

- (1) பக்கங்களின் எண்ணிக்கை _____
 (2) புதுக்கித் திருப்பிய நாள் _____
 (3) ஆதாரங் குறிப்பவர் சுருக்கொப்பம் _____

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

Printed copy

Public கிழை

அரசாணை எண். மு. கோப்புத் தாள் எண்.	93	அச்சகம் பலவகை
நாள் :	17.1.1896	199

மடிக்கவேண்டிய கையாளவோ கூடாது.

This Indenture, made the 4th day of September 1895 between the *Asiatic Steam Navigation Company, Limited*, being a Joint Stock Company with limited liability, registered under the provisions of the English Companies Acts (hereinafter and so as to include their successors called the Company) of the one part, and *The Secretary of State for India in Council* (hereinafter and so as to include his successors in office and assigns called the Secretary of State) of the other part. *Witnesseth* that the Company do hereby covenant and agree with the Secretary of State in manner following, that is to say :

1. The Company shall and will at all times during the continuance of this contract, or so long as the whole or any part of the service hereby agreed to be performed ought to be performed in pursuance thereof, provide, maintain, and keep seaworthy and in complete repair and readiness for the purpose of conveying all the mails of the Government of India, troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender, and specie as hereinafter provided, a good and efficient screw steam vessel, for the line of communication hereinafter mentioned, and that such vessel shall be of not less than seven hundred tons gross register tonnage, and shall be provided and supplied with first rate steam engines of not less than one hundred and twenty horse-power.

2. The vessel to be employed under this contract shall be fitted up with a magazine capable of holding gunpowder or other combustibles to the extent of fifteen tons if under one thousand tons gross register tonnage, and twenty tons if of one thousand tons gross register tonnage or upwards, and shall always be supplied and furnished with all necessary and proper engines, machinery, furniture, tackle, apparel, fittings, boats, stores, fuel, oil, tallow, provisions, anchors, cables, fire pumps, and other proper means for extinguishing fire, charts, chronometers, proper nautical instruments, and whatsoever else may be requisite and necessary for equipping the said vessel, and rendering her constantly efficient for the service hereby contracted to be performed, and also manned and provided with competent officers with appropriate certificates granted pursuant to the Act or Acts in force at the date of this contract or for the time being in force relative to the granting of certificates to officers in the merchant service, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men to be in all respects as to vessel, engines, equipments, engineers, officers, and crew subject, in the first instance, and from time to time, and at all times afterwards, to the approval of the Government of India on behalf of the Secretary of State.

3. The Company shall at all times during the continuance of this contract have in constant readiness for the due execution of the service hereby contracted to be performed, a vessel equal in tonnage and efficiency to the one hereinbefore stipulated to be provided, and

shall in every case of the said vessel becoming disabled, immediately at their own cost and charge, replace the same by another good and efficient vessel of tonnage and power as aforesaid.

4. The Company shall and will establish and maintain a line of communication by such steam vessel as aforesaid between the several ports and places hereinafter mentioned, that is to say, a line of communication from Calcutta to Port Blair and thence to Rangoon and back to Port Blair and thence to Madras and back to Port Blair and thence to Rangoon and back to Port Blair and thence to Calcutta, and such communication and service shall be performed once in every six weeks or nine times in every year and shall leave Calcutta once in every six weeks on the day mentioned in the Schedule hereto annexed and marked A, the first of such voyages to commence on the 8th day of February 1895.

5. The times of departure and arrival of the said steam vessel on her voyages in the said line of communication from and to Calcutta, and the several other ports and places aforesaid, and the times within which the runs in the said voyages shall be made from place to place and the periods of time she shall be detained and stay at the said ports and places, shall be those mentioned in the said Schedule A.

6. If, at any time or times during the continuance of this contract, the Government may alter time of departure, etc. Government of India shall deem it requisite to alter the particular days or hours of departure from and arrival at all and every or any of the ports or places, to or from which the said vessel is to run, or the said mails are to be conveyed under or by virtue of this contract, the said Government shall be at liberty at any time or times, and from time to time so to do on giving one calendar month's notice of such intention to the Company, and the particular days, times, and hours of departure from and arrival at all and every or any of such ports or places which may be appointed by any such alteration in force for the time being shall be deemed to be the days, times, and hours of departure and arrival of the said steam vessel and mails under this contract, and shall be observed and kept by the Company accordingly. Provided that the Company shall not be required by any such alteration to run more than one steamer on the said line of communication in any six weeks.

7. If the Government of India, or the Post Master General of Bengal or Madras, or the Deputy Post Master General of Burmah, or the officer of Government for the time being in charge of Port Blair or the Andamans, or in their absence respectively, the persons exercising their functions, or the Chief Civil Officer at any of the said ports or places respectively, consider it requisite for the public service, that any vessel employed under this contract should delay her departure from Calcutta or from any of the ports or places aforesaid as the case may be beyond the periods herein agreed upon, and mentioned in the said Schedule (or if the Company shall so request), the said Government, or Post Master General, or Deputy Post Master General, Burmah, or the said Chief Civil Officer shall have power and be at liberty to order or permit such delay (not, however, exceeding twenty-four hours) by letter addressed to the Master of any such vessel, or person acting as such and which shall be deemed a sufficient authority for such detention.

