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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. 1226

Press
—Mis.—

453-55

Dated 25-4-1867.

Not to be folded or roughly handled

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*Proceedings of the Madras Government, Public Works Department,
25th April 1867.*

Read the following letters:—

No. 453. From the Acting Government Solicitor, Madras, to the Secretary to Government, Public Works Department, dated Madras, 14th March 1867, No. 132:—

1. With reference to the Government Solicitor's letter to your address of the 3rd of May last, No. 246, I have the honour of informing you that, after much delay, caused by Messrs. Arbuthnot & Co.'s reference to the Home Board of the Indian Tramway Company, Limited, on the subject, and after further correspondence and discussion with the department of the Consulting Engineer for Railways and Messrs. Arbuthnot & Co., the Agents at Madras for the Indian Tramway Company, Limited, the proposed Agreement between the Secretary of State for India in Council and the Company, with respect to the line of light railway from the Arconum station on the Madras Railway to the town of Little Conjeveram, has been finally settled and approved of on behalf of both the parties.

2. I have satisfied myself by perusal of the Power of Attorney which Messrs. Arbuthnot & Co. hold from, and under which they are now acting for, the Indian Tramway Company, Limited, that it does not contain any authority to Messrs. Arbuthnot & Co. to execute the Agreement on behalf of the Company, and I have likewise ascertained that it is Messrs. Arbuthnot & Co.'s wish that the Agreement should be transmitted to England for execution there by the Company.

3. As the Agreement must be sent to England for that purpose, it would perhaps be desirable to let it be completed there by being also executed by the Secretary of State for India in Council, (unless Government wish it otherwise,) and returned to the Government here.

4. I forward an engrossment (in duplicate) of the proposed Agreement, and shall be obliged, in the event of its being determined that it shall be executed in this country on behalf of the Secretary of State, before transmission to England for execution by the Indian Tramway Company, Limited, by both parts of the Deed being returned to me for the purpose of the testimonium and attestation being filled up. If, however, it is resolved that it shall be executed in England by or on behalf of the Secretary of State for India in Council, as I have above suggested, the attention of the Home authorities should be called to the circumstance that the concluding part (testimonium) of the Deed is left in blank, in order that it may be put in in proper form by their Home Solicitor before the Deed is executed.

No. 454. From the Acting Government Solicitor, Madras, to the Secretary to Government, Public Works Department, dated Madras, 10th April 1867, No. 222.

1. I have the honour to acknowledge the receipt of your Official Memorandum noted in the margin, requesting me to correct clause 21 of the Agreement,

Dated 3rd April 1867, No. 71. between the Indian Tramway Company and the Right Honourable the Secretary of State for India, in accordance with the Order of Government, which directs that in accordance with the instructions of the Government of India, the duty on the

*Proceedings of the Madras Government, Public Works Department,
25th April 1867.*

permanent-way material and the rolling stock imported, should be borne by the Indian Tramway Company.

2. In reply to the Memorandum above noted, I have the honour to inform you that, the 21st clause as it now stands in the Agreement, was inserted by me in the draft in communication with, and under the instructions of, the Deputy Consulting Engineer for Railways, as far back as January last, under the following circumstances: He showed me a letter from Messrs. Arbuthnot & Co., the Agents of the Indian Tramway Company, to the Consulting Engineer for Railways, dated the 21st November 1866, No. 178, returning the draft Agreement which had been submitted for the approval of the Board of the Tramway Company, and suggesting among certain other additions to and alterations to the draft, that the clause 21 as it now stands should be inserted in the Agreement. The Agents for the Indian Tramway Company based their application as to the insertion of this clause upon a similar concession of Import duties made by Colonel Strachey, R.E., Secretary to the Government of India, Public Works Department, to the Indian Branch Railway in a letter from him to the Directors and Secretary of that Railway, dated 9th March 1865, No. 208 R. A copy of this letter was shown to me by the Deputy Consulting Engineer.

