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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. 529-30 Press —Mis.—

471-72-73

Dated 17-2- 1869.

Not to be folded or roughly handled

No. 471. Read the following letter from the Consulting Engineer for Railways, to the Secretary to Government, Public Works Department, dated Madras, 15th January 1869, No. 19 :—

1. At the instance of the Secretaries and Agents of the Indian Tramway Company, I have the honour to request that you will lay before Government a letter,* with enclosures, which I have received from them, on the subject of the proposed extension to Cuddalore of the Arconum and Conjeveram line. The enclosures consist of copies of the "Convention" and of the "Cahier des Charges," which have been drawn up between the French Government and the Company, with a view to the connection of the town of Pondicherry with the Company's line of rail; and, in forwarding them, the Board of Directors express a belief that those papers may effect a favorable influence upon the conclusion arrived at by the Government of India with respect to the proposed extension, and branch to Pondicherry, "if they could be quickly brought under the consideration of the Supreme Govern-"ment, through the Government of Madras."

* No. 282, 11th January 1869.

2. The subject is one to which this Government have of late more† than once directed their attention, and in now laying before them these papers, it does not seem to me necessary to enter at any length into a consideration of the question.

† G. O., 16th May 1867, No. 1,482.
Do. 19th September 1868, No. 2,967.

3. The Government will doubtless observe that in the papers forwarded by the Board, the extension appears to be treated as if its main object were to carry the line to the town of Pondicherry. I also gather from those papers, and from the extract of the Board's letter, that the Company look to receiving a guarantee from the British Government upon the expenditure on the entire line, including the Pondicherry branch; and that the proposed subsidy of £8,000 per annum for twenty years, form the French Government, is to from simply an addition to their traffic earnings.

4. I need scarcely say that these views are opposed to the opinions which have been recorded by this Government,† to the effect that any extension of the Arconum and Conjeveram line should be taken to Cuddalore, leaving it to the French Government to negotiate with the Tramway Company for a junction from Pondicherry, upon any terms which may appear expedient to both parties. It seems to me that in any agreement which may be entered into for the extension of the line, it should be clearly laid down that any junction which may be made from Pondicherry will be treated as a branch from the main line.

† *Vide* G. O., 16th May 1867, No. 1,482, paragraph 6.

5. It will also be observed that in the question of gauge, the conditions named by the French Government are at variance with the views expressed by this Government. The French Government consider it essential that the line from Arconum southwards should be constructed on the Indian gauge of 5½ feet, whereas this Government have expressed the opinion that the condition of the part of the Presidency which would be traversed by the proposed extension is not such as to warrant the large outlay entailed by the construction of a first class line of Railway, but that the extension of the existing line, on its present scale, may be advantageously undertaken.

From the Secretaries and Agents of the Indian Tramway Company (Limited), to the Consulting Engineer for Railways, dated Madras, 11th January 1869, No. 282.

1. Printed copy of Chairman's letter to the Secretary of State for India, dated 28th March 1867.
2. Do. of the "Convention" and "Cahier des Charges."

1. We have the honour to forward the documents marginally noted for submission to Government.

2. We enclose extract from a letter received from the Secretary to the Home Board, and we trust the Government will think fit to forward the views of the Board, by recommending an early sanction to the extension of their line to Cuddalore.

EXTRACT.

"The Board are informed, that the answer from the Government of India, mentioned in the Secretary of State's reply to the Board, dated 30th October 1868, (copy of which was sent to you 6th November 1868,) has not yet been received, and they are led to believe that the above papers might effect a favorable influence upon that answer as far as relates to the extension, and branch to Pondicherry, if they could quickly be brought under the consideration of the Supreme Government through the Government of Madras.

"The Board consider it would be well if you could point out, in laying these papers before the proper authorities, that while the statistics attached to the printed letter of 28th March, represent an expected dividend of £ 9-17-6 per annum, that the French subsidy of 8000 £ per annum also represents an additional 1 per cent. per annum upon the estimate of £ 800,000 for the whole line, making a total expectancy of £ 10-17-6 against the guarantee of 5 per cent. per annum.

(True Copy.)

(Signed) ARBUTHNOT & Co.,
Secretaries and Agents.

From the Chairman of the Indian Tramway Company (Limited), to the Right Honorable the Secretary of State for India in Council, &c., dated London, 28th March 1867.

1. I have the honour, by desire of the Directors of the Indian Tramway Company (Limited), to address you, in accordance with the understanding come to at the late interview, upon the subject of the further extension of light Railways in India by this Company, under conditions and upon terms of guarantee similar to those conceded to the Indian Branch Company.

2. The Directors assume that as, not only can no valid reason be shown for dealing differently with the two Companies, but that there are very strong grounds upon which this Company might claim more favorable consideration, the Right Honorable the Secretary of State for India in Council will not withhold that assistance which is now admitted to be essential for raising the capital, and which the Directors have been repeatedly assured could not be more favourable than was granted to the Branch Company.

3. The Directors, while recognizing the necessity for great caution being exercised in extending these guarantees, feel convinced that the soundest economy, and most beneficial results, both to the Government and the country, will be obtained by the application of large and comprehensive views to the whole question,—a conviction based on and confirmed by the results of the working of the two principal main lines of India, one of which, the East Indian, has received during the last three weeks £54,000, £60,000, and £56,000 respectively.

4. The Directors, in compliance with the suggestion approved of at the interview, have given their full and earnest attention to the selection, from among the many lines proposed, of one which should combine, as far as possible, the greatest recommendation to the Government as being of moderate length and easy construction, and therefore involving only a very moderate outlay and correspondingly limited amount of guarantee; to the Shareholders as affording from the ascertained data of traffic and cost a reasonable certainty of a profit in excess of the guarantee; and to the public as affording those improved means of communication which, from the absence of river transport, may appear to be especially required.

Proceedings of the Madras Government, Public Works Department, 17th February 1869.

5. The Directors, after careful comparison of all the lines, have come to the conclusion, upon the grounds elsewhere referred to, that the line which complies most fully with all these conditions, and which they can most strongly recommend to the favorable consideration of the Secretary of State, is the extension from Conjeveram to Belpur, with a branch to Pondicherry, in the direction shown in the accompanying map.

Enclosure 1.—Map of Line.

6. The grounds of this selection are—

Enclosure 2 — Engineer's Estimate of cost of Line.

The moderate cost, not exceeding £7,000 per mile, including rolling stock and all charges.

Traffic Data.
Enclosure 3 — Notes on Traffic.
" 4 — Mr. Dartnell's Estimates.
" 5 — Mr. Holloway's Reports.

The large amount of traffic already existing, as shown in the statistical documents, from which the extracts referred to in the margin are made.

The repeated application of the Pondicherry Government, for a line to connect that town with the Railway system of India, either by Tripatoor or Conjeveram.

Enclosure 6 — Recommendation by Madras Government of the Line proposed.

The favorable opinion of the Madras Government

The fact that all the northern lines connecting Calcutta, Delhi, the North-West Provinces, the Punjab, and Madras, converge at Arconum, and that, by its construction southward, an enormous tract of country is brought into communication with the general system.

The utilization of the £100,000 expended on existing line of Railway from Arconum to Conjeveram, which at a small cost will be widened to the 5 : 6 standard gauge.

Enclosure 7 — Memorandum on collateral advantages to Government.

The probability of the profits exceeding the guarantee at an earlier period than most of the other lines, and the collateral advantages to Government.

The certainty of the early completion of the work, and receipt of a large revenue.

The reasonable expectation of the people in the Madras Presidency that their interests should not be overlooked, when the benefits of Railway communication are being bestowed so liberally elsewhere.

7. The objections raised to the Tripatoor line, that it might compete with and prejudice the interest of the Madras Railway, cannot possibly apply in the remotest degree to the line by Conjeveram, which has been approved of by the Madras Government and by the Agent of the Madras Railway Company. The Engineer's report upon the subject will be admitted as conclusive on this point.

Enclosure 8.—Madras Railway Agent's recommendation of Line.

Enclosure 9.—Extract Engineer's Report.

8. The Directors now submit the request to be permitted to proceed with the direct line from Conjeveram to Belpur, with a branch to Pondicherry (a total distance of about 110 miles, which they believe will not exceed a cost of £770,000, or say £800,000, and involving a guarantee of £40,000 per annum), upon the same terms as have been conceded to the Branch Railway Company. It was with a view to this extension of the present line that the Board engaged in its construction, which they did not suppose could stop at 19 miles. If it had been so intended, it is certain that the Company would never have undertaken it.

9. The Directors earnestly request the early and favorable consideration of the subject, as, from the time which has elapsed, the expenses which have been incurred, and the thus far unsatisfactory result of the negotiations with the Government at home and abroad, the Directors feel that it is the only equitable and reasonable solution of the great difficulty in which they feel themselves placed in regard to the Shareholders, who have laid out £100,000 in their endeavour to provide the much needed light Railways for India.

ENCLOSURE 2.

Extract Report of Messrs. Sir CHARLES FOX *and* GEORGE BERKLEY, Esq., *12th June 1866, on the probable cost of the Line to Belpur and Pondicherry.*

"We have given the subject of your communication our fullest and most attentive consideration; and having before us the information transmitted by the Resident Engineer, Mr. Holloway, who has personally examined the Line from Pondicherry to Arconum, and derived from other reliable sources, we are enabled to advise you with confidence upon the point referred to therein.

"We are of opinion that the Railway referred to therein, constructed as a single line of 5 feet 6 inches gauge, with sidings and passing places at about five-mile intervals, with all necessary earthwork, fencing, culverts, drains, bridges and waterways, permanent way and ballast stations (not less than eighteen), repairing shops and tools, telegraph and signals, with an ample supply of rolling stock, including every expense (with the exception of interest on capital during construction), and assuming a small sum to cover the charges of the home establishment, will cost the sum of £7,000 per mile.

"This estimate is for a railway capable of taking any of the rolling stock of the Indian railways, with the single exception of the locomotives, at the same speed as on the Indian railways generally. The locomotives would be specially constructed for this traffic, and would have no greater weight on any pair of wheels than 6 (six) tons

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ENCLOSURE 3.

Notes on Traffic upon Arconum and Pondicherry Line, by the Secretary.

Estimated traffic and returns:—

Goods, as per Pondicherry Pamphlet, fo 33, 57,898 tons annually.

Passengers, as per Government Papers, Captain O'Connell's Report to Sir C. Trevelyan, 400,000 annually.

Calculation:—

	Rs.
Goods, 57,980 tons, 110 miles at 16 pie per mile per ton (Madras Railway, and Tramway third class or medium rate) per annum	5,30,731
Passengers, 400,000, 110 miles at 4 pie per mile (lowest rate, Tramway third-class) per annum	9,16,630
Yearly gross earnings ..	14,47,361
Deduct 45 per cent. for working expenses	6,51,312
Leaving Net earnings yearly	7,96,049

Or say £ 79,604 18*s.* net earnings on £300,000 outlay, representing £9 17*s.* 6*d.* per cent. per annum.

ENCLOSURE 4.

Mr. Dartnell, the Acting Traffic Manager of the Madras Railway, who had for some time given much attention to the question of feeders to the Madras Railway, in October 1865, writes that he computed the net profits, at the lowest estimate, upon an outlay of £ 700,000 on the Pondicherry Line, at 8½, 11½, and 13½ per cent. for the three first years respectively, assuming the working expenses at 45 per cent. of the revenue.

ENCLOSURE 5.

Mr. Holloway, the Engineer of the Company, states—

"I am of opinion this line would pay well, as very few would think of coasting up and down between Cuddalore, Pondicherry, and Madras; we should also pass through many important towns and places of trade.

"There seems to be only one opinion on the subject here. The printed Government correspondence I sent last mail to the Engineers, and what I now enclose, will prove to you that we should

have one of the best paying lines in India: it would do all the coasting trade, both for goods and passengers, between Madras, Pondicherry, and Cuddalore. We may be sure that neither goods nor passengers would be taken through the surf twice, while they could be conveyed up or down in seven hours.

"The traffic, according to official returns published in Pondicherry (see the pamphlet enclosed), already exceeds yearly, 57,000 tons.

"Captain O'Connell, Consulting Engineer of Government Railways, admits, in his reports of Sir Charles Trevelyan's proposed railways, 400,000 passengers per mile, per year, on the projected line.

"There is no doubt that a great deal if not all the work that is now being done by the coasting steamers from Pondicherry will fall into our hands, besides the great advantage we have of a long line.

"Resuming the remarks I have made, I think the whole of the proposed line from Conjeveram to Pondicherry passes through a country well peopled, and a considerable number of villages close to the road. I remarked at Chingleput, Tindevanum, and Vigopooram, large quantities of country carts resting for the night. I should say that at Tindevanum there must have been several hundreds; there was also a large quantity at Chingleput. I observed, also, coming along the road, considerable numbers of carts and passengers, which led me to suppose that the average daily traffic must be very great. I was also told by a native official, whom I met casually on the road, that the people of the country were looking forward to a railway with the greatest impatience, as they perceived the facilities it gave to commerce in those parts of the Madras Presidency where the railway is already laid."

Mr. Norfor, the Consular Agent at Pondicherry, enumerates the weights of the principal articles brought in and out of Pondicherry in carts exceed 37,990 tons yearly, and shows that the transport now costs £712 per mile for this quantity.

He also furnishes the weights of the principal articles carried by carts in South Arcot, which amounts to 399,900 tons for the year.

ENCLOSURE 6.

In the Proceedings of the Madras Government, dated 25th September 1866, No. 375, the Government state that—

"They have already (25th February 1867, No. 562) expressed their opinion of the great advantages which an extension of the Tramway from Arconum to Conjeveram onwards to Pondicherry would confer on the country, and they will at once forward for the favorable consideration for the Home Government the application which is now made by the Tramway Company, through their Agents at Madras, for permission to construct that extension under a guarantee."

ENCLOSURE 7.

Memorandum of Collateral Advantages to Government, by G. NORTON, *Esq.*

Terms asked of Government.

