

*Proceedings of the Madras Government, Public Works Department,
22nd September 1875.*

No. 519. Read the following despatch from the Most Honorable the Secretary of State for India :—

Railway.
No. 5.

INDIA OFFICE, LONDON,
19th August 1875.

HEREWITH is forwarded, for your information, one part of a Contract entered into with the Madras Railway Company "as to further Debenture and Share Capital."

I have, &c.,
SALISBURY.

His Excellency the Honorable
The Governor in Council, Fort St. George.

No. 520. ORDER THEREON, 22nd September 1875, No. 2,744.

RAILWAY, No. 42.

ORDERED that the usual number of copies of this Contract be forwarded to the Consulting Engineer for information and guidance.

(True Extract.)

Major-General, R.E.,
Secretary to Government.

To the Consulting Engineer for Railways, with four copies of the Contract.

Exd. A. Grubert.
Spare Copies

This Indenture made the twenty-eighth day of July one thousand eight hundred and seventy-five between **THE SECRETARY OF STATE IN COUNCIL** of the one part and **THE MADRAS RAILWAY COMPANY** (hereinafter called "the Company") of the other part Whereas the Company was established under a Deed of Settlement bearing date the twenty-sixth day of July one thousand eight hundred and fifty-two and was on or about the eleventh day of September one thousand eight hundred and fifty-two completely registered under the Act 7th and 8th Victoria C. 110 for the purpose of acquiring and holding lands in the East Indies and in Great Britain and making acquiring and working one or more Railways in India and was empowered to enter into Contracts with Her Majesty's Government here or in India or with the East India Company for the purpose of making Railways and working or leasing the same or otherwise And whereas by an Indenture bearing date the twenty-second day of December one thousand eight hundred and fifty-two and made between the East India Company of the one part and the Company of the other part It was amongst other things agreed that the Company should construct and open an experimental line of Railway to commence at or near to Madras and to take a direction towards the Western Coast of India at an estimated cost of five hundred thousand pounds sterling or thereabouts and that the land required for the said line should be provided by the East India Company and should be leased by the East India Company to the Company for the term of ninety-nine years to be computed from the date of the Indenture now in recital determinable by surrender or purchase as in the same Indenture is mentioned and that the East India Company should pay to the Company on the thirtieth day of June and the thirty-first day of December in every year during the said determinable term interest at the rate of four pounds ten shillings on the said sum of five hundred thousand pounds or on such part thereof as should for the time being be raised for the purposes of the said experimental line And in the Indenture now in recital was contained a provision that the net receipts of the same line of Railway realized in any half-year should be applied in the first place in discharge of the interest payable by the East India Company as aforesaid in respect of such half-year so as to exonerate them from the same and that the residue (if any) of such net receipts should be applied as follows namely one moiety thereof should be applied in payment of such sums as should at any previous times have been paid by the East India Company to the Company by way of interest as aforesaid together with simple interest on the sums so paid at the rate of four-and-a-half per cent. per annum from the times of payment respectively and the other moiety of the said surplus net receipts should be applied for the use and benefit of the Company And whereas by an Act of Parliament made and passed in the Session of the 16th year of the reign of Her Present Majesty intituled "An Act for incorporating the Madras Railway Company and for other purposes connected therewith" the Company was incorporated under the name of the Madras Railway Company for the purpose of making and constructing working and maintaining such Railway or Railways in the East Indies as had already been agreed upon or might thereafter be agreed upon between the Company and the East India Company And whereas by an Act of Parliament made and passed in the Session of the 17th year of the reign of Her Present Majesty being an Act to amend the last-mentioned Act the Company was empowered to enter into and conclude with the East India Company on account of the Government of India such contracts agreements and arrangements as the respective parties might agree upon for the extension of the said experimental line of Railway to the Western Coast of India and otherwise as therein mentioned And whereas by an Indenture bearing date the nineteenth day of December one thousand eight hundred and fifty-five and made between the East India Company of the one part and the Company of the other part A contract was entered into for the construction by the Company of an extension line of Railway to commence at some point in the said experimental line and to proceed to the Western Coast of India with a branch to Bangalore and the foot of the Hills towards Ootacamund at an estimated cost of four million pounds sterling or thereabouts and it was by the said Indenture now in recital agreed that the land required for the said extension line should be provided

by the East India Company and that the land required for the said experimental and extension Railways (which Railways when both are referred to are hereinafter called "the South-west Line") should be leased to the Company for the term of ninety-nine years to be computed from the date of the Indenture now in recital determinable by surrender or purchase as in the same Indenture was mentioned and that the East India Company should pay to the Company on the thirtieth day of June and the thirty-first day of December in every year during the same determinable term interest at the rate of five pounds per cent. per annum on the sum of five hundred thousand pounds which was called the First Extension Capital and Interest at the rate of four pounds fifteen shillings per cent. per annum on the sum of one million pounds which was called the Second Extension Capital and by the said Indenture now in recital covenants and agreements were entered into for the application of the net receipts on account of the said Railways and for the surrender by the Company of and for the purchase by the East India Company of the said South-west Line similar *mutatis mutandis* to the provisions contained in the hereinbefore recited Indenture of the twenty-second day of December one thousand eight hundred and fifty-two. Concerning the application of the net receipts of the Company on account of the said experimental line and concerning the surrender and purchase of the same line and otherwise relating thereto and certain of the provisions of the said Indenture now in recital being made to apply to the said experimental line it was thereby provided that such of the covenants terms and provisions of the said Indenture of the twenty-second day of December one thousand eight hundred and fifty-two as were inconsistent with any of the terms and provisions of the said Indenture now in recital or as related to objects which were provided for by the last-mentioned Indenture were and should be deemed to be superseded by the last-mentioned Indenture. And whereas a further sum of one million pounds additional share Capital was created and issued by the Company in or about the month of March one thousand eight hundred and fifty-six for the purpose of the said South-west Line under an arrangement with the said East India Company for a guarantee of five pounds per cent. thereon which said Capital was called Third Extension Capital. And whereas by an Indenture bearing date the thirteenth day of August one thousand eight hundred and fifty-eight and made between the East India Company of the one part and the Company of the other part a contract was entered into for the construction by the Company of a line of Railway to commence at or near Madras and to proceed in a north-westerly direction to or near to Bellary as a distinct line of Railway (and which Railway is hereinafter called the North-west Line) and by the same Indenture the East India Company agreed to guarantee interest at the rate of five pounds per cent. per annum upon the further Capital of one million pounds which had been created and issued by the Company for the purposes of such new line and which Capital was called Fourth Extension Capital and in the same Indenture were contained similar covenants and provisions to those contained in the said Indenture of the nineteenth day of December one thousand eight hundred and fifty-five with respect to the said extension line and it was thereby provided that the accounts of the North-west Line both as to Capital and Revenue should be kept separate and distinct from the accounts of the South-west Line. And whereas under the provisions of the Act of the twenty-first and twenty-second years of Her Majesty Cap. 106 intitled "An Act for the better Government of India" the Territories of the East India Company and their rights in relation thereto became vested in Her Majesty and those rights are now exercised in her name by the Secretary of State in Council of India and by that Act all Acts and provisions then in force under charter or otherwise concerning India were subject to the provisions of that Act to continue in force and be construed as referring to the Secretary of State in Council in the place of the East India Company and it was by that Act enacted that all contracts covenants liabilities and engagements of the East India Company made incurred or entered into before the commencement of that Act might be enforced by and against the Secretary of State in Council in like manner and in the same Courts as they might have been by and against the East India Company if that Act had not been passed. And whereas the Company in the month of June one thousand eight hundred and fifty-nine obtained the sanction of the Secretary of State in Council to their raising

for the purposes of the South-west Line the further sum of one million pounds on Loan upon Debentures of the class hereinafter referred to as convertible and bearing interest at the rate of five pounds per cent. per annum the principal moneys and interest being guaranteed and payable by the Secretary of State in Council under the provisions of an Indenture bearing date the thirteenth day of March one thousand eight hundred and sixty and made between the Secretary of State in Council of the one part and the Company of the other part. And whereas the Company in the month of December one thousand eight hundred and sixty obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds upon Debentures of the class hereinafter referred to as inconvertible. And whereas the Company raised the sum of three hundred and thirty-three thousand three hundred pounds part of the said sum of one million pounds upon inconvertible Debentures and the sum of six hundred and sixty-six thousand seven hundred pounds the remainder thereof upon convertible Debentures. And the Company in the month of May one thousand eight hundred and sixty-two obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of two million pounds by the issue of shares and the Company in the month of April one thousand eight hundred and sixty-six obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds as to five hundred thousand pounds part thereof upon convertible Debentures and as to five hundred thousand pounds the remainder thereof by the issue of shares and by an Indenture bearing date the twenty-eighth day of October one thousand eight hundred and sixty-seven and made between the Secretary of State in Council of the one part and the Company of the other part the Secretary of State in Council guaranteed to the Company the payment of all principal moneys and interest payable by the Secretary of State in Council in respect of the share and Debenture Capital so as aforesaid authorized to be raised since the date of the said Indenture of the thirteenth day of March one thousand eight hundred and sixty. And whereas the Company in the month of December one thousand eight hundred and sixty-seven obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of one million pounds by the issue of shares and the whole of such sum has since been raised. And whereas the Company in the month of August one thousand eight hundred and seventy obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds so much of that sum as would be required to pay off Debentures of the Company falling due on the thirty-first December one thousand eight hundred and seventy to be raised on Debentures bearing interest at the rate of four and a half per cent. per annum and the remainder of the said sum to be raised by the issue of shares at such premiums as might be agreed on. And whereas of the last-mentioned sum of one million pounds there has been raised upon inconvertible Debentures the sum of one hundred and seventy-one thousand seven hundred pounds only which has been applied as follows that is to say one hundred and sixty-seven thousand nine hundred and fifty pounds part thereof in repayments of inconvertible Debentures for that amount which fell due on the thirty-first day of December one thousand eight hundred and seventy and three thousand seven hundred and fifty pounds the balance thereof has with the sanction of the Secretary of State in Council been applied for the purposes of the undertaking of the Company. And whereas each inconvertible Debenture so issued as last aforesaid was in a form approved of by the Secretary of State in Council and contained an obligation on the part of the Company for payment of the principal sum mentioned in the Debenture on the first day of January one thousand eight hundred and seventy-six and for payment in the meantime of interest thereon at the rate of four and a half per cent. per annum on the first day of July and the first day of January in every year at the Union Bank of London. And whereas the total amount of the inconvertible Debentures of the Company now in existence is five hundred thousand pounds. And whereas by an Indenture bearing date the second day of January one thousand eight hundred and seventy-one and made between the Secretary of State in Council of the one part and the Company of the other part it was

amongst other things agreed that the several undertakings of the Company should as from and after the first day of July one thousand eight hundred and seventy be consolidated into one undertaking with one and the same Capital and Revenue Account and that the land required for the consolidated undertaking should be leased to the Company by the Secretary of State in Council for the term of ninety-nine years from the first day of December one thousand eight hundred and fifty-seven determinable as in the same Indenture is mentioned and in the Indenture now in recital was contained a proviso that the net receipts which should be realized during any half-year on every line of Railway belonging to the Company should as from the first day of July one thousand eight hundred and seventy belong to the Secretary of State in Council as part of the Revenues of India but that in case any half-year such net receipts should exceed the aggregate amount of interest payable for such half-year by the Secretary of State in Council under the contracts for the time subsisting guaranteeing the payment of interest then a moiety of such excess should belong and be paid to the Company. And whereas the Company in the month of June one thousand eight hundred and seventy-one obtained the sanction of the Secretary of State in Council to their raising for the purposes of the consolidated undertaking by the issue of shares at par bearing interest at the rate of five per cent. per annum the sum of eight hundred and twenty-eight thousand three hundred pounds the residue of the sum of one million pounds which the Company had been authorized to raise in the month of August one thousand eight hundred and seventy as aforesaid And whereas the whole of the said last-mentioned sum of eight hundred and twenty-eight thousand three hundred pounds has been created and issued but the whole amount thereof has not yet been fully paid up And whereas the authorized share and Debenture Capital of the Company amounts to the sum of eleven million pounds of which the sum of ten million three hundred and seventy-five thousand nine hundred pounds is represented by stock and shares the sum of one hundred and twenty-four thousand one hundred pounds is represented by convertible Debentures which confer on the owners thereof the privilege of exchanging the same for shares in the Company and five hundred thousand pounds is represented by inconvertible Debentures which confer no such privilege And whereas on the thirty-first day of December one thousand eight hundred and seventy-three the said sum of ten million three hundred and seventy-five thousand nine hundred pounds representing the stock and share Capital of the Company was made up as follows that is to say nine million five hundred and thirty thousand three hundred and thirty-two pounds had been fully paid up seven thousand four hundred and thirty-five pounds was due in respect of calls made prior to that date but not paid and six hundred and forty-four thousand two hundred and eighty-three pounds represented calls not then made making together the sum of ten million one hundred and eighty-two thousand and fifty pounds which left a balance of share Capital created but not issued of one hundred and ninety-three thousand eight hundred and fifty pounds And whereas the Secretary of State in Council has at the request of the Company agreed to execute those presents And whereas the Covenants hereinafter entered into on the part of the Secretary of State in Council are entered into with the concurrence of a majority of votes at a meeting of the Council of India. Now this Indenture witnesseth that in consideration of the premises the Secretary of State in Council doth hereby for himself (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Secretary of State in Council) covenant with the Company and their successors And the Company do hereby for themselves and their successors (so far as the covenants and agreements hereinafter contained are to be observed and performed by them) covenant with the Secretary of State in Council in manner following (that is to say)

1st.—That the Secretary of State in Council will from time to time during the residue of the said determinable term of ninety-nine years by the said Indenture of the second day of January one thousand eight hundred and seventy-one agreed to be granted pay to the Company out of the Revenues of India or moneys applicable in aid thereof half-yearly on the thirty-first day of June and the thirty-first day of December in every year interest at the rate of five pounds per cent. per annum on the sum of one million pounds to be as aforesaid authorized to be raised in the month

of December one thousand eight hundred and sixty-seven and also on the said sum of eight hundred and twenty-eight thousand three hundred pounds so as aforesaid authorized to be raised in the month of June one thousand eight hundred and seventy-one or on so much of the said last-mentioned sum as shall for the time being have been paid by the Company such interest as to so much of the said last-mentioned sum as has not been paid being considered as running in the first instance from the day on which the same Capital sum shall be so paid.

2nd.—That as to so much of the said sum of eight hundred and twenty-eight thousand three hundred pounds as has not already been raised and paid the Company will raise and pay the same into the Bank of England to the account of the Secretary of State in Council at such times and in such instalments as the Secretary of State in Council shall from time to time determine.