3. It will be observed that this letter bears a subsequent date to the Order of Government referred to in your Memorandum now under acknowledgment, and which is dated the 24th June 1864, No. 1,840, and it will be observed from the letter from Messrs. Arbuthnot & Co., to the Consulting Engineer, referred to in paragraph 2 of this letter, that the insertion of the clause 21 in the Agreement was one of the conditions insisted upon by the Tramway Company, and subject to which they approved of the Draft Agreement.

4. I have the honour herewith to return the Agreement in duplicate which accompanied your Memorandum above noted. If after this explanation it is still desired that the clause 21 should be omitted, and the Agreement altered as requested in your Memorandum, I will, on hearing again from you, carry out your directions.

No. 455.

ORDER THEREON, 25th April 1867, No. 1,226.

RAILWAY, No. 48.

Ordered that the Draft Agreement submitted with these papers be forwarded to the Home Government,

with a view to the execution of the Deed by the Right Honourable the Secretary of State for India and the Indian Tramway Company (Limited).

(True Extract.)

(Signed) CHARLES A. ORR, Colonel, R. E.,

Secretary to Government.

To the Consulting Engineer for Railways.
,, Government Solicitor.

Exd. S. T. Augustin.

Articles of Agreement
made and entered into this
day of One thousand
eight hundred and sixty seven Between
the Right Honorable the Secretary of State
for India in Council / hereinafter
called the "Government" / of the one part
and The Indian Tramway Company
Limited / hereinafter called the Company
of the other part Whereas the Company
in or about the year one thousand eight
hundred and sixty four entered into nego-
tiations with the Government with a
view to obtaining from the Government
certain aid and concessions to and in
respect of a line of light Railway with
a gauge of three feet and six inches
from the Arcot station on the
Madras Railway to the Town of
Little

Little Conjevaram a distance of Eighteen miles
and sixty five chains or thereabouts, which
the Company then proposed to construct and
work and whereas the Company after-
wards and with the sanction of the
Government but before the terms and extent
of such aid and concessions as aforesaid
had been finally determined and agreed
upon commenced and proceeded with
the construction of the said proposed line
of Railway And whereas the Company
afterwards completed the construction
of the said line of Railway together with
all necessary Stations sidings Engine
houses Store houses and other buildings
and erections at the several places herein-
after named, that is to say, Arcanum,
Pulloor, Chenglearoyen Choultry and
Little Conjevaram and such line of Rail-
way Stations sidings Engine houses Store
houses and other buildings and erections
having been duly inspected by the
Consulting

Consulting Engineer for Railways acting
on behalf of the Government and found
to be well and substantially constructed
and fit to be opened for traffic the said
line of Railway was on or about the
first day of August One thousand eight
hundred and sixty five opened for
traffic throughout the whole distance
between the said Arcanum Station
on the Madras Railway and the
said Town of Little Conjevaram and
whereas the Company with the consent
of the Government but at the cost of
the Company, made and constructed
the said line of Railway for the dis-
tance of fourteen miles and Twenty
two chains commencing from the said
Arcanum Station along and upon one
half of the Government Road leading
from Arcanum aforesaid to Conjevaram
aforesaid and the remainder of the
said line of Railway being a distance
of

of four miles and forty three chains together with the said stations sidings Engine houses store houses and other buildings, were made and constructed by and at the cost of the Company upon Land taken up by and at the cost of the Government and made over to the Company free of charge and whereas the Government in consideration of the Company's having made and constructed the said line of Railway and of the Covenants and Agreements on the part of the Company hereinafter contained, have agreed to grant and enter into such concessions and covenants as are herein-after contained. Now therefore these presents witness that in consideration of the premises the said Secretary of State doth hereby for himself and his Successors, covenant with the said Company their Successors and assigns and the said Company do hereby for themselves and

their

their Successors covenant with the said ^{at} Company their assigns and assigns and the said Company do hereby for themselves and their Successors covenant with the said Secretary of State his Successors and assigns in manner following (that is to say)

1. All land in addition to that which the Government has already placed at the disposal of the Company and which the Government shall from time to time consider necessary for the purposes of the Company shall be taken up by the Government and made over to the Company for their use.