Five per cent. per annum to be guaranteed on, say, £800,000, being at the calculated cost of £7,000 per mile for 110 miles.

This 5 per cent. per annum would amount to £40,000. In reduction of this sum must be considered the certain revenue of the line, and the following special advantages to the Government.

	£. *s.* *d.*
1st. The carrying of Government mails gratis, and troops and military stores at two-third fares, worth	
2nd. Cost saved of making a road in part, and wholly of repairing and maintaining a common road	
3rd. The certain increased profits on the main lines from the traffic brought by feeders	

Collateral advantages:

1st. The probability of all payments by Government ceasing soon after the opening.

2nd. Certainty of repayment to Government of guaranteed interest, from profits above 5 per cent.

3rd. Increase to revenues from duties and customs.

4th. General benefit to public from cheaper transit and increase of trade.

5th. Mitigation of famines.

ENCLOSURE 8.

Mr. Elwin, Agent and Manager of the Madras Railway Company, in his Official Reports, No. 231, 21st March 1864, states that, "in the opinion of the Officers of this Company, the carrying out of the first or second scheme, (viz., by way of Tripatoor) would be prejudicial to the interests of the Madras Railway, but that a branch connecting Pondicherry viâ Tindevanum with Conjeveram would doubtless act as a feeder.

No. 545.—The following is the Government Order thereon, 19th April 1864, No. 1,114. :—

Ordered, that the foregoing letter and its enclosure be communicated, through the Collector of South Arcot, to the President of the Committee formed at Pondicherry to consider the feasibility of connecting that settlement with the Madras and South-West Railway by a line of light rails. The Committee will observe that the Madras Railway Company oppose the construction of any other junction line than that from Pondicherry to Conjeveram, and that it will probably be advisable to confine the investigations about to be undertaken to this line.

(True Extract.)

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

Mr. Reade, Collector and Special Agent of South Arcot, officially informs the Government that "the railway will confer a boon on the inhabitants of those parts of my district, the extent of which it would be difficult to estimate, and the benefit and gain to the State must necessarily be, in all respects, corresponding."

ENCLOSURE 9.

The Company's Engineers, Sir Charles Fox and Mr. George Berkley, state, in their report upon the value to the Madras Railway of the proposed line, that, "whereas the Tripatoor line would probably be prejudicial, the line by Conjeveram cannot fail to bring a very large amount of traffic over the Madras Railway, which it could not otherwise possibly obtain. The line, although not much exceeding 100 miles, will open up the trade of a vast tract of country, of over 12,000 square miles, which is far too distant from the Madras Line to either benefit the trade by the railway or to benefit the railway by the trade, as there is an average of from 100 to 120 miles between the coast and the Madras Railway, with a considerable trade now carried coastwise by steamers, which would all come over the Conjeveram Line, and over 42 miles of the Madras Line."

(A True Copy)

(Signed) M. R. SCOTT,
Secretary.

From Lieutenant-Colonel J. C. ANDERSON, R. E., Consulting Engineer for Railways, to the Agents and Secretaries of the Indian Tramway Company, (Limited), dated Madras, 18th May 1867, No. 206.

1. In reply to your letter, No. 83, dated 10th April 1867, on the subject of the extension of the Tramway to the southward, I have the honour to communicate the following Order of Government.

2. The question of extending the Railway communication southwards from Arconum through the districts of Madras and South Arcot, is one which, in the opinion of Government, should be determined solely with a view to local interests and the benefit of Her Majesty's territories. Although the present condition of that part of the Presidency is not such as would warrant the large outlay which the construction of a first class line of Railway would entail, the Government consider that the extension of the line of light Tramway which now unites Arconum with Conjeveram might advantageously be undertaken, and they will accordingly be prepared to support any proposals for the extension of that line, upon its present scale, from Conjeveram to Cuddalore passing by Wandawash, Tindevanum, and Vicravandy ; but as the creation of such a line of communication does not seem to be essential either to the local interests of the country lying to the north of the Great Southern of India Railway or to the more opulent southern districts beyond, the Government cannot at present advocate its extension beyond Cuddalore. They would leave it to the French Government to negotiate with the Tramway Company for a junction from Pondicherry upon any terms which may appear expedient to both parties.

(A true Copy.)

(Signed) M. R. SCOTT,
Secretary.

Translation of "Convention" signed 22nd August 1868.

AGREEMENT BETWEEN THE FRENCH GOVERNMENT AND THE INDIAN TRAMWAY COMPANY.

Article 1.

The Minister of Marine and of the Colonies in the name of the French Government concedes to the Indian Tramway Company represented by Mr. Henry Kimber the part comprised in the French Territory of a Railway starting from Pondicherry and proceeding towards Belpur thence to be connected with the Railway from Madras to Beypoor.

Article 2.

On his side Mr. Henry Kimber engages on behalf of the Indian Tramway Company which he represents and under the reservations contained in Article 10 hereafter mentioned to construct the Railway which is the object of the present concession and to conform in the construction and making of the said Road to the clauses and stipulations of the annexed conditions (Cahier des Charges).

The entire line will be constructed and put in working order (excepting in the case offorce (deforce majeure) duly proved) within the period of three years from the date of the Imperial Decree which will ratify the concession to the Indian Tramway Company of that portion of this line opened through the French Territory and according to the conditions hereafter stated.

Article 3.

The iron way road to be constructed through the English Territory will pass through or near Belpur and through or near Tindivanum thence the line will proceed through Chingleput or Wandiwash according to the convenience of the Indian Government to reach Conjeveram and to unite at Arconum with the line from Madras to Beypoor between Pondicherry and Belpur the Company shall follow the trace or outline of the project as marked out by M. Lamairesse Engineer-in-Chief and with this view plans showing

1*st.*—The General Plan to the scale of 0^{m}0001 to a metre

2*nd.*—The longitudinal section to the scale of 0^{m}01 for the altitudes and of 0^{m}0001 for the lengths.

3*rd.*—The drawings of the gradients and of the straight and curved lines.

4*th.*—The Cross Section (type) of the road or way

Will be delivered to the Company who will nevertheless be authorized on its reasonable request to bring to the project such modifications as shall be deemed useful.

From Belpur to Arconum the Company will conform for the outline, the slopes, the inclines, and the radius of the curves to the arrangements admitted in the Anglo-Indian Railways or prescribed by the Government of India.

The line will be constructed in such a way as to be accessible to the entirety of the rolling stock in use upon the Road from Madras to Beypoor.

Article 4.

The Company will conform itself for the working and keeping in repair of the Railway to the clauses and stipulations of the conditions which will be imposed by the English Government.

The speed of the Passenger trains will be the same as that of the trains of the same kind upon the line from Madras to Beypoor.

The charges and the conditions relating to conveyance will be those in force upon the same Railway from Madras to Beypoor.

There will not be any distinction made between the two countries either for the price of travelling or time of transit. The transits from one territory to the other will be made without any turn of favour and shall be treated as well as to rates as to time of transit like those effected in the respective limits of each country. Along the entire length of the line the French Government will enjoy for the conveyance of mails, dispatches, and of the necessary Agents for the Postal service, for the conveyance of its functionaries and Agents all the rights privileges and immunities given by the conditions of the Madras Railway to the English Government.

Article 5.

In consideration of the engagements undertaken by the Company as well for the construction of a Railway through the French Territory in the direction from Pondicherry to Belpur as for the extension of this Railway through the English Territory as far as Arconum the Colony and upon its default the French Government engages to pay annually for twenty years to the Company a subsidy of 200,000 francs.

This subsidy will be payable in Pondicherry in a single payment annually the first payment will be made in the month following the putting into working order for the entire length from Pondicherry to Arconum and upon production of a Report prepared by the Engineer-in-Chief of Bridges and Roads at Pondicherry after a complete inspection of the works and upon ascertaining that the Company has performed all its engagements towards the French and English Governments.

The Company will be entitled to move the execution of its engagements towards the English Government by a Certificate from the English Engineer intrusted with the control and which Certificate will be annexed to the Report of the French Engineer.

Article 6.

The Company will for the maintenance and working of the Railway be placed under control and surveillance which will be exercised by the Officers of the Service of Bridges and Roads at Pondicherry. This control and surveillance will have for its object the insuring except in case of force majeure) throughout the entire length of the line subsidised and through the two countries the entire and complete execution of the obligations undertaken by the Company according to the terms of the present arrangement and the conditions "du Cahier des Charges" imposed on the said Company by the English Government.

The annual subsidy will not be payable each year except upon the production of a Certificate of the Chief Engineer of the Service of Bridges and Roads at Pondicherry and upon ascertainment that during the current year the Company has fulfilled all its engagements towards the French and English Governments. The Company will prove in manner provided by Article 5 before mentioned the execution of its engagements towards the English Government.

Article 7.

Failing the Company completing the Works and placing the entire Line in working order within the time fixed by Article 2 abovementioned or fulfilling all the obligations which have been imposed by the present Agreement the payment of the subsidy will be suspended without prejudice to the forfeiture provided by the Articles 26 and 27 of the Specification (Cahier des Charges).

Article 8.

The French Administration reserve to itself the conceling through its territory and of subsidising through the English Territory such other lines as it shall consider useful to the interests of the country. Upon equal conditions the Indian Tramway Company will have the preference for any concession starting from Pondicherry.

Article 9.

For the execution of the present Agreement the Company declares to elect its domicile at Pondicherry it declares besides that it accepts the competency of the French Tribunals as to that which concerns the execution or the interpretation of the clauses and conditions of the present agreement.

Article 10.

It is understood that the concession of the Railway through the French Territory is made under the reservation that the Company will obtain from the English Government the concession of that part of the Railway from Pondicherry to Arconum comprised in English Territory and that in default of the Company obtaining either the formal adhesion of the English Government to the conditions of the present agreement which may affect both countries or to propositions which may be agreed upon by the two Governments the said Agreement shall be void and of no effect.

Article 11.

The present Agreement shall not be liable to any duty but the fixed sum of one franc.

The 9th July 1868.

Additional Article.

This present Convention will not have effect until after Article 5 relative to the subsidy shall have been approved by an Act which will be presented to the Corps Legislatif in the next approaching Session.

Paris, the 22nd August 1868.

(Signed) HENRY KIMBER.

(Signed) RIGAULT DE GENOUILLY.

L'Admiral Minister Secretary of State of the Department of Marine and the Colonies.

(A true Copy.)

Indian Tramway Company (Limited),
62, Moorgate Street, London,
27th November 1868.

(Signed) M. R. SCOTT,
Secretary.

Translation of the "Cahier des Charges" Signed 22nd August 1868.

SPECIFICATION

(Cahier des Charges)

Of the portion comprised in the French territory of the Railway to be constructed between Pondicherry and Arconum.

Part 1st.

Plan and Construction.

Article 1.

The Railway to be conceded through the French territory will set out from Pondicherry, pass by Villenour and in the direction of Belpur.

Article 2.

The works must be commenced within a period of six months and completed within a period of three years from the date of the Decree which will approve of the concession.

Article 3.

The Grantee Company will conform in the execution to the entire project prepared by the Engineer-in-Chief Lamairesse for the line to be conceded and its extension to Belpur.

Consequently the Administration will give to the Company for their information an exact copy of the plans composing the said project and comprising—

1*st.*—The general plan to the scale of 0 m 001 to a metre.

2*nd.*—The longitudinal section to the scale of 0 m 01 for the altitude and 0 m 001 for the lengths.

3*rd.*—The drawings of the gradients and of the straight and curved lines.

4*th.*—The cross section of the road or way.

The Company can nevertheless be authorized upon request, by the Governor of the Administration in Council to bring to the project such modifications as shall be deemed useful.

Article 4.

The ground will be required, the works of skill and embankments will be executed for a single line except at the points where the establishing of sidings will be considered desirable.

The cross section of the Railway as well for the breadth of the line and for the breadth of the midway as for the props slopes trenches and ditches will conform to that which is in use upon the Railway from Madras to Beypoor.

The Company will provide along the Railway the ditches and trenches necessary to the healthy condition of the way and the flowing of the water.

Article 5.

The number, the extent, and the sides of the sidings will be determined by the Administration upon the proposal of the Company.

Likewise the number and the sites of the Passenger Stations and the Goods depôts will be regulated by the Administration after due enquiry. The plans of the Way of the Wharves the buildings of the Stations, the Depôts and their approaches will be besides submitted to the approval of the Administration.

Article 6.

The Company will be bound to re-establish all interrupted communications. The Administration will fix after enquiry and hearing the Company the roads or ways for which the level crossings are to be established and those for which passages above or below the Railway will be required.

In the latter case the Administration will regulate upon the proposal of the Company the breadth and the height of the passage and the dimensions of the parapets.

Article 7.

Wherever the roads or public or private ways will be crossed on the level the rails will be provided with counter rails and must not present any projection or depression upon the ground of the road or ways.

The level crossing cannot be effected under a lesser angle than 45°.

Each level passage will be protected by a barrier constructed according to a plan approved of by the Administration. There will be established a guard-house wherever the Administration shall consider it necessary.

Article 8.

Wherever it will be necessary to change the direction or the position of a road or neighbouring way, the plan of the works to be executed will be submitted to the approbation of the Administration who will therefore prescribe such modifications as it shall consider expedient.

Article 9.

The Company will be bound to re-establish and to assure at its cost during the continuance of the concession the flowing of any water the course of which shall be stopped suspended or changed by the works and to take the necessary measures to prevent unhealthiness of

The height, the opening and the breadth of viaducts to be constructed at the meeting of rivers, streams of water public or private canals, trenches for irrigation or otherwise will be determined by the Administration according to local circumstances upon the proposal of the Company.

Article 10.

At the meeting of roads and public ways there will be constructed by the case and at the cost of the Company the temporary passages through which will be considered necessary to maintain communication during the continuance of the works. The passage cannot be interrupted until the service of bridges and ways shall have decided that the temporary works are sufficient to maintain the communication.