3rd.—That the Secretary of State in Council will as often as and when the half-yearly interest at the rate of four-and-a-half per cent. per annum shall become due in respect of such of the Debentures for securing the said sum of one hundred and seventy-one thousand seven hundred pounds as shall for the time being be subsisting pay out of the Revenues of India or moneys applicable in aid thereof into the Union Bank of London or some other Bank to be hereafter agreed upon to an account to be called the "Madras Railway Debenture Account" the aggregate amount of such interest as a fund to meet and provide for the payment of such interest and will on the first day of January one thousand eight hundred and seventy-six being the day mentioned in the same Debentures for the payment of the principal sums thereby secured pay out of the Revenues of India or such moneys as aforesaid to the same account the amount of the principal sums payable on the same Debentures as a fund to meet and provide for the payment of the same principal sums and the moneys to be paid to the said account under the terms of this clause shall be applied in the payment of such interest and principal accordingly and that the Secretary of State in Council will at all times hereafter (the costs and charges being defrayed out of the Revenues of India) well and sufficiently protect save harmless and keep indemnified the Company and their lands tenements goods chattels and effects whatsoever from and against all actions suits losses costs charges damages and expenses whatsoever which they shall or may suffer sustain expend or be put unto or which shall or may be commenced instituted sued or prosecuted against them by reason or in consequence of the same Debentures or any of them.

4th.—That the payment of the sums hereinbefore agreed to be paid by the Secretary of State in Council for interest on the said Debentures as aforesaid shall be in full satisfaction of all interest which under any contract heretofore entered into between the East India Company or the Secretary of State in Council and the Company for payment of interest would or might become payable in respect of the principal moneys raised by Debentures to which this contract relates and paid into the Bank of England to the account of the Secretary of State in Council of India as aforesaid and the interest guaranteed by the Secretary of State in Council on the same principal moneys and on all other Debenture Capital of the Company shall be taken into account in every half-year in estimating whether there is any excess of net receipts for that half-year to be divided between the Secretary of State in Council and the Company in the same manner as the interest guaranteed on the share Capital of the Company is to be so taken into account.

5th.—That all moneys which under the Covenants hereinbefore or in any previous Agreement between the Secretary of State in Council and the Company on that behalf contained shall be paid by the Secretary of State in Council in payment of principal moneys secured by convertible or inconvertible Debentures shall be treated and considered

as Capital contributed by the Secretary of State in Council out of the Revenues of India to the joint stock of the Company and in order to give full effect to the rights of the Secretary of State in Council in respect of the Capital so contributed the Secretary of State in Council shall be at liberty at any time to name a person or persons into whose name or names as Trustee or Trustees for Her Majesty on account of the Government of India an equivalent number of shares or amount of stock may be placed and registered and thereupon such shares or stock shall be so placed and registered accordingly and upon such registration the said Trustee or Trustee shall be entitled to all rights benefits and advantages of shareholders in respect of the same shares or stock and in ascertaining whether in any half-year there is any excess of net receipts to be divided between the Secretary of State in Council and the Company the said Trustee or Trustee shall be credited with interest at the rate of five pounds per cent. per annum on the amount of shares or stock then standing in their or his names or name and should there ultimately prove to be any such excess such Trustee or Trustee shall be entitled to share therein rateably with the other shareholders of the Company.

6th.—That no moneys at any time raised or to be raised by Debentures whether convertible or inconvertible except moneys which shall have been raised by convertible Debentures and which Debentures shall have been subsequently exchanged for shares or ordinary stock shall for the purposes of the provision as to surrender and re-entry contained in the said Indenture of the second day of January one thousand eight hundred and seventy-one (being the eighth and tenth clauses respectively of that Indenture) be construed to be "Capital expended by the Company" Capital expended by the Company being for the purposes of those clauses only moneys originally raised by the issue of shares or ordinary stock in the Company and moneys raised by convertible Debentures which shall have been exchanged for shares or ordinary stock as aforesaid. And no moneys at any time raised by the Company by the issue of Debentures or Debenture stock which shall not have been converted into shares or ordinary stock shall be refunded to the Company as surplus moneys in case the same shall not have been required for the purposes of the undertaking but all such surplus moneys shall from the time when it shall be ascertained that they will not be so required belong to Her Majesty for the purposes of the Government of India.

7th.—That subject to the provisions herein contained the covenants and provisions of the said several recited Indentures shall so far as the same were subsisting immediately before the execution hereof be and remain in full force and effect as if these presents had not been made and executed.

In witness whereof Major-General Sir William Erskine Baker K.C.S. and Sir Henry James Summer Maine K.C.S. being two Members of the Council of India have hereunto set their hands and seals and the said Railway Company have caused their common seal to be affixed the day and year first above written.

Signed sealed and delivered by the said
Sir William Erskine Baker and Sir Henry
James Summer Maine being two Members of
the Council of India in the presence of

(Signed) W. E. BAKER.

(") H. J. S. MAINE.

(Signed) ROBERT WICKENDEN,

Clerk to H. S. LAWFORD,

Solicitor, India Office

The Common Seal of the Madras Railway
Company hereunto affixed in the presence of

(Signed)

(")

J. T. SMITH,
G. N. TAYLOR, Directors.

This Indenture made the twenty-eighth day of July one thousand eight hundred and seventy-five between THE SECRETARY OF STATE IN COUNCIL of the one part and THE MADRAS RAILWAY COMPANY (hereinafter called "the Company") of the other part Whereas the Company was established under a Deed of Settlement bearing date the twenty-sixth day of July one thousand eight hundred and fifty-two and was on or about the eleventh day of September one thousand eight hundred and fifty-two completely registered under the Act 7th and 8th Victoria C. 110 for the purpose of acquiring and holding lands in the East Indies and in Great Britain and making acquiring and working one or more Railways in India and was empowered to enter into Contracts with Her Majesty's Government here or in India or with the East India Company for the purpose of making Railways and working or leasing the same or otherwise And whereas by an Indenture bearing date the twenty-second day of December one thousand eight hundred and fifty-two and made between the East India Company of the one part and the Company of the other part It was amongst other things agreed that the Company should construct and open an experimental line of Railway to commence at or near to Madras and to take a direction towards the Western Coast of India at an estimated cost of five hundred thousand pounds sterling or thereabouts and that the land required for the said line should be provided by the East India Company and should be leased by the East India Company to the Company for the term of ninety-nine years to be computed from the date of the Indenture now in recital determinable by surrender or purchase as in the same Indenture is mentioned and that the East India Company should pay to the Company on the thirtieth day of June and the thirty-first day of December in every year during the said determinable term interest at the rate of four pounds ten shillings on the said sum of five hundred thousand pounds or on such part thereof as should for the time being be raised for the purposes of the said experimental line And in the Indenture now in recital was contained a provision that the net receipts of the same line of Railway realized in any half-year should be applied in the first place in discharge of the interest payable by the East India Company as aforesaid in respect of such half-year so as to exonerate them from the same and that the residue (if any) of such net receipts should be applied as follows namely one moiety thereof should be applied in payment of such sums as should at any previous times have been paid by the East India Company to the Company by way of interest as aforesaid together with simple interest on the sums so paid at the rate of four-and-a-half per cent. per annum from the times of payment respectively and the other moiety of the said surplus net receipts should be applied for the use and benefit of the Company And whereas by an Act of Parliament made and passed in the Session of the 16th year of the reign of Her Present Majesty intituled "An Act for incorporating the Madras Railway Company and other purposes connected therewith" the Company was incorporated under the name of the Madras Railway Company for the purpose of making and constructing working and maintaining such Railway or Railways in the East Indies as had already been agreed upon or might thereafter be agreed upon between the Company and the East India Company And whereas by an Act of Parliament made and passed in the Session of the 17th year of the reign of Her Present Majesty being an Act to amend the last-mentioned Act the Company was empowered to enter into and conclude with the East India Company on account of the Government of India such contracts agreements and arrangements as the respective parties might agree upon for the extension of the said experimental line of Railway to the Western Coast of India and otherwise as therein mentioned And whereas by an Indenture bearing date the nineteenth day of December one thousand eight hundred and fifty-five and made between the East India Company of the one part and the Company of the other part A contract was entered into for the construction by the Company of an extension line of Railway to commence at some point in the said experimental line and to proceed to the Western Coast of India with a branch to Bangalore and the foot of the Hills towards Ootacamund at an estimated cost of four million pounds sterling or thereabouts and it was by the said Indenture now in recital agreed that the land required for the said extension line should be provided

by the East India Company and that the land required for the said experimental and extension Railways (which Railways when both are referred to are hereinafter called "the South-west Line") should be leased to the Company for the term of ninety-nine years to be computed from the date of the Indenture now in recital determinable by surrender or purchase as in the same Indenture was mentioned and that the East India Company should pay to the Company on the thirtieth day of June and the thirty-first day of December in every year during the same determinable term interest at the rate of five pounds per cent. per annum on the sum of five hundred thousand pounds which was called the First Extension Capital and Interest at the rate of four pounds fifteen shillings per cent. per annum on the sum of one million pounds which was called the Second Extension Capital and by the said Indenture now in recital covenants and agreements were entered into for the application of the net receipts on account of the said Railways and for the surrender by the Company of and for the purchase by the East India Company of the said South-west Line similar *mutatis mutandis* to the provisions contained the hereinbefore recited Indenture of the twenty-second day of December one thousand eight hundred and fifty-two. Concerning the application of the net receipts of the Company on account of the said experimental line and concerning the surrender and purchase of the same line and otherwise relating thereto and certain of the provisions of the said Indenture now in recital being made to apply to the said experimental line it was thereby provided that such of the covenants terms and provisions of the said Indenture of the twenty-second day of December one thousand eight hundred and fifty-two as were inconsistent with any of the terms and provisions of the said Indenture now in recital or as related to objects which were provided for by the last-mentioned Indenture were and should be deemed to be superseded by the last-mentioned Indenture. And whereas a further sum of one million pounds additional share Capital was created and issued by the Company in or about the month of March one thousand eight hundred and fifty-six for the purposes of the said South-west Line under an arrangement with the said East India Company for a guarantee of five pounds per cent. thereon which said Capital was called Third Extension Capital. And whereas by an Indenture bearing date the thirteenth day of August one thousand eight hundred and fifty-eight and made between the East India Company of the one part and the Company of the other part a contract was entered into for the construction by the Company of a line of Railway to commence at or near Madras and to proceed in a north-westerly direction to or near to Bellary as a distinct line of Railway (and which Railway is hereinafter called the North-west Line) and by the same Indenture the East India Company agreed to guarantee interest at the rate of five pounds per cent. per annum upon the further Capital of one million pounds which had been created and issued by the Company for the purposes of said line and which Capital was called Fourth Extension Capital and in the same Indenture were contained similar covenants and provisions to those contained in the said Indenture of the nineteenth day of December one thousand eight hundred and fifty-five with respect to the said extension line and it was thereby provided that the accounts of the North-west Line both as to Capital and Revenue should be kept separate and distinct from the accounts of the South-west Line. And whereas under the provisions of the Act of the twenty-first and twenty-second years of Her Majesty Cap. 106 intitled "An Act for the better Government of India" the Territories of the East India Company and their rights in relation thereto became vested in Her Majesty and those rights are now exercised in her name by the Secretary of State in Council of India and by that Act all Acts and provisions then in force under charter or otherwise concerning India were subject to the provisions of that Act to continue in force and be construed as referring to the Secretary of State in Council in the place of the East India Company and it was by that Act enacted that all contracts covenants liabilities and engagements of the East India Company made incurred or entered into before the commencement of that Act might be enforced by and against the Secretary of State in Council in like manner and in the same Courts as they might have been by and against the East India Company if that Act had not been passed. And whereas the Company in the month of June one thousand eight hundred and fifty-nine obtained the sanction of the Secretary of State in Council to their raising

for the purposes of the South-west Line the further sum of one million pounds on Loan upon Debentures of the class hereinafter referred to as convertible and bearing interest at the rate of five pounds per cent. per annum the principal moneys and interest being guaranteed and payable by the Secretary of State in Council under the provisions of an Indenture bearing date the thirteenth day of March one thousand eight hundred and sixty and made between the Secretary of State in Council of the one part and the Company of the other part. And whereas the Company in the month of December one thousand eight hundred and sixty obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds upon Debentures of the class hereinafter referred to as inconvertible. And whereas the Company raised the sum of three hundred and thirty-three thousand three hundred pounds part of the said sum of one million pounds upon inconvertible Debentures and the sum of six hundred and sixty-six thousand seven hundred pounds the remainder thereof upon convertible Debentures. And the Company in the month of May one thousand eight hundred and sixty-two obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of two million pounds by the issue of shares and the Company in the month of April one thousand eight hundred and sixty-six obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds as to five hundred thousand pounds part thereof upon convertible Debentures and as to five hundred thousand pounds the remainder thereof by the issue of shares and by an Indenture bearing date the twenty-eighth day of October one thousand eight hundred and sixty-seven and made between the Secretary of State in Council of the one part and the Company of the other part the Secretary of State in Council guaranteed to the Company the payment of all principal moneys and interest payable by the Secretary of State in Council in respect of the share and Debenture Capital so as aforesaid authorized to be raised since the date of the said Indenture of the thirteenth day of March one thousand eight hundred and sixty. And whereas the Company in the month of December one thousand eight hundred and sixty-seven obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of one million pounds by the issue of shares and the whole of such sum has since been raised. And whereas the Company in the month of August one thousand eight hundred and seventy obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds so much of that sum as would be required to pay off Debentures of the Company falling due on the thirty-first December one thousand eight hundred and seventy to be raised on Debentures bearing interest at the rate of four-and-a-half per cent. per annum and the remainder of said sum to be raised by the issue of shares at such premiums as might be agreed on. And whereas of the last-mentioned sum of one million pounds there has been raised upon inconvertible Debentures the sum of one hundred and seventy-one thousand seven hundred pounds only which has been applied as follows that is to say one hundred and sixty-seven thousand nine hundred and fifty pounds part thereof in repayments of inconvertible Debentures for that amount which fell due on the thirty-first day of December one thousand eight hundred and seventy and three thousand seven hundred and fifty pounds the balance thereof has with the sanction of the Secretary of State in Council been applied for the purposes of the undertaking of the Company. And whereas each inconvertible Debenture so issued as last aforesaid was in a form approved of by the Secretary of State in Council and contained an obligation on the part of the Company for payment of the principal sum mentioned in the Debenture on the first day of January one thousand eight hundred and seventy-six and for payment in the meantime of interest thereon at the rate of four-and-a-half per cent. per annum on the first day of July and the first day of January in every year at the Union Bank of London. And whereas the total amount of the inconvertible Debentures of the Company now in existence is five hundred thousand pounds. And whereas by an Indenture bearing date the second day of January one thousand eight hundred and seventy-one and made between the Secretary of State in Council of the one part and the Company of the other part it was