2. All land so to be taken up by the Government and made over to the Company shall be paid for by the Company.

3. The Company shall submit to the Government whenever required so to do, drawings and descriptions of

of all works machinery rolling stock build-
ings and other appurtenances of the Rail-
way which have been already erected made
and purchased for the use of the Company
and shall also from time to time submit
to the Government drawings and des-
criptions of all other works machinery
rolling stock buildings and other appurte-
nances which shall at any time hereafter
be required to be erected made or purchased
for the use of the Company in such manner
as shall from time to time be required
by the Government.

4 The Company will at all times
hereafter maintain and keep the fences
on each side of the said line of Railway
and will also at all times hereafter erect
all such additional fences as may be re-
quired or directed by the Government if
at any time after the Company is or shall
have been placed in possession of
the land for the Railway any Ordinary
Public

Public Road (not being a Railroad or
Tramroad) shall be constructed crossing
the Railroad the necessary gates fences
masonry and other works connected
with and incidental to such crossing
shall be maintained by and at the
cost of the Company. If at any time
after the Company is or shall have
been so placed in possession as aforesaid
any Railroad Tramroad or private ordi-
nary road shall be constructed crossing
the Railway all the gates fences and
masonry and other works connected
with and incidental to such last
mentioned crossing shall be maintained
by the Company but at the cost of the
promoters of such Railroad Tramroad
or private ordinary Road.

5 The Electric Telegraph already
erected by and at the expense of the Com-
pany shall at all times hereafter
be maintained and kept by the
Company

9. Company at their own expense in good and complete repair and working order and capable of signalling the arrival and departure of Trains in a satisfactory manner and the Company shall also keep and maintain in good working order and complete repair all signals already erected by the Company and required for working the traffic and all additional signals which shall from time to time be required for working the traffic shall be made and erected subject to the approval of the Government.

8. The position of all stations which the Company shall at any time hereafter propose to erect shall be subject to approval by the Government and no station shall be commenced without such approval.

7. The Company shall at all times make such alterations in and additions to their works or rolling stock

stock as shall be declared by the Government to be necessary to ensure the safety or convenience of the public.

6. The Company shall at all times hereafter maintain in good order the whole of the earth work on the Government Road one half whereof is now occupied by the said Railway together with all the masonry works appertaining to the whole of the said Government Road and the Railway constructed thereon with all its works rolling stock and appurtenances.

5. The Government so long as it shall think fit to maintain the half of the Roadway not occupied by the Railway as a metalled road shall pay for all charges on account of such maintenance and the Company shall only be responsible for the charges on account of the earth work and masonry

masonry works as aforesaid but not for the metalling.

10. If it be found at any time hereafter necessary to make any additions or alterations to the earth works or to the masonry or timber bridges or culverts on any portion of the said Road upon one half of which the said line of Railway has been constructed and the same additions or alterations not being such as would have been fairly included in or incident upon the maintenance of the Road had it been used as an ordinary carriage road only all such alterations and additions shall be at the cost and risk of the Company alone but no such alterations or additions shall be made without the consent of the Government being first obtained.

11. All Engines Carriages and Waggon of all sorts which shall from time to time

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time be required to be used on the said line shall be of good and solid construction and shall be subject to survey and approval by a Government Officer before they are permitted to be used on the opened line.

12. The Company shall at all times provide for the service of the line all such Establishments of Clerks engine Drivers, guards, signalmen, pointmen, gatemen police porters and other servants and workmen as shall be necessary for the working of the traffic and the security of the public.

13. All By laws and Regulations of the Company affecting the public use of the Railway shall be submitted for approval to the Government before they are put in force.

14. The Company shall run at least one train with passenger carriages of all classes each way every day along the whole of the line and at an average speed

speed of not less than twelve miles an hour including stoppages.

15 All passenger carriages used on the said Railway shall be covered over head there shall be at least two classes of such carriages and those of one class shall be closed with glass windows.