Article 11.

The Administration reserves to itself the authority with suitable precautions and hearing the Company to open new roads or ways for the conduit of water or Canals, dry or for irrigation before crossing or assuming the land affected by the Railway or its dependencies.

Article 12.

The Company will employ in the execution of the works only materials of the best quality and will execute them in a workman-like manner.

Proceedings of the Madras Government, Public Works Department, 17th February 1869.

All the aqueducts culverts bridges and viaducts in masonry in iron or wood and to rest on piles or abutments in masonry. All the masonry will be constructed with mortar of hydraulic lime. The road will be composed with materials of good quality, the weight of the rails will be determined by the Administration, the Company being heard it will be such that the rails can support the passage of the Rolling stock in use upon the Railway from Madras to Beypoor.

Article 13.

The Railway will be separated from the adjoining properties by walls hedges or other enclosure to be determined by the Administration upon the proposal of the Company.

Article 14.

All the land necessary for the execution of the works to the establishment of the Railway and its dependencies or to the alteration of roads and water courses displaced will be purchased and paid for by the Grantee Company who will besides bear all indemnities for damages of whatever nature which may result from their works. Nevertheless the land belonging to the State which will be necessary to the execution of the works will be given gratuitously to the Company, but on conditions that the land will be actually available and not converted to any other use.

Article 15.

The scheme being of public utility, the Company is invested for the execution of the works depending upon its concession with all the rights which the Laws and Regulations in force in the Colony confer upon the Administration in the matter of public works while it is subject to all the obligations which devolve upon the Administration from such Laws and Regulations.

Article 16.

The works will be executed under the control and surveillance of the Administration. This control and surveillance will only prevent the Company from departing from the terms of the present specification (Cahier des Charges).

Article 17.

So soon as the works shall be completed an inspection will be made thereof by one or more Inspectors appointed by the Governor of the Colony. The Engineer-in-Chief of bridges and roads will be by right of office one of the Inspectors. Upon examination of the report of this inspection the Administration will authorize the working and the receipt of the charges hereafter arranged.

Article 18.

After the completion of the works and within a time to be paid by the Administration the Company will prepare a general plan of the Railway and its dependencies and a descriptive statement of all the works executed.

This plan and statement verified by the Engineer charged with the control will be deposited among the records of the Government of the Colony.

If during the continuance of the concession of the land it becomes re-annexed to the Railway and if any new works be constructed mention will be made upon the plan relating to the Government Survey and upon the descriptive statement of the works.

TITLE 2ND.

MAINTENANCE AND WORKING.

Article 19.

The Railway and its dependencies will be constantly maintained in good order and so that the traffic will be easy and secure.

The expenses of maintenance and of repairs ordinary or extraordinary will be at the cost of the Company. If the Railway and its dependencies cannot maintain in good condition the duty will devolve upon the Administration. The total of the advances made will be recovered as in the matter of direct contributions.

Article 20.

The Company will be bound to establish at its own cost and wherever there will be need watchmen in sufficient number to secure the security of the traffic.

Article 21.

The locomotive engines, the passenger carriages, the waggons intended for the conveyance of merchandise and generally all the rolling stock will be of good and solid construction.

The Company will conform, for the maintenance and the placing in working order of the rolling stock to the conditions of the specification (Cahier des Charges) which will be imposed on it by the English Government for the extension beyond the French frontier of the road which is the object of the present specification (Cahier des Charges).

Article 22.

The decisions of the Governor in Council will determine the necessary arrangement to ensure the Police and the working of the Railway as well as the preservation of the works depending on it.

The execution of these regulations will be obligatory upon the Company. Moreover the Company will be bound to submit to the approval of the Administration all the regulations relating to the service and working of the Railway.

The Administration will determine the minimum and maximum speed of the passenger and goods trains.

The rates of speed will not in any case be less than those of the trains of the same kind upon the Railway from Madras to Beypoor.

Article 23.

The Company will be subject in everything which concerns the maintenance and working to the control and surveillance of the Administration.

This control will be exercised by the Agents of the service of bridges and roads at Pondicherry. It will only ensure the regulations relating to the Police and working of the Railway and of all the clauses and conditions of the present "Cahier des Charges."

TITLE 3RD.

CONTINUANCE, REDEMPTION AND FORFEITURE OF THE CONCESSION.

Article 24.

The continuance of the concession will be 99 years commencing to run from the day of the signing of the Imperial decree to intervene for the approbation of the concession.

Article 25.

At the time fixed for the expiration of the concession and by the fact alone of that expiration the French Government will be surrogated to all the rights of the Company in the Railway and its dependencies and will enter into enjoyment of all its receipts.

The Company will be bound to give it up in a good state of maintenance and all the fixtures which belong to it, the buildings of the platforms and stations carriage sheds, workshops and depôts watch-houses &c. and all the immovable things belonging thereto such as paths fences ways changing of ways turn-tables reservoirs of water hydraulic cranes, &c., &c.

In the 5 last years which will precede the ending of the concession the Government will have the right to take the revenues of the Railway and of those employed in the keeping in good order of the line and its dependencies if the Company has not the means to fully and entirely satisfy their obligation.

The Company will be bound if the State require it to give up such part of the rolling stock and such personal goods in use in the Stations and workshops as it shall consider it convenient to acquire.

Article 26.

In default of the Company having completed the works within the period fixed by Article 2 all reserve made in case of "force majeure" legally constituted, in default of it having fulfilled the various obligations imposed by the present "Cahier des Charges" it will incur forfeiture and it will be provided only to the continuation and completion of the works as well as the execution of the other engagements entered into by the Company by means of an auction which will open at an upset price the executed works, the materials provided and the portions of the Railway already let for working. The tenders may be less than the upset price. The new Company will be bound by the clauses of the present "Cahier des Charges" and the Company will receive the price which the new auction shall have fixed.

Proceedings of the Madras Government, Public Works Department, 17th February 1869.

If the sale by auction produces no result a second auction will be tried upon the same conditions after an interval of three months. If the second attempt remains equally without result the Company will be definitely debarred from all right and then the executed works, the materials supplied and the portions of the Railway already let out for working will belong to the State.

Article 27.

If during the concession the working becomes interrupted, the forfeiture may be equally pronounced against the Company and it will be provided as it is said above to the re-auction of the concession after the seizure of the way, of all its dependencies, of the rolling stock and the movable articles in use in the platforms, stations and workshops.

In this case the French Government will retain upon the price of the concession all the sums which may be due especially those paid by way of subsidy to the Company.

TITLE 4.

RATES AND CONDITIONS RELATING TO CARRIAGE.

Article 28.

Under the condition expressed that it will exactly fulfil all the conditions imposed by the present "Cahier des Charges" the Company is authorised to receive during the continuance of the concession the dues of toll and price of carriage arranged by the "Cahier des Charges" imposed by the English Government to the Railway Company from Madras to Beypoor.

Article 29.

The tariffs are a maximum which can never be executed at least without a special decision of the Governor of Pondicherry authorizing the Company. They will be applied according to the Rules and Regulations imposed by the before-mentioned "Cahier des Charges" of the Madras and Beypoor Railway.

Article 30.

No other tariff can be received without having been submitted to the approbation of the Administration and rendered capable of being executed by advice of the Governor of the Colony.

Every modification of the tariffs will be announced by placards from month to month in advance.

The collection of rates will be made indiscriminately and without favour.

Article 31.

The Company will be bound to make as well by itself as by an Agent for whom it will be responsible the porterage and conveyance to the house of the consignees of all merchandise confided to it and this upon the entire length of the French territory comprised in a radius of one and a half miles (2,413 m) from each depôt or station. The tariffs to be received will be fixed by the Administration upon the proposal of the Company. They will be applied indiscriminately and without favour.

Article 32.

The Company will be responsible to third parties for all losses and damages which may result from the loss or deterioration of goods or merchandise entrusted to them, for delays which may occur in carriage in a word for all consequences of losses or accidents which may happen by the non-execution of the clauses of the present "Cahier des Charges.

TITLE 5TH.

STIPULATIONS RELATING TO VARIOUS SERVICES.

Article 33.

The Officials and Agents charged with the inspection control surveillance and the Police of the Railway and the employés in the postal service will have access to the platforms and stations and will be carried free and according to their rank by all the trains in carriages of the Company for the execution of their duties, they conforming themselves to the regulations of the internal policy of the Company.

Article 34.

Under reserve of the approbation of the English Government for the portion of the line comprised in its territory the Officials or Agents of the French Administration will enjoy along the entire length of the conceded line the rights favours and privileges reserved to the English Government by the "Cahier des Charges" of the Madras and Beypoor line.

The same favours and privileges will be reserved in the French territory to the English Government and to its Officials and Agents.

Under the same reserve the Colony may establish an Electric Telegraph along the line of Railway and for this purpose may attach their wires to the Telegraph posts of the Company.

TITLE 6TH.

VARIOUS CLAUSES.

Article 35.

The French Government reserves to itself the right of granting new concessions of Railways Roads or Canals and in such direction as may be fit. but for which the Company can claim some indemnity or damage in case that the new lines come to join the line which is the object of the present concession and according to the conditions expressed by Article 8 of the annexed convention. In the case of the joining to the line conceded by the present concession the Company's Grantees will have the reciprocal power according to the arranged tariffs of running their carriages wagons and engines over the lines which have been conceded to each of them.

If the Companies cannot agree upon an amicable arrangement of the tariffs the Administration will act as arbitrators.

Article 36.

All the land occupied by the Company will be liable to the same landed contribution as private property. The buildings and magazines necessary for the working of the Railway will be assimilated to the private houses of the locality.

Article 37.

The Company must make election of its domicile at Pondicherry.

Article 38.

Any dispute which shall arise between the Company and the Administration concerning the execution and of the interpretation of the clauses of the present "Cahier des Charges" will be tried judicially by the Council of contested claims at Pondicherry reserving an appeal to the Council of State.

The Company accepts the competency of the French tribunals in all disputes which can arise upon French territory between itself and third parties dwelling in the Colony and especially as to that which concerns the application of Article 32 of the present "Cahier des Charges."

Article 39.

It is understood that the present "Cahier des Charges" is only applicable to the portion of the Railway to be established upon the French territory according to the conditions mentioned in Article 34 concerning the rights and privileges accorded to the French and English Agents circulating through the two countries.

Article 40.

The present "Cahier des Charges" is not liable to any duty except the fixed duty of one franc.

To be annexed to the convention passed for the execution of the Railway from Pondicherry to Arconum.

PARIS,
12*th August* 1868.

(Signed) CH. COLLIGUON,
Inspector General of Maritime Works.

PARIS,
August 21*st* 1868.

Proposed for the approbation of the Minister.
(Signed)

PARIS,
22*nd August* 1868.

Approved.

(Signed) RIGAULT DE GENOUILLY,
The Minister and Secretary of State of the Marine and Colonies.

INDIAN TAMWAY COMPANY (Limited),
62, Moorgate Street London,
27th November 1868.

(A true Copy.)

(Signed) HENRY KIMBER.

(Signed) M. R. SCOTT,
Secretary.

Proceedings of the Madras Government, Public Works Department, 17th February 1869.

MEMORANDUM.

The following appertaining to this "Cahier des Charges" of the same date, and signed by the same parties, are also in Office received with the "Convention" and "Cahier des Charges."

1. The plans and sections of the proposed line from Pondicherry to Belpur.
2. A schedule "Etude du chemin de fer Francais de Pondicherry á Belpur—" "Tableau de paliers, penter et ramper."
3. Do. do. "tableau des auvrages d'art."
4. Do. do. "tableau des courbes."

These are not sent—they are elaborate and would be very expensive to copy, the matter in them will also have to be reviewed by the Engineering Department of the Madras Government whenever theline is about to be constructed.

If required copies can be obtained at any time from the authorities at Pondicherry.

INDIAN TRAMWAY COMPANY (LIMITED),
62, *Moorgate Street London*,
27th November 1868.

(Signed,) M. R. SCOTT,
Secretary.

No. 472. ORDER THEREON, 17th February 1869, No. 529.

RAILWAY, No. 39.

Ordered that these papers be forwarded to the Government of India :—

(Here enter No. 530, dated 17th February 1869.)

(True Extract.)

.Colonel, R. E.,
Secretary to Government.

To the Consulting Engineer for Railways.

Exd. S. T. Augustin.

PUBLIC WORKS DEPARTMENT,
FORT ST. GEORGE, 17*th February* 1869.

No. 530.

No. 473.

To

THE SECRETARY TO THE GOVERNMENT OF INDIA,
PUBLIC WORKS DEPARTMENT.

SIR,

RAILWAY, No. 40.

1. In continuation of my letter of the 19th September 1868, No. 2,968, I am directed to forward herewith a letter from the Consulting Engineer for Railways, submitting, at the instance of the Agents of the Indian Tramway Company, copies of certain papers relating to a Convention which has been entered into by that Company with the French Government for the construction of a line of Railway to connect the town of Pondicherry with the Railway system in this Presidency.

2. It will be observed that the proposal of the Company provides for altering the narrow gauge on which the present line from Arconum to Conjeveram has been constructed to the Indian gauge of five and a half feet, and for extending the line to Belpur with a branch to Pondicherry, a total distance of about 130 miles. The Directors of the Company it would appear look to the British Government for a guarantee upon the estimated outlay of £ 800,000 on the whole line, including the branch to Pondicherry, and propose that the subsidy of £ 8,000 from the French Government should form simply an addition to the traffic earnings.

3. Having already fully reported the views which this Government entertain of the extension of the Company's line in a southerly direction to Cuddalore, it seems now only necessary to invite attention to paragraphs 3 to 5 of Major Shaw Stewart's letter. The primary object which the Directors of the Company appear to have in view in their proposal is to bring the town of Pondicherry into connection with their line; but, though fully alive to the advantages of the proposed extension in whatever direction it may be terminated, this Government are of opinion that it should be carried to Cuddalore, and that if a branch to Pondicherry is to be added, the French Government should be left to negotiate with the Company for its construction. Considering, however, the character of the country through which the extension will pass, His Excellency in Council is not prepared to recommend any departure from the present narrow gauge on which the line from Arconum to Conjeveram has been laid.