amongst other things agreed that the several undertakings of the Company should as from and after the first day of July one thousand eight hundred and seventy be consolidated into one undertaking with one and the same Capital and Revenue Account and that the land required for the consolidated undertaking should be leased to the Company by the Secretary of State in Council for the term of ninety-nine years from the first day of December one thousand eight hundred and fifty-seven determinable as in the same Indenture is mentioned and in the Indenture now in recital was contained a proviso that the net receipts which should be realized during any half-year on every line of Railway belonging to the Company should as from the first day of July one thousand eight hundred and seventy belong to the Secretary of State in Council as part of the Revenues of India but that in case any half-year such net receipts should exceed the aggregate amount of interest payable for such half-year by the Secretary of State in Council under the contracts for the time subsisting guaranteeing the payment of interest then a moiety of such excess should belong and be paid to the Company And whereas the Company in the month of June one thousand eight hundred and seventy-one obtained the sanction of the Secretary of State in Council to their raising for the purposes of the consolidated undertaking by the issue of shares at par bearing interest at the rate of five per cent. per annum the sum of eight hundred and twenty-eight thousand three hundred pounds the residue of the sum of one million pounds which the Company had been authorized to raise in the month of August one thousand eight hundred and seventy as aforesaid And whereas the whole of the said last-mentioned sum of eight hundred and twenty-eight thousand three hundred pounds has been created and issued but the whole amount thereof has not yet been fully paid up And whereas the authorized share and Debenture Capital of the Company amounts to the sum of eleven million pounds of which the sum of ten million three hundred and seventy-five thousand nine hundred pounds is represented by stock and shares the sum of one hundred and twenty-four thousand one hundred pounds is represented by convertible Debentures which confer on the owners thereof the privilege of exchanging the same for shares in the Company and five hundred thousand pounds is represented by inconvertible Debentures which confer no such privilege And whereas on the thirty-first day of December one thousand eight hundred and seventy-three the said sum of ten million three hundred and seventy-five thousand nine hundred pounds representing the stock and share Capital of the Company was made up as follows that is to say nine million five hundred and thirty thousand three hundred and thirty-two pounds had been fully paid up seven thousand four hundred and thirty-five pounds was due in respect of calls made prior to that date but not paid and six hundred and forty-four thousand two hundred and eighty-three pounds represented calls not then made making together the sum of ten million one hundred and eighty-two thousand and fifty pounds which left a balance of share Capital created but not issued of one hundred and ninety-three thousand eight hundred and fifty pounds And whereas the Secretary of State in Council has at the request of the Company agreed to execute these presents And whereas the Covenants hereinafter entered into on the part of the Secretary of State in Council are entered into with the concurrence of a majority of votes at a meeting of the Council of India Now this Indenture witnesseth that in consideration of the premises the Secretary of State in Council Doth hereby for himself (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Secretary of State in Council) covenant with the Company and their successors And the Company do hereby for themselves and their successors (so far as the covenants and agreements hereinafter contained are to be observed and performed by them) covenant with the Secretary of State in Council in manner following (that is to say)

1st.—That the Secretary of State in Council will from time to time during the residue of the said determinable term of ninety-nine years by the said Indenture of the second day of January one thousand eight hundred and seventy-one agreed to be granted pay to the Company out of the Revenues of India or moneys applicable in aid thereof half-yearly on the thirtieth day of June and the thirty-first day of December in every year interest at the rate of five pounds per cent. per annum on the sum of one million pounds so as aforesaid authorized to be raised in the month

of December one thousand eight hundred and sixty-seven and also on the said sum of eight hundred and twenty-eight thousand three hundred pounds so as aforesaid authorized to be raised in the month of June one thousand eight hundred and seventy-one or on so much of the said last-mentioned sum as shall for the time being have been paid by the Company such interest as to so much of the said last-mentioned sum as has not been paid being considered as running in the first instance from the day on which the same Capital sum shall be so paid.

2nd.—That as to so much of the said sum of eight hundred and twenty-eight thousand three hundred pounds as has not already been raised and paid the Company will raise and pay the same into the Bank of England to the account of the Secretary of State in Council at such times and in such instalments as the Secretary of State in Council shall from time to time determine.

3rd.—That the Secretary of State in Council will as often as and when the half-yearly interest at the rate of four-and-a-half per cent. per annum shall become due in respect of such of the Debentures for securing the said sum of one hundred and seventy-one thousand seven hundred pounds as shall for the time being be subsisting pay out of the Revenues of India or moneys applicable in aid thereof into the Union Bank of London or some other Bank to be hereafter agreed upon to an account to be called the "Madras Railway Debenture Account" the aggregate amount of such interest as a fund to meet and provide for the payment of such interest and will on the first day of January one thousand eight hundred and seventy-six being the day mentioned in the same Debentures for the payment of the principal sums thereby secured pay out of the Revenues of India or such moneys as aforesaid to the same account the amount of the principal sums payable on the same Debentures as a fund to meet and provide for the payment of the same principal sums and the moneys to be paid to the said account under the terms of this clause shall be applied in the payment of such interest and principal accordingly and that the Secretary of State in Council will at all times hereafter (the costs and charges being defrayed out of the Revenues of India) well and sufficiently protect save harmless and keep indemnified the Company and their lands tenements goods chattels and effects whatsoever from and against all actions suits losses costs charges damages and expenses whatsoever which they shall or may suffer sustain expend or be put unto or which shall or may be commenced instituted sued or prosecuted against them by reason or in consequence of the same Debentures or any of them.

4th.—That the payment of the sums hereinbefore agreed to be paid by the Secretary of State in Council for interest on the said Debentures as aforesaid shall be in full satisfaction of all interest which under any contract heretofore entered into between the East India Company or the Secretary of State in Council and the Company for payment of interest would or might become payable in respect of the principal moneys raised by Debentures to which this contract relates and paid into the Bank of England to the account of the Secretary of State in Council of India as aforesaid and the interest guaranteed by the Secretary of State in Council on the same principal moneys and on all other Debenture Capital of the Company shall be taken into account in every half-year in estimating whether there is any excess of net receipts for that half-year to be divided between the Secretary of State in Council and the Company in the same manner as the interest guaranteed on the share Capital of the Company is to be so taken into account.

5th.—That all moneys which under the Covenants hereinafore or in any previous Agreement between the Secretary of State in Council and the Company in that behalf contained shall be paid by the Secretary of State in Council in payment of principal moneys secured by convertible or inconvertible Debentures shall be treated and considered

as Capital contributed by the Secretary of State in Council out of the Revenues of India to the joint stock of the Company and in order to give full effect to the rights of the Secretary of State in Council in respect of the Capital so contributed the Secretary of State in Council shall be at liberty at any time to name a person or persons into whose name or names as Trustee or Trustees for Her Majesty on account of the Government of India an equivalent number of shares or amount of stock may be placed and registered and thereupon such shares or stock shall be so placed and registered accordingly and upon such registration the said Trustees or Trustee shall be entitled to all rights benefits and advantages of shareholders in respect of the same shares or stock and in ascertaining whether in any half-year there is any excess of net receipts to be divided between the Secretary of State in Council and the Company the said Trustees or Trustee shall be credited with interest at the rate of five pounds per cent. per annum on the amount of shares or stock then standing in their or his names or name and should there ultimately prove to be any such excess such Trustees or Trustee shall be entitled to share therein rateably with the other shareholders of the Company.

6th.—That no moneys at any time raised or to be raised by Debentures whether convertible or inconvertible except moneys which shall have been raised by convertible Debentures and which Debentures shall have been subsequently exchanged for shares or ordinary stock shall for the purposes of the provision as to surrender and re-entry contained in the said Indenture of the second day of January one thousand eight hundred and seventy-one (being the eighth and tenth clauses respectively of that Indenture) be construed to be "Capital expended by the Company" Capital expended by the Company being for the purposes of those clauses only moneys originally raised by the issue of shares or ordinary stock in the Company and moneys raised by convertible Debentures which shall have been exchanged for shares or ordinary stock as aforesaid. And no moneys at any time raised by the Company by the issue of Debentures or Debenture stock which shall not have been converted into shares or ordinary stock shall be refunded to the Company as surplus moneys in case the same shall not have been required for the purposes of the undertaking but all such surplus moneys shall from the time when it shall be ascertained that they will not be so required belong to Her Majesty for the purposes of the Government of India.

7th.—That subject to the provisions herein contained the covenants and provisions of the said several recited Indentures shall so far as the same were subsisting immediately before the execution hereof be and remain in full force and effect as if these presents had not been made and executed.

In witness whereof Major-General Sir William Erskine Baker K.C.S. and Sir Henry James Summer Maine K.C.S.I. being two Members of the Council of India have hereunto set their hands and seals and the said Railway Company have caused their common seal to be affixed the day and year first above written.

Signed sealed and delivered by the said
Sir William Erskine Baker and Sir Henry
James Summer Maine being two Members of
the Council of India in the presence of

(Signed) ROBERT WICKENDEN,

Clerk to H. S. LAWFORD,
Solicitor, India Office

The Common Seal of the Madras Railway
Company hereunto affixed in the presence of

(Signed) J. T. SMITH, Directors.
G. N. TAYLOR,

(Signed) W. E. BAKER.

(") H. J. S. MAINE.

This Indenture made the twenty-eighth day of July one thousand eight hundred and seventy-five between THE SECRETARY OF STATE IN COUNCIL of the one part and THE MADRAS RAILWAY COMPANY (hereinafter called "the Company") of the other part Whereas the Company was established under a Deed of Settlement bearing date the twenty-sixth day of July one thousand eight hundred and fifty-two and was on or about the eleventh day of September one thousand eight hundred and fifty-two completely registered under the Act 7th and 8th Victoria C. 110 for the purpose of acquiring and holding lands in the East Indies and in Great Britain and making acquiring and working one or more Railways in India and was empowered to enter into Contracts with Her Majesty's Government here or in India or with the East India Company for the purpose of making Railways and working or leasing the same or otherwise And whereas by an Indenture bearing date the twenty-second day of December one thousand eight hundred and fifty-two and made between the East India Company of the one part and the Company of the other part It was amongst other things agreed that the Company should construct and open an experimental line of Railway to commence at or near to Madras and to take a direction towards the Western Coast of India at an estimated cost of five hundred thousand pounds sterling or thereabouts and that the land required for the said line should be provided by the East India Company and should be leased by the East India Company to the Company for the term of ninety-nine years to be computed from the date of the Indenture now in recital determinable by surrender or purchase as in the same Indenture is mentioned and that the East India Company should pay to the Company on the thirtieth day of June and the thirty-first day of December in every year during the said determinable term interest at the rate of four pounds ten shillings on the said sum of five hundred thousand pounds or on such part thereof as should for the time being be raised for the purposes of the said experimental line And in the Indenture now in recital was contained a provision that the net receipts of the same line of Railway realized in any half-year should be applied in respect of such half-year so as to exonerate them from the same and that the residue (if any) of such net receipts should be applied as follows namely one moiety thereof should be applied in payment of such sums as should at any previous times have been paid by the East India Company to the Company by way of interest as aforesaid together with simple interest on the sums so paid at the rate of four-and-a-half per cent. per annum from the times of payment respectively and the other moiety of the said surplus net receipts should be applied for the use and benefit of the Company And whereas by an Act of Parliament made and passed in the Session of the 16th year of the reign of Her Present Majesty intituled "An Act for incorporating the Madras Railway Company and for other purposes connected therewith" the Company was incorporated under the name of the Madras Railway Company for the purpose of making and constructing working and maintaining such Railway or Railways in the East Indies as had already been agreed upon or might thereafter be agreed upon between the Company and the East India Company And whereas by an Act of Parliament made and passed in the Session of the 17th year of the reign of Her Present Majesty being an Act to amend the last-mentioned Act the Company was empowered to enter into and conclude with the East India Company on account of the Government of India such contracts agreements and arrangements as the respective parties might agree upon for the extension of the said experimental line of Railway to the Western Coast of India and otherwise as therein mentioned And whereas by an Indenture bearing date the nineteenth day of December one thousand eight hundred and fifty-five and made between the East India Company of the one part and the Company of the other part A contract was entered into for the construction by the Company of an extension line of Railway to commence at some point in the said experimental line and to proceed to the Western Coast of India with a branch to Bangalore and the foot of the Hills towards Ootacamund at an estimated cost of four million pounds sterling or thereabouts and it was by the said Indenture now in recital agreed that the land required for the said extension line should be provided

by the East India Company and that the land required for the said experimental and extension Railways (which Railways when both are referred to are hereinafter called "the South-west Line") should be leased to the Company for the term of ninety-nine years to be computed from the date of the Indenture now in recital determinable by surrender or purchase as in the same Indenture was mentioned and that the East India Company should pay to the Company on the thirtieth day of June and the thirty-first day of December in every year during the same determinable term interest at the rate of five pounds per cent. per annum on the sum of five hundred thousand pounds which was called the First Extension Capital and Interest at the rate of four pounds fifteen shillings per cent. per annum on the sum of one million pounds which was called the Second Extension Capital and by the said Indenture now in recital covenants and agreements were entered into for the application of the net receipts on account of the said Railways and for the surrender by the Company of and for the purchase by the East India Company of the said South-west Line similar *mutatis mutandis* to the provisions contained in the hereinbefore recited Indenture of the twenty-second day of December one thousand eight hundred and fifty-two. Concerning the application of the net receipts of the Company on account of the said experimental line and concerning the surrender and purchase of the same line and otherwise relating thereto and certain of the provisions of the said Indenture now in recital being made to apply to the said experimental line it was thereby provided that such of the covenants terms and provisions of the said Indenture of the twenty-second day of December one thousand eight hundred and fifty-two as were inconsistent with any of the terms and provisions of the said Indenture now in recital or as related to objects which were provided for by the last-mentioned Indenture were and should be deemed to be superseded by the lastly mentioned Indenture. And whereas a further sum of one million pounds additional share Capital was created and issued by the Company in or about the month of March one thousand eight hundred and fifty-six for the purposes of the said South-west Line under an arrangement with the said East India Company for a guarantee of five pounds per cent. thereon which said Capital was called Third Extension Capital. And whereas by an Indenture bearing date the thirteenth day of August one thousand eight hundred and fifty-eight and made between the East India Company of the one part and the Company of the other part a contract was entered into for the construction by the Company of a line of Railway to commence at or near Madras and to proceed in a north-westerly direction to or near to Bellary as a distinct line of Railway (and which Railway is hereinafter called the North-west Line) and by the same Indenture the East India Company agreed to guarantee interest at the rate of five pounds per cent. per annum upon the further Capital of one million pounds which had been created and issued by the Company for the purposes of such new line and which Capital was called Fourth Extension Capital and in the same Indenture were contained similar covenants and provisions to those contained in the said Indenture of the nineteenth day of December one thousand eight hundred and fifty-five with respect to the said extension line and it was thereby provided that the accounts of the North-west Line both as to Capital and Revenue should be kept separate and distinct from the accounts of the South-west Line. And whereas under the provision of the Act of the twenty-first and twenty-second years of Her Majesty Cap. 106 intituled "An Act for the better Government of India" the Territories of the East India Company and the rights in relation thereto became vested in Her Majesty and those rights are now exercised in her name by the Secretary of State in Council of India and by that Act all Acts and provisions then in force under charter or otherwise concerning India were subject to the provisions of that Act to continue in force and be construed as referring to the Secretary of State in Council in the place of the East India Company and it was by that Act enacted that all contracts covenants liabilities and engagements of the East India Company made incurred or entered into before the commencement of that Act might be enforced by and against the Secretary of State in Council in like manner and in the same Courts as they might have been by and against the East India Company if the Act had not been passed. And whereas the Company in the month of June one thousand eight hundred and fifty-nine obtained the sanction of the Secretary of State in Council to their raising