16. The Company shall be at liberty and they are hereby authorized to fix the tariff or charges on the said line of Railway as the Company shall think fit for such time and until the net profit or declared dividends of the Company shall be at the rate of ten per centum per annum or upwards on the Capital of the Company for two years or five per cent per half year for four half years consecutively and thereupon and immediately after the expiration of such two consecutive years or four consecutive half years as the case may be the tariff of the charges of the Company

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Company shall not be higher than the lowest tariff of charges ~~which shall not be higher than the lowest tariff of~~ ~~charges~~ which shall or may be in use on the Madras Railway at the time of the expiration of the said two consecutive years or four consecutive half years as the case may be, and the classification of Passengers and Goods and the general subsidiary rules under which the charges are made shall thereupon and there forth in all respects be as nearly as possible similar to those which may then be in force for the Madras Railway.

17 Provided always and it is hereby expressly agreed and declared that from time to time and at any time or times hereafter any other tariff of charges and any other rules for classification and general subsidiary rules which shall first have been approved

approved by the Government in that behalf
shall and may be substituted for the
tariff of Charges mentioned and fixed
in the last preceding clause of these
presents.

18. The Company shall from time
to time submit to the Government a com-
plete statement of the tariff of Charges of
all descriptions and be bound to correct
any thing in the tariff not authorized
by the conditions herein contained.

19. A list of all fares and tolls
duly certified by a responsible Officer of
the Company shall be exhibited at every
station where such fares or tolls shall be
payable.

20. On the payment of the proper
fares or tolls all persons or Companies
shall be entitled to use the Railway,
to travel thereon, to send goods thereby
and to run properly constructed engines
and carriages thereon, under suitable
regulations

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regulations to be from time to time approved
by the Government and the fares and
tolls shall be levied (excepting as herein-
after provided) at the same rates on
all persons whatever using the Railway
and unless with the sanction of the
Government no special advantages
not conceded to the public generally
shall be given directly or indirectly
to any one individual or firm in
any form.

21. On the completion of the works
on any portion of the line being certified
by the Government Officer deputed or
authorized to inspect them, the Govern-
ment shall pay to the Company
a sum of money equivalent to the
amount which shall or may have been
paid for the Import duty upon such
portions of the permanent way material
as shall consist of rails chairs and
fixings and which shall be actually
used

invested and placed upon the said line or any portion thereof on the public opening thereof and such sum of money shall be calculated at the rates of duty charged for such portions of permanent way material as aforesaid at the date or dates when the same were respectively imported to be ascertained from the Customs House Receipts and upon the actual quantity of such material as shall or may be certified to be in place by a Government Officer deputed or authorized to ascertain the same.

22. The Government shall for the period of twenty years commencing from the 1st day of August One thousand Eight hundred and sixty five pay to the Company a subvention of Two thousand three hundred and fifty one Rupees and Nine Annas being at the rate of Rupees One hundred and twenty five per mile (exclusive of sidings) of the measured length of the said line of Railway.

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Railway now open for traffic such subvention to be paid annually reckoning from the date of the opening of the line for public traffic as a contribution towards the cost of the maintenance of the said Road as provided by Clause Nine of these presents.

23. Officers and soldiers and their families and camp followers and Police and their prisoners shall be carried on the requisition of a proper authority at fares ^{reduced by a deduction of one third on the ordinary fares} on the line and the Government shall declare who is a proper authority within the meaning of this Clause.

24. All public baggage stores arms Ordnance — Ammunition and the like also Government horses and cattle despatched under proper authority also the regulated amount of private baggage belonging to any Officers Soldiers or Police travelling under proper authority shall

shall be carried at rates reduced in like manner by a deduction of one third on the general charges for conveying similar stock and goods on the proposed line. So far as practicable troops and Police travelling on the line shall be bound to assist in the loading and unloading of baggage and stores transported with them or for their use.

25. The Government shall be entitled to claim the use of the whole of the means of transport of the Company for the conveyance of troops or Police on an emergency to be duly declared by proper authority at the above named rates.

26 The Company shall carry free of charge by every train all mails committed to their care also all persons in charge of the mails. The Company shall also provide without charge after due notice a vehicle or portion of a vehicle to be approved by the Government properly fitted up for the special use and business

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business of the Post Office. But all accommodation for the Post Office at Stations on the line shall be provided by the Government.