8. The Company and the Master of any vessel employed or to be employed under this contract shall, during the course of any voyage when required by the Government of India so to do, call at The Krishna Light Vessel for the purpose of leaving any officer or officers of the said Government for the purpose of inspecting the said light vessel there, or otherwise for the service of the said Government, and of bringing away any such officer or officers, and also of delivering there any stores which may be desired to be delivered there by the said Government, but for the passage money of the officers and for the carriage of the stores a fair and proportionate charge may be made.

9. During the continuance of this contract the said steam vessel shall on every voyage duly and safely carry all mails of the Government (including all despatches, bags of letters, packets, and Post Office stores) which by the Government of India or the Post Master General, or Deputy Post Master General, Burmah, or the persons exercising their functions respectively, or the Chief Civil Officer or Post Master of any of the ports or places herein mentioned, shall be required to be conveyed on such voyage between any of the ports and places aforesaid, and shall also in like manner carry and convey all such troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender, and specie from any port to any other port as may be required in that behalf by any of the said authorities to be carried and conveyed on behalf of Government from, to, and between any of the said ports and places in like manner, and on the terms expressed in these presents.

10. The Company shall and will, when and so often as they or, as respects places other than Calcutta, when and so often as they or the Master of their vessel shall, by notice in writing, be required so to do by the Government of India, or by any of their Civil or Military or Naval servants or Agents acting under their authority, receive, provide for, victual, and convey on board such vessel or vessels to and from and between any of the places to which such vessel is about to proceed, and at the several rates of passage money specified in the schedule hereto annexed and marked B, according to the several classes of passengers therein provided for, such persons as shall be certified as proceeding on the public service, and shall and will in like manner, on the requisition in writing of the Post Master or of the Chief Civil Authority at any port or place, receive, provide for, victual, and convey any postal officer proceeding on duty, free of all charge, and shall also in like manner convey such stores, goods, sheep, cattle, live stock, provender, and specie as they may be required by the said authorities, or any of them, charging for freight in respect thereof at the rate specified in that behalf in the said Schedule B, and such passengers in the public service, stores, goods, sheep, cattle, live stock, provender, and specie shall be so conveyed at all times in preference to private passengers or ordinary freight. Provided always that in case of troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender, and specie required to be carried for the Secretary of State by the Company from Calcutta under this contract, notices of such requisition shall be given to the Company's Agents for the time being at Calcutta one week at least before the time appointed for the sailing of the vessel, by which such troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender, and specie shall be so required to be carried in order that the Company

may know what space can be placed at the disposal of the public. The Company shall not carry any mineral oils on board the vessel employed or to be employed under this contract except with the previous sanction and on the conditions prescribed by the Governments of India or Bengal.

11. Whenever the Company shall carry sheep or cattle in their vessel on behalf of the Government of India, as hereinbefore provided such sheep and cattle shall be carried between decks of the said vessel, and the Company shall take all necessary precautions for their safety and accommodation without being paid any additional charge or remuneration beyond what is set down in the said Schedule B.

12. The Company shall not, nor shall the Master of the vessel employed or to be employed under this contract, receive or permit to be received on board the vessel employed under this contract, any letters for conveyance other than those required to be conveyed under, or by virtue of clause nine of this contract, and such letters as are or may be provided for in the Indian Post Office Act of 1866, Section V, or other the Indian Post Office Act for the time being, and in case of any and every breach of this clause the Company shall forfeit and pay to the Secretary of State the sum of Ten Rupees for every letter so improperly received on board such vessel.

13. The mails, troops, passengers, convicts, stores, and other things hereby contracted to be carried by the Company shall be duly, safely, and with all possible despatch delivered and received at each of the ports or places to which the said vessels are to proceed in the performance of this contract, the Secretary of State providing boats for the troops, passengers, convicts, stores, and other things, but not for the mails for which the Company shall provide boats, and the mails shall in every case be conveyed to and from shore in a suitable and seaworthy boat of not less than four oars to be furnished with effectual covering for the mail bags, and properly provided, manned, and equipped by the Company.

14. If the Company shall at any time fail to provide an efficient vessel in accordance with the terms of this contract, ready to put to sea from any one of the ports or places hereinbefore mentioned on and at the duly appointed day, hour or time, then and in each case, and as often as the same shall happen, the Company shall forfeit and pay to the Secretary of State the sum of Rupees (250) Two hundred and fifty for each and every successive twenty-four hours up to the seventh day inclusive, which shall elapse from and after the duly appointed hour, until such vessel shall actually proceed to sea on her voyage in the due performance of this contract, and in calculating such delay, any fraction of a day shall reckon as a complete period of twenty-four hours.

15. In case any vessel employed or to be employed in the performance of this contract shall not arrive at the several ports or places at the times at which, having regard to the stipulated duration of the passages, the same vessel ought to so arrive then, and in each and every such case, and as often as the same shall happen, the Company shall pay unto

the Secretary of State the sum of Rupees (25) Twenty-five for every hour or fraction of an hour during which the said vessel shall fail to arrive at the next port of destination, but nevertheless so that the Company shall not in any case be liable to any penalties under this clause if the delay shall have arisen in consequence of the Government of India having required the vessel making such default to call at the Krishna Light Vessel under clause eight of this contract, nor if the default be proved to the satisfaction of the Government of India (which shall be notified in writing to the Company by one of the Secretaries to the Government of India, or by the Director-General of the Post Office) to have arisen from circumstances over which the Company and their servants had not and could not have had any control.

