M.R.O. 1—10,006—28-2-50.

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE

Government of Madras

Public works DEPARTMENT

G.O. No. 1402-63 Press
~~B.P. No.~~ ~~Mis.~~
5566 57

Dated 4-6-1874 ~~195~~ .

Not to be folded or roughly handled

Railway Department Consulting Engineer's office

IL

No. 222

From

Lieut-Col. J. H. M. Shaw Stewart R.E.
Consulting Engineer for Railways

To

Colonel G. W. Walker R.E.
Secretary to Government
Public Works Department
Fort Saint George.

Sir,

I have the honour to submit, for the Orders of the Government of India, certain correspondence* which has passed between this office and the Madras Railway Authorities in regard to the terms upon which land should be provided for

* No Agent No 196 of 24 February 1874 With enclosures
—"— do No 889 of 24 Septr —"—
—"— do No 890 of 25 do —"—
From do No 204 of 18 inst —"—
—"— do No 18 of 9 Jany 1874 with enclosures
—"— do do 77 of 23 do —"—
—"— do No 200 of 9 March —"— do —"—

for the use of the Company.

The questions which led to the correspondence are in connection with certain lands taken up at the Bangalore and Arcotum Stations, and at the Muggey bridge.

2. In my letter No 537 dated 4th October 1872, I explained to Government that dwelling-houses for engine-drivers and other employés of the Madras Railway Company had been built at Bangalore upon ground originally taken up under class A for station purposes, and I requested that

printed in G.O. No 1667 d/12 Nov. 1872

that the Government of India might be moved to give a decision as to the proper classification of the surplus lands thus taken up within the station compound. The reply thereto not being sufficiently clear I addressed Government again on the subject, vide paragraphs 4 and 5 of my letters No 99 dated 13th February 1873; and in letter No 489 Ry. R. dated 21st March 1873, His Excellency the Governor General in Council laid down definitely what buildings should, and what should not, be erected

G.O. No 354 3 Febry. 1873

G.O. No 654 17 Mch. 1873

G.O. No 1068 7 Apl. 1873

* The duties of drivers firemen, guards, mechanics and other similar persons do not require that they should live on the line, and the lands on which any houses that may have been built for them should be classed C

erected on land taken up under class A.

3. On receipt of these instructions I asked the Agent to arrange for the transfer to class C of all lands taken up under class A for the Bangalore station, and upon which the following houses have been built, viz,

Guards' bungalows.
—do— barracks.
Workmens' houses.
Engine-drivers' bungalows.
Permanent way Inspectors' bungalows.
Porters' lines and
Apothecary's quarters.

Wicks

4. With reference to this Mr. Elwin requested that the matter might stand over — until he had the views of his Directors upon the subject. Subsequently, on the 9th January 1874, Mr. Elwin wrote that he had received a letter from his Board in which he was desired not to make the transfer of lands from class A to class C as requested by me until he received further instructions from London; and, in letter No 77 — dated 23d idem, the Agent — forwarded the enclosed copy of a letter

letter received from the Secretary in which the views of the Board are expressed.

No 523
19 Dec. 1873.

5. It will be seen that the Board refer to the rules in operation on the East Indian Railway in regard to payment of rent for lands, a copy of which was forwarded by the Government of India with their letter No 31 G. R. dated 4 January 1873.

G.G. No 354
3 Feby. 1873.

The Agent is told that he should be guided by those rules; but, under the conflicting interpretations put upon

upon the term "conveniences" under the contract, there will always be a misunderstanding between the Government and Railway Authorities in regard to the classification of land for the erection of buildings for engineers, drivers, and other employés.

The Board are of opinion that "all land which "is required for the erection of "buildings or works of any kind "which in the opinion of Govern- "ment are necessary or expedient "whether for temporary or permanent

"permanent use should be made
"over to the Company and
"possession given. The land
"required for temporary purposes
"being restored and that per-
"manently required being
"secured to the Company for
"99 years but without the pay-
"ment of rent in either case."
Further on the Board state
that "if it were to happen
"that the Company's officers were
"to press for the construction of
"buildings not in the opinion
"of Government "necessary" or
""expedient" for the convenience of
the

"the undertaking, such for
"instance as detached station-
"masters houses, dwelling for
"guards, porters, or workmen,
"other than those required to
"line near the line, it would be
"quite right that the latter
"should stipulate to receive the
"rent for the land, or make
"any other bargain, as a
"condition precedent to giving
"their sanction, but such con-
"dition could not under the
"contract applied to buildings
"erected bona fide for the
"convenience of the public service,
and

"and the sanction ought to be
"given or refused before the —
"buildings are erected."

