

(1) Number of pages 12

(2) Date of repair 23-3-43

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public works DEPARTMENT.

G.O. No. <u>642</u>	Press ~~Mis.~~
35-36.	
Dated <u>1-3</u>	18 <u>67</u>

Not to be folded or roughly handled

/X

*Proceedings of the Madras Government, Public Works Department,
1st March 1867.*

No. 35. Read the following Endorsement of the Deputy Consulting Engineer for Railways, dated Madras, 25th January 1867, No. 19 :—

Read the following letter from the Secretaries and Agents, Indian Tramway Company, to the Deputy Consulting Engineer for Railways, dated Madras, 23rd January 1867, No. 14.

1. We have the honor to acknowledge copy of Proceedings of Government, 11th instant, No. 97.

2. We note that our claim on behalf of this Company is sanctioned with the exception, 1st, of one item for Rupees 720-13-8, the cost of erecting a wooden platform on the Cortilliar bridge; and 2nd, interest.

3. The reasoning in paragraph 4 of the Government Order is not of the liberal character we should have expected, and we hope Government will save us the trouble of going closely into the *pros* and *cons* of the question by re-considering their determination not to allow this small item.

4. His Excellency the Governor in Council refuses to allow interest on the amounts sanctioned, on the ground that the delay in the execution of the Agreement is solely on the part of the Company.

5. We beg to submit that the allegation is hardly consistent with facts. The amount now claimed with interest was due in November 1865. The draft Agreement was not given to us by the Government Solicitor till April last. It contained, as you will admit, certain errors for the rectification of which time was required, and it was sent Home and returned as promptly as possible. Where then is the alleged delay that would warrant the taxing the Company in the way proposed?

6. We trust Government will also amend their decision on this point. We shall not be considered exacting if we name six per cent. per annum as a fair and equitable interest.

Submitted for the consideration and orders of Government.

(Signed) H. N. D. PRENDERGAST, Major, V.C., R.E.,
Deputy Consulting Engineer for Railways.

No. 36. ORDER THEREON, 1st March 1867, No. 643.

RAILWAY, No. 2.

1. As the Tramway Company were bound to provide all necessary accommodation for traffic in return for the sum they received for the purpose, the Government see no reason for re-considering their decision with regard to the claim preferred by that Company for the cost of adding a wooden platform to the Cortilliar bridge.

2. As regards the demand for interest, it is observed that the delay that has taken place in completing the Tramway Company's Agreement with the Government is due to the failure of Messrs. Arbuthnot and Co. to obtain the necessary

that was never placed in

*Proceedings of the Madras Government, Public Works Department,
1st March 1867.*

powers for entering into a contract on behalf of the Tramway Company. If Messrs. Arbuthnot and Co. have not yet obtained those powers, the responsibility of neither the past delay nor of that which must still ensue in the formal execution of the Agreement can be laid upon the Government, and His Excellency in Council must accordingly decline to entertain any claim whatever to interest on monies payable to the Company when that Agreement is concluded.

(True Extract.)

(Signed) CHARLES A. ORR, Colonel, R. E.,
Secretary to Government.

To the Consulting Engineer for Railways.

Exd. T. O'Connor.

3
X
Indian Tramway Company: Ltd.
Madras 23rd January 1867.

N^o 14.

To
Major H. N. D. Prendergast V.C.M.
Deputy Consulting Engineer
for Railways.
Madras.

Sir,

We have the honor to acknowledge copy of Proceedings of Government 11th instant N^o 97.

N^o 720, 13.8.
payment withheld. We note that our claim on behalf of this Company is sanctioned with the exception 1st of one item for N^o 720, 13.8. the cost of erecting a Wooden platform on the Kortilliar Bridge, and 2nd interest.

The reasoning in para: 4. of the Government order is not of the liberal character we should have expected, and we hope Government will spare us the trouble of going closely into the pros and cons of the question by reconsidering their determination not to allow this small item.

Interest.

His Excellency the Governor in Council refuses to allow interest on the amounts sanctioned, on the ground that the delay in the execution of the agreement

that was never placed in

55
Agreement is solely on the part of the
Company.

We beg to submit that the
allegation is hardly consistent with
facts. The amount now claimed
with interest was due in November 1865.
The draft Agreement was not given to
us by the Government Solicitor till
April last. It contained as you will
admit certain errors for the rectifica-
tion of which time was required, and it
was sent home and returned as promptly
as possible. Where then is the alleged
delay that would warrant the taxing
the Company in the way proposed?

We trust Government
will also amend their decision on
this point, we shall not be considered
exacting if we name 6 per cent per
annum as a fair and equitable interest.

We have the honor to be

Sir

Your most obedient servants.

Archer
Secretaries and Agents.

1867

From Messrs. Robertson & Co.
Secretaries & Agents
Rangoon

Date: 23rd } Jan 24/67
Recd: 24th }

N^o 14.

Acknowledging receipt
of Pro: of Government dated 11th
inst. No 11, and requesting their
reconsideration of the payment
withheld on account of the
erection of the wooden platform
on the Corbillion Bridge and
interest.

19/1/67 P. M. S.

7

No. 19.

Consideration and Orders

Submitted for the ~~information~~ of Government.

R. W. P. R. S. G. S.

Major V. R. S.

CONSULTING ENGINEER'S OFFICE,
Madras, 25 January 1867.

Dy. Consgr. Engr. for Railways.

To

The Secretary to Government,
Public Works Department,
Fort Saint George.

свобод

AS GOVERNMENT.
Under date the 1st March 1961
Read the following

From the Chief Engineer
for Railways

(Here enter No. 19 dated 25 Jan 1867)

to the Tramway Com.

-pany were bound to provide all necessary accommodation for the traffic in return for the sum they received for the purpose. The Government see no reason for reconsidering their decision with regard to the claim preferred by that Company for the cost of adding a wooden platform to the Cortillier Bridge.

As regards the demand for interest, it is observed that the delay that has taken place in

P. M. 1864 Dec 12
 RAILWAY DEPARTMENT.
 rec'd of [unclear] General
 1867
 From [unclear] 43

The Consulting Engineer
for Railways,

The Secretary to Government,
P. W. Department,
Fort St. George.

Dated 25 January }
 Received 24th Feb 1867 } 1867

Ex. 22-1 No. 19.

Submitting for the
consideration and orders of
Government a letter from the
Secretaries & Agents. Manning
Company dated the 23rd instant.
N^o 14 -

No. 613, 1st March 1872

Mr.
Holl

Completing the Tramway
Company's Agreement with
the Government is due to
the failure of Messrs. A.
Bushman & Co. to obtain the
necessary powers for entering
into a Contract in behalf
of the Tramway Company.
If Messrs. A. Bushman &
Co. have not yet obtained
those powers, the responsibility
of neither the past delay
nor of that which must
still ensue in the formal
execution of the Agreement
can be laid upon the
Government, and His
Excellency in Council
must accordingly decline
to entertain any claim
whatever to interest on

monies payable to the
Company ^{when} ~~under~~ that Agree-
ment is concluded.

W. B.

To
The Consulting Engineer
for Railways.

Recd 2/3/67

Pub: Works 1867 Department

Pro: of Govt for March

N. 643

Pro: of the Madras Govt.
11th March 1867

The Agents for
the Indian Tramway
Company informed that no
reason can be seen for
re-considering the decision with
regard to the claim preferred
by the Company for the cost of
adding a wooden platform
to Corbiller Bridge and
that claims to interest in
manies payable to the Company,
cannot be entertained.

N. 35- 36