16. In case any such vessel shall fail to remain at any of the ports or places mentioned in the said Schedule A for the spaces of time in the said Schedule A provided (unless the earlier departure of such vessel shall be authorised in writing by the Government of India or the Director-General of the Post Office, or the Post Master General, or Deputy Post Master General aforesaid, or Chief Civil Officer, at the said port or place) the Company shall forfeit and pay to the Secretary of State the sum of Rupees (100) One hundred for every hour and fraction of an hour, which such vessel shall fail to remain less than the specified time.

17. The Government of India shall have full power whenever, wherever, and as often as the said Government may deem it requisite to survey and inspect by any of their officers or servants the vessel employed, or to be employed in the performance of this contract, and the hull thereof, and the engines, machinery, furniture, tackle, apparel, fittings, boats, stores, equipments, officers, engineers, and crew thereof, the said vessel to be opened in her hull whenever the said officers, or servants of Government authorised to survey as aforesaid may require, and if such vessel, or any part thereof, or any engine, machinery, furniture, tackle, apparel, fittings, boats, stores, or equipment thereof shall on any such survey be declared by any of such Officers or Agents unseaworthy or not adapted to the service hereby contracted to be performed, such vessel shall be deemed inefficient for the service hereby contracted to be performed, and shall not be employed again in the conveyance of the said mails, troops, passengers, convicts, stores, goods, sheep, cattle, live stock, and other things until such defect or deficiency shall have been repaired, or supplied to the satisfaction of the said Government, and if such vessel shall be employed for the carriage of the mails, troops, passengers, convicts, stores, goods, sheep, cattle, live stock, and other things or any of them before such defect or deficiency shall have been repaired or supplied to the satisfaction of the said Government, the Company shall forfeit and pay to the Secretary of State the sum of Rupees (2,000) Two thousand.

18. The Company and all Commanding and other Officers of the Vessel to be employed in the performance of this contract, and all agents, seamen, and servants of the Company shall at all times during the continuance of this contract punctually attend to the orders and directions of the Government of India, or (as respects places other than Calcutta) of the Governor, or Post Master General, or Deputy Post Master

Public (1896) Department.

ORDINARY MS.

G.O., No. 93

Dated 17th Jan: 1896.

INDEXED.

[Despatch Abstract.]

ANDAMAN MAIL SERVICE.

Communicating to the departments concerned and to the Lieutenant-General Commanding the Forces copies of a contract entered into by the Government of India with the Asiatic Steam Navigation Company for the-----.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Stamp 0-8-0.

This Indenture, made the 4th day of September 1884, between the *Asiatic Steam Navigation Company, Limited*, being a Company with limited liability, registered under the provisions of the Companies Acts (hereinafter and so as to include their successors and assigns) of the one part, and *The Secretary of State for India in Council* (hereinafter and so as to include his successors in office and assigns called the Secretary of State) of the other part. *Witnesseth* that the Company do hereby agree with the Secretary of State in manner following, that is to say,

1. The Company shall and will at all times during the continuance of this contract, or so long as the whole or any part of the service hereby agreed to be performed shall be required to be performed in pursuance thereof, provide, maintain, and keep seaworthy and in complete repair and readiness for the purpose of conveying all the mails, troops, passengers, convicts, stores, goods, sheep, and other cargo, and provender, and specie as hereinafter provided, a good and efficient steam vessel, for the line of communication hereinafter mentioned, and the vessel shall be of not less than seven hundred tons gross register tonnage, and shall be provided and supplied with first rate steam engines of not less than twenty horse-power.

2. The vessel to be employed under this contract shall be fitted with proper equipment of vessel. magazine capable of holding gunpowder and combustibles to the extent of fifteen tons if under five hundred tons gross register tonnage, and twenty tons if of one thousand tons or upwards, and shall always be supplied and furnished with proper engines, machinery, furniture, tackle, apparel, fittings, boiler, oil, tallow, provisions, anchors, cables, fire pumps, and other proper apparatus for extinguishing fire, charts, chronometers, proper nautical instruments, and whatever else may be requisite and necessary for equipping the said vessel and keeping her constantly efficient for the service hereby contracted to be performed.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

This Indenture, made the 4th day of September 1895 between the *Asiatic Steam Navigation Company, Limited*, being a Joint Stock Company with limited liability, registered under the provisions of the English Companies Acts (hereinafter and so as to include their successors called the Company) of the one part, and *The Secretary of State for India in Council* (hereinafter and so as to include his successors in office and assigns called the Secretary of State) of the other part. *Witnesseth* that the Company do hereby covenant and agree with the Secretary of State in manner following, that is to say :

1. The Company shall and will at all times during the continuance of this Provision of a good and efficient Steamer. contract, or so long as the whole or any part of the service hereby agreed to be performed ought to be performed in pursuance thereof, provide, maintain, and keep seaworthy and in complete repair and readiness for the purpose of conveying all the mails of the Government of India, troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender, and specie as hereinafter provided, a good and efficient screw steam vessel, for the line of communication hereinafter mentioned, and that such vessel shall be of not less than seven hundred tons gross register tonnage, and shall be provided and supplied with first rate steam engines of not less than one hundred and twenty horse-power.