6. The Government of India have clearly laid down in their letter No 489 Y R — dated 21st March 1873, that the duties of drivers, firemen, guards, mechanics, and other similar — persons do not require that they should live on the line, and that the lands therefore on which any houses may have been built for them should come under class C.

7. I request that the Government

Government of India may be moved to give this matter their early consideration, and, if — necessary, in communication with the Secretary of State to have it finally settled.

8 The circumstances connected with the case at the Arconum station are similar to those detailed above; the — bungalow in which the — Telegraph Engineer lives having been built within the limits of the station compound. The duties of a Telegraph Engineer not being such as to require —

that

that he should live on the line, the Agent was requested to transfer the land so taken up to class C and to remit the rent due. It will be observed from Mr. Elwin's reply that, as the ground on which the Telegraph Engineer's bungalow stands is included in the limits of the land at Aconum made over to the Company under class A, the Company are not in his opinion liable for the rent claimed.

No. 204
18th Feb 1874

9. The third point raised

raised is with reference to land applied for by the Madras Railway Company under class B at the Muggy, for the purpose of erecting store sheds and workmen's huts during the construction of the bridge over that river. I pointed out to the Agent that the temporary store sheds and workmen's huts, being <u>conveniences</u> requisite for the construction of the bridge, should in my opinion occupy land taken up under class C. I quoted Government of India's letter No 852 dated 21st January 1859.

1859 paragraph 7

"As a Railway
"Company is bound to pay
"for the construction of all
"works out of Capital
"receiving only from Govern-
"ment without charge the
"land on which the work
"stands the provision of all
"materials and the
"conveniences requisite for
"the execution of all works
"are to be at the cost of the
"Railway Company."

10. The Agent referred the matter for the consideration of the

the Board, and with his letter No 200 dated 9th March 1874, forwarded an extract from a communication received from them on the subject. The Board observe that under the terms of the contract the Company is entitled to be provided, without payment of rent, with the land required for the temporary store shed and for workmen's huts on account of the construction of the Muggry bridge. They reiterate the opinion expressed in their letter No 523, that, by the words of the contract, the Government are bound to provide

land

"land required for all works and
"conveniences, as well with reference
"to the construction and working
"of the line as with reference to
"the permanent maintenance
"thereof", and that there is no
stipulation in any part of the
contract of any payment for
land, which therefore ought not
to be required.

11. With reference to
the Government of India letter
No 852 of the 21st January 1859,
the Board are of opinion that
in the clause defining class B
lands

lands, the words quoted in the
margin confirm
the view taken by
them regarding the
classification of the land applied
for at the Nuggry river. They
state that, if the latter part of the
quoted clause had been and
their despatch to the works, "it
"might have been argued that it
"was implied that the storage
"would be at a distance; but as
"the alternative 'or' is used, it
"appears to be quite certain that
"the definition includes storage
"on the site as well as at a
distance

x "Such is land xxxx for storage
"of materials held in stock by
"the Railway Company, pending
"the construction of the line, or
"their despatch to the works"

"distance," together with the land
"sufficient to form a road for
"despatch to the works where
"required".

12. It seems to me that the clause in question does not warrant the construction placed on it by the Directors of the Madras Railway Company. In the case in question the bridge is now under construction, and the land applied for could not therefore be used for storage of materials "pending its construction". The words "held in stock" appear to limit the use of class B land for the storage of materials to a period prior to the issue of the materials for a work in progress. After materials have been issued to a work, the land on which they are stored should, in my opinion, come under the head of "land "required for the provision or "preparation of materials", and should therefore be taken up under class C.

13. I beg that the Government of India may be moved to give their decision upon this point also: and I request

request that I may be furnished with a copy of the Secretary of State's letter No 25 of the 30th November 1858, quoted in the Government of India letter No 852, dated the 21st January 1859.

I have the honour to be
Sir
Your most obdt. Servt.
Mauthwood Lt Col RE
Govt. Engineer for Railways

Madras
10 April
1874
Q. Book

Mr. Mahipat. Dept.
Railway Offs 2175

From
The Govt Engineer
for Railways
To
The Secretaries & Engrs
P.W. Depart
Fort St George

Date 10th April 1874
Recd 13th " "
No 222.

Requesting that
departure orders may
be issued as to which
buildings are to be
broken over also A
road which may be
used by
the Railway Coy
G.O. No: 1462 4-6-74.

SP 13
21

No. 204

MADRAS RAILWAY.

AGENT AND MANAGER'S OFFICE.

Madras, 18th March 1873.

From

R. D. Clerin Esqre
Agent and Manager of the M. R. Co.

To

Lt Col. J. Hall. Shaw Stewart, R.E.
Consulting Engineer for Railways.