for the purposes of the South-west Line the further sum of one million pounds on Loan upon Debentures of the class hereinafter referred to as convertible and bearing interest at the rate of five pounds per cent. per annum the principal moneys and interest being guaranteed and payable by the Secretary of State in Council under the provisions of an Indenture bearing date the thirteenth day of March one thousand eight hundred and sixty and made between the Secretary of State in Council of the one part and the Company of the other part. And whereas the Company in the month of December one thousand eight hundred and sixty obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds upon Debentures of the class hereinafter referred to as inconvertible. And whereas the Company raised the sum of three hundred and thirty-three thousand three hundred pounds part of the said sum of one million pounds upon inconvertible Debentures and the sum of six hundred and sixty-six thousand seven hundred pounds the remainder thereof upon convertible Debentures. And the Company in the month of May one thousand eight hundred and sixty-two obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of two million pounds by the issue of shares and the Company in the month of April one thousand eight hundred and sixty-six obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds as to five hundred thousand pounds part thereof upon convertible Debentures and as to five hundred thousand pounds the remainder thereof by the issue of shares and by an Indenture bearing date the twenty-eighth day of October one thousand eight hundred and sixty-seven and made between the Secretary of State in Council of the one part and the Company of the other part the Secretary of State in Council guaranteed to the Company the payment of all principal moneys and interest payable by the Secretary of State in Council in respect of the share and Debenture Capital so as aforesaid authorized to be raised since the date of the said Indenture of the thirteenth day of March one thousand eight hundred and sixty. And whereas the Company in the month of December one thousand eight hundred and sixty-seven obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of one million pounds by the issue of shares and the whole of such sum has since been raised. And whereas the Company in the month of August one thousand eight hundred and seventy obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds so much of that sum as would be required to pay off Debentures of the Company falling due on the thirty-first December one thousand eight hundred and seventy to be raised on Debentures bearing interest at the rate of four-and-a-half per cent. per annum and the remainder of the said sum to be raised by the issue of shares at such premiums as might be agreed on. And whereas the sum of one hundred and million pounds there has been raised upon inconvertible Debentures the sum of one hundred and seventy-one thousand seven hundred pounds only which has been applied as follows that is to say one hundred and sixty-seven thousand nine hundred and fifty pounds part thereof in repayments of inconvertible Debentures for that amount which fell due on the thirty-first day of December one thousand eight hundred and seventy and three thousand seven hundred and fifty pounds the balance thereof has with the sanction of the Secretary of State in Council been applied for the purposes of the undertaking of the Company. And whereas each inconvertible Debenture so issued as last aforesaid was in a form approved by the Secretary of State in Council and contained an obligation on the part of the Company to the payment of the principal sum mentioned in the Debenture on the first day of January one thousand eight hundred and seventy-six and for payment in the meantime of interest thereon at the rate of four-and-a-half per cent. per annum on the first day of July and the first day of January in every year at the Union Bank of London. And whereas the total amount of the inconvertible Debentures of the Company now in existence is five hundred thousand pounds. And whereas by an Indenture bearing date the second day of January one thousand eight hundred and seventy-one and made between the Secretary of State in Council of the one part and the Company of the other part it was

amongst other things agreed that the several undertakings of the Company should as from and after the first day of July one thousand eight hundred and seventy be consolidated into one undertaking with one and the same Capital and Revenue Account and that the land required for the consolidated undertaking should be leased to the Company by the Secretary of State in Council for the term of ninety-nine years from the first day of December one thousand eight hundred and fifty-seven determinable as in the same Indenture is mentioned and in the Indenture now in recital was contained a proviso that the net receipts which should be realized during any half-year on every line of Railway belonging to the Company should as from the first day of July one thousand eight hundred and seventy belong to the Secretary of State in Council as part of the Revenues of India but that in case any half-year such net receipts should exceed the aggregate amount of interest payable for such half-year by the Secretary of State in Council under the contracts for the time subsisting guaranteeing the payment of interest then a moiety of such excess should belong and be paid to the Company And whereas the Company in the month of June one thousand eight hundred and seventy-one obtained the sanction of the Secretary of State in Council to their raising for the purposes of the consolidated undertaking by the issue of shares at par bearing interest at the rate of five per cent. per annum the sum of eight hundred and twenty-eight thousand three hundred pounds the residue of the sum of one million pounds which the Company had been authorized to raise in the month of August one thousand eight hundred and seventy as aforesaid And whereas the whole of the said last-mentioned sum of eight hundred and twenty-eight thousand three hundred pounds has been created and issued but the whole amount thereof has not yet been fully paid up And whereas the authorized share and Debenture Capital of the Company amounts to the sum of eleven million pounds of which the sum of ten million three hundred and seventy-five thousand nine hundred pounds is represented by stock and shares the sum of one hundred and twenty-four thousand one hundred pounds is represented by convertible Debentures which confer on the owners thereof the privilege of exchanging the same for shares in the Company and five hundred thousand pounds is represented by inconvertible Debentures which confer no such privilege And whereas on the thirty-first day of December one thousand eight hundred and seventy-three the said sum of ten million three hundred and seventy-five thousand nine hundred pounds representing the stock and share Capital of the Company was made up as follows that is to say nine million five hundred and thirty thousand three hundred and thirty-two pounds had been fully paid up seven thousand four hundred and thirty-five pounds was due in respect of calls made prior to that date but not paid and six hundred and forty-four thousand two hundred and eighty-three pounds represented calls not then made making together the sum of ten million one hundred and eighty-two thousand and fifty pounds which left a balance of share Capital created but not issued of one hundred and ninety-three thousand eight hundred and fifty pounds And whereas the Secretary of State in Council has at the request of the Company agreed to execute these presents And whereas the Covenants hereinafter entered into on the part of the Secretary of State in Council are entered into with the concurrence of a majority of votes at a meeting of the Council of India Now this Indenture witnesseth that in consideration of the premises the Secretary of State in Council doth hereby for himself (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Secretary of State in Council) covenant with the Company and their successors And the Company do hereby for themselves and their successors (so far as the covenants and agreements hereinafter contained are to be observed and performed by them) covenant with the Secretary of State in Council in manner following (that is to say)

1st.—That the Secretary of State in Council will from time to time during the residue of the said determinable term of ninety-nine years by the said Indenture of the second day of January one thousand eight hundred and seventy-one agreed to be granted pay to the Company out of the Revenues of India or moneys applicable in aid thereof half-yearly on the first day of June and the first day of December at every year interest at the rate of five pounds per cent. per annum the sum of one million three hundred and seventy-five thousand nine hundred pounds as at then

of December one thousand eight hundred and sixty-seven and also on the said sum of eight hundred and twenty-eight thousand three hundred pounds so as aforesaid authorized to be raised in the month of June one thousand eight hundred and seventy-one or on so much of the said last-mentioned sum as shall for the time being have been paid by the Company such interest as to so much of the said last-mentioned sum as has not been paid being considered as running in the first instance from the day on which the same Capital sum shall be so paid.

2nd.—That as to so much of the said sum of eight hundred and twenty-eight thousand three hundred pounds as has not already been raised and paid the Company will raise and pay the same into the Bank of England to the account of the Secretary of State in Council at such times and in such instalments as the Secretary of State in Council shall from time to time determine.

3rd.—That the Secretary of State in Council will as often as and when the half-yearly interest at the rate of four-and-a-half per cent. per annum shall become due in respect of such of the Debentures for securing the said sum of one hundred and seventy-one thousand seven hundred pounds as shall for the time being be subsisting pay out of the Revenues of India or moneys applicable in aid thereof into the Union Bank of London or some other Bank to be hereafter agreed upon to an account to be called the "Madras Railway Debenture Account" the aggregate amount of such interest as a fund to meet and provide for the payment of such interest and will on the first day of January one thousand eight hundred and seventy-six being the day mentioned in the same Debentures for the payment of the principal sums thereby secured pay out of the Revenues of India or such moneys as aforesaid to the same account the amount of the principal sums payable on the same Debentures as a fund to meet and provide for the payment of the same principal sums and the moneys to be paid to the said account under the terms of this clause shall be applied in the payment of such interest and principal accordingly and that the Secretary of State in Council will at all times hereafter (the costs and charges being defrayed out of the Revenues of India) well and sufficiently protect save harmless and keep indemnified the Company and their lands, tenements goods chattels and effects whatsoever from and against all actions suits losses costs charges damages and expenses whatsoever which they shall or may suffer sustain expend or be put unto or which shall or may be commenced instituted sued or prosecuted against them by reason or in consequence of the same Debentures or any of them.

4th.—That the payment of the sums hereinbefore agreed to be paid by the Secretary of State in Council for interest on the said Debentures as aforesaid shall be in full satisfaction of all interest which under any contract heretofore entered into between the East India Company or the Secretary of State in Council and the Company for payment of interest would or might become payable in respect of the principal moneys raised by Debentures to which this contract relates and paid into the Bank of England to the account of the Secretary of State in Council of India as aforesaid and the interest guaranteed by the Secretary of State in Council on the same principal moneys and on all other Debenture Capital of the Company shall be taken into account in every half-year in estimating whether there is any excess of net receipts for that half-year to be divided between the Secretary of State in Council and the Company in the same manner as the interest guaranteed on the share Capital of the Company is to be so taken into account.

5th.—That all moneys which under the Covenants hereinbefore or in any previous Agreement between the Secretary of State in Council and the Company in that behalf contained shall be paid by the Secretary of State in Council in payment of principal moneys secured by convertible or inconvertible Debentures shall be treated and considered

as Capital contributed by the Secretary of State in Council out of the Revenues of India to the joint stock of the Company and in order to give full effect to the rights of the Secretary of State in Council in respect of the Capital so contributed the Secretary of State in Council shall be at liberty at any time to name a person or persons into whose name or names as Trustee or Trustees for Her Majesty on account of the Government of India an equivalent number of shares or amount of stock may be placed and registered and thereupon such shares or stock shall be so placed and registered accordingly and upon such registration the said Trustees or Trustee shall be entitled to all rights benefits and advantages of shareholders in respect of the same shares or stock and in ascertaining whether in any half-year there is any excess of net receipts to be divided between the Secretary of State in Council and the Company the said Trustees or Trustee shall be credited with interest at the rate of five pounds per cent. per annum on the amount of shares or stock then standing in their or his names or name and should there ultimately prove to be any such excess such Trustees or Trustee shall be entitled to share therein rateably with the other shareholders of the Company.

6th.—That no moneys at any time raised or to be raised by Debentures whether convertible or inconvertible except moneys which shall have been raised by convertible Debentures and which Debentures shall have been subsequently exchanged for shares or ordinary stock shall for the purposes of the provision as to surrender and re-entry contained in the said Indenture of the second day of January one thousand eight hundred and seventy-one (being the eighth and tenth clauses respectively of that Indenture) be construed to be "Capital expended by the Company." Capital expended by the Company being for the purposes of these clauses only moneys originally raised by the issue of shares or ordinary stock in the Company and moneys raised by convertible Debentures which shall have been exchanged for shares or ordinary stock as aforesaid. And no moneys at any time raised by the Company by the issue of Debentures or Debenture stock which shall not have been converted into shares or ordinary stock shall be refunded to the Company as surplus moneys in case the same shall not have been required for the purposes of the undertaking but all such surplus moneys shall from the time when it shall be ascertained that they will not be so required belong to Her Majesty for the purposes of the Government of India.

7th.—That subject to the provisions herein contained the covenants and provisions of the said several recited Indentures shall so far as the same were subsisting immediately before the execution hereof be and remain in full force and effect as if those presents had not been made and executed.

In witness whereof Major-General Sir William Erskine Baker K.C.B. and Sir Henry James Summer Maine K.C.S.I. being two Members of the Council of India have hereunto set their hands and seals and the said Railway Company have caused their common seal to be affixed the day and year first above writ.

Signed sealed and delivered by the said Sir William Erskine Baker and Sir Henry James Summer Maine being two Members of the Council of India in the presence of

(Signed) W. E. BAKER.

(") H. J. S. MAINE.

(Signed) ROBERT WICKENDEN,

Clerk to H. S. LAWFORD,
Solicitor, India Office

The Common Seal of the Madras Railway Company hereunto affixed in the presence of

(Signed) J. T. SMITH,
(") G. N. TAYLOR, } Directors.

This Indenture made the twenty-eighth day of July one thousand eight hundred and seventy-five between THE SECRETARY OF STATE IN COUNCIL of the one part and THE MADRAS RAILWAY COMPANY (hereinafter called "the Company") of the other part Whereas the Company was established under a Deed of Settlement bearing date the twenty-sixth day of July one thousand eight hundred and fifty-two and was on or about the eleventh day of September one thousand eight hundred and fifty-two completely registered under the Act 7th and 8th Victoria C. 110 for the purpose of acquiring and holding lands in the East Indies and in Great Britain and making acquiring and working one or more Railways in India and was empowered to enter into Contracts with Her Majesty's Government here or in India or with the East India Company for the purpose of making Railways and working or leasing the same or otherwise And whereas by an Indenture bearing date the twenty-second day of December one thousand eight hundred and fifty-two and made between the East India Company of the one part and the Company of the other part It was amongst other things agreed that the Company should construct and open an experimental line of Railway to commence at or near to Madras and to take a direction towards the Western Coast of India at an estimated cost of five hundred thousand pounds sterling or thereabouts and that the land required for the said line should be provided by the East India Company and should be leased by the East India Company to the Company for the term of ninety-nine years to be computed from the date of the Indenture now in recital determinable by surrender or purchase as in the same Indenture is mentioned and that the East India Company should pay to the Company on the thirtieth day of June and the thirty-first day of December in every year during the said determinable term interest at the rate of four pounds ten shillings on the said sum of five hundred thousand pounds or on such part thereof as should for the time being be raised for the purposes of the said experimental line And in the Indenture now in recital was contained a provision that the net receipts of the same line of Railway realized in any half-year should be applied in the first place in discharge of the interest payable by the East India Company as aforesaid in respect of such half-year so as to exonerate them from the same and that the residue (if any) of such net receipts should be applied as follows namely one moiety thereof should be applied in payment of such sums as should at any previous times have been paid by the East India Company to the Company by way of interest as aforesaid together with simple interest on the sums so paid at the rate of four-and-a-half per cent. per annum from the times of payment respectively and the other moiety of the said surplus net receipts should be applied for the use and benefit of the Company And whereas by an Act of Parliament made and passed in the Session of the 16th year of the reign of Her Present Majesty intituled "An Act for incorporating the Madras Railway Company and for other purposes connected therewith" the Company was incorporated under the name of the Madras Railway Company for the purpose of making and constructing working and maintaining such Railway or Railways in the East Indies as had already been agreed upon or might thereafter be agreed upon between the Company and the East India Company And whereas by an Act of Parliament made and passed in the Session of the 17th year of the reign of Her Present Majesty being an Act to amend the last-mentioned Act the Company was empowered to enter into and conclude with the East India Company on account of the Government of India such contracts agreements and arrangements as the respective parties might agree upon for the extension of the said experimental line of Railway to the Western Coast of India and otherwise as therein mentioned And whereas by an Indenture bearing date the nineteenth day of December one thousand eight hundred and fifty-five and made between the East India Company of the one part and the Company of the other part A contract was entered into for the construction by the Company of an extension line of Railway to commence at some point in the said experimental line and to proceed to the Western Coast of India with a branch to Bangalore and the foot of the Hills towards Ootacamund at an estimated cost of four million pounds sterling or thereabouts and it was by the said Indenture now in recital agreed that the land required for the said extension line should be provided

