M.R.O. 1—77,000—8-6-37.

(1) Number of pages

(2) Date of repair

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. 97 Press ~~Mis.~~

201—202.

Dated 11—1— 1867.

Not to be folded or roughly handled

No. 101. Read the following Endorsement of the Consulting Engineer for Railways, dated Madras, 14th December 1866, No. 470 :—

Read the following letter from Messrs. ARBUTHNOT & Co., Secretaries and Agents of the Indian Tramway Company, to the Consulting Engineer for Railways, dated Madras, 21st November 1866, No. 177.

1. On the 6th March 1866, in an Order No. 745, Government decided not to make any payments for sums due to this Company pending the execution by the Company of the Agreement relative to the construction of the Arconum Line.

2. We communicated this determination to the Board, and we are now desired to point out that, inasmuch as there has been no undue delay in the execution of the Contract on the part of the Company, it is unjust on the part of Government to withhold payment of its debts. The draft Agreement was only received by us from the Government Solicitor on the 21st April last. It was at once forwarded to London, and will be returned through us for signature as soon as we, as representatives of the Board for that purpose, have come to an agreement with Government on a few points now at issue, but which we have no doubt will speedily be settled. It is very important that the Company should not be any longer kept out of these payments, which will amount in the aggregate to *Rupees* 11,583-1-0, with interest from November 1865. The amount is composed as follows :—

1st. *Rupees* 9,100.—The estimated substratum allowance for four and a half miles of Tramway, where there was previously no road. This has been sanctioned under date 5th April 1865, No. 933.

2nd. *Rupees* 1,229-2-2.—For widening a Government road. Government in an Order dated 20th March 1866, No. 896, urge that, inasmuch as this widening was solely for the benefit and use of the Company, it is not reasonable to expect Government to bear the expense.

We must here beg to point out that by the Agreement, Government gives half a road where it is large enough, or gives what is equal in value to half a road if not sufficient, by paying the cost of substratum when a new road (in breadth or length) has to be made. It would therefore appear that the Company is entitled to this item.

3rd. *Rupees* 494-0-2.—For repairing and building Government culverts. Agreed to in the Order above quoted.

4th. *Rupees* 720-13-8.—This item is disputed in the above Order, on the ground that the amount allowed for the construction of the Cortilliar bridge covered the cost of a bridge sufficient to carry both railway and ordinary traffic. On this we have to remark that this item of expense was incurred subsequently to the building of the bridge, at the desire of Colonel Boileau, for the convenience of foot passengers, for whom a teakwood platform was laid down and fenced off on both sides. We therefore trust this will also be sanctioned.

5th. *Rupees* 39-1-0.—This is a small balance due by Government for mileage allowance for the year 1865-66.—*Vide* Order of Government, dated 3rd February 1866, No. 428.

3. We write a separate letter on the various points, requiring reference already referred to in this communication.

From the Superintending Engineer, 4th Division, to the Consulting Engineer for Railways, dated Madras, 13th December 1866, No. 3,661.

1. In reply to your letter No. 494, dated 28th November 1866 (and its enclosure), I have the honor to state,

1 G. O. No. 745.
1 Captain Goddard's letter.

1st.—That you will see by my letter No. 96, dated 23rd February 1866, embodied in G. O. No. 745, 6th March 1866, that I submitted a revised estimate Rupees 10,760 (the original estimate and sum claimed by Tramway Company being Rupees 9,100) for that portion of the road between Arconum and Conjeveram, four and a half miles in length, where no substratum had been provided, and that the Government desired me to report, whether the portion of road already made over to the Company was metalled with granite metaling, and if not, what description of metaling was used.

2. That report was furnished in Captain Goddard's letter No. 298, dated 28th May 1866, which is enclosed, on which it does not appear that Government passed any further orders.

3. The Government will do well not to raise any further question on the amount Rs. 9,100 for this four and a half miles of substratum, as from the lie of the road above a tank, and distance of bringing material, it cannot be made nearly as cheaply as the other portion, and the amount cannot be considered unreasonable, my revised estimate being, as I have said, Rupees 10,760.

