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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No.	1256	Press Mis.
Dated	12-4-35	18

Not to be folded or roughly handled

STREET RAILWAYS IN MADRAS.

AGREEMENT

BETWEEN THE RIGHT HON'BLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL AND THE MUNICIPAL COMMISSIONERS FOR THE TOWN OF MADRAS WITH MESSRS. BRUCE AND SAMUEL.

DATED

ARTICLES of AGREEMENT made and entered into this day of 1864 BETWEEN THE RIGHT HONOURABLE 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 BRUCE and JAMES SAMUAL respectively of Great George Street in the City of Westminster in England Civil Engineers (who as well for themselves as for the Executors Administrators and Assigns and any Registered Joint Stock Company to be promoted by them for the purposes hereinafter 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 elsewhere within the limits of the ordinary jurisdiction of the High Court at Madras AND WHEREAS under the provisions of Section 5 of Act No. XIV of 1856 of the Legislative Council of India all the public streets and roads within the local limits of Madras 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 Concessionaires 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 other 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 elsewhere within the limits of the ordinary jurisdiction of the High Court at Madras 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 purposes of such construction shall in all things conform to the provisions contained in Act No. XXII of 1863 of the Legislative Council of India.

12—21, 4, 64.

2. The gauge of the Railways so 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 laid level with the surface of the roads 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 passengers or goods traffic shall be subject to such Police on 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.

7. The said Concessionaires shall restore all roads interfered with in the construction of the Railways and execute all repairs of such roads as shall from time to time be rendered necessary by reason of the working of the said Railways such restoration and repairs respectively to be to the entire satisfaction of the Civil Engineer for the time being of the said Commissioners.

8. The first section of the said Railways shall commence at the Railway Terminus at Royapooram 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 Bazars to the General Hospital and from thence in the same direction over the General Hospital Bridge to the Gun Carriage Manufactory and the Vepery Road to Periamoottoo 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 Railways within 12 calendar months after receiving notice in London of the execution of these presents by the 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 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 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.

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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 similar Railways in the City or within the limits of the ordinary jurisdiction of the High Court at 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 Commissioners shall then be willing to agree to and sanction.

14. If the said Concessionaires shall decline or shall for the space of 12 calendar months after receiving the said offer of the said Government of Fort Saint George neglect to construct such extensions or to contract for their construction and working with any person or company upon such terms as the said Government of Fort Saint George shall think fit.

Something left out Should be I suppose "it shall be lawful for the said Govt to construct such lines."

15. If the several sections of the said Railways shall not be constructed and completed ready for working within the respective times hereinbefore limited for their construction the said Concessionaires shall forfeit all rights and privileges granted to them by these presents.

16. At the expiration of the first 7 or 14 years of the said term of 21 years or at the complete expiration of the said term of 21 years the said Government of Fort Saint George shall have the right to purchase the said Railways and plant from the then proprietors thereof either for the purpose of working the said Railways or of removing them the purchase money to be calculated upon the average yearly profits of the three years immediately preceding the exercise of the right of purchase by the said Government of Fort Saint George and at 20 years purchase of such average profits.

17. At the expiration of the said term of 21 years the then proprietors of the said Railways shall in the event of the said Government of Fort St. George declining to exercise the right of purchase conferred upon them by these presents with all convenient speed and at their own expense remove the said Railways and all the materials and plant thereof and restore the several roads traversed by such Railways to their former state and condition to the satisfaction of the Civil 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 and 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 Railways 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 Concessionaires shall thereupon forthwith remove the said Railways in the manner mentioned in Clause 17 of this agreement as if this agreement had come to an end by effluxion of time and the said

Government of Fort Saint George had declined to exercise the right of purchase conferred upon them by Clause 16 of these 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 assigns 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 30 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 shall be so referred to them the same shall be referred to the determination of such in different 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 space 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 so 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, &c.

STREET RAILWAYS IN MADRAS.

ARTICLES of Agreement for the construction of Street Railways in Madras between the Right Hon'ble the Secretary of State for India in Council and the Municipal Commissioners for the Town of Madras, with MESSRS. BRUCE AND SAMUEL.

Dated 1864.

DRAFT.

John G. Hirons, P. W. Dept. Press—1864.

5+

Transferred to the Public Works Department.

A. J. Arbuthnot
Chief Secretary to Govt
9th May 1864.

No. 288. 289

1864 Dispatched to Govt of Madras for Mary. Railway Deptt
No 2075

To

SECY. TO GOVT. OF MADRAS,
IN THE P. W. D., RAILWAY BRANCH,

FROM

UNDER SECY. TO GOVT. OF INDIA,
IN THE PUBLIC WORKS DEPT.

No. 98R. / 1807.

Dated 15th *April*, 1864.

Received 4th May

1 Encl 65 Office Copies

No 345

No 1386 — 13th May 1864

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

Transferred

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No. 1386

Ordered that, this letter be communicated to the Home Govt.

Chepauk
13th May 1864