I have the honor to be,
Sir,
Your most obedient servant,

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

Exd. S. T. Augustin.

P 10

Consulting Engineer's Office,

Railway Department.

No. 19

From Major J. W. McShaw Stewart R.C.
Consulting Engineer for Railways,

To Colonel C. A. Orr R.C.
Secretary to Government,
Public Works Department,
Fort Saint George

Sir,

At the instance of the Secretaries and Agents of the Indian Tramway Company, I have the honour to request that you will lay before Government a letter, with enclosures, which I have received from them on the subject of the proposed extension to Cuddalore of the Arconum and Conjeveram line. The enclosures consist of copies of the "Convention" and of the "Cahier des charges" which have been drawn up between the French Government and the Company, with a view to the connection

P 282 - 11th January 1869

connection of the town of Pondicherry with the Company's line of rail; and in forwarding them the Board of Directors express a belief that those papers may effect a favourable influence upon the conclusion arrived at by the Government of India with respect to the proposed extension, and branch to Pondicherry, if they could be quickly brought under the consideration of the "Supreme Government through the Government of Madras."

2 The subject is one to which this Government have of late more[x] than once directed their attention; and in now laying before them these papers, it does not seem to me necessary to enter at any length into a consideration of the question.

3 The Government will doubtless observe that in the papers forwarded by

[x] Gl 16th May 1867 p. 1182
19th Sept. 1868 - 2967

by the Board the extension appears to be treated as if its main object were to carry the line to the town of Pondicherry; I also gather from those papers, and from the extract of the Boards' letter, that the Company look to receiving a Guarantee from the British Government upon the expenditure on the entire line, including the Pondicherry branch; and that the proposed subsidy of £8000 per annum for 20 years from the French Government is to form simply an addition to their traffic earnings.

4 I need scarcely say that these views are opposed to the opinions which have been recorded by this Government, [x] to the effect that any extension of the Arconum and Conjeveram line should be taken to Cuddalore, leaving

[x] Vide Gl 16th May 1867 p. 1482 para 6

leaving it to the French Government to negociate with the Tramway Company for a junction from Pondicherry upon any terms which may appear expedient to both parties. It seems to me that in any Agreement which may be entered into for the extension of the Lines it should be clearly laid down that any junction which may be made from Pondicherry will be treated as a branch from the main line.

5 It will also be observed that in the question of gauge the conditions named by the French Government are at variance with the views expressed by this Government. The French Government consider it essential that the line from Villenour southwards should be constructed on the Indian Gauge of

5½ feet: whereas this Government have expressed the opinion that the condition of the part of the Presidency which would be traversed by the proposed extension is not such as to warrant the large outlay entailed by the construction of a first class line of Railway, but that the extension of the existing line, on its present scale, may be advantageously undertaken.

I have the honour to be,
Sir,
Your Most Obedient Servant
Major RCE
Cons: Engr: for Railways

Madras
15th January
1869

Translation of the Articles of Agreement dated 23rd August 1858 between the Secretary of State for India in Council and the Madras Railway Company

(Clauses as changed by the Supplemental Agreement with the French Ministry of the Railways to be constructed between Pondicherry and Villupuram.)

Part I.st

Plans and Construction

Article 1.

The Railways to be executed through the French territory will be set out from Pondicherry, passing by Villupuram and will join the direction of Villupuram.

Article 2.

The works must be commenced within a period of six months from the completed within a period of three years from the date of the Decree which will approve of the Concession.

Article 3.

The Grande Compagnie will confirm with the intervention in the entire project prepared by the Engineers in Chief Samuels for the line to be executed via Villupuram to Villupuram consequently the Administration will give to the Company for the same intervention necessary copy of the plans comprising the general project - Remarks.

1.° The general plan of the Railroads of 20 miles to commence

2.° The longitudinal section of the whole of 20 miles for the altitude of 20 m/m for the heights

3.° The drawings of the gradients & of the straight & curved lines

4.° The cross sections of the road or way

The Company can undertake (if sanctioned upon request)

Fort St George, 1869 February

Fort St George

RAILWAY DEPARTMENT.

No 195

From

The Consulting Engineer
for Railways.

To

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

No 529 - 4330 - 17th Feby 1869

Dated 15 January 1869.
Received 18

No. 19

Subject:

Requesting to be laid before Government a letter with enclosures received from the Agent J. Greenway Company on the subject of proposed extension to Villupuram & Cuddalore & the Arconum & Conjeveram line.

No 471

Copied 23rd Decr 1869 - Ch. 28

by the Governor of the Administration in Council to bring to the project such modifications as shall be deemed useful.

Article 4.

The ground will be required, the works of Skill & embankment will be executed for a single line except at the points where the establishing of ... ideings will be considered desirable.

The cross section of the Railway as well for the breadth of the line & for the breadth of the midway as for the slopes trenches & ditches will conform to that which is in use upon the Railways from Madras to Beypore.

The Company will provide along the Railway the ditches & trenches necessary to the healthy condition of the way & the flowing of the water.

Article 5.

The number, the extent, & the sites of the sidings will be determined by the Administration upon the proposal of the Company.

Likewise the number & the sites of the Passenger stations & the goods depots will be regulated by the administration after due enquiry. The plans of the way of the wharves the buildings of the stations, the depots and their approaches will be besides submitted to the approval of the administration.

Article 6.

The Company will be bound to re-establish all interrupted communications. The administration will fix after enquiry & hearing the Company the roads or ways for which the level crossings are to be established & those for which passages above or below the Railway will be required.

In the latter case the administration will regulate upon the proposal of the Company the breadth & the height of the passage & the dimensions of the parapets

Article 7.

Wherever the roads or public or private ways will be crossed on the level, the rails will be provided with Counter rails & must not present any projection or depression upon the ground of the road or ways.

The level crossing cannot be effected under a lesser angle than 45°.

Each level passage will be protected by a barrier constructed according to a plan approved of by the administration. There will be established a guard house wherever the Administration shall consider it necessary

Article 8.

Wherever it will be necessary to change the direction or the position of a road or neighbouring way, the plan of the works to be executed will be submitted to the approbation of the Administration who will therefore prescribe such modifications as it shall consider expedient.

Article 9.

The Company will be bound to re-establish & to assure at its cost during the continuance of the Concession the flowing of any water the course of which shall be stopped suspended or changed by the works & to take the necessary measures to prevent unhealthiness of

The height, the opening & the breadth of Viaducts to be constructed at the meeting of Rivers, streams of water public or private canals, trenches for irrigation or otherwise will be determined by the Administration according to local circumstances upon the proposal of the Company

Article 10.

At the meeting of roads & public ways there will be constructed by the case at the cost of the Company the temporary passages through which will be considered necessary to maintain communication during the continuance of the works. The passage cannot be interrupted until the service of Bridges & ways shall have decided that the temporary works are sufficient to maintain the communication.

Article 11.

The administration reserves to itself the authority with suitable precautions bearing the Company to open new roads or ways for the Conduit of Water or Canals, dry or for irrigation before crossing or assuming the land affected by the Railway or its dependencies.

Article 12.

The Company will employ in the execution of the Works only materials of the best quality & will execute them in a workmanlike manner.

All the aqueducts culverts bridges & viaducts in masonry in iron or wood & to rest on piles or abutments in masonry. All the masonry will be constructed with mortar of hydraulic lime. The road will be composed with materials of good quality, the weight of the rails will be determined by the Administration, the Company being heard it will be such that the rails can support the passage of the Rolling Stock in use upon the Railway from Madras to Beypoor.

Article 13.

The Railway will be separated from the adjoining properties by walls hedges or other enclosure to be determined by the administration upon the proposal of the Company

Article 14.

All the land necessary for the execution of the works, to the establishment of the Railway & its dependencies or, to the alteration of roads & water courses displaced will be purchased & paid for by the Granted Company who will besides bear all indemnities for damages of whatever nature which may result from their works. Nevertheless the land belonging to the State which will be necessary to the execution of the Works will be given gratuitously to the Company but on condition that the land will be actually available & not converted to any other use.

Article 15.

The scheme being of public utility the Company is invested for the execution of the Works depending upon its Concession with all the rights which the laws and regulations in force in the Colony confer upon the administration in the matter of public works which it is subject to all the obligations which devolve upon the administration from such laws & regulations.

Article 16.

The works will be executed under the control & surveillance of the Administration. This control and surveillance will only prevent the Company from departing from the terms of the present specification (Cahier des charges)

Article 17.

So soon as the Works shall be completed an inspection will be made thereof by one or more inspectors appointed by the Governor of the Colony. The Engineer in Chief of Bridges & roads will be by right of office one of the Inspectors.

Upon examination of the report of this inspection the administration will authorise the working & the receipt of the charges hereafter arranged.

Article 18.

After the completion of the works within a time to be paid by the Administration, the Company will prepare a general plan of the Railway & its dependencies & a descriptive statement of all the works executed.

This plan & statement verified by the Engineer charged with the control will be deposited among the records of the Government of the Colony.

If during the continuance of the concession of the land it becomes re annexed to the Railway & if any new works be constructed mention will be made upon the plan relating to the Government Survey & upon the descriptive statement of the Works.

Title 2nd
Maintenance and Working

Article 19.

The Railway & its dependencies will be constantly maintained in good order & so that the traffic will be easy and secure.

The expenses of maintenance & of repairs ordinary or extraordinary will be at the cost of the Company. If the Railway & its dependencies cannot maintain in good condition, the duty will devolve upon the administration. The total of the amounts made will be recovered as in the matter of Fiscal contributions.

Article 20.

The Company will be bound to establish at its own cost & wherever there will be need watchmen in sufficient number to secure the security of the traffic.

Article 21.

The locomotive engines, the passenger carriages, the waggons intended for the conveyance of merchandize & generally all the rolling Stock will be of good and solid construction.

The Company will conform, for the maintenance & the placing in working order of the Rolling Stock to the conditions of the Specification (Cahier des charges) which will be imposed on it by the English Government for the extension beyond the French Frontier of the road which is the object of the present Specification (Cahier des charges).

Article 22

The decisions of the Governor in Council will determine the necessary arrangement to ensure the Police & the working of the Railway as well as the preservation of the Works depending on it.

The execution of these regulations will be obligatory upon the Company. Moreover the Company will be bound to submit to the approval of the Administration all the regulations relating to the service & working of the Railway.

The Administration will determine the minimum & maximum speed of the passenger and goods trains

The rates of speed will not in any case be less than those of the trains of the same kind upon the Railway from Madras to Beypoor.

Article 23.

The Company will be subject in everything which concerns the maintenance & working to the control & surveillance of the administration.

This control will be exercised by the Agents of the service of Bridges & Roads at Pondichery. It will only

ensure the regulations relating to the Police working of the Railway & of all the clauses & conditions of the present "Cahier des charges".

Title 3rd
Continuance, Redemption & Forfeiture of the Concession

Article 24.

The continuance of the Concession will be 99 years commencing to run from the day of the signing of the Imperial Decree to intervene for the approbation of the Concession.

Article 25.

At the time ~~fixed~~ for the expiration of the Concession & by the fact alone of that expiration the French Government will be surrogated to all the rights of the Company in the Railway & its dependancies & will enter into enjoyment of all its receipts.

The Company will be bound to give it up in a good state of maintainance & all the portions which belong to it, the buildings of the Stations & Plassems carriage sheds, workshops & depots watch-houses & & all the unmoveable things belonging thereto such as paths fences ways changing of ways turntables reservoirs of water hydraulic cranes & &

In the 5 last years which will precede the ending of the Concession the Government will have the right to take the revenues of the Railway & of those employed in the keeping in good order of the Railway & its dependancies of the Company has not the means to fully and entirely satisfy their obligation.

The Company will be bound if the State require it to give up such part of the Rolling Stock & such personal goods in use in the Stations & workshops as it shall consider it convenient to acquire.

Article 26.

In default of the Company having completed the works within the period fixed by Article 2 all reserve made in case of "force majeure" legally constituted, in default of it having fulfilled the various obligations imposed by the present "Cahier des charges" it will incur forfeiture it will be provided only to the continuation & completion of the works as well as the execution of the other engagements entered into by the Company by means of an auction which will open at an upset price of the executed works, the materials provided & the portions of the Railway already let for working. The tenders may be less than the upset price. The new Company will be bound by the Clauses of the present "Cahier des charges" & the Company will receive the price which the new Auction shall have fixed

If the Sale by Auction produces no result a second Auction will be tried upon the same conditions after an interval of 3 months. If the second attempt remains equally without result the Company will be definitely debarred from all right & then the executed works, the materials supplied & the portions of the Railway already let out for working will belong to the State

Article 27.

If during the Concession, the working becomes interrupted the forfeiture may be equally pronounced against the Company Yet will be provided as it is said above to the re-auction of the Concession after the seizure

of the way, of all its dependences, of the rolling Stock & the moveable articles in use in the stations Stations & workshops.

In this case, the French Government will retain upon the price of the concession all the sums which may be due - especially those paid by way of subsidy to the Company.

Title 4.
Rates & Conditions relating to Carriage

Article 28.

Under the Condition expressed that it will equally fulfil all the conditions imposed by the present "Cahier des charges" the Company is authorised to receive during the continuance of the Concession the dues of toll & price of carriage arranged by the "Cahier des charges" imposed by the English Government to the Railway Company from Madras to Beypoor.

Article 29

The tariffs are all measures which can never be executed at least without a special decision of the Governor of Pondichery authorising the Company. They will be applied according to the rules and regulations imposed by the before mentioned "Cahier des charges" of the Madras & Beypoor Railway.

Article 30.

No other tariff can be received without having been submitted to the approbation of the administration & rendered capable of being executed by advice of the Governor of the Colony.

Every modification of the tariffs will be announced by placards from month to month in advance.

