, No 266 M.D. dt 20.2.99
" " L. Davidson Esqre dt 5.3.99
" " the Supdg. Engr., VI Circle, No 352 M.D. dt 7.3.99
" " Do No 455 M.D. dt 22.3.99
" " L. Davidson Esqre dt 27.3.99
" " Do dt 18.4.99
" " Do dt 18.4.99

Circulated to

H.E. the Governor.

Hon'ble Mr. A.T. Arundel C.S.I.
Hon'ble [illegible]

Col. Smart's proposal in his Note of 27.4.99 (with reference to para. 5 of this draft G.O.) should go to Financial for consideration. If Financial agrees, the next step will be to ask Messrs Finlay Muir and Co., if they accept it.

A.E.H.
5.5.99

To
R.
The Rev. Dept.
" [illegible] Dept
for favouring c.i.

× Flag B.

I
B

H.E. 3-5-99

R. 6.5.99

P. W. 42-A.
1,000—2-3-99.

ORDER.

No: 1292 W dt 16.5.99

In the first of the letters read above Mr. Davidson, the Manager of the Kannan Devan Hills Produce Company, points out that the terms mentioned in clause (5) of his lett dated 9th November, 1898, have bee misinterpreted in para 4 of th Chief Engineers' Note printed i G.O. No. 112 W, dated 11th Jany 189 proposal in Mr. Davidson's le of 9th Novr. 1898 ran thus "the Pu "shall be entitled to the use "the ropeway and road, so lon "as same are held by the Comp "and its assigns, at the rate "Rs 7-8-0 per ton on loads no "exceeding 3 cwt". Mr. Davids explains that the road he alluding

93 16.5.99 R 16.5.99

alluded to meant road or tramway up to the Travancore boundary. Mr de Winton, however, in para 4 of his Note referred to above, recommended that the proposed grant of Rs 50,000 from Provincial ds should only be given on e distinct understanding that the general public shall be permitted to use the ropeway, tramway, and road in connection therewith, in Travancore territory, on the terms laid down by Mr. Davidson in para 5 of his letter dated 9th Novr., 1898, viz: Rs 7-8-0 per ton. This would appear to ean that the Company were carry goods for the public the hole distance from Kottagudi t the foot of the ghat to Munnar, terminus of the Company's ivate road in Travancore ritory, at Rs 7-8-0 per ton.

As Mr. Davidson states t the Company could not, pt at a loss, transport ds over this " distance Rs 7-8-0 a ton, Govt. is willing eadjust the terms of the agreement

agreement as follows

(1) that Rs 7-8 per ton be charge for the transport of goods from Kotagudi to Yellapatti

(2) that the charge for carting goods over the Company's road, in their own carts, from Yellapatti to Munnar, or over their proposed tramway, be Rs 5 per load for the twenty miles, & Rs 2-8-0 for each return load, i.e. Rs 7-8-0 for the double journey per load.

(3) that the load be 15 Cwts in country carts (if produce is not too bulky), & 1 ton on the Tramway.

(4) that the public will at their option be entitled to use their own carts from Yellapatti to Munnar.

In ~~the last of the letter~~ his letter dated 18th April 1899 read above Mr. Davidson accepts the~~m~~ ~~above~~ readjusted terms.

3. A further discrepancy is brought to notice by the Supdg. Engr. VI Circle, viz: that the Chief Engine

O.C. 93 H 15.5.99 R 16.5.99

xed the width of the road om Bodinayakkanur to Kota:ndi at 21 feet on the plains & feet on the ghat, whereas Mr. Davidson's tender, which Mr. de rinton recommended should be ccepted in its entirety, gives the idths of 15 feet in the plains & 2 feet on the ghat. The Govt. however onsiders that it will be preferable o make the road 18 feet wide n the plains & 12 feet on the ghat, & this modification, which Mr. Davidson accepts, will be arried out.

4. Under para (3)× of the tender, dated 9th Novr. 1898, the Company ~~will~~ undertakes to construct all necessary drains, culverts, revetments & bridges, in:cluding a bridge of 5 spans of 10 feet each across the river Koralinga where the trace passes uch river. Mr. Davidson now proposes that the platform of ridges be 10 feet wide, but ovt. is of opinion that they should platforms or clear space between parapets or ~~[illegible]~~ guards be 15 feet on the 18 feet road on the plains & 10 feet on the ghat.

× Flag I.

Re page 2 para [illegible] above the 50 [illegible] of the cost [illegible] [illegible] the Rs 13

13 P

5. Mr. Davidson finally as in his letter dated 18th April 1899, that it may be inserted in the agreement: "that Wilson & Co repay us the Rs 37,000 we contribute to the road when they lay their rails thereon." It was decided× that the amount to be repaid by ~~the~~ Messrs Wilson & Co, or other concessionaire when constructing a tramway on the Bodinayakkanur-Kotagudi road is the amount spent by the Kanan Devan Hills Produce Company on the road, not exceeding Rs 36,667. This condition will be entered in the agreement; & the Railway Branch will arrange for the condition being inserted in the contract with Messrs Wilson & Co.

× vide C. E.'s Note printed in G.O. No. 112 W. d/ 11.1.99

With regard to this, Mr. Davidson will be informed that Messrs Wilson & Co have with the greatest difficulty been prevailed upon to construct the tramway as far as Kotagudi – No such condition as above described has been entered in the agreement with them & it is certain that they would not accept it – The cost of the Bodinaickanur

6. The agreement with

L 3,000—99.

1218 o.L 93 15.5.99

Kanan Devan Hills Produce Company, will be drawn up by the Govt. Solicitor in communication with the Supdg. Engr. VI Circle, & will be submitted for the approval of Govt. before it is executed.

4. In the last of the letters read above, Mr Davidson requests that the Company may be allowed to go on with the Bodi-Kotagudi road at its own expense pending the signing of the Contracts. H.E. the Governor in Council has no objection to the work being started as proposed.

AKK
26.4.99.

26/4/99

28/4/99

- Kotagudi Road & above the 50 per cent of the cost promised by Govt. and the Rs 13,333 promised by the District Board must be found by the Kanan Devan Hills Produce Company

9.5.99

22/5/99

17/5

To

The Supdg. Engr., VI Circle
" Revenue Dept
" L.M. Dept.
" Examr., P.W. Accts
L. Davidson Esqre
Manager, K.D.H.P. Co.

17/5

The Govt. Solicitor
" Railway Branch
~~" Examr., P.W. Accts~~.

The correspondence may be recorded.

The file is, I believe, in circulation 29.5.99

AKK
31.5.99.

W.

The order has been sent-down to Madras for print and issue.

31 May 99

Noted. Put in file

31.5.99

Des/ Please attach these papers to orig' GO in return from Press

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24th. May 9

of the 19th instant and your Draft

it arrived another Government

which I enclose.

your Agreement and the following

ng over it again with

Government Order.

Messrs. Wilson & Co. or their assigns

of the portion of this clause begin-

Government Order. of course if

exempting Messrs. Wilson & Co. or

advantage. Before I forego the

& Co's consent, which I have

it.

that underlined portion is, beginning

what connection the loads on the

down the Kundah Road, and I think

P. W.
2,000—99.