27 The Company shall permit the Government to erect at any time and to maintain a line of telegraph within the land made over to the Company for the Railway without any payment for compensation for the use of such land.

28 The Company shall give all reasonable facilities and information to Officers appointed by the Government to inspect the line and rolling stock and also all stations and other buildings and also all accounts matters and things connected with the working of the Railway.

29 On the report of a Government Inspector that any thing has been done or has been omitted to be done by the Company or their Agents, contrary to the special conditions herein contained the Government

Government may call upon the Company to make good the defect stated in such Report within such reasonable time as the Government may appoint and any neglect to comply with a requisition so made shall be held to be a specific breach of covenant on the part of the Company.

30. In the event of a Government Inspector reporting that the line or any part of it or any building or any part of the rolling stock or any other thing connected with the working of the Railway cannot continue to be used with proper regard to the rights or the safety of the public, the Government may prohibit the use thereof, and the Company shall immediately thereupon abstain from the use of any thing, the use of which has been so prohibited.

31. The concession of the half Roadway and of all the land made over to the Company for its use free of cost shall be and continue for the term of Ninety Nine years commencing from the said first day of August One thousand eight hundred and sixty five and extending to the Thirty first day of July One thousand Nine hundred and sixty four.

32. On the expiry of the above named term, unless the Railway shall sooner have become the property of the Government, the whole of the property in the Railway including

including moveables and immoveables of every description and all things used for the working of the traffic will pass from the Company to the Government and the Company shall thereupon give up to the Government in a thorough state of repair the line and its appurtenances with a sufficient quantity of all engines and rolling stock tools and other appurtenances required for the maintenance of the works and the efficient working of the traffic and such quantity shall be calculated on the average stock of the Company during the last five years of the term.

33. Provided always and it is hereby declared and agreed that on the expiration of the above named term the Company shall have the option of purchasing back the Railway from the Government for a further term

of

of Ninety Nine years and so on again
at the end of such further term for a
sum or sums of money to be determined
on a valuation by Arbitrators or their
Umpire to be appointed as hereinafter
in Clause Forty three of these presents
is provided such valuation to be
reckoned on the then present value
of the land occupied by the Railway
and its appurtenances and of the
works forming the Roadway with the
permanent way thereon but exclusive
of all buildings structures and machinery
erected thereon other than works being
part of the Railway and also exclu-
sive of the Telegraph posts and wires
affixed thereto and the fences gates
and the like and the value of all
buildings works and appurtenances
thus excluded shall not be reckoned
or

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taken into account on the said valuation
and on the payment by the Company to
the Government of the sum or sums so
determined the Company shall be entitled
to retain possession of the Railway and
all its works and appurtenances for a
further term of Ninety Nine years sub-
ject to the same conditions in all respects
as apply to the first term of Ninety Nine
years, Provided that if the Company
desire to claim a renewal of the term of
their Grant under this clause they shall be
bound to give notice to that effect Six
months before the expiration of the Original
or subsisting term Provided also
that the full sum or sums of money
determined on such valuation as afore-
said shall be paid by the Company to
the Government within twelve months
after the Arbitrators or their Umpire
shall have published their or his valuation
or award and that in default of such
payment

payment the provisions of the preceding Clause Thirty two shall immediately come into operation.

34. At any time after the expiry of twenty years from the commencement of the term the Government on giving one year's notice of their intention, may purchase from the Company the Railway with its engines rolling stock tools and other appurtenances and the Company shall thereupon give into the possession of the Government in a thorough state of repair the line and its appurtenances with a sufficient of all engines and rolling stock tools and other appurtenances required to the maintenance of the works and efficient working of the traffic and such quantity shall be calculated on the average stock of the Company during the five years next preceding the date of the said Notice.

35. The payment to be made by the

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the Government for the Railway if thus taken shall be at the option of the Company as follows viz. either the total sum expended by the Company for the construction of the line and the provision of rolling stock &c and properly carried to the capital account of the Company together with five per centum on that total sum or an annuity for the remainder of the term equal to the average of the profits of the five years next preceding the period of purchase or an annuity for the remainder of the term equal to the profits of the last year of those five.

