

(1) Number of pages 22

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.**Government of Madras.***Public Works* **DEPARTMENT.**

G.O. No.

481

Press

~~Misc.~~

Dated

26. 7.18 77Not to be folded or roughly handled

GOVERNMENT OF MADRAS.
PUBLIC WORKS DEPARTMENT.

26th July 1877, No. 481 W.

Buildings and Roads.
Civil Works.

Read the following papers :—

- ✓ No. 329. From the Superintendent, Madras Harbour Works, dated 26th June 1877, No. 28 W.
✓ No. 329-A. From the Executive Engineer, Madras Municipality, dated 4th July 1877, No. 453.
✓ No. 329-B. From the Government Solicitor, dated 14th July 1877, No. 319.

No. 330. ORDER THEREON, 26th July 1877, No. 481 W.

THE Superintendent should put himself in communication with Messrs. Arbuthnot and Co., informing them to what extent he finds it necessary to disturb one line of the Tramway alone, and offer to care for, and properly store, such material as he may remove; and will not proceed with the laying the Beach Railway for the Harbour Works until he receives in writing permission from Messrs. Arbuthnot and Co. to do so.

(True Extract.)

Colonel, R.E.,
Secretary to Government, P.W.D.

To the Superintendent, Madras Harbour Works.

Exd. T. D. Ryan.
Spare Copies

20/10/77 *A.I.* *use of part of the ground*
or conveniences and such laying down erection and building shall not be commenced

From the Govt Solicitor Madras (H. L. N^o 319 dated 14th July 1877).

FOR ORDERS.

* vide Extract A.

According to the
Madras Mail of the 13th
instant there is a prospect
of the Tramway Company
being again started.

E. A. M. Colwell R. C.
Secretary to Govt P. W. D.

I don't believe there
is any real prospect of
the Co. being resuscitated
I had better deposite
in the A. C. for the temporary
use of part of the funds

W. L. P.

occupied by the town
always supposing that
it is essential to the
laying of the track
railway. *[Signature]*

I believe it was
the intention of the
Board to lay the track
in the town of
the town of
the town of
the town of

It is thought
that it might be
possible to lay the
track in the town
of the town of
the town of
the town of
the town of
the town of

FOR ORDERS.

Extract from the Madras Mail
13th July 1877.

Madras Tramway Company. - There is a prospect of the Madras Tramway Company being again resuscitated, and orders have been given by Messrs Arbutnot - not & Co. to the late Manager, to inspect and report what amount will be required to repair the line. This time it is proposed to propel the cars by steam power.

N. A. S.

or the erection or building of any such offices stables carriage-sheds warehouses works or conveniences and such laying down erection and building shall not be commenced

Cor 16.7.77 Ret. 26.7.77

A.

Articles of Agreement made and entered into this

Tenth day of February 1873, Between the Municipal Commissioners for the Town of Madras (hereinafter described as "the Commissioners") of the one part and Sir James Anderson of No. 66, Old Broad Street, in the city of London, Knight, and William Henry Davies of Nos. 17 & 18, Cornhill, in the said city of London, Esquire, hereinafter called "the Concessionaires" of the other part.

Whereas the concessionaires have applied to the commissioners for permission to construct and maintain subject to the conditions hereinafter contained the lines of tramways or street railways and to lay down the rails and to erect and build the offices stables carriage-sheds warehouses works or other conveniences connected therewith within the limits of the Municipality of the Town of Madras respectively in the Schedule hereunder written mentioned and set forth: And whereas the commissioners have agreed to grant such permission upon the terms and conditions hereinafter contained. And whereas it hath been agreed that the concessionaires should prior to commencing the said works blank endorse and deposit with the commissioners as security for the laying down construction and completion of the several tramways and of the several buildings and erections connected therewith respectively hereinafter mentioned Promissory Notes or Securities of the Government of India for the aggregate amount of 5,000 Rupees. And whereas the concessionaires have in pursuance of such agreement deposited this day with the commissioners the Promissory Notes or Securities of the Government of India following (that is to say)

No. 051099 of the four per cent. loan of 1865 for Rupees five thousand (5000.) And whereas it hath been further agreed that the concessionaires should as security for the due and faithful performance of the several clauses covenants and agreements herein contained and on their part to be observed and performed subsequent to the laying down construction and completion of the several tramways hereinafter mentioned and the buildings and erections connected therewith as also for the payment of any monies which may become payable by the concessionaires to the commissioners under or by virtue of these presents or of anything contained herein give a lien to the commissioners on the tramways buildings cars carriages trucks animals and other stock in Madras of the concessionaires: Now these presents witness that for carrying the said agreements into execution the commissioners for themselves and their successors on the one part and the concessionaires for themselves their heirs executors administrators and assigns on the other part do hereby covenant declare contract and agree with and to the others of them their successors and assigns and executors administrators and assigns respectively as follows:

1. The concessionaires shall have the sole right of constructing and maintaining subject to the conditions hereinafter contained the lines of tramways or street railways in the Schedule hereunder written mentioned and set forth and such other lines of tramway and branches of lines as shall from time to time hereafter be agreed upon in writing between the commissioners and the concessionaires and of laying down all such rails and of erecting and building at such places as shall hereafter be agreed upon all such offices stables carriage-sheds warehouses works and conveniences connected with such tramways or any of them or as may be necessary for the purposes thereof.