2. The vessel to be employed under this contract shall be fitted up with a Proper equipment of vessel. magazine capable of holding gunpowder or other combustibles to the extent of fifteen tons if under one thousand tons gross register tonnage, and twenty tons if of one thousand tons gross register tonnage or upwards, and shall always be supplied and furnished with all necessary and proper engines, machinery, furniture, tackle, apparel, fittings, boats, stores, fuel, oil, tallow, provisions, anchors, cables, fire pumps, and other proper means for extinguishing fire, charts, chronometers, proper nautical instruments, and whatsoever else may be requisite and necessary for equipping the said vessel, and rendering her constantly efficient for the service hereby contracted to be performed, and also manned and provided with competent officers with appropriate certificates granted pursuant to the Act or Acts in force at the date of this contract or for the time being in force relative to the granting of certificates to officers in the merchant service, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men to be in all respects as to vessel, engines, equipments, engineers, officers, and crew subject, in the first instance, and from time to time, and at all times afterwards, to the approval of the Government of India on behalf of the Secretary of State.

3. The Company shall at all times during the continuance of this contract Replacement of disabled vessel. have in constant readiness for the due execution of the service hereby contracted to be performed, a vessel equal in tonnage and efficiency to the one hereinbefore stipulated to be provided, and

shall in every case of the said vessel becoming disabled, immediately at their own cost and charge, replace the same by another good and efficient vessel of tonnage and power as aforesaid.

4. The Company shall and will establish and maintain a line of communication by such steam vessel as aforesaid between the several ports and places hereinafter mentioned, that is to say, a line of communication from Calcutta to Port Blair and thence to Rangoon and back to Port Blair and thence to Madras and back to Port Blair and thence to Rangoon and back to Port Blair and thence to Calcutta, and such communication and service shall be performed once in every six weeks or nine times in every year and shall leave Calcutta once in every six weeks on the day mentioned in the Schedule hereto annexed and marked A, the first of such voyages to commence on the 8th day of February 1895.

5. The times of departure and arrival of the said steam vessel on her voyages in the said line of communication from and to Calcutta, and the several other ports and places aforesaid, and the times within which the runs in the said voyages shall be made from place to place and the periods of time she shall be detained and stay at the said ports and places, shall be those mentioned in the said Schedule A.

6. If, at any time or times during the continuance of this contract, the Government of India shall deem it requisite to alter the particular days or hours of departure from and arrival at all and every or any of the ports or places, to or from which the said vessel is to run, or the said mails are to be conveyed under or by virtue of this contract, the said Government shall be at liberty at any time or times, and from time to time so to do on giving one calendar month's notice of such intention to the Company, and the particular days, times, and hours of departure from and arrival at all and every or any of such ports or places which may be appointed by any such alteration in force for the time being shall be deemed to be the days, times, and hours of departure and arrival of the said steam vessel and mails under this contract, and shall be observed and kept by the Company accordingly. Provided that the Company shall not be required by any such alteration to run more than one steamer on the said line of communication in any six weeks.

7. If the Government of India, or the Post Master General of Bengal or Madras, or the Deputy Post Master General of Burmah, or the officer of Government for the time being in charge of Port Blair or the Andamans, or in their absence respectively, the persons exercising their functions, or the Chief Civil Officer at any of the said ports or places respectively, consider it requisite for the public service, that any vessel employed under this contract should delay her departure from Calcutta or from any of the ports or places aforesaid as the case may be beyond the periods herein agreed upon, and mentioned in the said Schedule (or if the Company shall so request), the said Government, or Post Master General, or Deputy Post Master General, Burmah, or the said Chief Civil Officer shall have power and be at liberty to order or permit such delay (not, however, exceeding twenty-four hours) by letter addressed to the Master of any such vessel, or person acting as such and which shall be deemed a sufficient authority for such detention.

8. The Company and the Master of any vessel employed or to be employed under this contract shall, during the course of any voyage when required by the Government of India so to do, call at The Krishna Light Vessel for the purpose of leaving any officer or officers of the said Government for the purpose of inspecting the said light vessel there, or otherwise for the service of the said Government, and of bringing away any such officer or officers, and also of delivering there any stores which may be desired to be delivered there by the said Government, but for the passage money of the officers and for the carriage of the stores a fair and proportionate charge may be made.

9. During the continuance of this contract the said steam vessel shall on every voyage duly and safely carry all mails of the Government (including all despatches, bags of letters, packets, and Post Office stores) which by the Government of India or the Post Master General, or Deputy Post Master General, Burmah, or the persons exercising their functions respectively, or the Chief Civil Officer or Post Master of any of the ports or places herein mentioned, shall be required to be conveyed on such voyage between any of the ports and places aforesaid, and shall also in like manner carry and convey all such troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender, and specie from any port to any other port as may be required in that behalf by any of the said authorities to be carried and conveyed on behalf of Government from, to, and between any of the said ports and places in like manner, and on the terms expressed in these presents.