by the East India Company and that the land required for the said experimental and extension Railways (which Railways when both are referred to are hereinafter called "the South-west Line") should be leased to the Company for the term of ninety-nine years to be computed from the date of the Indenture now in recital determinable by surrender or purchase as in the same Indenture was mentioned and that the East India Company should pay to the Company on the thirtieth day of June and the thirty-first day of December in every year during the same determinable term interest at the rate of five pounds per cent. per annum on the sum of five hundred thousand pounds which was called the First Extension Capital and Interest at the rate of four pounds fifteen shillings per cent. per annum on the sum of one million pounds which was called the Second Extension Capital and by the said Indenture now in recital covenants and agreements were entered into for the application of the net receipts on account of the said Railways and for the surrender by the Company of and for the purchase by the East India Company of the said South-west Line similar *mutatis mutandis* to the provisions contained the hereinbefore recited Indenture of the twenty-second day of December one thousand eight hundred and fifty-two. Concerning the application of the net receipts of the Company on account of the said experimental line and concerning the surrender and purchase of the same line and otherwise relating thereto and certain of the provisions of the said Indenture now in recital being made to apply to the said experimental line it was thereby provided that such of the covenants terms and provisions of the said Indenture of the twenty-second day of December one thousand eight hundred and fifty-two as were inconsistent with any of the terms and provisions of the said Indenture now in recital or as related to objects which were provided for by the last-mentioned Indenture were and should be deemed to be superseded by the last-mentioned Indenture. And whereas a further sum of one million pounds additional share Capital was created and issued by the Company in or about the month of March one thousand eight hundred and fifty-six for the purposes of the said South-west Line under an arrangement with the said East India Company for a guarantee of five pounds per cent. thereon which said Capital was called Third Extension Capital. And whereas by an Indenture bearing date the thirteenth day of August one thousand eight hundred and fifty-eight and made between the East India Company of the one part and the Company of the other part a contract was entered into for the construction by the Company of a line of Railway to commence at or near Madras and to proceed in a north-westerly direction to or near to Bellary as a distinct line of Railway (and which Railway is hereinafter called the North-west Line) and by the same Indenture the East India Company agreed to guarantee interest at the rate of five pounds per cent. per annum upon the further Capital of one million pounds which had been created and issued by the Company for the purposes of such new line and which Capital was called Fourth Extension Capital and in the same Indenture were contained similar covenants and provisions to those contained in the said Indenture of the nineteenth day of December one thousand eight hundred and fifty-five with respect to the said extension line and it was thereby provided that the accounts of the North-west Line both as to Capital and Revenue should be kept separate and distinct from the accounts of the South-west Line. And whereas under the provisions of the Act of the twenty-first and twenty-second years of Her Majesty Cap. 106 intituled "An Act for the better Government of India" the Territories of the East India Company and their rights in relation thereto became vested in Her Majesty and those rights are now exercised in her name by the Secretary of State in Council of India and by that Act all Acts and provisions then in force under charter or otherwise concerning India were subject to the provisions of that Act to continue in force and be construed as referring to the Secretary of State in Council in the place of the East India Company and it was by that Act enacted that all contracts covenants liabilities and engagements of the East India Company made incurred or entered into before the commencement of that Act might be enforced by and against the Secretary of State in Council in like manner and in the same Courts as they might have been by and against the East India Company if that Act had not been passed. And whereas the Company in the month of June one thousand eight hundred and fifty-nine obtained the sanction of the Secretary of State in Council to their raising

for the purposes of the South-west Line the further sum of one million pounds on Loan upon Debentures of the class hereinafter referred to as convertible and bearing interest at the rate of five pounds per cent. per annum the principal moneys and interest being guaranteed and payable by the Secretary of State in Council under the provisions of an Indenture bearing date the thirteenth day of March one thousand eight hundred and sixty and made between the Secretary of State in Council of the one part and the Company of the other part. And whereas the Company in the month of December one thousand eight hundred and sixty obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds upon Debentures of the class hereinafter referred to as inconvertible. And whereas the Company raised the sum of three hundred and thirty-three thousand three hundred pounds part of the said sum of one million pounds upon inconvertible Debentures and the sum of six hundred and sixty-six thousand seven hundred pounds the remainder thereof upon convertible Debentures. And the Company in the month of May one thousand eight hundred and sixty-two obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of two million pounds by the issue of shares and the Company in the month of April one thousand eight hundred and sixty-six obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds as to five hundred thousand pounds part thereof upon convertible Debentures and as to five hundred thousand pounds the remainder thereof by the issue of shares and by an Indenture bearing date the twenty-eighth day of October one thousand eight hundred and sixty-seven and made between the Secretary of State in Council of the one part and the Company of the other part the Secretary of State in Council guaranteed to the Company the payment of all principal moneys and interest payable by the Secretary of State in Council in respect of the share and Debenture Capital so as aforesaid authorized to be raised since the date of the said Indenture of the thirteenth day of March one thousand eight hundred and sixty. And whereas the Company in the month of December one thousand eight hundred and sixty-seven obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of one million pounds by the issue of shares and the whole of such sum has since been raised. And whereas the Company in the month of August one thousand eight hundred and seventy obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds so much of that sum as would be required to pay off Debentures of the Company falling due on the thirty-first December one thousand eight hundred and seventy to be raised on Debentures bearing interest at the rate of four-and-a-half per cent. per annum and the remainder of the said sum to be raised by the issue of shares at such premiums as might be agreed on. And whereas of the last-mentioned sum of one million pounds there has been raised upon inconvertible Debentures the sum of one hundred and seventy-one thousand seven hundred pounds only which has been applied as follows that is to say one hundred and sixty-seven thousand nine hundred and fifty pounds part thereof in repayments of inconvertible Debentures for that amount which fell due on the thirty-first day of December one thousand eight hundred and seventy and three thousand and one hundred and fifty pounds the balance thereof has with the sanction of the Secretary of State in Council been applied for the purposes of the undertaking of the Company. And whereas each inconvertible Debenture so issued as last aforesaid was in a form approved of by the Secretary of State in Council and contained an obligation on the part of the Company for payment of the principal sum mentioned in the Debenture on the first day of January one thousand eight hundred and seventy-six and for payment in the meantime of interest thereon at the rate of four-and-a-half per cent. per annum on the first day of July and the first day of January in every year at the Union Bank of London. And whereas the total amount of the inconvertible Debentures of the Company now in existence is five hundred thousand pounds. And whereas by an Indenture bearing date the second day of January one thousand eight hundred and seventy-one and made between the Secretary of State in Council of the one part and the Company of the other part it was

amongst other things agreed that the several undertakings of the Company should as from and after the first day of July one thousand eight hundred and seventy be consolidated into one undertaking with one and the same Capital and Revenue Account and that the land required for the consolidated undertaking should be leased to the Company by the Secretary of State in Council for the term of ninety-nine years from the first day of December one thousand eight hundred and fifty-seven determinable as in the same Indenture is mentioned and in the Indenture now in recital was contained a proviso that the net receipts which should be realized during any half-year on every line of Railway belonging to the Company should as from the first day of July one thousand eight hundred and seventy belong to the Secretary of State in Council as part of the Revenues of India but that in case any half-year such net receipts should exceed the aggregate amount of interest payable for such half-year by the Secretary of State in Council under the contracts for the time subsisting guaranteeing the payment of interest then a moiety of such excess should belong and be paid to the Company And whereas the Company in the month of June one thousand eight hundred and seventy-one obtained the sanction of the Secretary of State in Council to their raising for the purposes of the consolidated undertaking by the issue of shares at par bearing interest at the rate of five per cent. per annum the sum of eight hundred and twenty-eight thousand three hundred pounds the residue of the sum of one million pounds which the Company had been authorized to raise in the month of August one thousand eight hundred and seventy as aforesaid And whereas the whole of the said last-mentioned sum of eight hundred and twenty-eight thousand three hundred pounds has been created and issued but the whole amount thereof has not yet been fully paid up And whereas the authorized share and Debenture Capital of the Company amounts to the sum of eleven million pounds of which the sum of ten million three hundred and seventy-five thousand nine hundred pounds is represented by stock and shares the sum of one hundred and twenty-four thousand one hundred pounds is represented by convertible Debentures which confer on the owners thereof the privilege of exchanging the same for shares in the Company and five hundred thousand pounds is represented by inconvertible Debentures which confer no such privilege And whereas on the thirty-first day of December one thousand eight hundred and seventy-three the said sum of ten million three hundred and seventy-five thousand nine hundred pounds representing the stock and share Capital of the Company was made up as follows that is to say nine million five hundred and thirty thousand three hundred and thirty-two pounds had been fully paid up seven thousand four hundred and thirty-five pounds was due in respect of calls made prior to that date but not paid and six hundred and forty-four thousand two hundred and eighty-three pounds represented calls not then made making together the sum of ten million one hundred and eighty-two thousand and fifty pounds which left a balance of share Capital created but not issued of one hundred and ninety-three thousand eight hundred and fifty pounds And whereas the Secretary of State in Council has at the request of the Company agreed to execute these presents And whereas the Covenants hereinafter entered into on the part of the Secretary of State in Council are entered into with the concurrence of a majority of votes at a meeting of the Council of India Now this Indenture witnesseth that in consideration of the premises the Secretary of State in Council Doth hereby for himself (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Secretary of State in Council) covenant with the Company and their successors And the Company do hereby for themselves and their successors (so far as the covenants and agreements hereinafter contained are to be observed and performed by them) covenant with the Secretary of State in Council in manner following (that is to say)

1st.—That the Secretary of State in Council will from time to time during the residue of the said determinable term of ninety-nine years by the said Indenture of the second day of January one thousand eight hundred and seventy-one agreed to be granted pay to the Company out of the Revenues of India or moneys applicable in aid thereof half-yearly on the thirtieth day of June and the thirty-first day of December in every year interest at the rate of five pounds per cent. per annum on the sum of one million pounds so as aforesaid authorized to be raised in the month

of December one thousand eight hundred and sixty-seven and also on the said sum of eight hundred and twenty-eight thousand three hundred pounds so as aforesaid authorized to be raised in the month of June one thousand eight hundred and seventy-one or on so much of the said last-mentioned sum as shall for the time being have been paid by the Company such interest as to so much of the said last-mentioned sum as has not been paid being considered as running in the first instance from the day on which the same Capital sum shall be so paid.

2nd.—That as to so much of the said sum of eight hundred and twenty-eight thousand three hundred pounds as has not already been raised and paid the Company will raise and pay the same into the Bank of England to the account of the Secretary of State in Council at such times and in such instalments as the Secretary of State in Council shall from time to time determine.

3rd.—That the Secretary of State in Council will as often as and when the half-yearly interest at the rate of four-and-a-half per cent. per annum shall become due in respect of such of the Debentures for securing the said sum of one hundred and seventy-one thousand seven hundred pounds as shall for the time being be subsisting pay out of the Revenues of India or moneys applicable in aid thereof into the Union Bank of London or some other Bank to be hereafter agreed upon to an account to be called the "Madras Railway Debenture Account" the aggregate amount of such interest as a fund to meet and provide for the payment of such interest and will on the first day of January one thousand eight hundred and seventy-six being the day mentioned in the same Debentures for the payment of the principal sums thereby secured pay out of the Revenues of India or such moneys as aforesaid to the same account the amount of the principal sums payable on the same Debentures as a fund to meet and provide for the payment of the same principal sums and the moneys to be paid to the said account under the terms of this clause shall be applied in the payment of such interest and principal accordingly and that the Secretary of State in Council will at all times hereafter (the costs and charges being defrayed out of the Revenues of India) well and sufficiently protect save harmless and keep indemnified the Company and their lands tenements goods chattels and effects whatsoever from and against all actions suits losses costs charges damages and expenses whatsoever which they shall or may suffer sustain expend or be put unto or which shall or may be commenced instituted sued or prosecuted against them by reason or in consequence of the same Debentures or any of them.

4th.—That the payment of the sums hereinbefore agreed to be paid by the Secretary of State in Council for interest on the said Debentures as aforesaid shall be in full satisfaction of all interest which under any contract heretofore entered into between the East India Company or the Secretary of State in Council and the Company for payment of interest would or might become payable in respect of the principal moneys raised by Debentures to which this contract relates and paid into the Bank of England to the account of the Secretary of State in Council of India as aforesaid and the interest guaranteed by the Secretary of State in Council on the same principal moneys and on all other Debenture Capital of the Company shall be taken into account in every half-year in estimating whether there is any excess of net receipts for that half-year to be divided between the Secretary of State in Council and the Company in the same manner as the interest guaranteed on the share Capital of the Company is to be so taken into account.

5th.—That all moneys which under the Covenants hereinbefore or in any previous Agreement between the Secretary of State in Council and the Company in that behalf contained shall be paid by the Secretary of State in Council in payment of principal moneys secured by convertible or inconvertible Debentures shall be treated and considered

as Capital contributed by the Secretary of State in Council out of the Revenue of India to the joint stock of the Company and in order to give full effect to the rights of the Secretary of State in Council in respect of the Capital so contributed the Secretary of State in Council shall be at liberty at any time to name a person or persons into whose name or names as Trustee or Trustees for Her Majesty on account of the Government of India an equivalent number of shares or amount of stock may be placed and registered and thereupon such shares or stock shall be so placed and registered accordingly and upon such registration the said Trustee or Trustee shall be entitled to all rights benefits and advantages of shareholders in respect of the same shares or stock and in ascertaining whether in any half-year there is any excess of net receipts to be divided between the Secretary of State in Council and the Company the said Trustee or Trustee shall be credited with interest at the rate of five pounds per cent. per annum on the amount of shares or stock then standing in their or his names or name and should there ultimately prove to be any such excess such Trustee or Trustee shall be entitled to share therein rateably with the other shareholders of the Company.

6th.—That no moneys at any time raised or to be raised by Debentures whether convertible or inconvertible except moneys which shall have been raised by convertible Debentures and which Debentures shall have been subsequently exchanged for shares or ordinary stock shall for the purposes of the provision as to surrender and redemption contained in the said Indenture of the second day of January one thousand eight hundred and seventy-one (being the eighth and tenth clauses respectively of that Indenture) be construed to be "Capital expended by the Company" Capital expended by the Company being for the purposes of those clauses only moneys originally raised by the issue of shares or ordinary stock in the Company and moneys raised by convertible Debentures which shall have been exchanged for shares or ordinary stock as aforesaid. And no moneys at any time raised by the Company by the issue of Debentures or Debenture stock which shall not have been converted into shares or ordinary stock shall be refunded to the Company as surplus moneys in case the same shall not have been required for the purposes of the undertaking but all such surplus moneys shall from the time when it shall be ascertained that they will not be so required belong to Her Majesty for the purposes of the Government of India.