4. On further consideration I would not advise the second item, Rupees 1,229-2-2, being contested.

Looking at it in the view that, on the one hand, the Company have a right to expect a substratum to be provided for them, and that, on the other, the half road did not afford sufficient space in embankment to furnish that substratum, the appropriation of the further portion seems to have been justifiable. They should, however, have left it to this department to have widened the road.

5. The third item, Rupees 494-0-2, has, as stated, been agreed to by Government.

6. It is a mistake to suppose that the teakwood platform was laid down on *both* sides. It was fixed on the east side only, and its construction was very rough. By a reference to the Tramway Cortilliar bridge estimate, you will see whether it provided for pathways for foot passengers. I certainly requested the Resident Engineer to place such a footpath on both sides, as I took it for granted it was included in their estimates, as the *width* sufficient for such paths was allowed on the bridge for an ordinary road for which I estimated, the value of which was made over to the Tramway Company, who also made their bridge sufficiently wide for footpaths.

7. I have no funds to meet the claims.

---

1. In this letter the Secretaries and Agents of the Indian Tramway Company claim a sum of Rupees 11,583-1-0, with interest, from November 1865. The rate of interest has not been stated. The items which make up the amount above specified are :—

	RS.	A.	P.
For the formation of road for a distance of 4½ miles	9,100	0	0
For widening Government road	1,229	2	2
For certain masonry works	494	0	2
Wooden platform for foot passengers on Cortilliar bridge	720	13	8
Mileage allowance	39	1	0
	11,583	1	0

2. The Secretaries and Agents quote the several Orders in which the foregoing items were supposed by them to have been sanctioned by Government.

3. The Tramway having been placed under the supervision of the Superintending Engineer, 4th Division, during its construction, I considered it advisable to refer Messrs. Arbuthnot & Co.'s letter to him. It will be seen from his reply* that he recommends the payment of Rupees 9,100, Rupees 1,229-2-2, and Rupees 494-0-2.

* No. 3,661, dated 13th Decem ber 1866.

4. With regard to Rupees 720-13-8, the cost of wooden platform for foot passengers on Cortilliar bridge, Colonel Boileau admits that he requested the Resident Engineer to place a footpath on both sides of the bridge, as he took it for granted that it was included in the Tramway Company's estimate. Messrs. Arbuthnot & Co. urge that the expenditure was incurred after the bridge was built, and trust that it will be sanctioned. The item is a small one, and I recommend its sanction.

5. The mileage allowance of Rupees 39-1-0 calls for no remark.

6. Colonel Boileau states that he has no funds to meet the claim preferred by Messrs. Arbuthnot & Co.

7. Messrs. Arbuthnot & Co.'s letter regarding the Draft Agreement will be submitted as soon as I have conferred with the Government Solicitor on the subject.

(Signed) J. C. ANDERSON, Lieut.-Colonel, R. E.,
Consulting Engineer for Railways.

No. 102. ORDER THEREON, 11th January 1867, No. 97.

RAILWAY, No. 11.

1. With his Endorsement above read, the Consulting Engineer for Railways submits an application from the Secretaries and Agents of the Indian Tramway Company for certain sums which they consider to be due to them for the undermentioned works on the road between Arconum and Conjeveram :—

	RS.	A.	P.
1st.—For the substratum of 4½ miles of Tramway between Trunk Road No. 1 and Little Conjeveram	9,100	0	0
2nd.—For widening the Government portion of the road which lies between Arconum and Trunk Road No. 1	1,229	2	2
3rd.—For constructing a wooden platform on the Cortelliar bridge on the portion of road between Arconum and Trunk Road No. 1	720	13	8
4th.—For repairing and constructing culverts on do. do.	494	0	2
5th.—Balance of mileage allowance due for 1865-66 for do. do.	39	1	0
Total ...	11,583	1	0