10. The Company shall and will, when and so often as they or, as respects places other than Calcutta, when and so often as they or the Master of their vessel shall, by notice in writing, be required so to do by the Government of India, or by any of their Civil or Military or Naval servants or Agents acting under their authority, receive, provide for, victual, and convey on board such vessel or vessels to and from and between any of the places to which such vessel is about to proceed, and at the several rates of passage money specified in the schedule hereto annexed and marked B, according to the several classes of passengers therein provided for, such persons as shall be certified as proceeding on the public service, and shall and will in like manner, on the requisition in writing of the Post Master or of the Chief Civil Authority at any port or place, receive, provide for, victual, and convey any postal officer proceeding on duty, free of all charge, and shall also in like manner convey such stores, goods, sheep, cattle, live stock, provender, and specie as they may be required by the said authorities, or any of them, charging for freight in respect thereof at the rate specified in that behalf in the said Schedule B, and such passengers in the public service, stores, goods, sheep, cattle, live stock, provender, and specie shall be so conveyed at all times in preference to private passengers or ordinary freight. Provided always that in case of troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender, and specie required to be carried for the Secretary of State by the Company from Calcutta under this contract, notices of such requisition shall be given to the Company's Agents for the time being at Calcutta one week at least before the time appointed for the sailing of the vessel, by which such troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender, and specie shall be so required to be carried in order that the Company

may know what space can be placed at the disposal of the public. The Company shall not carry any mineral oils on board the vessel employed or to be employed under this contract except with the previous sanction and on the conditions prescribed by the Governments of India or Bengal.

11. Whenever the Company shall carry sheep or cattle in their vessel on behalf of the Government of India, as hereinbefore provided such sheep and cattle shall be carried between decks of the said vessel, and the Company shall take all necessary precautions for their safety and accommodation without being paid any additional charge or remuneration beyond what is set down in the said Schedule B.

12. The Company shall not, nor shall the Master of the vessel employed or to be employed under this contract, receive or permit to be received on board the vessel employed under this contract, any letters for conveyance other than those required to be conveyed under, or by virtue of clause nine of this contract, and such letters as are or may be provided for in the Indian Post Office Act of 1866, Section V, or other the Indian Post Office Act for the time being, and in case of any and every breach of this clause the Company shall forfeit and pay to the Secretary of State the sum of Ten Rupees for every letter so improperly received on board such vessel.

13. The mails, troops, passengers, convicts, stores, and other things hereby contracted to be carried by the Company shall be duly, safely, and with all possible despatch delivered and received at each of the ports or places to which the said vessels are to proceed in the performance of this contract, the Secretary of State providing boats for the troops, passengers, convicts, stores, and other things, but not for the mails for which the Company shall provide boats, and the mails shall in every case be conveyed to and from shore in a suitable and seaworthy boat of not less than four oars to be furnished with effectual covering for the mail bags, and properly provided, manned, and equipped by the Company.

14. If the Company shall at any time fail to provide an efficient vessel in accordance with the terms of this contract, ready to put to sea from any one of the ports or places hereinbefore mentioned on and at the duly appointed day, hour or time, then and in each case, and as often as the same shall happen, the Company shall forfeit and pay to the Secretary of State the sum of Rupees (250) Two hundred and fifty for each and every successive twenty-four hours up to the seventh day inclusive, which shall elapse from and after the duly appointed hour, until such vessel shall actually proceed to sea on her voyage in the due performance of this contract, and in calculating such delay, any fraction of a day shall reckon as a complete period of twenty-four hours.

15. In case any vessel employed or to be employed in the performance of this contract shall not arrive at the several ports or places at the times at which, having regard to the stipulated duration of the passages, the same vessel ought to so arrive then, and in each and every such case, and as often as the same shall happen, the Company shall pay unto

the Secretary of State the sum of Rupees (25) Twenty-five for every hour or fraction of an hour during which the said vessel shall fail to arrive at the next port of destination, but nevertheless so that the Company shall not in any case be liable to any penalties under this clause if the delay shall have arisen in consequence of the Government of India having required the vessel making such default to call at the Krishna Light Vessel under clause eight of this contract, nor if the default be proved to the satisfaction of the Government of India (which shall be notified in writing to the Company by one of the Secretaries to the Government of India, or by the Director-General of the Post Office) to have arisen from circumstances over which the Company and their servants had not and could not have had any control.

16. In case any such vessel shall fail to remain at any of the ports or places mentioned in the said Schedule A for the spaces of time in the said Schedule A provided (unless the earlier departure of such vessel shall be authorised in writing by the Government of India or the Director-General of the Post Office, or the Post Master General, or Deputy Post Master General aforesaid, or Chief Civil Officer, at the said port or place) the Company shall forfeit and pay to the Secretary of State the sum of Rupees (100) One hundred for every hour and fraction of an hour, which such vessel shall fail to remain less than the specified time.

17. The Government of India shall have full power whenever, wherever, and as often as the said Government may deem it requisite to survey and inspect by any of their officers or servants the vessel employed, or to be employed in the performance of this contract, and the hull thereof, and the engines, machinery, furniture, tackle, apparel, fittings, boats, stores, equipments, officers, engineers, and crew thereof, the said vessel to be opened in her hull whenever the said officers, or servants of Government authorised to survey as aforesaid may require, and if such vessel, or any part thereof, or any engine, machinery, furniture, tackle, apparel, fittings, boats, stores, or equipment thereof shall on any such survey be declared by any of such Officers or Agents unseaworthy or not adapted to the service hereby contracted to be performed, such vessel shall be deemed inefficient for the service hereby contracted to be performed, and shall not be employed again in the conveyance of the said mails, troops, passengers, convicts, stores, goods, sheep, cattle, live stock, and other things until such defect or deficiency shall have been repaired, or supplied to the satisfaction of the said Government, and if such vessel shall be employed for the carriage of the mails, troops, passengers, convicts, stores, goods, sheep, cattle, live stock, and other things or any of them before such defect or deficiency shall have been repaired or supplied to the satisfaction of the said Government, the Company shall forfeit and pay to the Secretary of State the sum of Rupees (2,000) Two thousand.