The collection of rates will be made indiscriminately & without favor.

Article 31.

The Company will be bound to make as well by itself as by an Agent for whom it will be responsible the portage & conveyance, to the house of the Consignees of all merchandise confided to it & that upon the entire length of the French territory comprised in a radius of 1½ miles (2413 m.) from each depot or station. The tariffs to be received will be fixed by the administration upon the proposal of the Company. They will be applied indiscriminately & without favor.

Article 32.

The Company will be responsible to third parties for all losses & damages which may result from the loss or deterioration of goods or merchandise entrusted to them, for delays which may occur in carriage in a word for all consequences of lapses or accidents which may happen by the non execution of the clauses of the present "Cahier des charges"

Title 5th
Stipulations relating to various Services

Article 33.

The Officials & Agents charged with the inspection control surveillance & the Police of the Railway & the employees in the postal service will have access in the platforms & stations & will be carried free and according to their rank by all the trains in carriages

of the Company for the execution of their duties they conforming themselves to the regulations of the internal policy of the Company.

Article 34.

Under reserve of the approbation of the English Government for the portion of the line comprised in its territory the Officials or Agents of the French administration will enjoy along the entire length of the conceded line the rights favors & privileges reserved to the English Government by the "Cahier des charges" of the Madras & Beypoor line.

The same favors & privileges will be reserved in the French territory to the English Government & to its Officials & Agents.

Under the same reserve the Colony may establish an Electric Telegraph along the line of Railways & for this purpose may attach their wires to the Telegraph posts of the Company.

Title 6th
Various Clauses

Article 35.

The French Government reserves to itself the right of granting new Concessions of Railways Roads or Canals in such direction as may be fit but for which the Company can claim some indemnity or damage in case that the new lines come to join the line which is the object of the present concession & according to the conditions expressed by Article 8 of the annexed convention. In the case of the joining to the line conceded by the present Concession the Company's Grantees will have the reciprocal power according to the arranged tariffs of running their carriages wagons & engines over the lines which have been conceded to each of them.

If the Companies cannot agree upon an amicable arrangement of the tariffs the administration will act as arbitrator.

Article 36.

All the land occupied by the Company will be liable to the same landed contribution as private property. The buildings and magazines necessary for the working of the Railway will be assimilated to the private houses of the locality.

Article 37.

The Company must make election of its domicile at Pondicherry.

Article 38.

Any dispute which shall arise between the Company & the Administration concerning the execution & of the interpretation of the clauses of the present "Cahier des charges" will be tried judicially by the Council of contested claims at Pondichery reserving an appeal to the Council of State.

The Company accepts the competency of the French Tribunals in all disputes which can arise upon French territory between itself & third parties dwelling in this Colony & especially as to that which concerns the application of Article 32 of the present "Cahier des charges".

Article 39.

It is understood that the present "Cahier des charges" is only applicable to the portion of the Railway

to be established upon the French territory according to the conditions mentioned in Article 34 concerning the rights & privileges accorded to the French & English Agents circulating through the two Countries.

Article 40.

The present "Cahier des charges" is not liable to any duty except the fixed duty of one franc.

To be annexed to the Convention passed for the execution of the Railway from Pondichery to Arcanum.

Paris 12 Aug. 1868.
Inspector General of Maritime Works.
(Signed) Chs. Collignon

Proposed for the approbation of the Minister.
Paris Aug 21. 1868
(Signed)
Approved
Paris 22 Aug: 1868
The Minister & Secretary of State of the Marine & Colonies
(Signed) Rigaud de Genouilly

(Signed) Henry Kimber

A true Copy J.M. Scott Secty
Indian Tramway Company Limited
62 Moorgate Street London
27 November 1868

VD

Memorandum

The following appertaining to the "Cahier des Charges" of the same date and signed by the same parties are also in office sealed with the "Convention" and "Cahier des Charges"

1, The plan and Sections of the proposed line from Pondichery to Villupur
2, A Schedule - "Etude des Chemin de fer Français de Pondichery à Villupur" - "tableau des paliers. Inter de rampes" -
3, do do "tableau des ouvrages d'art"
4, do do "tableau des courbes"

These are not sent - they are elaborate and would be very expensive to copy - the matter in them will also have to be reviewed by the Engineering Department of the Madras Government whenever the line is about to be constructed -

If required Copies can be obtained at any time from the Authorities at Pondichery

J.M. Scott Secretary
Indian Tramway Company Limited
62 Moorgate Street. London
27 November 1868

Convention

entre le Gouvernement français
et la Compagnie Indian Tramways.

Article 1er.

Le Ministre de la Marine et des Colonies, au nom de la Colonie de l'Inde française, concède à la Compagnie Indian Tramways, représentée par Mr. Henri Kimber, la partie comprise sur le territoire français d'un chemin de fer partant de Pondichery et se dirigeant vers Belpur pour rejoindre au là le chemin de fer de Madras à Beyppor.

Article 2.

Demeûre Mr. Henri Kimber's engagé, au nom de la Compagnie Indian Tramways qu'il représente, et sous la réserve exprimée à l'article 40 ci après, à exécuter le chemin de fer qui fait l'objet de la présente concession et à se conformer pour la construction et l'exploitation dudit chemin aux clauses et conditions du cahier des charges ci-annexé.

La ligne entiere sera construite et mise en service sauf des cas de force majeure dument constatés, dans un délai de trois années à dater du Décret Impérial qui ratifiera la

la concession à la Compagnie Indian Tramway de la portion de cette ligne à ouvrir sur le territoire français et ce aux conditions ci-après.

Art. 3.

La voie ferrée à construire sur le territoire anglais passera par ou près Belpur et par près Cindivanum; au de là de ce point, le tracé se dirigera par Cinglepett ou Vandewash suivant les convenances du Gouvernement de l'Inde, pour arriver à Conjeveram et aller de là se souder à Arconum sur la ligne de Madras à Beypoor.

Entre Pondichéry et Belpur, la Compagnie devra suivre le tracé du projet dressé par M. l'Ingénieur en chef Lamairesse, et, à cet effet, des expéditions conformes;

1° Du plan général à l'échelle de 0m,0001 pour un mètre;

2° Du profil en long à l'échelle de 0m,01 pour les hauteurs et de 0m,0001 pour les longueurs;

3° Des tableaux des pentes et rampes et des alignements droits et courbes;

4° Du profil type de la voie;

Seront remises à la Compagnie qui pourra néanmoins, sur sa demande motivée, être autorisée à apporter au projet telles modifications qu'elle jugerait utiles.

De Belpur à Arconum, la Compagnie se conformera pour les tracé, les pentes, les rampes et les rayons de courbure aux dispositions

admises sur les chemins de fer de l'Inde anglaise ou prescrites par le Gouvernement de l'Inde.

La voie sera construite de telle sorte que elle soit accessible à la totalité du matériel en service sur le chemin de Madras à Beypoor.

Art. 4.

La Compagnie se conformera, pour l'entretien et l'exploitation du chemin, aux clauses et conditions du cahier des charges qui lui sera imposé par le Gouvernement Anglais.

La vitesse des trains des voyageurs sera égale à celle des trains de même espece sur la ligne de Madras à Beypoor.

Les taxes et les conditions relatives aux transports seront celles en vigueur sur le même chemin de fer de Madras à Beypoor.

Il ne sera fait aucune distinction entre les habitants des deux pays, soit pour les prix du transport, soit pour le temps d'expédition; les transports d'un territoire vers l'autre s'effectueront dans tour de faveur et seront traités, quant au prix et au temps d'expédition, comme ceux à effectuer dans les limites respectives de chaque territoire.

Sur toute l'étendue de la ligne, le Gouvernement français jouira pour le transport des dépêches et des agents nécessaires au service

des postes, pour le transport desdits fonctionnaires et agents, de tous les droits, faveurs et immunités attribués par le cahier des charges du chemin de fer de Madras au Gouvernement Anglais

Art: 5.

En considération des engagements pris par la Compagnie, tant en ce qui concerne la construction sur le territoire français d'un chemin de fer se dirigeant de Pondichéry sur Belpeur, qu'en ce qui concerne spécialement dudit chemin sur le territoire anglais jusqu'à Arcanum la Colonie et à son défaut le Gouvernement français s'engage à payer à annuellement, et pendant 20 ans, à la Compagnie une subvention de deux cent mille francs nets.

Cette subvention sera payable à Pondichéry en un seul terme, d'année en année, le premier terme sera soldé dans le mois qui suivra la mise en exploitation de la ligne sur toute sa longueur de Pondichéry à Arcanum, et sur levé d'un procès-verbal dressé par l'Ingenieur, chef du service des Ponts et Chaussées à Pondichéry, après une reconnaissance complète des travaux et constatant que la Compagnie a satisfait à tous ses engagements vis à vis des Gouvernements anglais et français.

La Compagnie justifiera de l'exécution desdits engagements envers le Gouvernement anglais

par un certificat dressé par l'Ingénieur anglais chargé du contrôle, lequel certificat sera annexé au procès verbal de l'Ingénieur français.

Art: 6.

La Compagnie sera soumise, pour l'entretien et l'exploitation du chemin, à un contrôle et à une surveillance qui seront exercés par les agents du service des Ponts et Chaussées à Pondichéry. Le contrôle et cette surveillance auront pour but d'assurer, sauf les cas de force majeure, sur tout la longueur de la ligne subventionnée et sur les deux territoires l'exécution loyale et complète des obligations acceptées par la Compagnie aux termes de la présente convention et des conditions du cahier des charges imposé à la dite Compagnie par le Gouvernement anglais.

La subvention annuelle ne sera payée chaque année que sur leur d'un certificat de l'Ingénieur, chef du service des Ponts et Chaussées à Pondichéry, et constatant qu'pendant l'année écoulée la Compagnie a satisfait à tous ses engagements envers les Gouvernements français et anglais.

La Compagnie justifiera, comme il a été dit à l'article 5. ci-dessus, de l'exécution de ses engagements vis à vis du Gouvernement anglais.

Art: 7.

Faute par la Compagnie d'avoir terminé les travaux et mis toute la ligne en exploitation dans le délai fixé à l'article 2 ci-dessus ou d'avoir rempli toutes les obligations qui lui sont imposées par la présente convention, le paiement de la subvention sera suspendu, sans préjudice de la déchéance prévue par les articles 26 et 27 du cahier des charges.

Art: 8.

L'Administration française se réserve le droit de concéder sur son territoire et de subventionner sur le territoire anglais telles autres lignes qu'elle jugerait utiles aux intérêts du pays. A conditions égales, la Compagnie Indian Tramway aura la préférence pour toute concession partant de Pondichéry.

Art: 9.

Pour l'exécution de la présente convention la Compagnie déclare élire domicile à Pondichéry, elle déclare en outre accepter la compétence des tribunaux français en ce qui concerne l'exécution ou l'interprétation des clauses et conditions de la présente convention

Art: 10.

Il est entendu que la concession du chemin de fer sur le territoire française n est faite sous la réserve que la Compagnie obtiendra du Gouvernement anglais la concession de la partie du chemin de fer de Pondichéry à Arconum comprise sur le territoire anglais, et que à défaut par la Compagnie de rapporter soit l'adhésion formelle du Gouvernement anglais aux dispositions de la présente convention, qui peuvent intéresser les deux territoires, soit des propositions qui pourraient être agréées par les deux Gouvernements, la dite convention sera nulle et de nul effet.

Art: 11.

La présente convention ne sera passible que du droit fixe de un franc.

Article additionnel

La présente convention n'aura d'effet qu'après que l'article 5, relatif à la subvention aura été approuvé par une

loi qui sera présentée au Corps législatif dans sa plus prochaine session.

(Signé) Henry Hamber

Paris, le 22 août 1868

L'Admiral

Ministre Secrétaire d'État

au Département de la Marine

& des Colonies.

(Signé) Rigault de Genouilly.

Atue Copy W. Roberts

Secty

Indian Ramway Company Limited

62 Irongate Street London

27 Janvier 1869

Cahier des charges

de la concession, de la partie comprise sur le territoire françois, du chemin de fer à construire entre Pondichery et Arconum.

Titre 1er

Tracé et Construction

Article 1er

Le chemin de fer à concéder sur le territoire françois partira de Pondichery, passera par Villenour et se dirigera vers Belpur.

Art: 2.

Les travaux devront être commencés dans un délai de six mois et terminés dans un délai de trois années à partir de la date du Décret qui approuvera la concession.

Art: 3.

La Compagnie concessionaire se conformera dans l'exécution, au projet d'ensemble dressé par l'Ingenieur en chef Lamairesse pour la ligne à concéder et son prolongement jusqu'à Belpur

En conséquence, l'administration remettra à la Compagnie une expédition conforme des pièces composant le dit projet et comprenant, savoir.

1°. Le plan général à l'échelle de 0m,0001 pour 1 mètre

2°. Le profil en long à l'échelle de 0m,01 pour les hauteurs et 0m,0001 pour les longueurs;

3°. Les tableaux des pentes et rampes, des alignement droits ou courbes et des ouvrages d'art.

4°. Le profil type de la voie.

La Compagnie pourra néanmoins être autorisée, sur sa demande, par le Gouvernement en Conseil d'administration, à apporter à ce projet telles modifications qu'elle jugerait utiles.

Art: 4.

Les terrains seront acquis, les ouvrages d'art et les terrassements seront exécutés pour une seule voie, sauf sur les points où l'établissement de gares d'évitement sera jugé utile.

Le profil en travers du chemin de fer, tant pour la largeur de la voie et pour la largeur de l'entrevoie que pour les accotements, talus, rigoles et fossés, sera conforme à ce qui est pratiqué sur le chemin de fer de Mulhouse à Thann.

La Compagnie établira le long du chemin de fer les fossés et rigoles nécessaires à l'assainissement de la voie et à l'écoulement des eaux.

Art: 5.

Le nombre, l'étendue et l'emplacement des gares d'évitement seront déterminés par l'administration sur la proposition de la Compagnie.