36. At any time within the period of five years from the said first day of August One thousand Eight hundred and Sixty five the Company may on giving six calendar months previous Notice in writing to the Government withdraw from the further working of

of the line or with the assent of the Government from the further working of any portion thereof and the Company may in either of such cases remove all the rolling stock tools and other appurtenances used for the traffic or maintenance of the works also all stores and moveables all machinery and permanent way material but not ballast whether fixed to the soil or otherwise also all telegraph posts or wires or the like. But all buildings all masonry brick and earth works all bridges and culverts of whatever description appertaining to the Railway also all land occupied by the Company and provided by the Government free of cost with all buildings or structures erected thereon permanent or otherwise and all fences gates and the like shall thereupon pass to and become vested in the Government absolutely. Provided
also

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also that the Government shall have the option of claiming at any time within six months from the receipt of the Notice of the Company to purchase at a valuation any thing which the Company would otherwise have been entitled under this clause to remove and nothing so claimed shall be removed or disposed of by the Company.

37 If at any time hereafter default shall be made in the maintenance or working of the line as agreed under the special conditions herein contained and if the Government shall require the Company to remedy the default or to maintain or work the line as agreed upon and if the Company shall not within six months from the receipt of such requisition fully comply with the terms thereof or if the Company shall commit any specific breach of Covenant as defined in Clause thirty nine of these presents & shall continue to commit such breach of covenant or shall not remedy the consequences thereof within six months after they have been required by the Government to cease from such breach or to remedy

the

the consequences thereof or if the Company shall commit an act of bankruptcy then and in any of such cases the Government may enter and take possession of the line and of all the works and of all rolling stock brought on to the line and of all things whatsoever appertaining to the Railway belonging to the Company and being on land made over to the Company by the Government free of cost.

38. The whole agreement between the Company and the Government and the conditions under which the Company shall be placed in occupation of any land by the Government and under which it shall carry on its business in connexion with the said Railway are and shall at all times be subject to all acts of the Legislature now existing or hereafter to be passed and the Company shall have no claim against the Government in respect of the Agreement

by

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by reason of any thing ordered or permitted or prohibited by any such act or acts.

39. The Government shall not be liable in any way to make good to the Company any loss or damage sustained by the Company arising out of the present Agreement or connected with the maintaining or working the said line of Railway and the entire risk shall rest on the Company alone.

40. The Company shall appoint an Agent to reside at some place in the Presidency of Madras to be approved by the Government by whom all notices or communications shall be received on behalf of the Company and who shall be duly authorized by the Company to act in their behalf in all things concerning the said line of Railway so far as relates to the present Agreement.

41. The

41. The Government if called on by the Company so to do, shall appoint an Auditor to audit the accounts of the Company on the understanding that all actual expenses incurred in such account shall be paid by the Company.

42. The Company shall not lease sell or otherwise alienate in any manner the said line of Railway or any part of it to any person or Company unless such person or Company shall agree to be bound by all the conditions herein contained and unless the Government shall consent to such lease sale or transfer and no such lease sale or transfer shall be valid unless with the assent of the Government.

43. That the valuation hereinbefore in clause thirty three of these presents provided to be made and all questions and accounts arising out of or relating to the same shall be referred to

the

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the arbitration of two indifferent persons ^{as arbitrators one of such two indifferent persons} to be chosen by or on behalf of the said Government and the other by the Company within one Calendar month after either of them the said Government and the said Company shall have made to the other a requisition to that effect and that if either of the said parties to these presents shall in writing require the other of them to refer the said valuation and questions and accounts to arbitration and to name an arbitrator and if the party to whom such requisition is made shall for one calendar month after such requisition neglect or refuse to comply therewith or shall name a person who shall neglect or refuse to act as arbitrator it shall be lawful for the person chosen Arbitrator on behalf of the party making such requisition by writing under his hand to appoint some person to act as arbitrator on behalf of the other party.