2. Before commencing to lay down any such tramways or erecting or building any such offices stables carriage-sheds warehouses works and conveniences as are herein before mentioned the concessionaires shall if when and so often as the laying down of any such tramways or the erection or building of any such stables carriage-sheds warehouses works or conveniences shall cause any diversion of any foot or carriage way or ways or any hindrance or obstruction to the traffic of such foot or carriage way or ways submit to the commissioners a statement showing to what extent such diversion hindrance or obstruction will be necessary for the laying down of any such tramways or the erection or building of any such offices stables carriage-sheds warehouses works or conveniences and such laying down erection and building shall not be commenced

Cor 16.7.77

Ret 26.7.77

Cor 16.7.77

by the concessionaires until such diversion hindrance or obstruction shall have been sanctioned in writing by the commissioners or by some person appointed by them for that purpose and until the concessionaires shall have put up at their own expense such hoardings and fences as shall in the opinion of the commissioners or of such other person as aforesaid be necessary for the due protection of the public and such hoardings and fences shall be maintained and lighted by and at the expense of the concessionaires during the continuance of any such diversion hindrance or obstruction as aforesaid.

3. Before the commencement of any such diversion hindrance or obstruction as aforesaid the concessionaires shall and will construct and during the continuance thereof will maintain all such temporary foot-ways and other conveniences as shall be necessary for maintaining free safe and commodious ingress and egress to and from the several houses and buildings and premises by or near which any such tramways shall be laid down or any such offices stables carriage-sheds warehouses works or conveniences shall be erected or built.

4. If at any time during the continuance of such diversion hindrance or obstruction as aforesaid the concessionaires shall fail to erect maintain and light any such hoardings or fences as aforesaid or to construct and maintain such foot-ways as in the last preceding paragraph mentioned it shall be lawful for the commissioners after 48 hours' notice in writing so to do shall have been left with the concessionaires or their agent in Madras to erect maintain and light such hoardings and fences and to construct and maintain such foot-ways at the expense and costs of the concessionaires.

5. The concessionaires shall after the construction of the said tramways in the said schedule hereunder written mentioned and of such other lines of tramway and branches of lines as aforesaid and after the laying down of such rails and the erection of such offices stables carriage-sheds warehouses works and conveniences as aforesaid be at liberty to use the same or any or either of them according to their respective natures and uses during the term of twenty-one years commencing from the expiration of 18 calendar months from the date hereof.

6. The commissioners shall not during the continuance of the said term grant any concessions of a nature similar to those herein contained on their part to any person or persons whomsoever until the same shall have been offered to and refused by the concessionaires.

7. The gauge of the said tramways shall be one metre or 3.28 feet and the tops of all rails to be laid down by the concessionaires shall be laid even with and shall not be higher than the surface of the roadway where the same shall be laid down.

8. The concessionaires shall be at liberty to lay down and construct at such places as shall be appointed in writing by the commissioners double lines of tramway or single lines with sidings and passing places as the commissioners shall by such writing approve.

9. The commissioners shall after the laying down construction and completion of the several tramways mentioned in the Schedule hereunder written and the offices stables carriage-sheds warehouses works and conveniences connected therewith hereinbefore mentioned have a lien upon such tramways offices stables carriage-sheds warehouses works and conveniences and upon such other tramways buildings and erections as shall thereafter be laid down erected and built by the concessionaires during the continuance of these presents, and upon the cars carriages trucks animals and other stock in Madras of the concessionaires as security for the due and faithful performance by the concessionaires of the several clauses covenants and agreements herein contained and on their part to be observed and performed subsequent to the laying down construction and completion of such tramways and buildings and erections as aforesaid and for the payment by the concessionaires of any monies which may be or become payable by them to the commissioners during the continuance of these presents under or by virtue hereof or of anything herein contained.

10. The concessionaires shall not without the consent in writing of the commissioners use any other than animal power for working cars and trucks on the said tramways or any of them.