18. The Company and all Commanding and other Officers of the Vessel to be employed in the performance of this contract, and all agents, seamen, and servants of the Company shall at all times during the continuance of this contract punctually attend to the orders and directions of the Government of India, or (as respects places other than Calcutta) of the Governor, or Post Master General, or Deputy Post Master

General or other Chief Officer, and of the Post Master (or the person exercising his functions) of the said port or place as to the landing, delivering, and receiving of the mails, troops, passengers, convicts, stores, goods, sheep, cattle, live stock, and other things carried on behalf of Government.

19. All notices and directions which the Secretary of State or the Secretaries to the Government of India, or the Director-General of the Post Office, or the Post Master General, or Deputy Post Master General as aforesaid, or the officers or other persons of the Government of India are by these presents authorised and empowered to give to the Company, their officers, servants, or agents may as respects places other than Calcutta at the option of the said authorities be either delivered to the Master of the said vessel or other officer or agent of the Company, in the charge or management of the vessel employed in the performance of this contract, or may be left for the Company at their last known office or place of business in India, and that as respects Calcutta, all such notices shall be so left for the Company at their last known office or place of business in Calcutta.

20. And this Indenture further witnesseth that in consideration of the premises, and of the due and faithful performance by the Company of the services hereby contracted to be performed by them, the Secretary of State doth hereby covenant and agree with the Company, and their assigns in manner following, that is to say, that there shall be paid to the Company or their assigns so long as they perform the said services in the manner and with such vessels as herein provided monthly on the fifteenth day of each month, and after production of proper bills, vouchers and receipts for the same, the amount of the passage money and freight of all such troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender, specie, and other things as shall since the last payment to and settlement with the Company have been carried and conveyed by the Company on behalf of Government under the provisions of this contract, at the rates specified in the said Schedule B, and that when passage money and freight payable to the Company in respect of all the voyages performed under this contract in one calendar year calculated according to the rates specified in the said Schedule B shall be less than the sum of **₹1,30,000**, there shall be paid to the Company or their assigns, so much money as with the gross amount of the passage money and freight paid will make up the full sum of **₹1,30,000**, as passage money and freight for such voyages, it being the intention of the parties and of this contract that the Company shall receive as freight and passage money in respect of the voyages performed in any one calendar year a minimum sum of **₹1,30,000**.

21. So long as the Company perform the said service in the manner, and with such vessels as herein provided, such vessels of the Company shall, at the places at which they call in the regular course of such service, be exempted from port dues, usually levied by or under the authority of the Government of India, upon ships touching at those places. Provided always that the Company shall not be exempted from payment of any port dues levied by such authorities or local bodies as the Commissioners for the ports of Calcutta or Rangoon or the Madras Harbour Trustees. All officers of the Government of India who may, from time to time

Exemption from Port dues, Government Officers to render reasonable aid.

during the continuance of this contract, be stationed at any or either of the ports or places other than Calcutta, Rangoon, and Madras, shall, at all times upon the request of the Company and of the Commanding Officer of the vessel to be employed in the performance of this contract, render such assistance as may be reasonably required of them, and particularly in facilitating the discharge of cargo from, and the taking of cargo on board the said vessel.

22. So long as the Company perform the said services in the manner, and with such vessels as herein provided, the Government of India will send or forward all such troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender and specie, as the said Government may have occasion to send or forward from Calcutta to Port Blair and from Port Blair to Calcutta, and to and from Port Blair from and to Madras and to and from Port Blair from and to Rangoon by such of the Company's vessels as may from time to time be running under this agreement, but the said Government shall nevertheless be at liberty to use its own vessels, for the carriage of any such troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender and specie, upon any very exceptional and emergent occasion, and then only, anything to the contrary hereinbefore contained notwithstanding, it being the intention of the said Government, that the Company shall have a monopoly of the carriage of troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender and specie, so far only as other carriers are concerned. Provided that it shall be lawful for the said Government to send Military or Marine stores in vessels of the Royal Indian Marine when such vessels proceed on the public service to Port Blair.

23. In case of emergency, such as war or insurrection, famine, or other calamity, necessitating speedy or exceptional intelligence or assistance, it shall be lawful for the Secretary of State to send and despatch, from time to time, and to all or any of the said ports or places, any mails, troops, passengers, convicts, stores, goods, sheep, cattle, live stock, provender, and specie by vessels belonging to, or chartered by, the Secretary of State, but that in all such cases the Government of India shall, when convenient and practicable, give the Company the opportunity of tendering for such employment before other vessels are engaged, but the said Government shall in nowise be bound to accept such tender.

24. This contract shall continue in force for the period of five years, commencing on the 1st day of January 1895, and thenceforth shall, unless determined by notice in writing to be given by either party to the other, continue in force for a further period of six months, and so on afterwards, unless and until six calendar months' notice in writing shall be given by either party to the other of an intention to terminate the same. Provided that the Company shall be at liberty at any time to terminate this contract on giving the Government of India six calendar months' previous notice in writing of their intention to terminate the same.

25. This contract shall not, nor shall any part thereof be assigned, underlet or disposed of, without the consent of the Secretary of State signified in writing under the hand of one of the Secretaries for the time being to the Government of India, and in case of the same or any part thereof being assigned, underlet or otherwise disposed

Power to Government to use other ships in cases of emergency.