2. With regard to the first item, the Government note that in their Orders No. 1,726, dated the 1st June 1866, (which Colonel Boileau appears to have overlooked) a revised estimate was called for, prepared with reference to the ascertained cost of the metalling of the portion of the road between Arconum and Trunk Road No. 1 which had been previously made over to the Company. This estimate has not been received, but as the Superintending Engineer of the 4th Division is of opinion that, owing to the distance from which material has to be carted, the amount (Rupees 9,100) which is claimed for the formation of four and a half miles of substratum between Trunk Road No. 1 and Little Conjeveram "cannot be considered unreasonable," the Government admit the charge.

3. The payment of the second item was objected to in G. O. No. 896, dated the 20th March 1866, on the ground that, as the additional width of road had been rendered necessary by the Company's Engineer having appropriated nearly two-thirds instead of only one-half of the road; and was required solely for the convenience of the Company, the Government could not reasonably be expected to meet the outlay. In his first report* on the subject Colonel Boileau represented that the appropriation of more than one-half of the width of the road had been made by the Resident Engineer "in contravention of the Agreement," while in his letter No. 3,661 of the 13th December 1866, he observes that, "looking at it, in the view that on the one hand the Company have a "right to expect a substratum to be provided for them, and that on the other the "half road did not afford sufficient space in embankment to furnish that substratum, the appropriation of the further portion seems to have been justifiable." Under this explanation, the Governor in Council resolves, on a re-consideration of the subject, to admit the claim of Rupees 1,229-2-2.

No. 97, dated 27th February 1866.

4. As respects the third item, the Government observe that the sum of Rupees 18,200 which was granted in G. O. No. 933, dated the 5th April 1866, was the estimated cost of such a description of bridge as the Superintending Engineer would have recommended if the work had to be constructed by the *Public Works Department* for the accommodation of ordinary traffic including foot passengers, and His Excellency in Council fails to see why the Government should now be required to re-imburse any expenditure which may have been incurred by the Company in excess of that amount by the adoption of a style of construction which did not afford the same accommodation for foot passengers as was provided for in the estimate prepared by the Public Works Department.

Rupees 720-13-8.

5. Items four and five have already been admitted,* and the Government will be prepared to sanction the disbursement of these charges,† as well as of those‡ referred to in paragraphs 2 and 3 of these Proceedings, on the receipt of the required Agreement duly executed by the Company.

6. His Excellency in Council declines to authorize the payment of any interest on the claims admitted in these Orders, as the delay that has occurred in the execution of the Agreement is solely on the part of the Company, who were aware that such a Deed was absolutely necessary to define their relations with the Government, as well as the terms on which the Tramway was to be constructed and worked.

(True Extract.)

Colonel, R. E.,
Secretary to Government.

To the Consulting Engineer for Railways.
" Superintending Engineer, 4th Division.
" Controller of Public Works Accounts.
" Accountant General.

* In G. O. No. 896, dated 20th March 1866.
Do. " 2,503, " 8th August "

† Rupees 494 0 2
‡ " 39 1 0
‡ " 9,100 0 0
‡ " 1,229 2 2
Total Rupees 10,862 3 4

Indian Tramway Company's Ld.
Madras 21st. November 1866.

No 177.

To
Lieut.t Colonel J. C. Anderson R.C.
Consulting Engineer for Railways
Madras

Sir,

On the 6th. March 1866 in an order No 745, Government decided not to make any payments for sums due to this Company pending the execution by the Company of the Agreement relative to the construction of the Arconum line.

We communicated this determination to the Board, and we are now desired to point out that inasmuch as their has been no undue delay in the execution of the Contract on the part of the Company it is unjust on the part of Government to withhold payment of its debts. The Draft Agreement was only received by us from the Government Solicitor on the 21 April last. It was at once forwarded to London and will be returned thro' us for signature as soon as we as representatives of the Board for that purpose have come to an agreement with Government on a few points now at issue but

but which we have no doubt will speedily be settled. It is very important that the Company should not be any longer kept out of these payments which will amount in the aggregate to Rs. 11583 " 1. 0. with interest from November 1865. The amount is composed as follows.