Sir,

With reference to your letter No 196 of the 24th ultimo, I have the honour to inform you that the ground on which the Telegraph Engineer's Bungalow stands is included in the limits of the land at Arconum made over to the Company under Class A. so that we are not liable for the rent claimed.

2. The Chief Engineer informs me that he is having a tracing made of the Railway lands at Arconum shewing the position of the Telegraph Engineer's Bungalow, and this I will forward to you as early as possible.

No 168-
7 March
1873.

I have the honour to be
Sir
Your most Obedient Servt.
W. D. Clerin
Agent & Manager

Railway Dept — Cons Engineers Office

S P 114 / 201

No 889

To

The Agent and Manager

Madras Railway Co.

Sir,

Referring to my letter No 859 dated 7th October 1873, I have the honour to forward copy of the Order of Government No 1068 dated 7th April 1873, and to request that you will be so good as to arrange at once for the transfer to class C of all lands taken up under class A for the Bangalore station and upon which the following houses have been built as shown in the tracing sent with your letter No 665 dated

P.T.

To

The Consulting Engineer

for Railways.

Dated 11th March 1873.

Recd. 19 Do.

No. 204

Stating that the ground on which the Telegraph Engineer's Bungalow stands is included in the limits of the land at Arcommu made over to the Company under class A so that the Company are not liable to the rent claimed.

P.W. 2175/74 / 2

Pg. 94th June/74

In. B.M. 55

1st September 1873.

Guards bungalows
Do. barracks
Workmen's houses
Engine drivers bungalow
Workmen's houses
P. W. Inspectors bungalow
Porters Lines
Apothecary's Quarters

In regard to the bungalows for the station master and his assistant I shall be glad to know whether in your opinion their duties are such as to require that they should live on the spot, and if so I beg that the reasons may be stated.

P.W. 2175/74. 3
P.W. 74 6 June/74
In 811:55.

I have &c.
Madras 3
24 Sept/73
Pd/ J.H. McShaw Stewart Lieut RE
Cons Engineer for Railways

Railway Deptt Cons Engrs Office No 15
25L
No 890

To
The Agent and Manager
Madras Railway Company

Sir,

Referring to my letter of yesterday, No. 889, and to the Order of Government which accompanied it, I have the honour to request that you will be so good as to remit the amount of Rs 97. 6 due by the Madras Railway Company on account of land taken up for a bungalow for the Telegraph Engineer at Arconum.

In your letter No. 204 dated 18th March 1873 you stated that as the ground in question was made over under class A the Company were not liable for the rent claimed

claimed, but as the Government of India have now ruled that all dwelling houses, &c. other than for those whose duties require that they should live on the line should be erected on class C land, I request that you will be good enough to arrange for the settlement of the long standing claim.

P.N. 2175/74.
4

Yrs. &c.
(Signed) J. H. M. Shaw Stewart & Coll R.E.
Cons Engr for Railways

Madras
25th Sept 1873

Yr. No. 4th June/74
In. 181055.

No. 200

S/16
271

MADRAS RAILWAY.

AGENT AND MANAGER'S OFFICE.

Madras, 9th March 1874.

From

R. D. Elwin Esqre
Agent and Manager. M. R. Co.

To

Lt Col. J. H. M. Shaw Stewart, R.E.
Consulting Engineer for Railways.

Sir,

Adverting to previous correspondence upon the subject of the terms upon which land should be provided for this Company's use under the Contract with the Honourable East India Company, and with reference more particularly to your letter of the 24th September 1873 and my reply thereto, I have the honour to enclose you a copy of a graph letter from my Board of Directors dated Tuesday the 20th of January 1874.

2. The Directors you will observe are of opinion that under the terms of the Contract the Company is entitled to be provided with the land required for the payment of rent, with the land reserved to us by letter of the 6th November 1873 required for the temporary stores sheds and workmen's huts at the

x Dated 20th Feb 1874

29L 17

Newgate Birmingham.

3. I request therefore that you will be good enough to submit the questions for the opinion of Counsel and inform me as early as possible whether the Council in question is liable to Stamp Duty to Class A.

I have the honour to be
Sir
Your most Obedient Servt
Chas. J. Austin
Agent and Manager.

MADRAS RAILWAY.

From

The Agent and Manager.

To

The Consulting Engineer

for Railways.

Dated 9th March 1874.

Rec'd 12th "

No. 220

175

Regarding the Land required for Cart Road from Chaka to Kandy.

P. W. 2175/74.
5

Pg. 71, 72 from 1874
L. 1872-55.