Contract to continue for five years and thereafter for six months, and so on for another six months unless notice is given.

Contract not to be assigned.

of without such consent signified as aforesaid, or in case of any breach of this contract on the part of the Company, their Officers, Agents, or servants in any respect, and whether there shall or shall not be any sum of money hereby made payable by the Company for any such breach, and notwithstanding the pendency of any proceedings for the recovery of any sum of money for any such breach, or in case of the Company being wound up under any of the provisions of any Act or Statute relating to the winding up of Joint Stock Companies, it shall be lawful for the Secretary of State (if he shall think fit, and notwithstanding that there may not have been any former breach of this contract) by writing under the hand of one of the Secretaries for the time being to the Government of India to determine this contract without any previous notice to the Company or their Agents, and the Company shall not be entitled to any compensation in consequence of such determination, but notwithstanding this contract may have been so determined, the Company shall continue liable for any liability which they may have incurred previous to any such determination.

26. If at any time during the continuance of this contract and so often as the Government of India, or the Government of Madras, or the Government of Bombay shall require the steam vessel of the Company, actually employed or to be employed under this contract, for the conveyance of troops for towing vessels or for other purposes, and shall cause notice of such requirement to be given to the Company by writing under the hand of any of the Secretaries to the said Governments, then the Company shall and will permit the said vessel to be taken up, used, and employed for the conveyance of troops for towing vessels or for any other purposes exclusively by the said Governments for any period of time during this contract on the terms following, that is to say, that all the coal which shall be consumed shall be supplied by the said Governments, and the Secretary of State shall, moreover, pay to the Company by way of hire for the use of such vessel at the rate of Rs 12 (twelve) per ton according to the gross register tonnage of the said vessel for every month or portion of a month during which the same shall be so employed. If the said Governments shall at any time require all or any of the other steam vessels of the Company for any of the purposes aforesaid, and the Company shall be able and willing to provide such vessels, the said vessels shall be taken up, used, and employed for the purposes aforesaid on the terms and conditions contained in this clause.

A vessel taken up under this clause shall be regarded as under hire until it shall have returned to the port of original departure (the time so reckoned from the date of discharge from actual service to the date of return to the port of original departure not exceeding in any case the time required to perform the return voyage at the speed of seven and a half miles per hour), and shall be entitled to hire for at least one month, and shall be free of all charges for port dues, use of moorings, Harbour Masters' services, light dues, and pilotage, and shall not be required to tow more than one vessel at a time unless to prevent disaster, shipwreck, or to escape the fire of an enemy, and shall not be required to carry more troops or passengers than the Passenger Act or Government certificate provides for excepting in cases of unusual emergency. When vessels are taken up for the conveyance of troops under this clause, the Company must arrange, if required so to do, for the messing of passengers and troops on such scales and at such rates of charges as may from time to time be agreed upon between the Government of India and the Company.

No penalties shall be incurred by the Company under clause fourteen of this contract should the Company be compelled temporarily to discontinue part or the whole of the said service owing to Government taking up the Company's steamers under the terms of this clause, but the Company are to be paid for any portion of the service they continue to perform according to Schedule B, and all the conditions and penalties of this contract shall attach in respect of such part of the said service as the Company continue to perform.

27. If on the termination of this contract by effluxion of time or otherwise any vessel has started with the mails in conformity with this contract such voyage shall be continued or performed and completed until the said vessel's arrival back and discharge at Calcutta after completing the whole of the line of communication mentioned in clause 4 and the mails shall be delivered and received during the said voyage as if this contract had remained in force with regard to such vessel and services and with respect to any such vessel and services this contract shall be considered as having terminated when such vessel shall have reached Calcutta and have been discharged there as aforesaid and such services shall have been performed and subsidy at a proportionate rate (calculated upon the rate of subsidy payable under this contract) shall accrue and be paid on the voyage so completed.

28. The Company hereby agree to pay unto the Secretary of State the sum of Rupees (50,000) Fifty thousand (which is secured by a bond of even date herewith) upon and in case of the determination of this contract by notice as aforesaid, in consequence of a breach of contract or the winding up of the Company as aforesaid, against whose estate the sum of Rupees (50,000) Fifty thousand shall and may be proved as a debt. In witness whereof the said parties to these presents have hereunto set their respective hands and seals the day and year first above written.

The common seal of the Asiatic Steam Navigation Company, Limited, was affixed hereto in the presence of

(Sd.) C. RADCLIFFE,
Assistant, Turner Morrison & Co.,
Calcutta.

(Sd.) C. F. PRICE,
Accountant to Messrs. Turner Morrison & Co.,
Calcutta.

Signed, sealed and delivered by James Fairbairn Finlay, Secretary to the Government of India in the Financial Department, for and on behalf of the Governor-General of India in Council, acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of

(Sd.) W. C. MUKERJI,
Registrar, Finance and Commerce Department.

(Sd.) H. HESELTINE,
Superintendent, Finance and Commerce Department.

(Sd.) J. F. FINLAY,
Secretary to the Government of India,
Department of Finance
and Commerce.

Seal.

Seal.

SCHEDULE A.

Shewing Time Table of the Port Blair Steamer Service.