11. The concessionaires shall during the continuance of the said term have the exclusive right of using the rails laid down on the said tramways with vehicles with flanged wheels or with other wheels suitable for running on such rails and no other person than the concessionaires (except as next hereinafter provided) shall have the right to use such rails with such vehicles or to run such vehicles upon such rails

Provided nevertheless that if at any time during the continuance of the said term the commissioners shall give three months' notice in writing to the concessionaires by delivering the same to them or to their agent at Madras of their intention so to do it shall be lawful for the commissioners to use the said rails with vehicles with such wheels as aforesaid for the purpose of removing street rubbish sweepings and night soil and other substances of a like nature between the hours of 9 P. M. of one day and 4 A. M. of the next day at such rates as may hereafter be agreed upon by and between the parties hereto.

12. The concessionaires shall at all times during the continuance of the said term be at liberty to use the said tramways and the buildings and erections connected therewith for the purposes of the carriage and accommodation of passengers and the carriage warehousing and storing of parcels general goods and merchandise at such fares and rates as the concessionaires may deem fit.

13. It shall be lawful for the concessionaires at all times during the continuance of the said term to open up all roads that may be necessary to enable them to lay down and keep in repair the said tramways or any or either of them Provided always that 48 hours (exclusive of Sundays and public holidays) before opening up any such road or roads as aforesaid, the concessionaires shall lodge with the commissioners for approval a statement shewing for what number of days it will be necessary for such road or roads to be opened up for the purposes aforesaid and in case such road or roads shall remain opened up beyond the number of days mentioned in such statement and approved by the commissioners then and in that case and so often as the same shall happen the concessionaires shall pay to the commissioners the sum of 50 Rupees for each day such road or roads shall remain opened up beyond the number of days mentioned in the said statement.

14. The commissioners shall and will within 48 hours after receiving notice in writing from the concessionaires so to do and at the expense and costs of the concessionaires repair and restore any such road or roads as shall have been opened up by the concessionaires as is in the last preceding paragraph mentioned and in case the commissioners shall not within such 48 hours so repair and restore any such road or roads as aforesaid it shall be lawful for the concessionaires so to do at their own expense and costs.

15. That in case it shall be necessary for the construction of the said tramways or any or either of them to remove or alter the position of any sewer or sewers or gas or water-pipes the commissioners shall within 8 days of the receipt by them of notice in writing from the concessionaires so to do but at the expense of the concessionaires remove such sewers and pipes and have such alterations therein made as by the concessionaires shall be reasonably required.

16. It shall be lawful for the commissioners at any time or times during the continuance of the said term after the expiration of 48 hours from the delivery by them to the concessionaires or their agent at Madras of a notice in writing of their intention so to do to remove any tramway or tramways for the purpose of enabling the commissioners to lay inspect or repair any sewer or sewers gas or water-pipe or pipes or to execute any other works whatsoever Provided always that such laying inspection reparation or other works as aforesaid shall be executed without unnecessary delay.

17. That if any portion or portions of any tramway or tramways shall be removed by the commissioners for the purposes aforesaid it shall be lawful for the concessionaires to repair such portion or portions so removed at the charge and expense of the commissioners.

18. That if at any time during the continuance of the said term it shall be found necessary for the purposes of the said tramways or any or either of them to alter the curves or gradients of any of the roads upon which such tramways shall be constructed or to alter repair or strengthen any bridge or bridges over which the same may pass it shall be lawful for the concessionaires after first submitting to and obtaining in writing the approval of the commissioners and the Government of Fort St. George to the details of and particulars of such alterations to execute the same at their own expense and charges.

19. Whenever such alterations or repairs are being carried out the concessionaires shall and will exercise their utmost diligence in carrying out the same in order to prevent as much as possible the obstruction of the ordinary public traffic on the roads where such alterations or repairs are being executed and will take every precaution to insure the safety and convenience of the public.

20. During the continuance of the said term the concessionaires shall and will be liable for any loss or injuries sustained by any person or persons by reason of the neglect or carelessness on the part of any of their officers or servants during the construction repair or working of the said tramways or by reason of such construction repair or working.

21. Nothing contained in these presents shall give to or vest in the concessionaires any right other than that of using during the continuance of the said term any road or bridge along or across which any tramway constructed by the concessionaires may be laid for the purposes of such tramway.

22. The commissioners may from time to time make rules and regulations as to the speed at which cars and trucks shall be run upon the said tramways and for the working of the traffic on the said tramways whether such cars and trucks and traffic as aforesaid be for the conveyance of passengers or goods.

23. The concessionaires shall be at liberty from time to time to make rules and regulations regarding the conduct management and arrangement of the said tramways and of the passengers and goods conveyed thereon but such rules and regulations shall have no force or effect until the same shall have been approved by the commissioners confirmed by the said Government of Fort St. George and advertised in two consecutive issues of the *Fort St. George Gazette*. Such rules and regulations shall be printed and affixed in some conspicuous position in the chief office of the concessionaires.