Extract from a letter from the Secretary, M. R. Co. № 525 dated London the 30th January 1874.

Class C. Roads.

Para 13. The Board observe that in the letter of the Consulting Engineer № 1063 dated 6th November 1873, Mr Wright was called upon to take up land for the temporary store sheds and workmen's huts, required for the construction of the Huggery bridge, under Class C, and to this they have no objection provided it be not intended that rent should be paid for the use of the land. It is quite true, as stated in the extract from the letter of the Government of India № 852 of the 21st January 1859, that the Railway Company is bound to pay for the construction of all works out of capital, but it is a misapprehension to state that the Company is to require from Government without charge only the lands on which the works stands. By the very words of the contract, as more fully stated in the Board's № 523, the Government are bound to provide lands required for all works and conveniences, as well with reference to the construction and working of the line as with reference to the permanent maintenance thereof; and there is no stipulation in any part of the

18
31

contract of any payment for land, which therefore ought not to be required.

14. The argument advanced by the Consulting Engineer, in his letter No. 1129 of the 25th November last, to the effect that because the declaration by the Government of India that land used for the storage of Railway materials "or" their despatch to the works should be given under Class B, indicates clearly that sheds at the site of a work should be in another class, appears to the Board inconclusive. Had the expression been applied to land used for storage of materials and their despatch to the works, it might have been argued that it was implied that the storage would be at a distance; but as the alternative "or" is used, it appears to be quite certain that the definition includes storage on the site as well as at a distance, together with the land sufficient to form a road for despatch to the works when required.

/True Extract/

Agent & Manager.

No. 18.

MADRAS RAILWAY.

AGENT AND MANAGER'S OFFICE.

Madras, 9th January 1874.

From

Robert B. Sturrock Esqr
Agent and Manager. to the M. Railway

To

Lieut. Colonel H. M. Shaw Stewart R.E.
Consulting Engineer for Railways.

Sir,

In continuation of this office letter of the 2nd of October last Nos 1 to 9 of January I have the honor to enclose for your information an extract from the proceedings of the Board of Directors of the 7th instant, in which I am desired to request that the transfer of lands from class A to class C as requested in your letters Nos 859 and 891 of the 24th and 25th of September last, until I receive further instructions from London.

2. The Directors state that they propose to write to me fully upon the subject by the earliest opportunity.

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

Agent and Manager.

Sec 2/1
37L

Extract from a letter from the Secretary Madras Railway Company No: 520 dated London the 5th December 1873.

Proposed transfer of certain lands from Class A to Class C

Para 9. The Board have had under their very careful consideration the proposal referred to in paras 10 to 14 of 1073, that you should transfer to Class **C** all lands taken up under Class **A** for the Bangalore station, and I am instructed to inform you that they do not at present see any reason to alter the views expressed in No: 495, para: 17, and they therefore desire that you will not make the proposed transfer without hearing from them again. They propose to write fully by the earliest opportunity.

True Extract

Agent and Manager

Dated 4th January 1874
Rec'd 10th Jan: 1874
No. 18.

Questions whether the Railway Co. is entitled to retain land taken up for Railway purposes beyond the limits prescribed by Clause 9 of Act XXVIII of 1857.

MADRAS RAILWAY.

From

The Agent and Manager.

To

The Consulting Engineer for Railways.

P.W. 2175-74

Rec'd 4th June 1874
L. 18 No: 55

P.W. 2175/74.
8
P.G. 4th June/74
In 881-35

Railway Dept.

Cons: Engineer's Office
39 L

No. 196

To

The Agent and Manager
Madras Railway Co.ⁿ

Sir,

In forwarding copy of a list shewing rent due by the Madras Railway Company on account of land taken up for a bungalow for the Superintendent of Telegraphs at Arconum, I have the honour to request that you will be good enough to remit the amount viz Rs 97-6-- therein referred to at your earliest convenience.

I have &c.

Madras
24th February
1873

pky JH McDowall Lieut Colᴿᴱ
Consulting Engineer for
Railways

Cust shewing the rent of lands due by ulr tenler..

Name of the Taluq	Name of the village	Name of the occupant	Fasli	Amount of Jama	Readers	Total	Remarks
1	2	3	4	5	6	7	8
			1268	7 5 "	" 2 5	7 7 5	
			1269	7 5 "	" 2 5	7 7 5	
			1270	7 5 "	" 2 5	7 7 5	
			1271	7 5 "	" 2 5	7 7 5	
			1272	7 5 "	" 2 5	7 7 5	
			1273	7 5 "	" 2 5	7 7 5	
			1274	7 5 "	" 2 5	7 7 5	
			1275	7 5 "	" 2 5	7 7 5	
			1276	7 5 "	" 3 "	7 8 "	
			1277	7 5 "	" 3 8	7 8 8	
			1278	7 5 "	" 3 8	7 8 8	
			1279	7 5 "	" 3 8	7 8 8	
			1280	7 5 "	" 3 8	7 8 8	
				951 "	23 "	976 "	

North Arcot Col Office
Camp Tripetty 18th Feby 1833

Lay W Shakespeare
Acting Collector.