1st Rs. 9100 " ... The estimated substratum allowance for 1 1/2 miles of Tramway where there was previously no road. This has been sanctioned under date 5th April 66 No. 933.

2nd Rs. 1229 " 2 " 2. For widening a Government road. Government in an order dated 20th March 66. No 896, urge that inasmuch as this widening was solely for the benefit and use of the Company, it is not reasonable to expect Government to bear the expense.

We must here beg to point out that by the Agreement Government give half a road where it is large enough, or gives what is equal in value to half a road if not sufficient, by paying the cost of substratum (when a new road (in breadth or length) has to be made. It would therefore appear that the Company is entitled to this item.

3rd Rs. 192 " 0 " 2. For Repairing and Building Government Culverts. Agreed to in the order above quoted.

4th Rs. 720 " 13 " 8. This item is disputed in the above order on the ground that the amount allowed for the construction of the Kantilliar bridge covered the cost of a bridge sufficient to carry both railway and ordinary Traffic. On this we have to remark that this item of expense was incurred subsequently to the building of the bridge at the desire of Colonel Boileau for the convenience of foot passengers for whom a teak wood platform was laid down and fenced off on both sides. We therefore trust this will also be sanctioned.

5th Rs. 39 " 1 " This is a small balance due by Government for mileage allowance for the year 1865/66 vide order of Government dated 3rd February 66 No. 428

We write a separate letter on the various points requiring reference already referred to in this communication.

We have the honor to be

Sir,

Your Most Obedient Servants

R Stuart

Secretaries and Agents.

N° 3661 Supt Engineer's Office 4th Div.
Madras 13th December 1866

From

Colonel A. J. M. Porteau R.E.
Superintending Engineer 4th Div.

To

The Consulting Engineer
for Railways.

Sir,

In reply to your letter N° 494 dated 28th November 1866 (and its enclosure) I have the honor to state:

Enclosures
1 Sketch
1 G.O. N° 745
1 Cost & Estimate

1st That you will see by my letter N° 96 dated 23d February 1866 embodied in G.O N° 745 6th March 1866 that I submitted a revised Estimate Rupees 10760 (the original Estimate and sum claimed by Tramway Company being Rs 9100) for that portion of the road between Arconum and Conjeveram 4½ Miles in length, where no substratum had

been

99/96 Sept

1866

From
Lt Colonel
Superintending Engr
4th Division
Tramway
Conjeveram

Dated 21st
Recd 22d } Decr 1866

No 1177

Answering Letter
Relative to Increase
in Cost and Estimate
for Laying Permanent
Way

been provided, and that the Government desired me to report, whether the portion of road already made over to the Company was metalled with granite metalling, and if not, what description of metalling was used.

2. That report was furnished in Captain Goddards Letter No. 298 dated 28th May 1866 which is enclosed, on which it does not appear that Government passed any further orders.

3. The Government will do well not to raise any further question on the amount Rupees 9100 for this 4½ Miles of Substratum, as from the lie of the road above a tank, and distance of bringing material, it cannot be considered unreasonable, my revised Estimate being as above said Rupees 10760.

4. On further consideration I would not advise the 2d item Rupees 1229-2-2 being contested.

Looking at it in the view that on the one hand the Company have a right to expect a substratum to be provided for them; and that on the other the half road did not afford sufficient space in embankment to furnish that substratum, the appropriation of the further portion seems to have been justifiable. They should however have left it to this Department, to have widened the road.