De même, le nombre et l'emplacement des stations de voyageurs et des gares de marchandises seront, après une enquête, réglés par l'administration. Les plans des voies, des quais, des bâtiments des stations, des gares et de leurs abords, seront de plus soumis à l'approbation de l'administration.

Art: 6.

La Compagnie sera tenue de rétablir toutes les communications interrompues.

L'administration fixera, après enquête, et la Compagnie entendue, les routes ou chemins pour lesquels des passages à niveau pourront être établis et ceux pour lesquels des passages dessous ou dessus seront exigés. Dans ce dernier cas, l'administration réglera, sur la proposition de la Compagnie, la largeur et la hauteur des passages et les dimensions des parapets.

Art. 7.

Partout où des routes ou des chemins publics ou particuliers seront traversés à niveau, les rails seront garnis de contre-rails et ne devront présenter ni saillie ni dépression sur le sol des routes ou chemins.

Le croisement à niveau ne pourra s'effectuer sous un angle inférieur à 45°.

Chaque passage à niveau sera muni de barrières construites suivant un type approuvé par l'administration. Il y sera établi une maison de garde partout où l'administration le jugera nécessaire.

Art: 8.

Lorsqu'il y aura lieu de modifier la direction

ou le relief d'une route ou d'un chemin vicinal, le projet des travaux à exécuter sera soumis à l'approbation de l'Administration, qui pourra y prescrire telle modification qu'elle jugerait utile.

Art: 9.

La Compagnie sera tenue de rétablir et d'assurer à ses frais, pendant toute la durée de la concession, l'écoulement des eaux dont le cours serait arrêté, suspendu ou modifié par ses travaux, et de prendre les mesures nécessaires pour prévenir l'insalubrité des chambres d'infiltration.

La hauteur, le débouché et la largeur des radiers à construire à la rencontre des rivières, cours d'eau ou canaux publics ou privés, fossés d'irrigation ou autres, seront déterminés par l'Administration suivant les circonstances locales, sur la proposition de la Compagnie.

Art: 10.

A la rencontre des routes et chemins publics, il sera construit par les soins et aux frais de la Compagnie, des passages provisoires partout où il sera jugé nécessaire de maintenir la circulation pendant la durée des travaux.

Le passage ne pourra être intercepté qu'après que le service des Ponts et Chaussées aura constaté que les ouvrages provisoires sont suffisants pour assurer la circulation.

Art. 11.

L'Administration se réserve d'autoriser, avec les précautions convenables et à la Compagnie entendue, l'ouverture de nouvelles routes ou chemins et conduites d'eau ou canaux de dessèchement ou d'irrigation devant traverser ou emprunter les terrains affectés au chemin de fer ou à ses dépendances.

Art: 12.

La Compagnie n'emploiera dans l'exécution des travaux que des matériaux de bonne qualité et les mettra en œuvre selon les règles de l'art et les mettra en œuvre selon les règles de l'art

Tous les aqueducs, ponceaux, ponts et viaducs en maçonnerie, en fer ou en bois, reposant sur des piles ou culées en maçonnerie.

Toutes les maçonneries seront construites avec des mortiers de chaux hydraulique.

Les voies seront établies avec des matériaux de bonne qualité. Le poids des rails sera déterminé par l'administration, la Compagnie entendue; il sera tel que ces rails puissent supporter la circulation du matériel en service sur le chemin de fer de Madras à Beypoor.

Art: 13.

Le chemin de fer sera séparé des propriétés riveraines par des murs, haies ou toute autre clôture à déterminer par l'administration sur la proposition de la Compagnie.

Art. 14.

Tous les terrains nécessaires à l'exécution des

travaux, à l'établissement du chemin de fer et de ses dépendances ou à la déviation des chemins et cours d'eau déplacés, seront achetés et payés par la compagnie concessionnaire, qui supportera en outre toutes les indemnités pour dommages, de quelque nature qu'ils soient résultant de ces travaux.

Toutefois, les terrains appartenant à l'Etat, qui seraient nécessaires à l'exécution des travaux, pourraient être abandonnés gratuitement à la Compagnie, mais sous la condition que ces terrains seraient actuellement disponibles et sans emploi.

Art: 15.

L'entreprise étant d'utilité publique, la compagnie est investie pour l'exécution des travaux dépendant de sa concession, de tous les droits que les lois et reglements en vigueur dans la colonie confèrent à l'administration en matière de travaux publics; elle demeure en même temps soumise à toutes les obligations qui dérivent de l'administration de ces lois et réglements.

Art: 16.

Les travaux seront exécutés sous le contrôle et la surveillance de l'Administration.

Ce contrôle et cette surveillance auront pour but d'empêcher la Compagnie de s'écarter des prescriptions du présent cahier des charges

Art: 17

Aussitôt que les travaux seront terminés il sera procédé à la reconnaissance et, préalablement à la réception des travaux, par un ou plusieurs commissaires désignés par le Gouverneur de la Colonie.

L'Ingénieur, chef du service des Ponts et chaussées, sera de droit l'un de ces commissaires.

Sur le vu du procès-verbal de cette reconnaissance, l'administration autorisera la mise en exploitation et la perception des taxes ci-après déterminées.

Art: 18.

Après l'achèvement des travaux, et dans un délai qui sera fixé par l'Administration, la Compagnie fera dresser un plan général du chemin de fer et de ses dépendances et un état-descriptif de tous les ouvrages d'art exécutés.

Ce plan et cet état, vérifiés par l'Ingénieur chargé du contrôle, seront déposés aux archives du Gouvernement de la Colonie.

Si pendant la durée de la concession des terrains étaient réunis au chemin de fer et si de nouveaux ouvrages étaient construits, il en serait fait mention au plan cadastral et à l'état-descriptif des ouvrages d'art.

Titre 2e
Entretien et Exploitation

Art: 19.

Le chemin de fer et ses dépendances seront constamment entretenus en bon état, de telle sorte que la circulation y soit toujours facile et sure

Les frais d'entretien et de réparations ordinaires

ou extraordinaires seront à la charge de la Compagnie.

Si le chemin et ses dépendances n'étaient pas entretenus en bon état il y serait pourvu d'office à la diligence de l'administration.

Le montant des avances faites serait recouvré comme en matière de contributions directes.

Art: 20.

La Compagnie sera tenue d'établir à ses frais, et partout où besoin sera, des gardiens en nombre suffisant pour assurer la sécurité de la circulation.

Art. 21.

Les machines locomotives, les voitures de voyageurs, les wagons destinés au transport des marchandises et en général toutes les parties du matériel, seront de bonne et solide construction.

La Compagnie se conformera, pour l'entretien et la mise en service de ce matériel, aux conditions du cahier des charges que lui sera imposé par le Gouvernement anglais pour le prolongement au delà de la frontière français du chemin qui fait l'objet du présent cahier des charges.

Art: 22.

Des arrêtés du Gouverneur pris en Conseil d'Administration détermineront, la Compagnie entendue, les dispositions nécessaires pour assurer la police et l'exploitation du chemin de fer, ainsi que la conservation des ouvrages qui en dépendent.

L'exécution de ces réglements sera, sous les peines de droit, obligatoire pour la Compagnie.

La Compagnie sera d'ailleurs tenue de soumettre à l'approbation de l'administration tous les réglements relatifs au service et à l'exploitation du chemin de fer.

L'Administration déterminera, la Compagnie entendue, la vitesse maximum et minimum des convois de voyageurs ou de marchandises.

Ces vitesses ne pourront, dans aucun cas, être inférieures à celles des trains de même nature sur le chemin de Madras à Beypoor.

Art: 23.

La Compagnie sera soumise, partout ce qui concerne l'entretien et l'exploitation, au contrôle et à la surveillance de l'administration.

Ce contrôle sera exercé par les agents du service des ponts et chaussées à Pondichéry. Il aura pour but d'assurer l'exécution des réglements relatifs à la police et à l'exploitation du chemin de fer et de toutes les clauses et conditions du présent cahier des charges.

Titre 3.e
Durée, Rachat et Déchance de la Concession

Art: 24.

La durée de la concession sera de quatre vingt dix neuf ans qui commenceront à courir du jour de la signature du Décret Impérial à intervenir pour l'approbation de la concession.

Art: 25.

A l'époque fixée pour l'expiration de la concession et par le seul fait de cette expiration, le Gouvernement français sera subrogé à tous les droits de la Compagnie sur le chemin de fer et ses dépendances et entrera en jouissance desdits produits.

La Compagnie sera tenue de lui remettre en bon état d'entretien le chemin de fer et tous les immeubles qui en dépendent quelle qu'en soit l'origine, les bâtiments des gares et stations, les remises, abris et dépôts, les maisons de garde, &c et tous les objets immobiliers dépendant du dit chemin tels que barrières, clôtures, voies, changements de voie, plaques tournantes, réservoirs d'eau, grues hydrauliques &c &c.

Dans les cinq dernières années qui précèderont le terme de la concession, le Gouvernement aura le droit de saisir les revenus du chemin de fer et de les employer à la mise en bon état du chemin et de ses dépendances, si la Compagnie ne se mettait pas en mesure de satisfaire pleinement et entièrement à cette obligation.

La Compagnie sera tenue, si l'Etat le requiert, de céder à dire d'experts, telle partie du matériel roulant et des objets mobiliers en service dans les stations, gares et ateliers, qu'il jugerait convenable d'acquérir.

Art: 26.

Faute par la Compagnie d'avoir terminé les travaux dans le délai fixé par l'art 2, sauf la réserve faite des cas de force majeure dument constatés, faute aussi par elle d'avoir rempli les diverses obligations qui lui seront imposées par le présent cahier des charges, elle encourra la déchéance et il sera pourvu, tant à la continuation et à l'achèvement des travaux qu'à l'exécution des autres engagements contractés pour la Compagnie au moyen d'une adjudication que l'on ouvrira sur une mise à prix des ouvrages exécutés, des matériaux approvisionnés et des parties du chemin de fer déjà livrées à l'exploitation.

Les soumissions pourront être inférieures à la mise à prix.

La nouvelle Compagnie sera soumise aux clauses du présent cahier des charges, et la Compagnie évincée recevra d'elle le prix que la nouvelle adjudication aura fixé.

Si l'adjudication ne amène aucun résultat, une seconde adjudication sera tentée sur les mêmes bases, après un délai de trois mois; si cette seconde tentative reste également sans résultat, la Compagnie sera définitivement déchue de tout droit et alors les ouvrages exécutés les matériaux approvisionnés et les parties du chemin de fer déjà livrées à l'exploitation appartiendront à l'Etat.

Art: 27.

Si pendant le cours de la concession l'exploitation était interrompue, la déchéance pourrait également être prononcée contre la Compagnie et il serait pourvu comme il est dit ci-dessus, à la réadjudication de la concession après saisie effective du chemin, de toutes ses dépendances, du matériel roulant et des objets mobiliers en service dans les gares, stations et ateliers.

Dans ce cas, le Gouvernement français retiendrait sur le prix de la concession toutes les sommes qui pourraient lui être dues et notamment celles payées à titre de subvention à la Compagnie.

Titre 4e
Taxes et Conditions relatives au transport

Art: 28.

Sous la condition expresse qu'elle remplira exactement toutes les obligations qui lui sont imposées par le présent cahier des charges, la Compagnie est autorisée à percevoir pendant toute la durée de la concession les droits de péage et prix de transport déterminés par le cahier des charges imposé par le Gouvernement anglais à la Compagnie du chemin de fer de Madras à Beypoor.

Art: 29.

Ces tarifs ont un maximum qui ne pourra jamais être dépassé à moins qu'une décision spéciale du Gouvernement de Pondichéry n'y ait autorisé la Compagnie.

Ils seront appliqués selon les règles et les conditions imposés par le cahier des charges précité du chemin de fer de Madras a Beypoor.

Art: 30.

Aucun tarif ne pourra d'ailleurs être perçu sans avoir été soumis à l'approbation de l'administration rendue exécutoire par un arrêté du Gouverneur de la Colonie.

Toute modification des tarifs sera annoncée par des affiches aux moins un mois à l'avance.

La perception des taxes sera faite sans distinction et sans faveur.

Art: 31.

La Compagnie sera tenue de faire, soit par elle même

soit par un intermédiaire dont elle répondra, le factage et le camionnage au domicile des destinataires de toutes les marchandises qui lui seront confiées et ce sur toute l'étendue du territoire français compris dans un rayon de un mille et demi (2413m) autour de chaque gare ou station.

Les taxes à percevoir seront fixés par l'administration sur la proposition de la Compagnie. Ils seront appliqués indistinctement et sans faveur.

Art. 32.

La Compagnie sera responsable envers les tiers de tous les torts et dommages qui pourraient résulter de la perte ou de la détérioration des objets et marchandises qui lui seront confiés, des retards qu'elle aurait apportés dans les transports, en un mot de toutes les conséquences des pertes ou accidents qui pourraient survenir de l'inexécution des clauses du présent cahier des charges.

Titre 5
Stipulations relatives à divers services

Art: 33.

Les fonctionnaires et agents chargés de l'inspection du contrôle de la surveillance et de police du chemin de fer et les employés préposés au service des postes auront accès dans les gares et stations, et seront transportés gratuitement et alternativement, sur tous les trains dans les voitures de la Compagnie pour l'exécution de leur service et en se conformant aux réglements de police intérieure de la Compagnie.

Art: 34.

Sous la réserve de l'approbation du Gouvernement anglais, pour la partie de la ligne comprise sur son territoire, les fonctionnaires et agents de l'administration française jouiront, sur toute la longueur de la ligne concédée, des droits, faveurs et immunités réservés au Gouvernement anglais par le cahier des charges de la ligne de Madras à Beyporr.

Les mêmes faveurs et immunités seront réservées sur le territoire français au Gouvernement anglais à ses fonctionnaires et à ses agents.

