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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. <u>613</u>	Press <u> </u>
<u>248-249</u>	Mis. <u> </u>
Dated <u>11-4-</u>	<u>1864</u>

Not to be folded or roughly handled

Draft
Agreement taken by
C. D. Orr for Mr.
Bonycastle -
12-5/66.
17-2-67

Articles of agreement made and entered
into this day of 1863. Between
The Right Honorable the Secretary of
State for India in Council of the first part
The Municipal Commissioners for the
Town of Madras (hereinafter designated
as the said Commissioners) of the second
part and George Barclay Price and
James Samuel respectively of Great George
Street in the City of Westminster in
England Civil Engineers (who as well
for themselves as for their Executors -
administrators and assigns and any
Registered Joint Stock Company to be
promoted by them for the purposes herein
after mentioned are hereinafter collectively
designated as the said Concessionaires)
of the third part.

Whereas the said Concessionaires have
applied to the Government of Fort Saint George
at Madras aforesaid acting for and on behalf
of the said Secretary of State for India in
Council for permission to lay down Street
Railways in the City ^{and suburbs within the limits of the} and ^{any other portion of the City of Madras}
And whereas under the provisions of Section
5 of Act No. 14 of 1856 of the Legislative
Council of India all the public streets and
Roads.

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Roads within the local limits of maderas and
the pavements stones and other materials thereof
and also all erections materials implements
and other things provided for such streets and
Roads became vested in and became the property
of the said Commissioners. And whereas the
said Secretary of State for India in council
and the said Commissioners have agreed to grant
such permission upon the terms and conditions
hereinafter contained. Now these presents
witness that for carrying the said proposal and
agreement into execution they the said Secretary
of State for India in council and the said
Commissioners for themselves and their successors
respectively on the one part and the said Conces-
sionaires for themselves their Executors or
administrators or successors as the case may
be on the other part do hereby covenant declare
contract and agree with the others ^{or others} of them
their successors and assigns and Executors
administrators and assigns respectively as
follows.

1. The said concessionaires shall lay down
and construct in and about the streets and ~~about~~
^{within the local limits of the Company limits of the City of}
~~suburbs of~~ maderas ten miles of Street Railways
upon such Roads as the said Government of
Fort Saint George ^{and the said Commissioners} may select and for the purpose
of such construction shall in all things
conform to the provisions contained in Act
No XXII of 1863 of the Legislative Council
of India.

2. The Gauge of the Railway to be constructed by them shall be 5 feet and 6 inches so as to make such Railways available for inter-communication of traffic with the Madras or other Railways without break of gauge.

3. The said Railways shall at the option of the said Commissioners be constructed either with a double or single line of Rails and with proper passing places at such places as the said Commissioners shall determine.

4. The Rails shall be low level with the surface of the Road so as to cause no interruption to the ordinary carriage and Bandy traffic passing over such roads.

5. The traffic on the said Railways shall be worked by Horses or Bullocks or with the previous consent in writing of the said Government of Fort Saint George and the said Commissioners by Locomotives.

6. The said Railways shall be in all respects constructed and maintained at the expense of the said Concessionaires to the satisfaction of the said Government of Fort Saint George and the said Commissioners and the working of the said Railways whether for Passenger or Goods traffic shall be subject to such Police or other regulations for ensuring the safety and convenience of such passenger and goods traffic as may from time to time be passed by or with the sanction of the said Government of Fort Saint George and the said Commissioners. 3 The

7. The said concessionaires shall restore all roads interfered with in the construction of the Railway and execute all repairs of such roads as shall from time to time be rendered necessary by reason of the working of the said Railway such restoration and repairs — respectively to be to the entire satisfaction of the ^{Civil} Chief Engineer for the time being of the said Commissioner.

8. The first section of the said Railway shall commence at the Railway Terminus at Roy, apooram running past the foot of the new Pier along the north Beach to the corner near the house of business of Messrs Parry and Company thence westward skirting the Bazaar to the General Hospital and from thence in the same direction over the General Hospital Bridge to the Gun carriage manufactory and the Nephry Road near to Peria market being in all a distance of three miles or thereabouts.