5. The third item Rupees 494-0-2 has, as stated, been agreed to by Government.

6. It is a mistake to suppose that the teakwood platform was laid down on both sides. It was fixed on the East side only and its construction was very rough. By a reference to the Tramway Cortelhair Bridge Estimate, you will see, whether it provided for pathways for foot passengers. I certainly requested the Resident Engineer to place such a foot-path on both sides, as I took it for granted it was included on their Estimates, as the width sufficient for such paths was allowed on the Bridge for an Ordinary road for which I estimated, the value

of

of which was made over to the Tramway Company, who also made their Bridge sufficiently wide for both Lines of Rails. I have no funds to meet the claims.

I have the honor to be
Sir
Your Most Obedient Servant

H. Wilcox Col R.E
Supt Engr 4th Dn

Rec'd 20th

No. 470.

In this letter the Secretaries and Agents of the Indian Tramway Company claim a Sum of Rupees 11,583. 1. 0, with interest from November 1865. The rate of interest has not been stated. The items which make up the amount above specified are: —

Rupees	9,100	For the formation of road for a distance of 4½ Miles
"	1229. 2. 2	For widening Government Road
"	494. 0. 2	For certain masonry works
"	720. 13. 8	Wooden platform for foot passengers on Cantilivar Bridge
"	39. 1. 0	Mileage allowance
Rupees	11,583. 1. 0	

2. The Secretaries and Agents quote the Several Orders in which the foregoing items were supposed by them to have been sanctioned by Government.

3. The Tramway having been placed under the Superintendency Engineer 4th Division

during its construction, I considered it advisable to refer Messrs Arbuthnot & Co's letter to him. It will be seen from his reply that he recommends the payment of Rupees 9,102 - Rupees 1,229. 2. 2. and Rupees 494 ... 2 ..

* No 3661 dated 13 Dec 1856.

4. With regard to Rupees 1,20. 13. 5, the Cost of Wooden platform for foot passengers on Collidian Bridge, Colonel Boileau admits that he requested the Resident Engineer to place a foot path on both Sides of the Bridge, as he took it for granted that it was included in the Tramway Company's Estimate - Messrs Arbuthnot & Co's urge that the Expenditure was incurred after the Bridge was built, and trust that it will be Sanctioned - The item is a Small One, and I recommend its Sanction -

5. The Mileage allowance of Rupees 39. 1. calls for no remark.

6. Colonel Boileau states that he has no funds to meet the claim preferred by Messrs Arbuthnot & Co

7. Messrs Arbuthnot & Co's letter regarding the Draft Agreement will be Submitted as Soon as I have Conferred with the Government Solicitor on the Subject.

17

Madras
14 December
1855

J. Anderson Lieut-Colo R.E.
Consulting Engineer for Railways

To
The Secretary to Government
P. W. Works
Fort Saint George

From

The Superintending Engineer
4th Division

To

The Consulting Engineer
for Railways

Dated 13 December 1866
Recd 14

No 3661.

Affording opinion
on the claim advanced
by the Secretaries & Agents
of the Indian Tramway
Company works executed.

1st March 66 No 745
2nd " " " 896
16th May " 1563
5th April 65 933

(4)

Pub. 1866. Depart.
Proc. of Govt for January
Railway Department.
No 5096

From

The Consg. Engineer for Railways,

To

The Secretary to Government,
P. W. Dept.

Dated 14th
Received 15 } December 1866.

No. 470-

Enclosures, No. 2

Observations on a letter from the Secretaries & Agents of the Indian Tramway Company No 1777 of 21st November 66, requesting the payment of several amounts specified.

No. 201.

Read 21st Dec 1866 Read 11th Jany 67

No. 97 - 11th Jany 1867

No. 97

Public Works Department

Proceedings of the Madras Government

Under date the 11th January 1867

Read the following

From

The Consulting Engineer
for Railways

(R.E. No. 470 of 14th Dec. 1866)

With his endorsement above read, the Consulting Engineer for Railways submits an application from the Secretaries and Agents of the Indian Tramway Company for certain sums which they consider to be due to them for the undermentioned works on the road between Arconum and Conjeveram —

N.