24. During the continuance of the said term the commissioners shall and will preserve and keep the roads and bridges on or over which any of the said tramways shall pass in a proper state of repair with the exception of the rails and sleepers and other mechanical contrivances with which the said tramways shall be constructed and the concessionaires shall and will pay to the commissioners yearly the actual cost and expense incurred by the commissioners in repairing each and every mile of so much of the road as shall be between the rails and 18 inches on each side of the said tramways the first of such payments to be made one year after the commencement of traffic on the said tramways or any or either of them or any part or parts of any or either of them.

25. The concessionaires shall and will preserve and keep in a good state of preservation and fit for use the rails sleepers and other mechanical contrivances of which the said tramways shall be constructed and in default of their so doing within 48 hours (Sundays and public holidays excepted) after notice in writing from the commissioners left with the concessionaires or their agents in Madras it shall be lawful for the commissioners to do all necessary repairs to such rails sleepers and other mechanical contrivances to render them fit for use at the expense and charge of the concessionaires.

26. If the concessionaires shall not at the expiration of 18 calendar months from the date of these presents have bona fide and substantially commenced to construct the said tramways or some or one of them it shall be lawful for the commissioners to put an end to this contract and to every clause and agreement on their part herein contained and thereupon the same shall cease and be of no effect.

27. At the expiration of the said term and at the expiration of every 7 years subsequent thereto the commissioners shall be at liberty to purchase from the concessionaires and the concessionaires shall be bound to sell to them the commissioners the said tramways and all buildings machinery and appurtenances connected therewith and all cars carriages trucks animals and other stock belonging thereto or used therewith or thereon for a sum equal to 25 years purchase of the average profits of the said tramways such average to be calculated on the profits of the 3 years immediately preceding such purchase and sale.

28. The concessionaires shall at all times during the continuance of the said deposit of Promissory Notes or Securities hereinbefore mentioned provided the agreements herein contained on the part of the concessionaires shall be performed and observed to the satisfaction of the commissioners be entitled to receive as and when the same becomes due the interest from time to time accruing on the Promissory Notes or Securities so deposited as aforesaid.

29. Within three calendar months from the laying down construction and completion of the said tramways buildings and erections provided the concessionaires shall have fully complied with the provisions on their part herein contained and then and by that time to be observed and performed to the satisfaction of the commissioners.

the Promissory Notes or Securities of the Government of India so deposited as aforesaid shall be re endorsed and returned to the concessionaires.

30. In case at any time during the laying down and construction of the said tramways buildings and erections or within three months from the completion thereof or of any prior determination of these presents any money shall be due from the concessionaires to the commissioners under any of the provisions herein contained it shall be lawful for the commissioners to sell and dispose of all the Promissory Notes or Securities of the Government of India so deposited by the concessionaires as aforesaid or such one or more of them as shall or may be necessary at and for the market value thereof and with and out of the proceeds of such sale (after payment thereof of all expenses connected therewith) to retain and reimburse themselves all such sums as shall be due and owing by the concessionaires to the commissioners under or by virtue of these presents.

31. If the amount of the proceeds realized by the sale of all the said Promissory Notes or Securities so deposited as aforesaid after payment thereof of all expenses connected with such sale shall be insufficient to pay and satisfy the whole of such sums as aforesaid then and in that case it shall be lawful for the commissioners to recover the residue thereof by legal proceedings against the concessionaires upon the covenants and agreements herein contained.

32. In case at any time after the laying down construction and completion of the tramways and the buildings and erections aforesaid and during the continuance of these presents any money shall be due from the concessionaires to the commissioners under any of the provisions herein contained it shall be lawful for the commissioners after 7 days demand in writing for any such monies shall have been left with the concessionaires or their agent in Madras to sell any of the said tramways or any portion thereof or any rails sleepers or other things of which the same may be constructed or any of the buildings cars carriages trucks animals or other stock in Madras belonging to the concessionaires at and for the market value thereof respectively and with and out of the proceeds of such sale (after payment thereof of all expenses connected therewith) to retain and reimburse to themselves all such sums as shall be due and owing by the concessionaires to the commissioners under or by virtue of these presents.