9. The said concessionaires shall construct and complete ready for working the first section of the said Railway within 12 Calendar months after receiving notice in London of the execution of these presents by the said Secretary of State for India in Council and the said concessionaires shall construct and complete ready for working the remaining sections within a like period of

of 12 Calendar months from the respective times of their receiving in London notice in writing from the said Government of Fort Saint George of the selection by the said Government of Fort Saint George of such remaining sections.

10. The said concessionaires shall at all times hereafter during the continuance of this concession keep a properly authorized agent at Madras.

11. The ~~the~~ said concessionaires shall have the sole and exclusive right of using carriages or vehicles with flanged wheels on the Railways to be constructed by them during the period of 21 years from the time when the said first section of the said Railways shall be completed and ready for traffic.

12. The said concessionaires shall be at liberty to levy such tolls only for the conveyance of Passengers and goods upon the said Railways as the said Government of Fort Saint George shall from time to time sanction.

13. If the said Government of Fort Saint George shall at any time during the concession hereby granted determine to construct ^{within the limits of the Ordinary Jurisdiction of the} similar Railways in the City or Suburbs ^{High Court at} of Madras, the construction and working of such Railways shall in the first instance be offered to the said Concessionaires upon such terms and conditions as the said Government of Fort Saint George and the said Concessionaires shall then be willing to agree to and ~~the same terms as are contained in the~~ ^{the same terms as are contained in the}

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17 At the expiration of the said term of 21 years the then proprietors of the said Railway shall, ^{in the event of the said Government of Fort Saint George declining to exercise the right of purchase} ~~in the event of the said Government of Fort Saint George declining to exercise the right of purchase~~ conferred upon them by these present rights of franchise ~~conferred upon them by these present rights of franchise~~ remove the said Railway with all convenient speed and at their own expense remove the said Railway and all the materials and plant thereof and restore the several roads traversed by such Railway to their former state and condition to the satisfaction of the ^{Chief} Engineer for the time being of the said Commissioners.

18. If the said concessionaires shall at any time during the said term of 21 years neglect or fail to perform to the satisfaction of the said Government of Fort Saint George and the said Commissioners the several covenants conditions and agreements on their part - hereinbefore contained it shall be lawful for the said Government of Fort Saint George either to purchase the said Railway upon the terms mentioned in clause 16 of this agreement or else to put an end to the concession hereby granted and absolutely to determine this agreement in which last mentioned case the said concessionaire shall thereupon forthwith remove the said Railway in the manner mentioned in clause 17 of this agreement as if this agreement

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agreement has come to an end by effluxion
of time and the said Government of Fort 19
Saint George has declined to exercise the
right of purchase conferred upon them
by clause 16 of the presents -

19. That if at any time during the
continuance of this agreement any dispute
or controversy shall arise between the
said parties or between one of them and the
Executors or Administrators or Successors or
affidants respectively of the others or other of
them concerning any of the clauses covenants
or agreements herein contained or any
valuation or appraisement to be made
as aforesaid or any other matter or thing
whatsoever in any wise relating thereto
the same shall be referred to the award
or arbitration of such two persons as shall
be nominated and appointed for that
purpose by the parties in difference one
of such arbitrators to be named by one
of the parties in difference and the other
of them by the other party in difference
within thirty days next after any such
dispute or controversy shall so happen
and in case such two persons shall not
agree in the premises and shall not make
their award in writing under their hands
and seals and deliver the same to the
parties in difference within the space
of 30 days next after such dispute or
controversy

controversy shall be referred to them the same shall be referred to the determination of such indifferent person as the said Arbitrators by any writing under their hands shall nominate and appoint as umpire in the premises whose award under his hand and seal shall be delivered to the parties in difference within 30 days after he shall be so appointed and such award shall be binding and conclusive on all the parties and in case either of the parties in difference shall neglect or refuse by the share of one calendar month after notice in writing given by the other party for that purpose to join in the appointment of such Arbitrators as aforesaid it shall be lawful for the Arbitrator to be chosen by the party giving such notice to make an award which shall be binding in like manner as if the party so neglecting or refusing had chosen an Arbitrator who had actually joined therein. And for the further and better enforcing the performance and observance of every such award to be made as aforesaid the reference or submission for or in respect of the same shall from time to time be made a rule of any of the superior courts. In witness whereof