117

P.W. 2175/74.

P.O. 4th June/74
Ld 8110-55.

S.P. 23
12L

Madras Railway Company,
33 New Broad Street,
London, 19th December 1873.

C.O. 523

Sir,

As to payment of rent for land.

I am directed to refer to your letter of 5th ult., and to the Report of the Board of Trade thereon, that the question therein referred to has been considered by their Lordships, upon the very full and authority stated by the decisions referred to in the 4th and 5th paragraphs of the 17th, but it appears not to be the case, it becomes necessary, at this point, that the Secretary of State should be moved upon the suggestion that "this rule of decision" should be given or refused in each case as it arises.

2. This is a mis-apprehension, as the recommendation does not affect any but only that part of wages paid in money; and in such cases the Revenue is charged with the same amount whether paid in money or money and accommodation, there is no grounds for supposing that any benefit is derived from the arrangement.

3. If it were otherwise, there would still be no warrant for a compliment for the land, because the rent calculated contains no charge whatever for land, but only interest upon the outlay and probable cost of repairs.

3. The objection to the payment of rent for land, however, rests upon other grounds. It is clear that the tenants

* From the Secretary of State's letter No 364 dated 15th April 1874

of the Company's contract was that the officers of the Government should deside in writing what "stations, offices, ware- "houses, fixed machinery, and other "works and conveniences" * * * "are Clause 4 of contract
" necessary or expedient, as well with- " reference to the construction of the said " Railway and the working thereof, as " with reference to the permanent main- " tenance thereof, and its protection from " injury", &c, &c. Also that the Govern- ment "shall provide the land which Clause 5 "shall be required, and give the Company " possession thereof".

"That the said Railway Company Clause 4.
"shall on receiving possession of the " said land, or any part thereof, forth- "with and, subject to the provisions " and control hereinafter prescribed, " commence and proceed with diligence " in the construction of the said stations, " offices, &c.

"That upon the completion of Clause 9.
" the whole of the said line of Railway " or any part or parts thereof, &c., the " Government shall and will grant " to the said Railway Company a Lease. " of, or otherwise secure to them, a " right and title to the land, which " shall have been provided under " these provisions * * * in these " presents * * * contained, in of as " much thereof as shall be required

Clause 3

"for the completion of the line, and for the works "and conveniences thereto belonging, for "a term of 99 years, &c, &c."

"That all land of which possession "shall be so given to the said Railway "Company which shall not be perma- "nently required for the purposes of the "said Railway Company shall as soon "as practicable be restored to the "Government.

4. It appears from the above quotations, which are in the very words of the contract, except that "Government" is substituted for "East India Company", that all lands which is required for the erection of buildings or works of any kind, which in the opinion of Govern- ment are necessary or expedient, whether temporary or permanent use, is to be made over to the Company and possession given; the land required for temporary purposes to be re- turned, and that permanently required to be secured to the Company for 99 years, but without the payment of rent whether or not.

5. Clause C was originally intend- ed for the erection of temporary build- ings, as shown by the following quotation from the revised Rules for taking up land: "When the "necessary for occupation ceases the "land will be given up again to

Proceedings of the Govt of August 6 1861.

"Government by the Railway Company."
Were it not so, it would be obviously
wrong for the Company to lay out its
capital for permanent works on land
held on yearly tenancy.

6 With regard to the particular
case now under reference, it will be seen
from the Consulting Engineer's letter,
of 4/12 dated 3rd May 1861, that Govern-
ment exempt buildings standing on
ground "properly forming part of
"land required for stations," which
therefore disposes of the claim made
in this instance; and by the enclosed
copy of correspondence between the East
Indian Railway Company and the
Secretary of State for India in Council,
you will perceive that it was agreed
that * the Company will not be
"asked to pay for land taken under
"the terms of the contract for the
"railway and works connected
"therewith, and proper stations,
"offices, warehouses, and other
"conveniences for the same, simply
"because there may happen to be
"erected on parts of those lands
"habitations for workmen. But the
"sites of such habitations
"may be on portions of land
"originally made over to the Railway
"Company, but not permanently
"required for the purposes of the

* J. C. Melville Esq
Collector's letter dated
15th March 1867
& D. G. enclosed.