7th.—That subject to the provisions herein contained the covenants and provisions of the said several recited Indentures shall so far as the same were subsisting immediately before the execution hereof be and remain in full force and effect as if these presents had not been made and executed.

In witness whereof Major-General Sir William Erskine Baker K.C.B. and Sir Henry James Summer Maine K.C.S.I. being two Members of the Council of India have hereunto set their hands and seals and the said Railway Company have caused their common seal to be affixed the day and year first above written.

Signed sealed and delivered by Sir William Erskine Baker and Sir Henry James Summer Maine being two Members of the Council of India in the presence of

(Signed) ROBERT WICKENDEN,

Clerk to H. S. LAWFORD,
Solicitor, India Office

The Common Seal of the Madras Railway Company hereunto affixed in the presence of

(Signed) J. T. SMITH,
(") G. N. TAYLOR, Directors.

(Signed) W. E. BAKER.
(") H. J. S. MAINE.

This Indenture made the twenty-eighth day of July one thousand eight hundred and seventy-five between THE SECRETARY OF STATE IN COUNCIL of the one part and THE MADRAS RAILWAY COMPANY (hereinafter called "the Company") of the other part Whereas the Company was established under a Deed of Settlement bearing date the twenty-sixth day of July one thousand eight hundred and fifty-two and was on or about the eleventh day of September one thousand eight hundred and fifty-two completely registered under the Act 7th and 8th Victoria C. 110 for the purpose of acquiring and holding lands in the East Indies and in Great Britain and making acquiring and working one or more Railways in India and was empowered to enter into Contracts with Her Majesty's Government here or in India or with the East India Company for the purpose of making Railways and working or leasing the same or otherwise And whereas by an Indenture bearing date the twenty-second day of December one thousand eight hundred and fifty-two and made between the East India Company of the one part and the Company of the other part It was amongst other things agreed that the Company should construct and open an experimental line of Railway to commence at or near to Madras and to take a direction towards the Western Coast of India at an estimated cost of five hundred thousand pounds sterling or thereabouts and that the land required for the said line should be provided by the East India Company and should be leased by the East India Company to the Company for the term of ninety-nine years to be computed from the date of the Indenture now in recital determinable by surrender or purchase as in the same Indenture is mentioned and that the East India Company should pay to the Company on the thirtieth day of June and the thirty-first day of December in every year during the said determinable term interest at the rate of four pounds ten shillings on the said sum of five hundred thousand pounds or on such part thereof as should for the time being be raised for the purposes of the said experimental line And in the Indenture now in recital was contained a provision that the net receipts of the same line of Railway realized in any half-year should be applied in the first place in discharge of the interest payable by the East India Company as aforesaid in respect of such half-year so as to exonerate them from the same and that the residue (if any) of such net receipts should be applied as follows namely one moiety thereof should be applied in payment of such sums as should at any previous times have been paid by the East India Company to the Company by way of interest as aforesaid together with simple interest on the sums so paid at the rate of four-and-a-half per cent. per annum from the times of payment respectively and the other moiety of the said surplus net receipts should be applied for the use and benefit of the Company And whereas by an Act of Parliament made and passed in the Session of the 16th year of the reign of Her Present Majesty intituled "An Act for incorporating the Madras Railway Company and for other purposes connected therewith" the Company was incorporated under the name of the Madras Railway Company for the purpose of making and constructing working and maintaining such Railway or Railways in the East Indies as had already been agreed upon or might thereafter be agreed upon between the Company and the East India Company And whereas by an Act of Parliament made and passed in the Session of the 17th year of the reign of Her Present Majesty being an Act to amend the last-mentioned Act the Company was empowered to enter into and conclude with the East India Company on account of the Government of India such contracts agreements and arrangements as the respective parties might agree upon for the extension of the said experimental line of Railway to the Western Coast of India and otherwise as therein mentioned And whereas by an Indenture bearing date the nineteenth day of December one thousand eight hundred and fifty-five and made between the East India Company of the one part and the Company of the other part A contract was entered into for the construction by the Company of an extension line of Railway to commence at some point in the said experimental line and to proceed to the Western Coast of India with a branch to Bangalore and the foot of the Hills towards Ootacamund at an estimated cost of four million pounds sterling or thereabouts and it was by the said Indenture now in recital agreed that the land required for the said extension line should be provided

by the East India Company and that the land required for the said experimental and extension Railways (which Railways when both are referred to are hereinafter called "the South-west Line") should be leased to the Company for the term of ninety-nine years to be computed from the date of the Indenture now in recital determinable by surrender or purchase as in the same Indenture was mentioned and that the East India Company should pay to the Company on the thirtieth day of June and the thirty-first day of December in every year during the same determinable term interest at the rate of five pounds per cent. per annum on the sum of five hundred thousand pounds which was called the First Extension Capital and Interest at the rate of four pounds fifteen shillings per cent. per annum on the sum of one million pounds which was called the Second Extension Capital and by the said Indenture now in recital covenants and agreements were entered into for the application of the net receipts on account of the said Railways and for the surrender by the Company of and for the purchase by the East India Company of the said South-west Line similar *mutatis mutandis* to the provisions contained the hereinbefore recited Indenture of the twenty-second day of December one thousand eight hundred and fifty-two. Concerning the application of the net receipts of the Company on account of the said experimental line and concerning the surrender and purchase of the same line and otherwise relating thereto and certain of the provisions of the said Indenture now in recital being made to apply to the said experimental line it was thereby provided that such of the covenants terms and provisions of the said Indenture of the twenty-second day of December one thousand eight hundred and fifty-two as were inconsistent with any of the terms and provisions of the said Indenture now in recital or as related to objects which were provided for by the last-mentioned Indenture were and should be deemed to be superseded by the last-mentioned Indenture. And whereas a further sum of one million pounds additional share Capital was created and issued by the Company in or about the month of March one thousand eight hundred and fifty-six for the purposes of the said South-west Line under an arrangement with the said East India Company for a guarantee of five pounds per cent. thereon which said Capital was called Third Extension Capital. And whereas by an Indenture bearing date the thirteenth day of August one thousand eight hundred and fifty-eight and made between the East India Company of the one part and the Company of the other part a contract was entered into for the construction by the Company of a line of Railway to commence at or near Madras and to proceed in a north-westerly direction to or near to Bellary as a distinct line of Railway (and which Railway is hereinafter called the North-west Line) and by the same Indenture the East India Company agreed to guarantee interest at the rate of five pounds per cent. per annum upon the further Capital of one million pounds which had been created and issued by the Company for the purposes of such new line and which Capital was called Fourth Extension Capital and in the same Indenture were contained similar covenants and provisions to those contained in the said Indenture of the nineteenth day of December one thousand eight hundred and fifty-five with respect to the said extension line and it was thereby provided that the accounts of the North-west Line both as to Capital and Revenue should be kept separate and distinct from the accounts of the South-west Line. And whereas under the provisions of the Act of the twenty-first and twenty-second years of Her Majesty Cap. 106 intitled "An Act for the better Government of India" the Territories of the East India Company and their rights in relation thereto became vested in Her Majesty and those rights are now exercised in her name by the Secretary of State in Council of India and by that Act all Acts and provisions then in force under charter or otherwise concerning India were subject to the provisions of that Act to continue in force and be construed as relating to the Secretary of State in Council in the place of the East India Company and it was by that Act provided that all contracts covenants and engagements of the East India Company made before or after the said Act should be deemed to be made by and against the Secretary of State in Council and that the said Act might be enforced by and against the East India Company and in the same Courts as they might have been by and against the Secretary of State in Council and in the same Courts as they might have been by and against the Secretary of State in Council. And whereas the Company in the month of June one thousand eight hundred and fifty-nine obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds upon Debentures of the class hereinafter referred to as inconvertible. And whereas the Company raised the sum of three hundred and thirty-three thousand three hundred pounds part of the said sum of one million pounds upon inconvertible Debentures and the sum of six hundred and sixty-six thousand seven hundred pounds the remainder thereof upon convertible Debentures. And the Company in the month of May one thousand eight hundred and sixty-two obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of two million pounds by the issue of shares and the Company in the month of April one thousand eight hundred and sixty-six obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds as to five hundred thousand pounds part thereof upon convertible Debentures and as to five hundred thousand pounds the remainder thereof by the issue of shares and by an Indenture bearing date the twenty-eighth day of October one thousand eight hundred and sixty-seven and made between the Secretary of State in Council of the one part and the Company of the other part the Secretary of State in Council guaranteed to the Company the payment of all principal moneys and interest payable by the Secretary of State in Council in respect of the share and Debenture Capital so as aforesaid authorized to be raised since the date of the said Indenture of the thirteenth day of March one thousand eight hundred and sixty. And whereas the Company in the month of December one thousand eight hundred and sixty-seven obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of one million pounds by the issue of shares and the whole of such sum has since been raised. And whereas the Company in the month of August one thousand eight hundred and seventy obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds so much of that sum as would be required to pay off Debentures of the Company falling due on the thirty-first December one thousand eight hundred and seventy to be raised on Debentures bearing interest at the rate of four-and-a-half per cent. per annum and the remainder of the said sum to be raised by the issue of shares at such premiums as might be agreed on. And whereas of the last-mentioned sum of one million pounds there has been raised upon inconvertible Debentures the sum of one hundred and seventy-one thousand seven hundred and ninety pounds part thereof in repayments of inconvertible Debentures for that amount which fell due on the thirty-first day of December one thousand eight hundred and seventy and three thousand seven hundred and fifty pounds the balance thereof has with the sanction of the Secretary of State in Council been applied for the purposes of the undertaking of the Company. And whereas each inconvertible Debenture so issued as last aforesaid was in a form approved of by the Secretary of State in Council and contained an obligation on the part of the Company for payment of the principal sum mentioned in the Debenture on the first day of January one thousand eight hundred and seventy-six and for payment in the meantime of interest thereon at the rate of four-and-a-half per cent. per annum on the first day of July and the first day of January in every year at the Union Bank of London. And whereas the total amount of the inconvertible Debentures of the Company now in existence is five hundred thousand pounds. And whereas by an Indenture bearing date the second day of January one thousand eight hundred and seventy-one and made between the Secretary of State in Council of the one part and the Company of the other part it was

for the purposes of the South-west Line the further sum of one million pounds on Loan upon Debentures of the class hereinafter referred to as convertible and bearing interest at the rate of five pounds per cent. per annum the principal moneys and interest being guaranteed and payable by the Secretary of State in Council under the provisions of an Indenture bearing date the thirteenth day of March one thousand eight hundred and sixty and made between the Secretary of State in Council of the one part and the Company of the other part. And whereas the Company in the month of December one thousand eight hundred and sixty obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds upon Debentures of the class hereinafter referred to as inconvertible. And whereas the Company raised the sum of three hundred and thirty-three thousand three hundred pounds part of the said sum of one million pounds upon inconvertible Debentures and the sum of six hundred and sixty-six thousand seven hundred pounds the remainder thereof upon convertible Debentures. And the Company in the month of May one thousand eight hundred and sixty-two obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of two million pounds by the issue of shares and the Company in the month of April one thousand eight hundred and sixty-six obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds as to five hundred thousand pounds part thereof upon convertible Debentures and as to five hundred thousand pounds the remainder thereof by the issue of shares and by an Indenture bearing date the twenty-eighth day of October one thousand eight hundred and sixty-seven and made between the Secretary of State in Council of the one part and the Company of the other part the Secretary of State in Council guaranteed to the Company the payment of all principal moneys and interest payable by the Secretary of State in Council in respect of the share and Debenture Capital so as aforesaid authorized to be raised since the date of the said Indenture of the thirteenth day of March one thousand eight hundred and sixty. And whereas the Company in the month of December one thousand eight hundred and sixty-seven obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the sum of one million pounds by the issue of shares and the whole of such sum has since been raised. And whereas the Company in the month of August one thousand eight hundred and seventy obtained the sanction of the Secretary of State in Council to their raising for the purposes of the Company's undertaking the further sum of one million pounds so much of that sum as would be required to pay off Debentures of the Company falling due on the thirty-first December one thousand eight hundred and seventy to be raised on Debentures bearing interest at the rate of four-and-a-half per cent. per annum and the remainder of the said sum to be raised by the issue of shares at such premiums as might be agreed on. And whereas of the last-mentioned sum of one million pounds there has been raised upon inconvertible Debentures the sum of one hundred and seventy-one thousand seven hundred and ninety pounds part thereof in repayments of inconvertible Debentures for that amount which fell due on the thirty-first day of December one thousand eight hundred and seventy and three thousand seven hundred and fifty pounds the balance thereof has with the sanction of the Secretary of State in Council been applied for the purposes of the undertaking of the Company. And whereas each inconvertible Debenture so issued as last aforesaid was in a form approved of by the Secretary of State in Council and contained an obligation on the part of the Company for payment of the principal sum mentioned in the Debenture on the first day of January one thousand eight hundred and seventy-six and for payment in the meantime of interest thereon at the rate of four-and-a-half per cent. per annum on the first day of July and the first day of January in every year at the Union Bank of London. And whereas the total amount of the inconvertible Debentures of the Company now in existence is five hundred thousand pounds. And whereas by an Indenture bearing date the second day of January one thousand eight hundred and seventy-one and made between the Secretary of State in Council of the one part and the Company of the other part it was

amongst other things agreed that the several undertakings of the Company should as from and after the first day of July one thousand eight hundred and seventy be consolidated into one undertaking with one and the same Capital and Revenue Account and that the land required for the consolidated undertaking should be leased to the Company by the Secretary of State in Council for the term of ninety-nine years from the first day of December one thousand eight hundred and fifty-seven determinable as in the same Indenture is mentioned and in the Indenture now in recital was contained a proviso that the net receipts which should be realized during any half-year on every line of Railway belonging to the Company should as from the first day of July one thousand eight hundred and seventy belong to the Secretary of State in Council as part of the Revenues of India but that in case any half-year such net receipts should exceed the aggregate amount of interest payable for such half-year by the Secretary of State in Council under the contracts for the time subsisting guaranteeing the payment of interest then a moiety of such excess should belong and be paid to the Company And whereas the Company in the month of June one thousand eight hundred and seventy-one obtained the sanction of the Secretary of State in Council to their raising for the purposes of the consolidated undertaking by the issue of shares at par bearing interest at the rate of five per cent. per annum the sum of eight hundred and twenty-eight thousand three hundred pounds the residue of the sum of one million pounds which the Company had been authorized to raise in the month of August one thousand eight hundred and seventy as aforesaid And whereas the whole of the said last-mentioned sum of eight hundred and twenty-eight thousand three hundred pounds has been created and issued but the whole amount thereof has not yet been fully paid up And whereas the authorized share and Debenture Capital of the Company amounts to the sum of eleven million pounds of which the sum of ten million three hundred and seventy-five thousand nine hundred pounds is represented by stock and shares the sum of one hundred and twenty-four thousand pounds is represented by convertible Debentures which confer on the owners thereof the privilege of exchanging the same for shares in the Company and five hundred thousand pounds is represented by inconvertible Debentures which confer no such privilege And whereas on the thirty-first day of December one thousand eight hundred and seventy-three the said sum of ten million three hundred and seventy-five thousand nine hundred pounds representing the stock and share Capital of the Company was made up as follows that is to say nine million five hundred and thirty thousand three hundred and thirty-two pounds had been fully paid up seven thousand four hundred and thirty-five pounds was due in respect of calls made prior to that date but not paid and six hundred and forty-four thousand two hundred and eighty-three pounds represented calls not then made making together the sum of ten million one hundred and eighty-two thousand and fifty pounds which left a balance of share Capital created but not issued of one hundred and ninety-three thousand eight hundred and fifty pounds And whereas the Secretary of State in Council has at the request of the Company agreed to execute these presents And whereas the Covenants hereinafter entered into on the part of the Secretary of State in Council are entered into with the concurrence of a majority of votes at a meeting of the Council of India Now this Indenture witnesseth that in consideration of the premises the Secretary of State in Council doth hereby for himself (so far as the covenants and agreements hereinafter contained are to be observed, and performed by the Secretary of State in Council) covenant with the Company and their successors And the Company do hereby for themselves and their successors (so far as the covenants and agreements hereinafter contained are to be observed and performed by them) covenant with the Secretary of State in Council in manner following (that is to say)