party and such two persons shall
thereupon proceed with the arbi-
tration: But in case the said Ar-
bitrators shall not agree in their
award the said valuation and all
questions and accounts arising out
of or relating to the same or so much
and so many and such part or parts
thereof as the case may be touching
which the said arbitrators shall not
agree shall be referred to the Arbitra-
ment umpirage final and deter-
mination of the Secretary to the Go-
vernment of Fort St. George in the De-
partment of Public Works for the time
being or the Officer or Officers who for the
time being shall hold the Office equi-
valent to the said Office of Secretary to
the Government of Fort Saint George in
the Department of Public Works and the
said Arbitrators or their Umpire shall
determine and award concerning the
matters

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matters and things referred to them
or him and (if they or he shall see fit)
require the aid and take the opinion of
any accountants counsel or other persons
and adopt such other measures as shall
appear to them or him expedient. And
the said parties to these presents and
all persons claiming through them re-
spectively shall in all things they abide
by and perform the award of the Ar-
bitrators or their Umpire and shall if
required by the said Arbitrators or
their Umpire attend and produce to
and deposit with them or him all
deeds letters papers writings and entries
relative to the matters or things refer-
red to arbitration and do all other things
which the said Arbitrators or their Umpire
shall require. In witness whereof

being of the full age and legal capacity
of the said parties to these presents
and do hereby set their hands and
seals to these presents at the City of
London the 10th day of June 1857

Madras March 14th 1867.

From H. J. Dickinson,

Acting Government Solicitor,

Madras.

To Colonel C. A. Orr. R. E.

Secretary to Government, P.W.D.

Madras

Sir,

1. With reference to the Government Solicitor's letter to your address of the 3rd of May last No: 24 b, I have the honor of informing you that, after much delay, caused by Mess^{rs} Arbuthnot & Co's reference to the home Board of the Indian Tramway Company, Limited, in the subject, and after further Correspondence and discussion with the Department of the Consulting Engineer for Railways and Mess^{rs} Arbuthnot & Co's Agents at Madras for the Indian Tramway Company, Limited, the proposed Agreement between the Secretary of State for India in Council and the Company, with respect to the line of Right Railway from the Arcenum Station in the Madras Railway to the Town of Little Conjeevaram, has been finally settled and approved of on behalf of both the parties.

2. I have satisfied myself by perusal of the Power of Attorney which Mess^{rs} Arbuthnot & Co. hold from and under which they are now acting for the Indian Tramway Company, Limited, that it does not contain any authority to Mess^{rs} Arbuthnot & Co to execute the Agreement on behalf of the Company, and I have likewise ascertained that it is Mess^{rs} Arbuthnot & Co's wish that the Agreement should be transmitted to England for execution there

P.W. 1044 / 117
25th April 1867P.W. 1044 / 117
25th April 1867 Ld. 453

there by the Company

3. As the Agreement must be sent to England for that purpose, it would perhaps be desirable to let it be completed there by being also executed by the Secretary of State for India in Council, (unless Government wish it otherwise), and returned to the Government here.

4. I forward an Engraving (in Duplicate) of the proposed Agreement, and shall be obliged, in the event of its being determined that it shall be executed in this Country on behalf of the Secretary of State, before transmission to England for execution by the Indian Tramway Company, Limited, by both parts of the Deed being returned to me for the purpose of the Testimonium and attestation being filled up. If however, it is resolved that it shall be executed in England by or on behalf of the Secretary of State for India in Council, as I have above suggested, the attention of the home authorities should be called to the circumstance that the concluding part (Testimonium) of the Deed is left in blank in order that it may be put in in proper form by their home Solicitor before the Deed is executed.

I have the honor to be,

Sir,

Your most obedient Servant,

A. A. Brockman.

acting Secy. Secy.

No. 222.

High Court House, Madras
10th April 1867.

From H. J. Brockman, Acting Government Solicitor, Madras.

To Colonel Charles A. Orr, R.E.

Secretary to the Government of Fort St. George.
P.W.D.

Sir,

Dated 3rd April 1867. No. 21.