and the parties to the same shall be referred to the determination of such indifferent person as the said Arbitrators by any writing under their hands shall nominate and appoint as umpire in the premises whose award under his hand and seal shall be delivered to the parties in difference within 30 days after he shall be so appointed and such award shall be binding and conclusive on all the parties and in case either of the parties in difference shall neglect or refuse by the share of one calendar month after notice in writing given by the other party for that purpose to join in the appointment of such Arbitrators as aforesaid it shall be lawful for the Arbitrator to be chosen by the party giving such notice to make an award which shall be binding in like manner as if the party so neglecting or refusing had chosen an Arbitrator who had actually joined therein. And for the further and better enforcing the performance and observance of every such award to be made as aforesaid the reference or submission for or in respect of the same shall from time to time be made a rule of any of the superior courts. In witness whereof

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concordia et amicitia inter nos et vos
et inter vos et omnes christianos
et inter omnes christianos et omnes
homines bonos et rectos et iustos
et inter omnes homines bonos et rectos
et iustos et omnes christianos et omnes
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N^o 134

Madras, March 21st 1864.

From John Robert Boyson,
Government Solicitor-Madras.

To Col. C. A. Orr R. E.,
Secretary to Government D. P. W.
Madras.

Sir,

Dated 3rd February
1864 N^o 361.
Dated 19th do. N^o 502
P. W. D.

1. Referring to the Proceedings of Government noted in the margin, I have the honor to return the draft of the proposed Agreement with Messrs Prince and Samuel for the construction of Street Railways in Madras, which I have further modified in accordance with the directions of Government.

2. In lieu of the term "Suburbs of Madras," I have used the expression "within the limits of the ordinary Jurisdiction of the High Court at Madras."

3. I have altered clause 13 by providing that any additional Sines shall in the first instance be offered to the Concessionaires upon "such terms and conditions as the Government and the Municipal Commissioners shall then be willing to agree to and sanction" instead of upon the same terms as are contained in the present Agreement.

4. Clause 16 now provides that Government shall

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Mr. Right Honorable the
Secretary of State for India
in Council and the Municipal
Commissioners for the
Town of Madras.

Wm. Prince & Samuel

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Articles of Agreement
for the construction of Street
Railways in Madras.

John
Boyson

shall be entitled to purchase at the end of the full term of 21 Years as well as at the expiration of the first 7 or 14 Years of such term.

5. The 17th Clause provides that in the event of Government not exercising their right of purchase, the Concessionaires shall at the expiration of 21 Years remove the Railways materials and plant and restore the road traversed by such Railways to their former condition.

6. It will, of course, be open to Government and to Municipal Commissioners (without any express stipulation on the point) to forego the removal of the Railways and permit them to stand on such terms and conditions as the Government and the Municipal Commissioners may then be willing to agree to and sanction - and the same may be evidenced by a fresh Agreement.

7. The Draft being altered in several places I enclose with it a fair copy of it as finally revised.

I have the honor to be,

Sir,

Your most obedient Servant

J. M. Mason

Govt. Secy.

Geo. S. Edwards / 40 of 70-71
- 19 - 392-395
Copy in Volume to Eng?
2715: April 1864

P.W. 1864. 25 April
No 1287
From Mr. Govt. Secy. - Madrid
to the Secy. to Govt. G.W.S.

Dated 21st March
Rec'd 22^o

No 134
2 enclosed
1 in 2^o 2^o 2^o

Submitted for Draft of proposed
Agreement for the combination
of Street Railways in Madrid,
revised in accordance with
directions of Government.

cto 1013-11th April/64

cto 1013 1013

The Draft Agreement forwarded
with this letter will be submitted to
the Royal Chamber the Secretary of
State.

Chapman
11th April/64
L.S.

248-249

c. 125 of June 1864. A. 64

With an order.