1st.—That the Secretary of State in Council will from time to time during the residue of the said determinable term of ninety-nine years by the said Indenture of the second day of January one thousand eight hundred and seventy-one agreed to be granted pay to the Company out of the Revenues of India or moneys applicable in and thereof half-yearly on the thirtieth day of June and the thirty-first day of December in every year interest at the rate of five pounds per cent. per annum of the sum of one million pounds so as aforesaid authorized to be raised in the month

of December one thousand eight hundred and sixty-seven and also on the said sum of eight hundred and twenty-eight thousand three hundred pounds so as aforesaid authorized to be raised in the month of June one thousand eight hundred and seventy-one or on so much of the said last-mentioned sum as shall for the time being have been paid by the Company such interest as to so much of the said last-mentioned sum as has not been paid being considered as running in the first instance from the day on which the same Capital sum shall be so paid.

2nd.—That as to so much of the said sum of eight hundred and twenty-eight thousand three hundred pounds as has not already been raised and paid the Company will raise and pay the same into the Bank of England to the account of the Secretary of State in Council at such times and in such instalments as the Secretary of State in Council shall from time to time determine.

3rd.—That the Secretary of State in Council will as often as and when the half-yearly interest at the rate of four-and-a-half per cent. per annum shall become due in respect of each of the Debentures for securing the said sum of one hundred and seventy-one thousand seven hundred pounds as shall for the time being be subsisting pay out of the Revenues of India or moneys applicable in aid thereof into the Union Bank of London or some other Bank to be hereafter agreed upon to an account to be called the "Madras Railway Debenture Account" the aggregate amount of such interest as a fund to meet and provide for the payment of such interest and will on the first day of January one thousand eight hundred and seventy-six being the day mentioned in the same Debentures for the payment of the principal sums thereby secured pay out of the Revenues of India or such moneys as aforesaid to the same account the amount of the principal sums payable on the same Debentures as a fund to meet and provide for the payment of the same principal sums and the moneys to be paid to the said account under the terms of this clause shall be applied in the payment of such interest and principal accordingly and that the Secretary of State in Council will at all times hereafter (the costs and charges being defrayed out of the Revenues of India) well and sufficiently protect save harmless and keep indemnified the Company and their lands tenements goods chattels and effects whatsoever from and against all actions suits losses costs charges damages and expenses whatsoever which they shall or may suffer sustain expend or be put unto or which shall or may be commenced instituted sued or prosecuted against them by reason or in consequence of the same Debentures or any of them.

4th.—That the payment of the sums hereinbefore agreed to be paid by the Secretary of State in Council for interest on the said Debentures as aforesaid shall be in full satisfaction of all interest which under any contract heretofore entered into between the East India Company or the Secretary of State in Council and the Company for payment of interest would or might become payable in respect of the principal moneys raised by Debentures to which this contract relates and paid into the Bank of England to the account of the Secretary of State in Council of India as aforesaid and the interest guaranteed by the Secretary of State in Council on the same principal moneys and on all other Debenture Capital of the Company shall be taken into account in every half-year in estimating whether there is any excess of net receipts for that half-year to be divided between the Secretary of State in Council and the Company in the same manner as the interest guaranteed on the share Capital of the Company is to be so taken into account.

5th.—That all moneys which under the Covenants hereinbefore or in any previous Agreement between the Secretary of State in Council and the Company in that behalf contained shall be paid by the Secretary of State in Council in payment of principal moneys secured by convertible or inconvertible Debentures shall be treated and considered

as Capital contributed by the Secretary of State in Council on behalf of the Government of India to the joint stock of the Company and in order to give full effect to the rights of the Secretary of State in Council in respect of the Capital so contributed the Secretary of State in Council shall be at liberty at any time to name a person or persons into whose name or names as Trustees or Trustees for Her Majesty on account of the Government of India an equivalent number of shares or amount of stock may be placed and registered and thereupon such shares or stock shall be so placed and registered accordingly and upon such registration the said Trustees or Trustees shall be entitled to all rights benefits and advantages of shareholders in respect of the same shares or stock and in ascertaining whether in any half-year there is any excess of net receipts to be divided between the Secretary of State in Council and the Company the said Trustees or Trustees shall be credited with interest at the rate of five pounds per cent. per annum on the amount of shares or stock then standing in their or his names or name and should there ultimately prove to be any such excess such Trustees or Trustees shall be entitled to share therein ratably with the other shareholders of the Company.

6th.—That no moneys at any time raised or to be raised by Debentures whether convertible or inconvertible except moneys which shall have been raised by convertible Debentures and which Debentures shall have been subsequently exchanged for shares or ordinary stock shall for the purposes of the provision as to surrender and re-entry contained in the said Indenture of the second day of January one thousand eight hundred and seventy-one (being the eighth and tenth clauses respectively of that Indenture) be construed to be "Capital expended by the Company" Capital expended by the Company being for the purposes of those clauses only moneys originally raised by the issue of shares or ordinary stock in the Company and moneys raised by convertible Debentures which shall have been exchanged for shares or ordinary stock as aforesaid. And no moneys at any time raised by the Company by the issue of Debentures or Debenture stock which shall not have been converted into shares or ordinary stock shall be refunded to the Company as surplus moneys in case the same shall not have been required for the purposes of the undertaking but all such surplus moneys shall from the time when it shall be ascertained that they will not be so required belong to Her Majesty for the purposes of the Government of India.

7th.—That subject to the provisions herein contained the covenants and provisions of the said several recited Indentures shall so far as the same were subsisting immediately before the execution hereof be and remain in full force and effect as if these presents had not been made and executed.

In witness whereof Major-General Sir William Erskine Baker K.C.B. and Sir Henry James Summer Maine K.C.S.I. being two Members of the Council of India have hereunto set their hands and seals and the said Railway Company have caused their common seal to be affixed the day and year first above written.

Signed sealed and delivered by the said }
Sir William Erskine Baker and Sir Henry }
James Summer Maine being two Members of }
the Council of India in the presence of }

(Signed) W. E. BAKER.

(") H. J. S. MAINE.

(Signed) ROBERT WICKENDEN,

Clerk to H. S. LAUFORD,

Secretary, India Office

The Common Seal of the Madras Railway }
Company hereunto affixed in the presence of }

(Signed) J. T. SMITH,

(") G. N. TAYLOR, Directors.

This Indenture made the
eighth day of July one thousand eight
hundred and seventy five Between
The Secretary of State in Council
of the one part and The Madras
Railway Company (hereinafter
called "the Company") of the other part
Whereas the Company was established
under a Bill of Parliament bearing
date the twenty fifth day of July one
thousand eight hundred and fifty two
and entitled "The Madras Railway
Act 1852" and the said Company
of September one thousand eight hundred
and fifty two completely registered under
the Act 7. and 8. Victoria in the first
year of Queen Victoria and holding lands in
possession of acquiring and holding lands in
the East Indies and in Great Britain
and making acquiring and working
one or more Railways in India
was empowered to enter into Con-
tracts with Her Majesty's Government

Government here or in India or with
the East India Company for the pur-
pose of making Railways and
working or leasing the same or other
ways. And whereas by an Inden-
ture bearing date the twenty second
day of December one thousand
eight hundred and fifty two and that
between the East India Company
of the one part and the Company of
the other part It was amongst other
things agreed that the Company should
construct and open an experimental
line of Railway to commence at or
near to Madras and to take a di-
rection towards the Western Coast
of India at an estimated cost of
Five hundred thousand pounds Sterling
or thereabouts and that the land
required for the said line should be
provided by the East India Company
and should be leased by the East India
Company

Company to the Company for the term
of ninety nine years to be computed
from the date of the Indenture now
in recital determinable by the sum
rendered or purchased as in the said
Indenture is mentioned and that
the East India Company should pay
to the Company on the thirty first day
of June and the thirty first day of
December in every year during the
said determinable term interest
at the rate of four pounds Sterling
on the said sum of Five hundred
thousand pounds or any sum part
thereof as should be the time being
the same for the purposes of the
said experimental line. And in the
Indenture now in recital was con-
tained a provision that the net ac-
cepts of the said line of Railway
realized in any half year should be
applied in the first place in discharge

The interest payable by the East India Company as aforesaid in respect of such half year to as Company or others from the same and that the residue (if any) of such net receipts should be applied as follows namely one moiety thereof should be applied in payment of such dividend as should at any previous time have been paid by the East India Company to the Company by way of interest on the aforesaid and together with simple interest on the sums so paid at the rate of four and a half per cent per annum from the time of payment respectively and the other moiety of the said surplus net receipts shall be applied for the use and benefit of the Company. And whereas by an Act of Parliament made and passed in the Session of the 16th Year of

of the reign of Her present Majesty Queen Victoria
intituled "An Act for incorporating the
Madras Railway Company and the
other purposes connected therewith"
the said Company was incorporated under the
name of the Madras Railway Company
for the purpose of making & constructing
working and maintaining such Rail-
ways or Railways in the said
as has already been agreed upon by
hereafter be agreed upon between the
Company and the East India Company
And whereas by an Act of Parliament
made and passed in the Session of the
17th Year of the reign of Her present Majesty
Queen Victoria to amend the said Act
intituled that the Company was empow-
ered to enter into and conclude with
the East India Company on account
of the Government of India such Con-
tracts Agreements and arrangements
as the respective parties might agree
upon for the extension of the said
Experiments

the Imperial line of Railway to the
Indian Coast of India and other
places as therein mentioned. And
whereas by an Indenture bearing date
the nineteenth day of December one
thousand eight hundred and fifty
five and made between the East
India Company of the one part and
the Company of the other part a con-
tract was entered into for the con-
struction by the Company of an ex-
tension line of Railway to commence
at some point in the said Imperial
line and to proceed to the Western Coast
of India with a branch to Bangalore
at the foot of the hills towards Oot-
acamund at an estimated cost
of Four million pounds Sterling or
thereabouts & it was by the said In-
denture now in recital agreed that
the land required for the said ex-
tension

extension line should be purchased
the East India Company & that the
land required for the said extension
Imperial extension Railway
Railways should be purchased and referred to in
herein after called "the South West Coast"
should be leased to the Company
for the term of ninety nine years
from the date of the lease
the term of ninety nine years
the term of ninety nine years
by surrender or purchase of the
said Indenture now in recital
that the East India Company should
pay to the Company of the other part
day of June and the thirty first day
of December in every year during
the said determinable term interest
at the rate of five pounds per cent
per annum on the sum of five hundred
thousand pounds which was called
the first extension capital and that
at the rate of four pounds fifteen shillings
per

that per annum on the sum of one million pounds which was called the second Extension Capital and by the said Indenture now in recital. Covenants and agreements were entered into in the application of the said receipts on account of the said Railway & in the surrender by the Company of and in the purchase by the East India Company of the said South West line similar provisions made as to the provisions contained in the indenture recited Indenture of the twenty second day of December one thousand eight hundred and fifty two and fifty three concerning the application of the said receipts of the Company on account of the said Experimental line & concerning the surrender & purchase of the same line and otherwise relating thereto & certain of the provisions of the

said Indenture now in recital being made to apply to the said Experimental line) it was thereby provided that such of the covenants terms and provisions of the said Indenture of the twenty second day of December one thousand eight hundred and fifty two as were inconsistent with any of the terms and provisions of the said Indenture now in recital or as related to objects which were provided for by the last mentioned Indenture were and should be deemed to be superseded by the lastly mentioned Indenture. And whereas a further sum of one million pounds additional share capital was created and issued by the Company in or about the month of March one thousand eight hundred and fifty six in the purposes of the said South West line under an arrangement with the said East India Company for a guarantee of five pounds per cent thereon which said capital was called Third Extension Capital And

And whereas by an Indenture bearing date the thirteenth day of August one thousand eight hundred and fifty eight and made between the East India Company of the one part and the Company of the other part a Contract was entered into for the construction by the Company of a line of Railway to commence at or near Madras to proceed in a North westerly direction to or near to Belary as a distinct line of Railway (and which Railway is hereinafter called the North West line) and by the same Indenture the East India Company agreed to guarantee interest at the rate of five pounds per cent per annum upon the further Capital of one million pounds which had been created and issued by the Company for the purpose of such new line and which Capital was called Fourth Extension Capital and in the same Indenture were contained similar Covenants

and provisions to those contained in the said Indenture of the nineteenth day of December one thousand eight hundred and fifty five with respect to the said Railway and in and by the said Indenture it was provided that the accounts of the North West line both as to Capital & Revenue should be kept separate and distinct from the accounts of the South West line. And whereas under the provisions of the Statute of the twenty first and twenty second years of Her Majesty, Cap. 106 intituled "An Act for the better Government of India" the Territories of the East India Company and their rights in relation thereto became vested in Her Majesty and since rights not now mentioned have been acquired by the Secretary of State in Council of India and by that act all acts & provisions then in force under charter or otherwise concerning India were subject to the provisions of that Act to continue in force

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be construed as referring to the
Secretary of State in Council in the
place of the East India Company
and it was by that Act enacted
that all contracts covenants
liabilities and engagements
of the East India Company
made incurred or entered into
before the commencement of
that Act might be enforced
by and against the Secretary
of State in Council in like manner
and in the same courts as they
might have been by and against
the East India Company if that
Act had not been passed. And
whereas the Company on the
month of June one thousand
eight hundred and fifty seven
obtained the sanction of the
Secretary of State in Council
to their raising for the purposes

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of the South West line the further
of one million pounds on a loan upon
debentures of the class hereinafter
referred to as convertible and bearing
interest at the rate of four pounds
per cent per annum the principal
monies and interest being guaranteed
and payable by the Secretary of State
in Council under the provisions of an
Indenture bearing date the thirteenth
day of March one thousand eight
hundred and sixty and made between
that Secretary of State in Council
of the one part and the Company of
the other part. And whereas
the Company in the month of December
one thousand eight hundred and
sixty obtained the sanction of the
Secretary of State in Council to their
raising for the purposes of the
Company's undertaking the
further sum of one million pounds

upon debentures of the Class here.
is after referred to as inconvertible.