"railway, which land, consequently,
"the Railway Company are bound under
"the Contract to restore. In that
"the same clause to restore. In that
"case, if the Company desire to
"retain the land, it can only be on
"terms of payment."

7 The Board are willing that you
should be guided by the above agree-
ment; and in future when you may
wish to retain land made over to the
Company for temporary use, which is
not permanently required for railway
purposes, you will restore it to
Government, or obtain the authority
of the Board for taking a lease upon
such terms as may be asked, previous
to erecting any permanent building
thereon.

I am instructed to observe
further, in reference to the remarks
of the Consulting Engineer, that your
predecessor mutually agreed to the
interpretation put by the Government
of India on the word "conveniences" by
not having protested against it;
that is, in accordance with the case of each
land, in accordance with the case of each
building stands upon its own merits;
it would, in the opinion of the Board,
have been premature and impertinent
to enter a protest against a rule which
in many cases might have a just
application. If it were to happen
that the Company's Officers were to

* Govt. Engineer's letter No. 394 dated 28th May 1872.

press for the construction of buildings not in the opinion of Government "necessary" or "expedient" for the convenience of the undertaking; such for instance as detached Station-masters' houses, dwellings for guards, porters or workmen, other than those required to live near the line, it would be quite right that the latter should stipulate to receive rent for the land, or make any other bargain, as a condition precedent to giving their sanction; but such conditions could not under the contract apply to buildings erected bonâ fide for the convenience of the public service, and the sanction ought to be given or refused before the buildings are erected.

I am, Sir,
Your obedient Servant,
(Sd) Julian Byrne
Secretary.

To the Agent and Manager,
Madras Railway,
Madras.

True Copy

Chas F. Smith
Agent & Manager.

CMH

Railway
N°30

India Office
London 25 April 1867

51L

To,

His Excellency the Right Honourable
the Governor General of India in Council

Sir,

Para 1 With reference to your Despatch
N°65 of the 14th September 1866, I herewith do trans-
mitted copy of a correspondence with the
Directors of the East Indian Railway Company
relative to the payment of rent for land
coming under class "C" of the rules on the
subject.

2 Under the instructions now issued to
the Agent, I trust that all claims in this
respect will be promptly adjusted

I have &c
(signed) Stafford H. Northcote

Enclosures-
N°1

India Office
22nd November 1866.

Sir

Referring to correspondence which took
place on the subject in 1864, I am directed by Lord
Cranborne to state for the information of the
Directors of the East Indian Railway Company,
that the Government of India have again addressed
him respecting unassigned claims for rent for
class C land taken up by the Company.

In June 1864, the Directors were directed their Agent

"Class C will include the land which a Railway Company
has to provide at its own cost. This is land which is required for the
position or preparation of materials for purposes entering into the
actual execution of the works on the line, or for other immediate
collateral objects which the Government recognises as falling legiti-
mately within the scope of the Railway Company's operations
though not giving the Company a claim to the provision of land
free of charge - Extract of Rules approved in 1861.

P.W. 2175/74.
10
12 Y. 24th June/74
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Com

to discharge the claims for rent that had been
disputed. It appears however that many of
these claims are still unadjusted in consequence
of the interpretation put by the Agent on a letter
of the Directors of 10 March 1865 which is con-
sidered by him to exclude claims for rent
for land taken up for purposes other than are
therein specified. Such for instance, as dwellings
for Engineers, Inspectors &c. The Government
of India have in consequence been obliged
to re-open the question.

In 1858 it was decided that for land appro-
priated to bungalows for Engineers, Inspectors
or Engine Drivers, a rent should be paid, and in
a Circular issued under the orders of the Govern-
ment of India in 1861. It was intended, that
as the grant or refusal of this sort of accommo-
dation is merely a question of wages, Govern-
ment could not admit that dwelling houses for
Station masters, Engine drivers, & general work
men were conveniences, under the terms of the
Contract.

Precise rules on the subject of classifying
land were laid down in 1859, in which it was
specified that land for houses for Engine drivers
and the like, should come under class C. These
rules were finally approved by the Secretary
of State in 1861, and are still in force, and
Government state that the practice of every
Railway in India except the East Indian,
has been generally in accordance with them.
The exception would seem to be owing entirely
to the Agents having placed too literal an

interpretation on the Directors letter to him N°17
of 1865. That letter, however, although not alluding
to land for the sites of habitations for the 53L
Railway Company's Officers, could scarcely
have been intended to question the Company's
obligation to pay rent for such land. Lord
Stanborne does not doubt, therefore, that the
Directors will perceive the propriety of correcting
the misapprehension under which their Agent
appears to be labouring, so that there may be
no further delay in settling the unadjusted
claims to which the Government of India refer.