33. If at any time during the continuance of these presents any difference shall arise between the commissioners and the concessionaires in regard to the construction of any of the articles herein contained or to any act matter or thing to be done in pursuance hereof or with regard to any other matter or thing relating to these presents such difference shall be forthwith referred to arbitration in manner following (that is to say) each of the parties in difference shall appoint an arbitrator and the two arbitrators so appointed shall within ten days after the appointment of such one of them as shall be last appointed appoint an umpire but if either of the said parties in difference shall refuse or neglect to appoint an arbitrator for the space of ten days after being requested so to do by the other party or shall appoint an arbitrator who shall refuse or neglect to act as such arbitrator then the arbitrator chosen by the party making such request shall appoint an arbitrator on behalf of the party or on behalf of the arbitrator named by them who shall refuse or neglect as aforesaid and the matters in difference shall be referred to the arbitrators so chosen or appointed in default respectively as aforesaid and if by reason of any misunderstanding or disagreement or otherwise the parties disputing any such matter or thing as aforesaid shall fail to obtain an award by the said arbitrators then it shall be lawful for the Court having jurisdiction over any such matter or thing as aforesaid to refer the same to arbitration by arbitrators appointed by such Court in lieu of the arbitrators hereinbefore mentioned in order to give such Court jurisdiction therein under the 326th and 327th Sections of Act No. 8 of 1859 entitled "An Act for simplifying the procedure of the Courts of Civil Jurisdiction not established by Royal Charter" or Section 40 of Act No. 9 of 1850 entitled "An Act for the more easy recovery of small debts and demands in Calcutta Madras and Bombay" and in every such case neither of the parties hereto on application being made to file these presents or to enter the award as Judgment according to the provisions contained in the sections hereinbefore mentioned respectively shall object or in any wise shew cause against or prevent directly or indirectly the filing of these presents or the entering of the award as the case may be accordingly.

34. If at the expiration of the said term the commissioners shall decide not to and shall not purchase the said tramways and the buildings machinery and appurtenances connected therewith as hereinbefore in para. 27 provided then and in that case

the several clauses provisions and agreements herein contained shall remain and be of full force and effect so far as the same shall then be applicable until such time as the commissioners shall make such purchase or until the said clauses provisions and agreements shall be otherwise determined.

35. If at any time during the continuance of these presents any proceedings either at Law or in Equity shall be commenced by either of the parties hereto the concessionaires shall sue and be sued by and in the name of Messrs. Dymes and Company of Madras or by or in the name or names of such other agent or agents in Madras as the concessionaires shall from time to time appoint and in case of no such appointment then in the name or names of the last agent or agents whose name or names shall be known to the commissioners and service of any process of any court issued at the instance of the commissioners upon the said Messrs. Dymes and Company or upon such other agent or agents as aforesaid shall be taken to be good service of such process upon the concessionaires. In witness whereof the common seal of the commissioners hath been hereunto set and the said Sir James Anderson and William Henry Davies have hereunto set their respective hands the day and year first above written.

The Common Seal of the Municipal
Commissioners for the Town of Madras
has been hereunto set in the presence of



(Signed) N. BAZELY, JR.,
Manager, Municipal Office.

(Signed) CHARLES DENISON,
President Municipal Commission.

(„) W. H. AXELBY,
*Id. Accountant and Book-
keeper, Municipal Office.*

Signed by the said Sir James Ander-
son and William Henry Davies in the
presence of

(Signed) JAMES ANDERSON,
by his Attorney,
A. F. PATER.

(„) WILLIAM HENRY DAVIES,
by his Attorney,
A. F. PATER.

(Signed) N. BAZELY, JR.,
Manager, Municipal Office.

(„) W. H. AXELBY,
*Id. Accountant and Book-
keeper, Municipal Office.*

No. 28-12

From

THE SCHEDULE ABOVE REFERRED TO.

Tramway No. 1, commencing opposite Messrs. Shand and Co.'s Cotton Press in Royapooram, running along the North Beach Road past the Railway Terminus and the entrance to the Pier to Messrs. Parry and Co.'s premises, thence running westward along the Esplanade Road and China Bazaar Street across the Canal and terminating in the yard of the Salt Cotaury Railway Station.

Tramway No. 2, commencing by a junction with Tramway No. 1 opposite the Patcheappah's Hall, and running along Eroosappa Maistry Street, Evening Bazaar Road, Maneappah Naick Street and the Hospital Road, across the Hospital Bridge along the Hospital Esplanade Road and a portion of Poonamallee Road, and terminating at or near the Gun Carriage Manufactory.

Tramway No. 3, commencing by a junction with Tramway No. 2 opposite the end of Sydenham's Road, and running in a southerly direction across Law's Bridge along Mudgely Street, a short distance in Arnacwella Naick Road and along Sawmy Naick Street past the east approach to Harris' Bridge along Blacker's Road past the Round Tannah in the Mount Road, and a short distance along the Wallajah Road, thence along the Triplicane High Road, and terminating at the intersection of such Road and the Ice House Road.

*Commission had no objection to my rule
and*

YBEN 7

DATED 10th JANUARY 1873.

THE MUNICIPAL COMMISSIONERS
FOR THE TOWN OF MADRAS

WITH
SIR JAMES ANDERSON

AND ANOTHER.