Sous la même réserve la Colonie pourra établir un télégraphe électrique le long de la ligne du chemin de fer, et attacher à cet effet des fils aux poteaux du télégraphe de la Compagnie.

Titre 6e
Clauses diverses.

Art: 35.

Le Gouvernement français se réserve le droit d'accorder de nouvelles concessions de chemin de fer, routes ou canaux, et dans telle direction que ce soit; sans que la Compagnie puisse prétendre à aucune indemnité ou dédommagement alors même que les nouveaux chemins devraient s'embranchement sur la ligne qui fait l'objet de la présente concession et sous la réserve exprimée par l'article 8 de la convention ci-annexée.

Dans le cas d'embranchement sur la ligne concédé par le présent, les Compagnies concessionnaires auront la faculté réciproque, moyennant des tarifs convenus, de faire circuler leurs voitures, wagons et machines sur les chemins qui auront été concédés à chacune d'elles.

Si les Compagnies ne pouvaient s'entendre pour la fixation à l'amiable de ces tarifs, l'administration statuerait comme arbitre.

Art: 36.

Tous les terrains occupés par la Compagnie seront soumis à la contribution foncière comme des propriétés particulières.

Les bâtiments et magasins dépendant de l'exploitation du chemin de fer seront assimilés aux propriétés bâties de la localité.

Art: 37.

La Compagnie devra faire élection de domicile à Pondichéry.

Art: 38.

Les contestations qui s'élèveraient entre la Compagnie et l'administration au sujet de l'exécution et de l'interprétation des clauses du présent cahier des charges seront jugées administrativement par le Conseil du contentieux à Pondichéry, sauf recours au Conseil d'Etat.

La Compagnie accepte la compétence des tribunaux français pour toutes les contestations qui pourraient s'élever sur le territoire français entre elle et les tiers habitant de la colonie, et notamment en ce qui concerne l'application de

l'article 32 du présent cahier des charges.

Art: 39.

Il est entendu que le présent cahier des charges n'est applicable qu'à la portion du chemin de fer à établir sur le territoire français sous la réserve de ce qui est dit à l'article 34 touchant les droits et immunités accordés aux fonctionnaires et agents français ou anglais circulant sur les deux territoires.

Art: 40.

Le présent cahier des charges n'est passible que du droit fixe de une franc.

Proposé à l'approbation du Ministre.
Paris, le 21 Août 1868.
Le Directeur des Colonies.
(Signée)

A joindre à la convention passée pour l'exécution du chemin de fer de Pondichéry à Arenum.

Paris le 12 Août 1868
L'Inspecteur Général
des Travaux Maritimes
(Signée) Chas Colligon

Approuvé
Paris le 22 Août 1868
Le Ministre Secretaire d'Etat
de la Marine et des Colonies
(Signée) Rigaut de Genouilly

(Signed)— Henry Kimber
A true Copy W.P. Scott, Secy
Indian Tramway Company Limited
12 Irongate Chambers London
27 November 1868

Translation of "Convention" Signed 22nd August 1868—

Agreement Between the French Government and the Indian Tramway Company

Article 1.

The Minister of Marine and of the Colonies in the name of the French Government concedes to the Indian Tramway Company represented by Mr Henry Kimber the part comprised in the French territory of a Railway starting from Pondichery and proceeding towards Belpar thence to be connected with the Railway from Madras to Beypoor.

Article 2.

On his side Mr Henry Kimber engages on behalf of the Indian Tramway Company which he represents and under the reservations contained in Article 10 hereafter mentioned to construct the Railway which is the object of the present concession and to conform in the construction and making of the said Road, to the clauses and stipulations of the annexed conditions (cahier des charges) the annexed conditions (cahier des charges)

The entire line will be constructed and put in working order (excepting in the case of force majeure) duly proved within the period of 3 years from the date of the Imperial Decree which will ratify the concession to the Indian Tramway Company of that portion of this line opened through the French territory and according to the conditions hereafter stated

Article 3.

The Iron way Road, to be constructed through the English territory will pass through or near Belper and, through or near Tindivanum where the line will proceed through Cinglepett or Maudanaik according to the convenience of the Indian Government — to reach Conjeveram and, to unite at Arconum with the line from Madras, to Beypoor between Pondichery and Belper the Company shall follow the trace or outline of the project as marked out by M. Lamairesse Engineer in Chief and with this view plans shewing

1st The General Plan, to the scale of 0m.0001 to a metre

2nd The longitudinal section to the scale of 0m.01 for the altitudes and of 0m.0001 for the lengths

3rd The drawings of the gradients and of the straight and curved lines.

4th The Cross Section (types) of the Road or way.

Will be delivered to the Company who will nevertheless be authorised on its reasonable request to bring to the project such modifications as shall be deemed useful

From Belper to Arconum the Company will conform for the outline, the slopes, the inclines and the radius of the curves to the arrangements admitted in the Anglo Indian Railways or prescribed by the Government of India

The line will be constructed in such a way as to be accessible to the entirety of the Rolling Stock in use upon the Road from Madras to Beypoor.

Article 11.

The Company will conform itself for the working and keeping in repair of the Railway to the Clauses and stipulations of the Conditions which will be imposed by the English Government.

The speed of the Passenger trains will be the same as that of the trains of the same kind upon the line from Madras to Beypoor.

The charges and the conditions relating to conveyance will be those in force upon the same Railway from Madras to Beypoor.

There will not be any distinction made between the two Countries either for the price of travelling or time of transit. The transits from one territory to the other will be made without any turn of favor and shall be treated as well as to rates as to time of transit like those effected in the respective limits of each Country. Along the entire length of the line the French Government will enjoy for the conveyance of mails, despatches, and of the necessary Agents for the Postal service, for the conveyance of its functionaries and Agents All the rights privileges and immunities given by the conditions of the Madras Railway to the English Government.

Article 5

In consideration of the engagements undertaken by the Company as well for the construction of a Railway through the French Territory in the direction from Pondicherry to Belper as for the extension of this Railway through the English Territory as far as Arconum the Colony and upon its demand the French Government engages to pay annually for 21 years to the Company a subsidy

of 200,000 francs.

This subsidy will be payable in Pondicherry in a single payment annually the first payment will be made in the month following the putting into working order for the entire length from Pondicherry to Arconum and upon production of a Report prepared by the Engineer in Chief of Bridges and Roads at Pondicherry after a complete inspection of the works and upon ascertaining that the Company has performed all its engagements towards the French and English Governments.

The Company will be entitled to prove the execution of its engagements towards the English Government by a Certificate from the English Engineer intrusted with the control and which certificate will be annexed to the Report of the French Engineer.

Article 6.

The Company will for the maintenance and working of the Railway be placed under control and surveillance which will be exercised by the Officers of the Service of Bridges and Roads at Pondicherry. This control and surveillance will have for its object the insuring (except in case of force majeure) throughout the entire length of the line subsidised and through the two Countries the entire and complete execution of the obligations undertaken by the Company according to the terms of the present arrangement and the conditions du cahier des charges imposed on the said Company by the English Government.

The annual subsidy will not be payable each year except upon the production of a Certificate

of the Chief Engineer of the service of Bridges and Roads at Pondicherry and upon ascertainment that during the current year the Company has fulfilled all its engagements towards the French and English Governments. The Company will prove in manner provided by Article 5 before mentioned the execution of its engagements towards the English Government.

Article 7.

Failing the Company completing the Works and placing the entire Line in working order within the time fixed by Article 2 above mentioned or fulfilling all the obligations which have been imposed by the present Agreement the payment of the subsidy will be suspended without prejudice to the forfeiture provided by the Articles 26 and 27 of the Specification (Cahier des Charges).

Article 8.

The French Administration reserve to itself the power of granting through its territory and of subsidising through the English Territory such other lines as it shall consider useful to the interests of the Country. Upon equal conditions the Indian Tramway Company will have the preference for any concession starting from Pondicherry.

Article 9.

For the execution of the present Agreement the Company declares to elect its domicile at Pondicherry it declares besides that it accepts the competency of the French Tribunals as to that which concerns the execution or the interpretation of the clauses and conditions of the present agreement.

Article 10.

It is understood that the concession of the Railway

through the French Territory is made under the reservation, that the Company will obtain from the English Government the Concession of that part of the Railway from Pondicherry to Areonum comprised in English Territory and that in default of the Company obtaining either the formal adhesion of the English Government to the conditions of the present agreement which may affect both Countries or to propositions which may be agreed upon by the two Governments the said Agreement shall be void and of no effect.-

Article 11.

The present Agreement shall not be liable to any duty but the fixed sum of one franc.

the 9th July 1868.

Additional Article

This present Convention will not have effect until after Article 5 relative to the subsidy shall have been approved by an Act which will be presented to the Corps Legislatif in the next approaching Session.

Paris the 22nd Aug.t 1868

(Signed) Henry Kimber
L'Admiral
Minister Secretary of State
of the Department of
Marine and the Colonies
(Signed) Rigaut-de-Genouilly

A true copy W.H.Booth
Secy
Indian Ramway Company Limited
62 Moorgate Street London
27 November 1868.

Received 11th January 1869

Indian Tramway Company, Limited,
62. Moorgate Stat, London, E.C.

Copy

Railway Department — Consulting Engineers Office

No. 206.

From
Lieut. Colonel J.C. Anderson R.E.
Consulting Engineer for Railways

To
The Agents and Secretaries Indian Tramway Company

Gentlemen,

In reply to your letter No. 63 dated 10th April 1867, on the subject of the extension of the Tramway to the Southwards, I have the honor to communicate the following Order of Government.

"The question of extending the Railway communication Southwards from Areonum through the districts of Madras and South Arcot, is one which, in the opinion of Government, should be determined solely with a view to local interests and the wel-fare of Her Majesty's territories. Although the present condition of that part of the Presidency is not such as would warrant the large outlay which the construction of a first class line of Railway would entail, the Government consider that the extension of the line of light Tramway which now unites Areonum with Conjeveram might advantageously be undertaken and they will accordingly be prepared to support any proposals for the extension of that line, upon its present scale, from Conjeveram to Cuddalore passing by Wandawash, Tindevanum and Vicravandy; but as the creation of such a line of communication does not seem to be essential either to the local interests of the Country lying to the North of the Great Southern of India Railway or to the more opulent Southern districts beyond, the Government cannot at present advocate its extension beyond Cuddalore. They would leave it to the French Government to negociate with the Tramway Company for a junction from Pondicherry upon any terms which may appear expedient to both parties.

I have the honor to be &c
(signed) J.C. Anderson Lt.Col: R.E.
Consulting Engineer for Railways

Madras
15 May 1867.

A true copy W.H.Booth Secy

Received 11th January 1869

INDIAN TRAMWAY COMPANY, LIMITED.

LONDON; *March 28th*, 1867.

To the

RIGHT HONORABLE SIR STAFFORD NORTHCOTE, BART., M.P.,
Secretary of State for India in Council, &c.

RIGHT HONORABLE SIR,

1.—I have the honour, by desire of the Directors of the Indian Tramway Company, Limited, to address you, in accordance with the understanding come to at the late interview, upon the subject of the further extension of light Railways in India by this Company, under conditions and upon terms of guarantee similar to those conceded to the Indian Branch Company.

2.—The Directors assume that as, not only can no valid reason be shown for dealing differently with the two Companies, but that there are very strong grounds upon which this Company might claim more favorable consideration, the Right Honorable the Secretary of State for India in Council will not withhold that assistance which is now admitted to be essential for raising the capital, and which the Directors have been repeatedly assured could not be more favorable than was granted to the Branch Company.

3.—The Directors, while recognising the necessity for great caution being exercised in extending these guarantees, feel convinced that the soundest economy, and most beneficial results, both to the Government and the country, will be obtained by the application of large and comprehensive views to the whole question,—a conviction based on and confirmed by the results of the working of the two principal main lines of India, one of which, the East Indian,

has received during the last three weeks £54,000, £60,000, and £56,000 respectively.

4.—The Directors, in compliance with the suggestion approved of at the interview, have given their full and earnest attention to the selection, from among the many lines proposed, of one which should combine, as far as possible, the greatest recommendation to the Government as being of moderate length and easy construction, and therefore involving only a very moderate outlay and correspondingly limited amount of guarantee:—to the Shareholders as affording from the ascertained data of traffic and cost a reasonable certainty of a profit in excess of the guarantee;—and to the public as affording those improved means of communication which, from the absence of river transport, may appear to be especially required.

5.—The Directors, after careful comparison of all the lines, have come to the conclusion, upon the grounds elsewhere referred to, that the line which complies most fully with all these conditions, and which they can most strongly recommend to the favorable consideration of the Secretary of State, is the extension from Conjeveram to Belper, with a branch to Pondicherry, in the direction shown in the accompanying map.

Enclosure 1.—Map of Line.

6.—The grounds of this selection are—

The moderate cost, not exceeding £7000 per mile, including rolling stock and all charges.

The large amount of traffic already existing, as shown in the statistical documents, from which the extracts referred to in the margin are made.

" 2.—Engineer's Estimate of Cost of Line.

Traffic Data.

" 3.—Notes on Traffic.

" 4.—Mr. Dartnell's Estimates.

" 5.—Mr. Holloway's Reports.

The repeated application of the Pondicherry Government for a line to connect that town with the Railway system of India, either by Tripatoor or Conjeveram.

Enclosure 6.—Recommendation by Madras Government of the Line proposed.

The favorable opinion of the Madras Government.

The fact that all the northern lines connecting Calcutta, Delhi, the North-west Provinces, the Punjab, and Madras, converge at Arconum, and that, by its construction southward, an enormous tract of country is brought into communication with the general system.

The utilization of the £100,000 expended on existing line of Railway from Arconum to Conjeveram, which at a small cost will be widened to the 5: 6 standard gauge.

" 7.—Memorandum on collateral advantages to Government.

The probability of the profits exceeding the guarantee at an earlier period than most of the other lines, and the collateral advantages to Government.

The certainty of the early completion of the work, and receipt of large revenue.