1st — For the substratum of 4½ miles of Tramway between Trunk Road No 1 and Little Conjeveram #9100

2nd — For widening the Government portion of the road which lies between Arconum and Trunk Road No 1 — #1229-2-2

3 — For constructing a wooden platforms on the Cotelliar Bridge on the portion of road between Arconum and Trunk Road N° 1 —— ₹ 720-13-8

4 " For repairing and constructing Culverts on Do — Do —— 494-0-2

5 " Balance of Mileage Allowance due for 1865/66 for Do — Do —— 39-1-0

Total ₹ 11583-1-0

With regard to the first item, the Government note that in their orders N° 1726, dated the 1st June 1866, (which Colonel Bideau appears to have overlooked) a revised estimate was called for, prepared with reference to the ascertained cost of the metalling of the portion of the road between Arconum and Trunk Road N° 1 which had been previously made over to the Company. This

estimate has not been received, but as the Supt Engineer of the 4th Division is of opinion that, owing to the distance from which material has to be carted, the amount (₹ 9100) which is claimed for the formation of 6½ miles of substratium between Trunk Road N° 1 and Little Conjeveram "cannot be considered unreasonable" the Government admit the charge.

The payment of the second item was objected to in G.O N° 896, dated the 20th March 66, on the ground that, as the additional width of road had been rendered necessary by the Company's Engineer having appropriated nearly two thirds instead of only one half of the road and was required

solely for the convenience of the Company, the Govt could not reasonably be expected to meet the outlay - In his first report on the subject Colonel Boileau represented that the appropriation of more than one half of the width of the road had been made by the Resident Engineer "in contravention of the "Agreement"; while in his letter No 3661 of the 13th Dec 66, he observes that, "looking at it in the" "view that on the one" "hand the Company have" "a right to expect a" "substratum to be pro-" "vided for them, and" "that on the other the" "half road did not" "afford sufficient space" "in embankment to" "furnish

No 97 D/27 Feb 67

"furnish that substratum, the" "appropriation of the further" "portion seems to have been" "justifiable". Under this explanation, the Governor in Council resolves, on a reconsideration of the subject, to admit the claim of Rs 1229-2-2-

As respects the third item, the Government observe that the sum of Rupees 18,200 which was granted in G. O. No 933, dated the 5th April 66, was the estimated cost of such a description of bridge as the Supt Engineer would have recommended if the work had to be constructed by the P.W.D for the accommodation of ordinary traffic including foot passengers, and His Excellency in Council fails to see why

Rs 720-13-8

2

the Government should now be required to reimburse any expenditure which may have been incurred by the Company in excess of that amount by the adoption of a style of construction which did not afford the same accommodation for passengers as was provided for in the estimate prepared by the P.W. Department.

Items four and five have already been admitted, and the Government will be prepared to sanction the disbursement of these charges, as well as of those referred to in paras 2 and 3 of these Proceedings, on the receipt of the required Agreement duly executed by the Company.—

In S-O No 896 d/20 March/66
" — " 2503 - 8 - August/ —

* £ 494 - 0 - 2
* 39 - 1 - 0
* £ 9100 - 0 - 0
* 1229 - 2 - 2
Total £ 10,862 - 3 - 4

His Excellency in Council declines to authorize the payment of any interest on the claims admitted in these orders, as the delay that has occurred in the execution of the Agreement is solely on the part of the Company, who were aware that such a Deed was absolutely necessary to define their relations with the Government, as well as the terms on which the Tramway was to be constructed and worked

The Comptroller for Railways
— Sol. Genl. 4th Dept.
— Controller of P.W.D.
— Accountant General

Dept. 12th January/67.

Dec 21 1866 Depo.
Proc: of Govt Jan 1867
No 91
Proc of Bd Indian Trust
Dec 11th January 67.

Copying orders on the application submitted by the Contg Engr for Depts from the Secretaries and Agents of the Indian Transway Co for certain sums for works on road between Arconum and Conjeveram.

Ltr 201 - 202
c. 21st Dec 1866. R. 4th Jan. 1867.