AGREEMENT for Construction and
Maintenance of Tramways in Madras.

PRICHARD & BARCLAY,
MADRAS

Adopted

46 26 July 11 2 52 27

Executive Engineer. C. J. J.

No. 2814.

From

THE SUPERINTENDENT,

MADRAS HARBOUR WORKS.

To

Colonel E. A. Ford, R. E.

Secretary to Government P. W. D.

Roads & Buildings Branch

MADRAS, 26th June 1877.

Sir,

I have the honor to inform you that
I have stopped the progress of the Beach
Railway in consequence of having received
the enclosed letter from Messrs Arbutnot
Esq. on June 26th.

2. The subject of the Beach railway has
been freely discussed and my plan for
taking it along the disused tramway ap-
peared to meet with the approval of Govern-
ment and of the Harbour Committee. -
Moreover previous to my arrival here,
much of that same disused tramway line
(the Eastern line of the two) had been taken
up to allow the Harbour Works lines to be
laid across the beach road. -

3. I ascertained that the Municipal
Commission had no objection to my line

and

and I have now nearly got it completed
in spite of the rice traffic. I hoped to have
it completed by July 2^d but since receiving
this letter from Messrs. Abbot & Co. I
have stopped the work. —

14. I shall be glad to learn whether this course meets with the approval of your parent, and further I would respectfully ask for instructions as to whether I may proceed with the line or not.

Please the Prince to let

Yours Sir, ever and
Your most Obedient Servant

A. Pharrington

Superintendent

Attestas per Coram 1884

Madras 25 June 1877.

F. R. Thorogood Esq.

Superintendent. Dr. Hunter Works

hadras.

Sir,

In reply to your letter of the 22nd we have been acting for the Liquidator of the Tramway Company in settling outstanding accounts, and at present are awaiting for further instructions as to the future disposal of the line and other property.

The entire property including the concession line ~~see~~ is heavily mortgaged to parties in England. —

We are not aware under what authority, the Municipal Commission have sanctioned your removal of any part of the Tramway Line or your encroachment upon ground which has been conceded to the Tramway Company - We think it is probable that a claim for damages will be put forward by the mortgagees should any encroachment upon their line take place - and so far as our powers extend we hereby give you notice on behalf of the Tramway Company and the mortgagees that until you have satisfactorily arranged matters with them you cannot

be permitted to occupy the ground, or remove
materials, or interfere with the line in
any way whatever.

We are, &c.

Respectfully Submitted

(True Copy)

J. H. Hallowood.

Superintendent

Re. Harbor Works.

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0006

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6602-37
Roads & Buildings

From The Superintendent
Madras Harbour

It seems true that
we must have the
land for tempo-
rary use

Must we not de-
rect the for. Solicitor
& place himself in
communication

with Messrs. & Co
& submit proposals
with expedition?

20/6 M

GC 26/7/77 J.B.H. 329

Beach Railway
Forwards copy of Letter from
Messrs. Abbott & Co. re-
ferring to the Tramway
being encroached upon for

R.C. 7.7.77
27.7.77

on 27/8/77

6/11/391

Madras Municipality
Engineering Deptt.
18 June 1877

The Superintendent
Madras Harbour

Yours of the 16th instant 1877.
The property in question belongs
to the Creditors of the Madras Tramway
Company Limited which is in
liquidation. Messrs. Abbott & Co.
are the Agents of the Liquidators.
If you remove the Tramway
(and considering that the Company
have failed to work the Tramway
I should imagine that their contract
from the Municipality must have
ceased and determined) I have no
objection on the part of the Municipality
to your taking up a portion of
the Roadway for the Harbour
Railway.

anyway permitted you do not
encroach beyond the line of the
best rail of the east tramway

I have the honour to be

Yours most obedt servt

J. C. B. Burrow & Co.

Acting President

Municipal Commission

Truce Copy

Ex. Eng. 1000

To

Madras 20 June 1877

C. B. Burrow & Co.

Acting President

Municipal Commission

Madras

Dear Sir,

We have to acknowledge receipt of your
letter of the 18th inst. N^o. 331 with its enclosure