I am &c

C.I. Wood Esqr (Signed) Sherman Merivale

N°2.

N°2775 East Indian Railway Co's
Aldermans Walk, New Broad Street EC.
London 5 January 1867

Sir

I am requested by the Board of Directors
of the East Indian Railway Company to acknow-
ledge the receipt of your letter of the 22 November
last, referring to correspondence which took place
in 1864, relative to the payment of rent for lands
under class C, stating, that Mr Palmer having
placed too literal an interpretation on a letter from
the Directors N°1765 has hesitated to pay certain
unadjusted claims, expressing an opinion
that the Board could scarcely have intended to
question the obligation of the country to pay
rent for land for the sites of habitations
for the Company's Officers, and adding that

Lord

Lord Granborne does not doubt that the Directors will perceive the propriety of correcting the mis-apprehension under which their Agent appears to be labouring.

The Board of Directors are of opinion that, where sites for the habitations of their servants are provided by the Government of India beyond the limits of the Land given to them "for the "railway and the works connected therewith, "and proper Stations, Offices, warehouses and other "conveniences for the same" it is but equitable that the Railway Company should pay a reasonable rent for them, but they do not consider that any rent should be paid for Land intended to be covered by the contract, simply because habitations may be built upon it. Thus there are certain servants whose duties require that they should live on the line, take as an illustration the case of station masters, gate-keepers, and the like. Habitations for these men are as essential as the station buildings themselves, and may be said to form part of them, and what the Board desire to do is to draw a distinction between these cases and the cases of habitations for men who do not necessarily live upon the line, but for whose houses Land has been provided by the Government, as a matter of convenience, probably because, unless the houses were built by the Company, the men would find no residences at all. It is such Land the Board understand to be comprised under Class C.

In the former case, the Board are clearly of

opinion

55L

opinion that, under the contract, the Land is to be provided free of cost, and that, in the latter, rent should be paid for it.

If it meet the views of the Secretary of State, the Board would propose to send a copy of this letter to Mr. Palmer for his guidance.

I have &c.

(Signed) C. I Scrad

Managing Director

The Under Secretary of State for India

103

India Office

17th January 1867

Sir

I am directed by Lord Granborne to acknowledge the receipt of your letter of the 5 instant No 2770, and to acquaint you in reply that it was never intended that rent should be exacted for Land made over to the Railway Company "for the railway and the works con-nected therewith" whether or not station Masters or gate-Keepers residences were erected within its limits. Under clause C of the rules however, rent is payable for Land which the Government may consent to hand over to the Company for the following purposes viz that required for the provision or preparation of materials, that on which Engineers' or Mechanics' bungalows may be built, and that required for storage and other miscellaneous purposes; and it is for Land of this description that Government have preferred claims, the justice of which the Agent disputes.

Lord

Lord Cranborne would therefore feel obliged, as requested in the letter from this Office of 22nd November last, by the Directors asking such instructions to their Agent as may ensure a prompt settlement of the claims of Government.

I am &c
(Signed) James Fergusson

D. I. Road Logr

№4

№2759

East Indian Railway Company
Aldermans Walk, No Broad Street, E.C.
London, 31st January 1867

Sir

I am requested by the Board of Directors of the East Indian Railway Company to acknowledge the receipt of your letter of the 17th instant, respecting the payment of rent on Lands held under class "C" and to hand you enclosed for the approval of the Secretary of State, the draft of a letter №11 1867, which the Board propose to address to the Agent on the subject.

I have &c
(Signed) D. I. Road
Managing Director

The Under Secretary of State
for India

Enclosure to №4

№11 of 1867

London, January 1867

Sir

I am requested by the Board of Directors to hand you enclosed copies of correspondence which

has taken place between the Secretary of State and the Board on the subject of certain unadjusted claims for rent of Land under class "C" 57L

You will observe from this correspondence the views entertained here on the subject, and you will doubtless be able to arrange the matter with the Government of India. Should you, however, have any difficulty in doing so you will be good enough to refer the whole question for adjustment here at the same time, and indeed in any case, furnishing the Board with full particulars of all the Land upon which the Government claim rent accompanying these particulars by plans showing the precise situation of the Lands, and the objects to which they are appropriated.

If this information, which the Board have asked for on several occasions had been in their possession, the matter might have been disposed of at once, and the Board desire to express their disappointment at your not having attended to their repeated requests.

I have &c

To the Agent, Calcutta.