The reasonable expectation of the people in the Madras Presidency that their interests should not be overlooked, when the benefits of Railway communication are being bestowed so liberally elsewhere.

8.—Madras Railway Agent's recommendation of Line.

7.—The objections raised to the Tripatoor line, that it might compete with and prejudice the interests of the Madras Railway, cannot possibly apply in the remotest degree to the line by Conjeveram, which has been approved of by the Madras Government and by the agent of the Madras Railway Company. The engineer's report upon the subject will be admitted as conclusive on this point.

" 9.—Extract Engineer's Report.

8.—The Directors now submit the request to be permitted to proceed with the direct line from Conjeveram to Belper,

with a branch to Pondicherry (a total distance of about 110 miles, which they believe will not exceed a cost of £770,000, or say £800,000, and involving a guarantee of £40,000 per annum), upon the same terms as have been conceded to the Branch Railway Company. It was with a view to this extension of the present line that the Board engaged in its construction, which they did not suppose could stop at 19 miles. If it had been so intended, it is certain that the Company would never have undertaken it.

9.—The Directors earnestly request the early and favorable consideration of the subject, as, from the time which has elapsed, the expenses which have been incurred, and the thus far unsatisfactory result of the negotiations with the Government at home and abroad, the Directors feel that it is the only equitable and reasonable solution of the great difficulty in which they feel themselves placed in regard to the Shareholders, who have laid out £100,000 in their endeavour to provide the much needed light Railways for India.

I have the honour to be,

Right Honorable Sir,

Your obedient Servant,

MACDONALD STEPHENSON,
Chairman.

A true copy

Enclosure 2.

Extract Report of Messrs. Sir Charles Fox and George Berkley, Esq., 12th June, 1866, on the probable Cost of the Line to Belper and Pondicherry.

"We have given the subject of your communication our fullest and most attentive consideration; and having before us the information transmitted by the Resident Engineer, Mr. Holloway, who has personally examined the Line from Pondicherry to Arconum, and derived from other reliable sources, we are enabled to advise you with confidence upon the point referred to therein.

"We are of opinion that the Railway referred to therein, constructed as a single line of 5′ 6″ gauge, with sidings and passing places at about five-mile intervals, with all necessary earthwork, fencing, culverts, drains, bridges and waterways, permanent way and ballast stations (not less than eighteen), repairing shops and tools, telegraph and signals, with an ample supply of rolling stock, including every expense (with the exception of interest on capital during construction), and assuming a small sum to cover the charges of the home establishment, will cost the sum of £7000 per mile.

"This estimate is for a railway capable of taking any of the rolling stock of the Indian railways, with the single exception of the locomotives, at the same speed as on the Indian railways generally. The locomotives would be specially constructed for this traffic, and would have no greater weight on any pair of wheels than 6 (six) tons."

Enclosure 3.

Notes on Traffic upon Arconum and Pondicherry Line, by the Secretary.

Estimated traffic and returns:

Goods, as per Pondicherry Pamphlet, fo. 33, 57,898 tons annually.

Passengers, as per Government Papers, Captain O'Connell's Report to Sir C. Trevelyan, 400,000 annually.

Calculation :

Goods, 57,980 tons, 110 miles at 16 pie per mile per ton (Madras Railway, and Tramway third class or medium rate) per annum	Rs. 530,731
Passengers, 400,000, 110 miles at 4 pie per mile (lowest rate, Tramway third-class) per annum	Rs. 916,630
Yearly gross earnings	Rs. 1,417,361
Deduct 45 per cent. for working expenses	Rs. 651,312
Leaving Net earnings yearly	Rs. 796,049
Or say £79,604 18s. net earnings on £800,000 outlay, representing £9 17s. 6d. per cent. per annum.	

Enclosure 4.

Mr. Dartnall, the Acting Traffic Manager of the Madras Railway, who had for some time given much attention to the question of feeders to the Madras Railway, in October, 1865, writes that he computed the nett profits, at the lowest estimate, upon an outlay of £700,000 on the Pondicherry Line, at 8½, 11½, and 13½ per cent. for the three first years respectively, assuming the working expenses at 45 per cent. of the revenue.

Enclosure 5.

Mr. Holloway, the Engineer of the Company, states—

"I am of opinion this line would pay well, as very few would think of coasting up and down between Cuddalore, Pondicherry, and Madras; we should also pass through many important towns and places of trade.

"There seems to be only one opinion on the subject here. The printed Government correspondence I sent last mail to the engineers, and what I now enclose, will prove to you that we should have one of the best paying lines in India: it would do all the coasting trade, both for goods and passengers, between Madras, Pondicherry, and Cuddalore. We may be sure that neither goods nor passengers would be taken through the surf twice, while they could be conveyed up or down in seven hours.

"The traffic, according to official returns published in

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Pondicherry (see the pamphlet enclosed), already exceeds yearly, 57,000 tons.

"Captain O'Connell, Consulting-Engineer of Government Railways, admits, in his reports of Sir Charles Trevelyan's proposed railways, 400,000 passengers per mile, per year, on the projected line.

"There is no doubt that a great deal if not all the work that is now being done by the coasting steamers from Pondicherry will fall into our hands, besides the great advantage we have of a long line.

"Resuming the remarks I have made, I think the whole of the proposed line from Conjeveram to Pondicherry passes through a country well peopled, and a considerable number of villages close to the road. I remarked at Chingleput, Tindevanum, and Vigopooram, large quantities of country carts resting for the night. I should say that at Tindevanum there must have been several hundreds; there was also a large quantity at Chingleput. I observed, also, coming along the road, considerable numbers of carts and passengers, which led me to suppose that the average daily traffic must be very great. I was also told by a native official, whom I met casually on the road, that the people of the country were looking forward to a railway with the greatest impatience, as they perceived the facilities it gave to commerce in those parts of the Madras Presidency where the railway is already laid."

Mr. Norfor, the Consular Agent at Pondicherry, enumerates the weights of the principal articles brought in and out of Pondicherry in carts exceed 37,990 tons yearly, and shows that the transport now costs £712 per mile for this quantity.

He also furnishes the weights of the principal articles carried by carts in South Arcot, which amounts to 399,900 tons for the year.

Enclosure 6.

In the Proceedings of the Madras Government, dated 25th September, 1866, No. 375, the Government state that—

"They have already (25th February, *1864, No. 562)* expressed their opinion of the great advantages which an extension of the Tramway from Arconum to Conjeveram onwards to

Pondicherry would confer on the country, and they will at once forward for the favorable consideration of the Home Government the application which is now made by the Tramway Company, through their agents at Madras, for permission to construct that extension under a guarantee."

Enclosure 7.

Memorandum of Collateral Advantages to Government, by G. Norton, Esq.

Terms asked of Government.

Five per cent. per annum to be guaranteed on say £800,000, being at the calculated cost of £7000 per mile for 110 miles.

This 5 per cent. per annum would amount to £40,000. In reduction of this sum must be considered the certain revenue of the line, and the following special advantages to the Government:

	£	s.	d.
1st. The carrying of Government mails gratis, and troops and military stores at two-third fares, worth			
2nd. Cost saved of making a road in part, and wholly of repairing and maintaining a common road			
3rd. The certain increased profits on the main lines from the traffic brought by feeders			

Collateral advantages:

1st. The probability of all payments by Government ceasing soon after the opening.

2nd. Certainty of repayment to Government of guaranteed interest, from profits above 5 per cent.

3rd. Increase to revenues from duties and customs.

4th. General benefit to public from cheaper transit and increase of trade.

5th. Mitigation of famines.

Enclosure 8.

Mr. Elwin, *Agent and Manager of the Madras Railway Company, in his Official Reports, No. 231, 21st March, 1864,* states that, "in the opinion of the officers of this Company, the carrying out of the first or second scheme (viz., by way of Tripatoor) would be prejudicial to the interests of the Madras Railway, but that a branch connecting Pondicherry *viâ* Tindevanum with Conjeveram would doubtless act as a feeder."

No. 545.—The following is the Government Order thereon, 19th April, 1864, No. 1114:

Ordered, that the foregoing letter and its enclosure be communicated, through the Collector of South Arcot, to the President of the Committee formed at Pondicherry to consider the feasibility of connecting that settlement with the Madras and South-West Railway by a line of light rails. The Committee will observe that the Madras Railway Company oppose the construction of any other junction line than that from Pondicherry to Conjeveram, and that it will probably be advisable to confine the investigations about to be undertaken to this line.

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

Mr. Reade, Collector and Special Agent of South Arcot, officially informs the Government that "the railway will confer a boon on the inhabitants of those parts of my district, the extent of which it would be difficult to estimate, and the benefit and gain to the State must necessarily be, in all respects, corresponding."

Enclosure 9.

The Company's Engineers, Sir Charles Fox and Mr. George Berkeley, state, in their report upon the value to the Madras Railway of the proposed line, that, "whereas the Tripatoor line would probably be prejudicial, the line by Conjeveram cannot fail to bring a very large amount of traffic over the Madras Railway, which it could not otherwise possibly

obtain. The line, although not much exceeding 100 miles, will open up the trade of a vast tract of country, of over 12,000 square miles, which is far too distant from the Madras Line to either benefit the trade by the railway or to benefit the railway by the trade, as there is an average of from 100 to 120 miles between the coast and the Madras Railway, with a considerable trade now carried coastwise by steamers, which would all come over the Conjeveram Line, and over 42 miles of the Madras Line."

A True Copy W B Scott
Secy

S 0° 43

S 0° 44

Extract.

The Board are informed, that the answer from the Govt of India mentioned in the Secretary of States reply to the Board dated 30th Octr 68 (copy of which was sent to you 6th Novr 1868) has not yet been received and they are led to believe that the above papers might effect a favorable influence upon that answer as far as relates to the extension of Branch to Ponneyderry, if they could quickly be brought under the consideration of the Supreme Govt through the Govt of Madras.

The Board consider it would be well if you could point out in laying these papers before the proper authorities that while the Statistics attached to the printed letter of 28th March, present an expected Dividend of £2.17.6 per annm that the Branch Subsidy of 5000 £ per annm also represents additional 1% per annm upon the estimate of £ 500,000 for the whole line making a total expectancy of £ 10.7.6 against the premium of 5% per annm

True copy
Secretary & Agents

Indian Tramways & Lands Dept
Madras 11th January 1869.

No 282

Major J.M.M.S. Stewart RE.
Consulting Engineer for Railways
Madras

Sir

We have the honor to forward the documents marginally noted for submission to Government

2 We enclose extract from a letter received from the Secretary to the Home Board, and we trust the Government will think fit to forward the views of the Board, by recommending an early sanction to the extension of the Line to Cuddalore

We have the honor to be
Sir
Your most obedient Servants

Secretaries & Agents

1 Printed Copy of Chairman's letter
to the Secretary to the Home Board
dated 28th December 1868
2 Do. of the Engineer's Report
Cashier's Charges

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Public Works Department.

No 529

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 17th July 1869

Read the following

From the Con: Engineer
for Railways (Here enter No. 19 dated 15 Jan/69.)

Ordered that these papers
be forwarded to the Govt.
of India.

To
The Cons: Engrs Railways
Dis/dt 22/2/69

R. No 529

To The Secretary to the
Govt of India -

Sir,

In continuation of my letter of the 19th Sept. 1868, No 2968, I am directed to forward herewith a letter from the Consulting Engineer for Railways, submitting, at the instance of

The Secretaries & Agents.
INDIAN TRAMWAY COMPANY,
(Limited.)
MADRAS.

The Consulting Engineer
for Railways.

Dated Madras 1 1869.
Rec.

No 2968
R.R. 19/8/69

Forwarded to Govt. of India
Public Works Dept.
Letter No 529 dated 17th July 1869.

of the Agents of the Cudiam Tramway Company. Copies of certain papers relating to a Convention which has been entered into by that Company with the French Govt: for the Construction of a line of Railway to connect the Town of Pondicherry with the Railway System in this Presidency.

It will be observed that the proposal of the Company provides for altering the narrow gauge on which the present line from Arconum to Conjeeveram has been constructed to the Cudiam Gauge of 5'/2 feet, and for extending the line to Belpet with a branch to

to Pondicherry, a total distance of about 130 miles. The Directors of the Company it would appear look to the British Govt: for a guarantee upon the estimated outlay of £800,000 on the whole line including the branch to Pondicherry, and propose that the subsidy of £8000 from the French Govt: should form simply an addition to the traffic earnings.

Having already fully reported the views which this Govt: entertain of the extension of the Company's line in a Southerly direction to Cuddalore, it seems now only necessary to invite attention to Paras 3 to 5 of Major Shaw Stewart's letter. The primary object which

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which the Directors of the Company appear to have in view in their proposal, is to bring the town of Poudicherry into connection with their line; but, though fully alive to the advantages of the proposed extension in whatever direction it may be terminated, this Govt. are of opinion that it should be carried to Cuddalore, and that if a Branch to Poudicherry is to be added, the French Govt. should be left to negociate with the Company for its construction. Considering however the character of the country through which the extension will pass, His Excellency in Council is not prepared to recommend any departure from the present narrow gauge on which the line from Arconum to Conjeeveram has been laid.

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Rec 195

Govt. of {1869} Madras.

PUBLIC WORKS.

To The Consulting Engr.
for Railways

Further Rec[t] 910 Dec[r] 3-71

Dated

Read 4

G. O. 175 July 1869, No 529 & 530

Nos. 671-674 & 675

Indian Tramway Co[y] Letter for the Consulting Engr. relative to a convention entered into by the Tramway Co[y] with the French Govt for constructing a line of Rly to connect Pondicherry with the Rly system of the Madras Presidency, forwarded by Govt of India with the opinion of the Madras Govt thereon.

Indian Tramway Co[y] Letter forwarding orders on the above from the Govt of India forwarding copies of certain papers relative to a convention which has been entered into by the Indian Tramway Co[y] with the French Govt for the construction of a line of Rly to connect the town of Pondicherry with the Rly system of the Madras Presidency