We have perused the Commission
to Sir James Anderson and Mr. Davies
but we can find no provision in it that the
Concessionaires, are to continue to use the
Tramways, or that the Commissioners can
remove them on the ground of Public Con-
venience Clause 31 however provides that
the Concessionaires shall preserve, and
keep in a good state of preservation and fit
for use, the rails, sleepers, and other mechan-
ical contrivances of which the Tramways are
constructed, and in default of their so doing
within 48 hours after notice in writing from
the Commissioners left with Concessionaires,
or their agents in Madras, it shall be lawful
for the Commissioners to do all necessary re-
pairs to such rails, sleepers, and other mechan-
ical contrivances to render them fit for use
at the expense and charge of the Concessionaires
Clause 32 provided that in case at any time
after the laying down construction and completion
of the Tramways &c &c and during the
Continuance

recd. 1.1.11
2.7.77
on 27/6/77

Continuance of the Concession, any money shall be due from the Concessionaires to the Commissioners under any of the provisions contained in the Concession, it shall be lawful for the Commissioners after 7 days demand in writing for any such moneys shall have been left with the concessionaires or their Agent in Madras to sell any of the said Tramways, or any portion thereof or any rails sleepers or other things of which the same may be constructed or any of the buildings &c in Madras belonging to the Concessionaires, and out of the net proceeds of such sale to retain, and reimburse to themselves all such sums, as shall be due and owing by the Concessionaires to the Commissioners under or by virtue of the Concession.

If therefore the Commissioners repair the tramways under Clause 25 and money thus becomes due to the Commissioners by the concessionaires, or if by reason of repairs done under Clause 25 money is or becomes due to the Commissioners by the Concessionaires, you can proceed under Clause 32, and make a demand of the money so due and if the same be not paid in 7 days from service of demand you can proceed to sell the Tramways and the rails sleepers &c of which they are constructed. You would not however be justified in selling more at the time than would be sufficient to meet the demand.

Under Clause 24 the Concessionaires are bound to pay the Commissioners yearly the actual cost of repairing the roadway between the rails and 18 inches on each side of the tramways and if any money due for such repairs is not paid you can proceed under Clause 32.

W

11
We fear there is no other mode in which you can
under the concession get rid of the tramways than by doing
repairs from time to time under clause 24 and 25
and thus creating debts due by the Concessionaires
and then after demands for such debts and defaults in
payment, selling sufficient of the tramways to pay such
debts. We do not know if the Concessionaires have any.
Agents in Madras we believe Messrs. Arthur & Co.
are only Agents for the Company but the Company
is of course bound by the terms of the Concession
if they purchase the Concessionaires' rights under
it. It might possibly be said that by neglecting
to keep the Tramways in proper repair the Con-
cessionaires have setup obstructions in the street
which the Concessioners are authorized under
Section 117 of the Act to remove, but we hardly like
to advise you to proceed under that Section, and
if you did, you could only remove such parts of
the tramways as have actually become obstructions.

The Commissioners have no power under
Clause 27 of the Concession until the expiration
of 21 years commencing from the expiration
of

of 12 months from the date of the Concession or 22
years from 10th February 1873 (see Clause 5).

We return the Concession and
the correspondence which accompanied
your letter, respectfully and

We are, Dear Sir
Yours faithfully
Signed, Barclay and Morgan

True copy
J. H. H. H.
J. H. H. H.

Municipal Commissioners' Office,

EX-ENGINEER'S DEPARTMENT,

Madras, 4th July 1877

E. No. 463

From

J. A. JONES, Esq.,

Executive Engineer, Municipal Commission.

To

Col. E. A. Ford J.C.
Secretary to Government M.D.

Sir,

With reference to your Memo.
N^o 1833, I have the honour to for-
ward Copy of the Acting President's
reply to Mr. Shorroood who asked
the Municipality for permission
to lift the tramway.

I also forward a printed
Copy of the Concessions granted and
a copy of an opinion of 20 June
1877 by Messrs Barclay & Morgan
as to the powers of the Commissioners
under that concession.

I have the honour to be
Your most Obedt^{ly} Servant

J. Jones
Exec Engineer
Municipal Commission

40268 July/77 10074327

60177
6602

1906
Forwarded to the
Advocate General for
advice.

(By order)

4026 July 1877 No. 329A
EA and Col. M. L. L.
Secretary to Govt.

11 July 1877
No. 378

The Government Solicitor.

27.7.77
C. 27/10/77

Opinion.

70

I do not find in the papers submitted to me any ground upon which the encroachments upon the line of Tramway can be legally justified. The property in the Tramway seems to be vested in the Creditors of the late Tramway Company. In case of a breach of the agreement dated the 10th February 1873 between the Municipal Commissioners for the Town of Madras and Sir James Anderson and another, the remedies prescribed in the agreement must be enforced, as is pointed out in the letter of Mess^{rs} Barclay and Morgan to Mr Burrows, dated the 20th June 1877. The consent of the persons having a present interest in the Tramway to the continuance of the Beach Railway ought to be procured if possible; but, the Tramway Company being in liquidation, the value of the line of Tramway at present cannot be much and, unless there is a prospect of a new Company being formed which would purchase the existing line, the value is likely to decrease. If necessary the land might be acquired for public purposes and for Companies under Act X of 1870. In any case the damages which the Creditors of the Tramway Company would recover for the encroachment would probably be trifling.