№5

India Office
4th February 1867

Sir—

I am directed by the Secretary of State for India to acknowledge receipt of your letter of the 31st ultimo №2759, and of the enclosed draft of a letter №11, proposed by the Directors of the East Indian Railway Company, to be addressed to their Agent at Calcutta, relative to claims for rent of Lands under Class "C".

I am

Board can have no objection to the correspondence being sent out to India as proposed, as the guide of their Agents proceedings. It appears to the Board from your letter, that this is not sufficiently clear as the meaning of the correspondence, and it seems necessary, therefore that this letter should form part of it.

I have &c
(Signed) D. I. Road
Managing Director

The Under Secretary of State
for India.

No. 77

India Office
15 March 1867

Sir,

I have received and laid before the Secretary of State in Council your letter of the 4th instant No 2818, relative to rent on land under class "C"

In reply I am directed to state that the Company will not be asked to pay for land taken under the terms of the contract for "the Railway and works connected therewith" "and proper Stations, Offices, warehouses, and "other conveniences for the same" simply because there may happen to be erected on parts of those lands habitations for workmen. But the sites of some such habitations may be on portions of land originally made over to the Railway Company but not "permanently" required for the purposes of the Railway, which land; consequently, the Railway Company are bound

SP 27
63L

No. 77

MADRAS RAILWAY.

32

under the same clause to restore the state case if the Company desire or declare the land it can only be on terms of payment. 63L

There can be no objection to adding to all this letter and the letter to which it replies, to the correspondence proposed to be sent out to the Company's Agent in India for his guidance in the matter under debate.

I am &c
(Signed) A. Cosmo Melvill

(D. I. Road Esqr

(True Copies)

W. P. Lewis
Agent and Manager

Board can have no objection to the correspondence

P.W. 2175/74.
11

P.G. 5th June 74
En 15 No 5

No. 77

SP 22
631

MADRAS RAILWAY.

AGENT AND MANAGER'S OFFICE.

Madras, 23 January 1874.

From

Robert B. Shaw Esqr
Agent and Manager of the M. R. Company

To

Lieut Colonel R.H.M. Shaw Stewart R.E.
Consulting Engineer for Railways.

Sir,

With reference to paragraph 2 of my letter of the 9th instant No 18 I have now the honour to enclose for submission to Government the copy of a letter received from the Secretary by the last Mail in which the views of my Board which led them to instruct me not to transfer the lands alluded to in previous correspondence from Class A to Class B, are fully expressed.

2 I also enclose you copies of the enclosures referred to in the Secretary's letter.

I have the honour to be
Sir
Your most obedt Servant,

Agent & Manager

No 1523-4
December 1873.

P.W. 2145/14.
9

MADRAS RAILWAY.

From

The Agent and Manager.

To 157

The Consulting Engineer

for Railways.

P.W. 2145/14. Dt. 14th January 1874.
Rec. 15th " "

Dated 23rd January 1874.
Recd. 24th " "

No. 77

Forwarding a copy of letter from the Secretary in which the Board views are expressed as to transfer of Lands from Class A to C

giving cover to correspondence with the Madras Railway Authorities regarding the conditions upon which land should be provided for the use of the Company.

Lieut. Col. Shaw Stewart's letter gives a full and clear resume of the past correspondence on the subject with the interpretation placed by the Directors of the Company on the terms of the contract in connection with the questions at issue; and, as the difference of opinion between the Government and Railway officers must inevitably lead to frequent misunderstandings, I am to request the final and early orders of the Government of India, and if necessary, of the Home Government on the subject, &c. Specially with reference to the particular lands which have given rise to the present correspondence viz. those taken up at the Bangalore and Arconum Stations, and at the Coggy bridge. I am also to request that a copy of the Secretary of State's letter No. 25 of 30th November 1858, referred to in letter from the Government of India No. 852 of 21st May 1859 may be furnished for communication to the Consulting Engineer with reference to the last para of his letter.

Dest. with 30 Copies of Previous Proceedings & 60 Copies 13/5/59.

2195

Govt. of {1874} Madras.

PUBLIC WORKS.

To

Consg. Engr. for Rlys.
&
Secy. to Govt. of India

Dated 31-1-75

Recd. Encl.

G. O., 4 March 75. No. 1462
1463

Nos. 55 & 57.

1 Forwarding copies of correspondence received from the Agent for Railways, having reference to the conditions upon which lands are to be provided for the use of the Madras Railway Co. — requesting that the said yearly orders of the Govt. of India, if necessary, may be communicated to the Govt. of Madras.

2 Papers relating to the conditions upon which lands should be provided for the use of the Madras Ry Co. — orders of to be forwarded to the Govt. of India —