1. I have the honor to acknowledge the receipt of your Official Memo noted in the margin, requesting me to con-
Clause 21 of the Agreement between the Indian Tramway Company and the Right Honorable the Secretary of State for India, in accordance with the order of Government, which directs that, in accordance with the instructions of the Government of India, the duty on the permanent way material and the Rolling Stock imported, should be borne by the Indian Tramway Company.

2. In reply to the Memo above noted, I have the honor to inform you that, the 21st Clause, as it now stands in the Agreement, was inserted by me in the Draft in communication with and under the instruction of the Deputy Consulting Engineer for Railways as far back as January last under the following circumstances. He showed me a letter from Messrs. Arbuthnot & Co., the Agents of the Indian Tramway Company to the Consulting Engineer for Railways dated the 21st November 1866 No. 178 returning the Draft Agreement which had been submitted for the

approval

Copy in Office to be sent to England
of 26th April 1867.

W. J. Brockman
Acting Government Solicitor
Madras (7)

Letter
George Fort C.M.D.

Madras

Order no.
222 of 1867

Be. no.
12132

Forward the Engagement
of the Contract (in duplicate)
between the Indian Tramway
Company and Govt. for
execution in England.

No. 453

File 1226-257 dated 167.

(2 Encl.)

237
approval of the Board of the Tramway Company and
suggesting among certain other additions to and alter-
ations to the Draft that the Clause 21. Railways
stands should be inserted in the Agreement. The
agents for the Indian Tramway Company based their
application as to the insertion of this Clause upon a
similar Concession of Import Duties made by Colonel
Strachey R. E. Secretary to the Govt. of India P.W.
Department to the Indian Branch Railway in a
letter from him to the Director and Secretary of that
Railway dated 9th March 1865 No: 208. R. A Copy of
this letter was shown to me by the Deputy Consulting
Engineer.

3 It will be observed that this letter bears a sub-
sequent date to the order of Govt. referred to in your
memo now under acknowledgment and which is
dated the 24th June 1864 No: 1840. And it will be
observed from the letter from Messrs. Arbuthnot & Co.
to the Consulting Engineer referred to in para 2 of this
letter, that the insertion of the Clause 21 in the
Agreement was one of the Conditions insisted upon
by the Tramway Company and subject to which
they approved of the Draft Agreement.

4 I have the honor herewith to return the Agree-
ment in Duplicate which accompanied your memo
above cited. If after this explanation it is still desired
that the Clause 21 should be omitted and the Agree-
ment altered as requested in your memo I will on
hearing again from you carry out your directions.

I have the honor to be

Yours most obt. Servt,

A. H. Murray

Acting Secy to Govt
" "

217

17226
No. 1226

Proceedings of the Madras Government

Under date the 25th April 1867

Read the following
to Ady. Genl. Solicitor (H.R. No 132 of 14 March 1867)
1867 -

From Do. Do. Do. (H.R. No 222 of 10 April 1867)

Ordered that the
Draft Agreement submitted
with these papers be
forwarded to the Home
Government with a view
to the execution of the
Deed by the Right Honourable
the Secretary of State for
India with the Indian
Railway Company
(Limited) -

The Secretary of State
for R.
Genl. Secy

Recd. 26/

16
2
W.H.

Cyprus & Malta to England
of 26th April 1867

to the Secy. of State
for India
1867

Ady. Solicitor
H.R. No 132
of 14 March 1867

Detail to
Recy. of Secy.

No 1222

Enclose
Demand the agreement
(in duplicate) between the
Indian Railway Company
and Government.

No 1226

No 1226 of 1867 - 1237

No 1226 - 25th April 1867

Copy in D/ Letters England
2/26: April 1867

Pub. Franks 1867 Depart.

Proc. of Govt. for April

No. 1226

Proc. of the Government

25th April 1867

Draft Agreement
between the Indian Tramway
Company and the Right
Honorable the Secretary of
State for India, forwarded to
the Home Government with
a view to the execution of the
Agreement.

No. 453 @ 455

2.15th April 1867. 2217^h