And whereas the Company

raised the sum of Three hundred
and thirty three thousand three
hundred pounds part of the said
sum of One million pounds upon
inconvertible debentures and the
sum of Six hundred and sixty Six
thousand seven hundred pounds

the remainder thereof upon converti-
ble debentures And the Company
in the month of May One thousand
eight and sixty two obtained the
sanction of the Secretary of State
in Council to their raising for the

purposes of the Company's under-
taking the sum of Two million
pounds by the issue of shares &
the Company in the month of April
One thousand eight hundred &
sixty six obtained the sanction of

the Secretary of State in Council
to their raising for the purposes
of the Company's undertaking the
further sum of One million pounds
to Five hundred thousand pounds
part thereof upon convertible debentures
and as to Five hundred
thousand pounds the remainder
thereof by the issue of shares and
by an Indenture bearing date the
twenty eighth day of October One
thousand eight hundred and sixty
seven and made between the Sec-
retary of State in Council of the
one part and the Company of the other
part the Secretary of State in Council
guaranteed to the Company the pay-
ment of all principal monies and
interest payable by the Secretary
of State in Council in respect of the
share and debenture Capital to be
aforesaid authorized to be raised
since the date of the said Indenture

of the thirtieth day of March One
thousand eight hundred and sixty.

And whereas the Company in
the month of December one thousand
eight hundred and sixty seven obtained
the sanction of the Secretary of State
in Council to their raising in the
purpose of the Company's under-
taking the sum of one million
pounds by the issue of shares & the
whole of such sum has since been
raised. And whereas the Company

in the month of August one
thousand eight hundred and seventy
obtained the sanction of the Secretary
of State in Council to their raising
in the purpose of the Company's
undertaking the further sum
of one million pounds so much
of that sum as would be required
to pay off the liabilities of the
Company falling due on the thirty

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first December one thousand eight
hundred and seventy to be raised on
debentures bearing interest at the rate
of four and a half per cent per
annum and the remainder of the
said sum to be raised by the issue
of shares at such premiums as might
be agreed on. And whereas of
the last mentioned sum of one million
pounds there has been raised upon in-
convertible debentures the sum of
one hundred and seventy one thousand
seven hundred pounds only which has
been applied as follows that is to say
one hundred and sixty seven thousand
nine hundred and fifty pounds paid
thereof in repayments of inconverti-
ble debentures in that amount which
fell due on the thirty first day of
December one thousand eight hundred
and seventy and three thousand
seven hundred and fifty pounds the
balance thereof has with the sanction
of the Secretary of State in Council
been applied in the purpose of the
undertaking of the Company -

And whereas each inconverti-
ble debenture so issued as last
aforesaid was in a form approved of
by the Secretary of State in Council
and contained an obligation on the
part of the Company for payment
of the principal sum mentioned
in the debenture on the first day
of January one thousand eight hundred
and seventy six and for payment
in the interim time of interest thereon
at the rate of four and a half per
cent per annum on the first day
of July and the first day of January
in every year at the Union Bank
of London And whereas the
total amount of the Inconverti-
ble debentures of the Company
now in existence is Two hundred
thousand pounds And whereas
by an indenture bearing date
the second day of January one
thousand eight hundred and
seventy one and made between

the Secretary of State in Council
of the one part and the Company of
the other part It was amongst other
things agreed that the several in-
dentures of the Company should as
from and after the first day of July
one thousand eight hundred and
seventy be consolidated into one
indenture with one and the same
Capital and Revenue Account
and that the Land required for
the consolidated indenture should
be leased to the Company by the
Secretary of State in Council for
the term of ninety nine years from
the first day of December one thou.
sand eight hundred and fifty seven
determinable as in the said in-
denture is mentioned and in
the indenture now in recital was
contained a proviso that the said
receipts which should be realized
during any half year or every year

of Railway belonging to the Company
should as from the first day of
July one thousand eight hundred
and seventy belong to the Secretary
of State in Council as part of
the Revenues of India but that
in case any half year such
net receipts should exceed the
aggregate amount of interest pay-
able in such half year by the
Secretary of State in Council under
the Contracts for the time subsisting
guaranteeing the payment of
interest thereon a moiety of such
excess should belong and be
paid to the Company And where.

As the Company in the month
of June one thousand eight hundred
and seventy one obtained the
Sanction of the Secretary of
State in Council to their raising
in the purposes of the consolidated

6.
under taking by the issue of shares
at par bearing interest at the rate
of five per cent per annum the sum
of eight hundred and twenty eight
thousand three hundred pounds the
residue of the sum of one million
pounds which the Company has been
authorized to raise in the month of
August one thousand eight hundred
and seventy as aforesaid And
whereas the whole of the said
last mentioned sum of eight hundred
and twenty eight thousand three
hundred pounds has been created
and issued but the whole amount
thereof has not yet been fully paid
up And whereas the au-
thorized share and debenture ca-
pital of the Company amounts to
the sum of Eleven million pounds
of which the sum of Ten million
three hundred and forty five
thousand nine hundred pounds
is represented by stock shares

the sum of one hundred and
twenty four thousand one hundred
pounds is represented by convertible
Debentures which confer on the
owners thereof the privilege of ex-
changing the same for shares in
the Company and Five hundred
thousand pounds is represented
by non convertible debentures which
confer no such privilege. And
whereas on the thirty first day
of December one thousand eight
hundred and seventy three the
said sum of Ten million three
hundred and seventy five thousand
and hundred pounds representing
the stock and share Capital of
the Company was made up as follows
that is to say Nine million five
hundred and thirty thousand
three hundred and thirty two pounds
had been fully paid up Seven thousand

four hundred and thirty ²⁸ ~~three~~
pounds was due in respect of
calls made prior to that date
but not paid and ship bonded
and forty four thousand two
hundred and eighty three pounds
represented calls not then made
making together the sum of ten
million one hundred and eighty
two thousand and fifty pounds
which left a balance of share
Capital created but not issued
of one hundred and twenty three
thousand eight hundred and fifty pounds.
And whereas the Secretary
of State in Council has at the request
of the Company agreed to represent the
proceeds. And whereas the Co-
venants hereinafter entered into on the
part of the Secretary of State in Council
are entered into with the concurrence
of a majority of votes at a meeting
of the Council of India. Now
this Indenture with

W^hereas that in consideration
of the premises the Secretary of State
in Council Doth hereby in him-
self (as far as the Government
agreements hereinafter contained
are to be observed and performed
by the Secretary of State in Council)
covenant with the Company and
their successors And the
Company do hereby in themselves
and their successors (as far as
the covenants and agreements here-
inafter contained are to be observed
and performed by them) covenant
with the Secretary of State in
Council in manner following
(that is to say)

That the Secretary of State in
Council will from time to time during
the residue of the said determinable
term of ninety nine years by the
said Indenture of the second day
of January one thousand eight

hundred and twenty one agreed
to be granted to pay to the Company
out of the Revenues of India or
monies applicable in aid thereof
half yearly on the thirtieth day
of June and the thirty first day
of December in every year
interest at the rate of five pounds
per cent per annum on the sum
of one million pounds so as aforesaid
authorized to be raised in the month
of December one thousand eight
hundred and sixty seven and
also in the said sum of eight
hundred and twenty eight thousand
three hundred pounds so as aforesaid
authorized to be raised in the
month of June one thousand
eight hundred and seventy one
so much of the said last mentioned
sum as shall in the time being
have been paid by the Company
interest as to so much of the
said last mentioned sum as has

not been paid being considered as
running in the first instance
from the day on which the same
capital sum shall be so paid.

That as to so much of the said 2nd
sum of Eight hundred and twenty
eight thousand three hundred pounds as
has not already been raised and
paid the Company will raise and
pay the same into the Bank of
England to the account of the
Secretary of State in Council at
such times and in such instal-
ments as the Secretary of State
in Council shall from time to
time determine.

That the Secretary of State 3rd
in Council will as often as and
within the half yearly interest at
the rate of ~~at the rate of~~ four and
a half per cent per annum shall
become due in respect of such of

30
The Debentures for securing the
said sum of one hundred and twenty
eight thousand three hundred pounds
as shall in the time being be duly
pay out of the Revenues of India or
moneys applicable in and thereof
with the Union Bank of London
or some other Bank to be here-
after agreed upon to an account
to be called the Madras Rail-
way Debenture Account the
aggregate amount of such interest
as aforesaid to meet and provide
for the payment of such interest
and will on the first day of January
one thousand eight hundred and
seventy six bring the day annu-
ity in the same Debentures for
the payment of the principal sum
thereby secured pay out of the Revenues
of India or such moneys as aforesaid
to the same account the amount
of the principal sum payable on

to have been sure as a fund to
meet and provide for the payment
of the same principal sums and
the monies to be paid to the said
account under the terms of
this clause shall be applied in the
payment of such interest and
principal accordingly And that
the Secretary of State in Council
with at all times hereafter (the costs
and charges being defrayed out
of the Revenues of India) will
and sufficiently protect and
harmless and keep undiminished
the Company and their lands tenements
goods chattels and effects
whosoever from and against
all actions suits losses costs
charges damages and expenses
whosoever which they shall
or may suffer sustain expend
or be put into or which shall
or may be commenced instituted

8.

4.

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said or prosecuted against
them by reason of the consequences
of the same. And that the
of them. And that
That the payment of the sums
heretofore agreed to be paid by the
Secretary of State in Council for
interest on the said debentures as
aforesaid shall be in full satisfaction
of all interest which
under any contract heretofore in-
tered into between the East India
Company or the Secretary of
State in Council and the Company
for payment of interest would or
might become payable in respect
of the principal monies raised by
debentures to which this Contract
relates and paid into the Bank of
England to the account of the Secretary
of State in Council of India as aforesaid
and the interest guaranteed
by the Secretary of State in Council
on the same principal monies
+ on all other Debenture Capital

of the company shall be taken into
account in every half year in esti-
mating whether there is any excess
of net receipts in that half year
to be divided between the Secretary
of State in Council and the company
in the same manner as the in-
terest guaranteed on the share
capital of the company is to be
so taken into account.

That all moneys which under 5th
the covenants hereinafore or in
any previous agreement between
the Secretary of State in Coun-
cil and the company in that
behalf contained shall be paid
by the Secretary of State in
Council in payment of principal
moneys secured by convertible
or unconvertible debentures
shall be treated and considered
as Capital contributed by the

Secretary of State in Coun-
cil out of the Revenues of India
to the joint stock of the
Company and in order to give
full effect to the rights of
the Secretary of State in Coun-
cil in respect of the Capital
so contributed the Secretary
of State in Council shall be
at liberty at any time to name
a person or persons into whose
name or names as Trustee
or Trustees for Her Majesty
on account of the Government
of India an equivalent num-
ber of shares or amount of
stock may be placed and regis-
tered and thereupon such shares
or stock shall be so placed
and registered accordingly and
upon such registration the

9. ³³
said Trustees or Trustee shall
be entitled to all rights benefits
and advantages of shareholders
in respect of the same shares
or stock and in ascertaining
whether in any half year there
is any excess of net receipts
to be divided between the
Secretary of State in Council
and the Company the said Trustees
or Trustee shall be credited
with interest at the rate of five
pounds per cent per annum on
the amount of shares or stock
then standing in their or his names
or name & should there ultimately
prove to be any such excess such
Trustees or Trustee shall be
entitled to share therein rate-
ably with the other shareholders
of the Company.

9. ³³
6th That no monies at any time
raised or to be raised by debentures
whether convertible or non-convertible
except monies which shall
have been raised by convertible
debentures & which debentures
shall have been subsequently ex-
changed for shares or ordinary
stock shall for the purposes of
the provision as to surrender
and redemption contained in the
said indentures of the second
day of January One thousand
eight hundred and twenty
one (being the eighth and tenth
clauses respectively of that
Indenture) be construed to be
"Capital expended by the Company"
Capital expended by the Company
being for the purposes of those
clauses only monies originally
raised by the issue of shares

ordinary stock in the company
and monies raised by convertible
debentures which shall have
been exchanged for shares or ordinary
stock as aforesaid. And no
monies at any time raised by the
company by the issue of debentures
or debenture stock which shall
not have been converted into
shares or ordinary stock shall
be refunded to the company as
surplus monies in case the
same shall not have been
required for the purposes of the
undertaking but all such
surplus monies shall from the
time when it shall be ascer-
tained that they will not be
so required belong to Her Majesty
for the purposes of the Government
of India.

That subject to the pro. 7

visions herein contained the con-
nants and provisions of the
said several recited In-
debentures shall so far as
the same were subsisting
immediately before the
Execution hereof be and
remain in full force and
effect as if the same
had not been made and
executed.

IN WITNESS whereof
Major General Sir William
Erskine Baker K. C. B. and
Sir Henry James Summer
Maine K. C. J. being two
members of the Council
of India have hereunto
set their hands and seals

find the said Railway Com.
have caused their Com.
mon seal to be affixed the
day & Year just above writ.
ten.

Signs Sealed & Delivered
by the said Sir William
Erskine Baker & Sir Henry
James Sumner Mainwaring
being two members of
the Council of India
in the presence of

S^d W. E. Baker.

S^d H. S. Mainwaring

S^d J. Robt. Nickerson
Clerk to H. S. Lawford
Solicitor, India Office

GO 22 September 75
in B 12 577

The Common Seal
of The Madras
Railway Company here
unto affixed in the presence

of
S^d J. T. Smith
S^d G. W. Taylor.

} Directors

Railway
N^o 5.

India Office, London.
17th August, 1875.

Sir, Herewith is forwarded
for your information, one
part of a Contract entered
into with the Madras
Railway Company, as to
"Further Debenture and
Share Capital."

I have the honor to be,

Sir

Your most obedient humble servant

Schistberg

His Excellency,
The Honorable
The Governor in Council
Fort St. George

No. 7
Govt. of 1875: Madras
PUBLIC WORKS.

No. 2744
No. 5

S. I.

For
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with
Coul
Deber
Caper

The Commission
of Enquiry
into the
Public Works
of the
Government
of Madras
No. 2744
11 Sept. 1875

579-520

the
Machinery
are
in

With order

Recd at Govt. 11 Sept. 1875

No. 2744
Resolved that the several numbers of copies of this Contract
be forwarded to the Consulting Engineer for information and
guidance

Com: Engr for Public Works
at Office of the Contract

20 Office of the
Contract

11 copies of the Contract
sent to the
Engineer for
information

579-520

20 Sept. 1875
11 Sept. 1875