/ Signed / P. O. Sullivan.
At. Advocate General.

Madras. 13th July 1877.

/ True Copy /
C. Barclay
Government Solicitor.

N^o 319.

Madras, 14th July 1877.

From Ernest Barclay
Government Solicitor
Madras,

To Colonel E. A. Ford, R. E.
Secretary to Government
Public Works Department
Fort St. George.

Sir,

1. I have the honor to acknowledge receipt of the Order of Government dated 11th July 1877, N^o 1906 (made on letter from the Executive Engineer, Municipal Commission, to Government dated 4th July 1877, N^o 453) together with its enclosures, requesting the Acting Advocate General's opinion relative to Messrs. Arbuthnot & Co's objection to the Tramway line being encroached upon for the Beach Railway.

2. I submitted the matter for the consideration of the Acting Advocate General, and I now forward herewith a copy of his opinion and return the enclosures which accompanied the above Order of Government.

I have the honor to be

Sir,

Your most Obedient Servant

Ernest Barclay

Government Solicitor.

Enclosure in reply from
the Government Solicitor
to the Secretary to Government
-namely P. W. Department
Fort St. George, dated 14th
July 1877. N^o 319.

14 JUL 77
6907

40261 July 1877 N^o 319

W.D.
14 JUL 77
6906

4
Awards copy of the
Acting Advocate General's
opinion relating to the
Municipal Commission
to the Attorney General
concerned with the
Public Railway, and
Returns the enclosure.

W.D. 18/7/77
The Government's letter for
the Secretary to Government
Public Works Department
not to be
dated 14/7/77
Recd 13/7/77

10.26.77 July 5) 15.2.3.290

Can 16.7.77

24/25
C. no 6602.
From
The Executive Engineer
Municipal Commission
No. 453

Dated 4 July 1977.

Subject - Lifting the
Tramway for Harbour.

No. 1906 of 11 July 77

Forwarded to the
Advocate General for
advice

(By order)

W. A. F. Wood
Sd/- E. A. Wood
Coll. R.E.
Secy to Govt. P.W.D.

To
The Govt. Engineer

Yr. order
1/11/77

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the

Read the following:—

Letter from the Supt. Madras Harbour Works } (H.C. No 28. M. of 26th June 1877)

The Superintendent

I am troubled at this -
before the opening of
the concourse station
its terms?

I am clearly convinced
that it extends to the extent
indefinitely of its from
the railway. It is not
going to public opening
with the same time. However
that the Municipality for the
operation of the same
in the same. And as
the public works are in
it is laid in the
charge of the Municipality
for low in any case. Mr.
Harrison of the Beach
Railway on the side of the
consent of the Municipality
to the Superintendent
Madras Harbour Works.

should put himself in Commu-
nication with Messrs. Arbuthnot
& Co. informing them to what
extent he finds it necessary to
disturb the Tramway, and offer
to care for, and properly store,
such material as he may
remove, and he should enter
into an agreement to restore
the Tramway to its present
condition when necessary,
and will not proceed with
the laying the Beach Railway
for the Harbour Works until
he receives permission from
Messrs. Arbuthnot & Co.

ENT
27/6

The first thing is to supply
the water for the tramway
the same.

It is intended that
the Board have been
granted an absolute
right for all time
in the mean time
the Government
agrees with the
Board for 25 years
Sugg - 1877
any claim for a
which does not
entered upon

5826
3826

Recirculated
for orders with respect
from the Municipality
No. 453 dated 1st July 1877

Edmond - Col. R.
Secty to Govt. 1877
7-7-77

I think he had better send
the papers to the Adm. for
advice. The papers were
to have been sent to the
Commissioners during any
thing but keep the drawing
in good preservation of it for
use. They may have it with
for all time & cost - but
they can't be required & removed
it.

[Ltr 4.7.77] I have
clame 16 - will I should
get me into the Board

Mr. Garrison
The Editor
About the drawing
long time
and then by
the Board
It had not
any more
24.7.77

Accused by this one
Sided Foreign
Q.C. 7.7.77. Ret. 26.7.77.
Q.C. 7.7.77
Cir 27/6/77
C. 18.7.77

in writing permission
from Dep^t of Education
Ho. to do so.

907
2/7

Sup^t Madras Harbour Works.
MS Dep^t - 26-7-77

Class 1896
1892
1296
No. 1 of 1877 Order.

PUBLIC WORKS.

To *the Sup^r of the Harbor Works*

Board

Land

Recd.

Recd.

C. O. 21st July 1897, No. 481 W

Nos. 329-330

*Removal of the Tramway
line for laying the Reach
Railway for the Harbor
works.*

But no Rep^t

MS Rep^t - 21-1-11