Calcutta	Depart	Friday.
Port Blair	Arrive	Tuesday.
Ditto	Depart	Wednesday.
Rangoon	Arrive	Friday.
Ditto	Depart	Sunday.
Port Blair	Arrive	Tuesday.
Ditto	Depart	Tuesday.
Madras	Arrive	Saturday.
Ditto	Depart	Monday.
Port Blair	Arrive	Friday.
Ditto	Depart	Friday.
Rangoon	Arrive	Sunday.
Ditto	Depart	Monday.
Port Blair	Arrive	Wednesday.
Ditto	Depart	Thursday.
Calcutta	Arrive	Monday.

SCHEDULE B.

	Calcutta to Port Blair.	Madras to Port Blair.	Rangoon to Port Blair.	Port Blair to Rangoon.	Port Blair to Madras.	Port Blair to Calcutta.
First-class Berth without diet	R a. p. 55 0 0	R a. p. 55 0 0	R a. p. 28 0 0	R a. p. 28 0 0	R a. p. 55 0 0	R a. p. 55 0 0
Diet without wines	15 0 0	15 0 0	6 0 0	6 0 0	15 0 0	15 0 0
Second-class Berth without diet	33 0 0	33 0 0	17 0 0	17 0 0	33 0 0	33 0 0
Diet without wines	7 8 0	7 8 0	3 0 0	3 0 0	7 8 0	7 8 0
Third-class on Deck without diet	10 0 0	10 0 0	5 0 0	5 0 0	10 0 0	10 0 0
Convicts and guards on Deck without diet	20 0 0	20 0 0	10 0 0	10 0 0	20 0 0	20 0 0
Diet as per Government scale	2 0 0	2 0 0	1 0 0	1 0 0	2 0 0	2 0 0
Convicts and guards in Tween-Decks without diet	34 0 0	34 0 0	18 0 0	18 0 0	34 0 0	34 0 0
Diet as per Government scale	2 0 0	2 0 0	1 0 0	1 0 0	2 0 0	2 0 0
Sheep and goats carried between Decks	4 0 0	4 0 0	2 8 0	2 8 0	4 0 0	4 0 0
Bullocks	20 0 0	20 0 0	10 0 0	10 0 0	20 0 0	20 0 0
Specie	per cent.	per cent.	per cent.	per cent.	per cent.	per cent.
Timber, growth of the Islands	Small per ton	per cent.	per cent.	per cent.	per cent.	per cent.
Sugar, cocoanuts, fibre, and all other produce of the Islands of a value not exceeding Rs 10 per Bengal maund	Large per ton	per cent.	per cent.	per cent.	per cent.	per cent.
Tea, coffee, and produce of the Islands of a value exceeding Rs 10 per Bengal maund	per ton	per cent.	per cent.	per cent.	per cent.	per cent.
Other cargo not being the produce of the Islands	per ton	per cent.	per cent.	per cent.	per cent.	per cent.

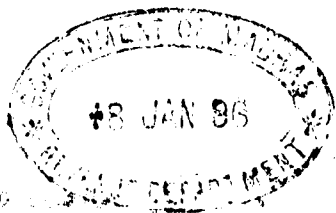
Minimum charge for parcel Rs.

Goor, molasses, and wet sugar to be packed in casks.

Conveyance of forage for six days is included in the freight charged for sheep, goats, and cattle sent to Port Blair, and on arrival at that port the unconsumed portion of this six days' store of forage shall be landed free of all charges for freight.

33.

Secretary to the Government of Madras



R. M. D. A. C.

Dated the (4th) day of (September)
1895.

THE ASIATIC STEAM NAVIGATION
COMPANY, LIMITED,

AND

THE SECRETARY OF STATE FOR INDIA
IN COUNCIL.

Contract

FOR

THE CONVEYANCE OF MAILS, TROOPS,
CONVICTS, ETC., BETWEEN CALCUTTA,
MADRAS, RANGOON AND PORT BLAIR.

Public Notice

6

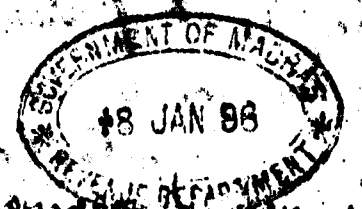
1

33 82

Government of India
Finance and Commerce Department
Calcutta the 31st December 1895.

To
The Secretary to the Government of Madras

Sir,



I am directed to forward for information
10 copies of a contract dated the 4th September
1895 entered into with the Asiatic Steam
Navigation Company for the Andaman Mail
Service.

+ 2 copies for R. M. D.

I have the honor to be
Yours faithfully,
Sd/

R. M. D. S.

Deputy Secy. to the Government of India
Secy.

33-7112

From

The Govt of India
Finance and Commerce Dept
Calcutta

No. SR
6001

Dated 31.12.95

Recd 8.1.96

one enclosed copy
Encd. 2/1/96
Copies referred to
received

Subject

Forwarding for information
10 copies of a contract entered
into with the Asiatic Steam
Navigation Company for the
Andaman Mail Service.

N^o 93 d/14 Jan '96

Order
mis

Communicated to the depts.

~~and officers~~ concerned and
to the District
Commander the Forces.

98B
14/1/96

16.1.96

The Marine Dept
" Tull. Dept
" Rev. Dept
" Public Works Dept
" Lt Genl Comd^y the Forces, Madras.
" Asst. Genl

given for copying
copied
examined
signed

189

AGAIN G.O., No.
189

DATED

URGENT No.

ENCLOSURES TO G. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL.

N.B.--

A = Copy in full.
B = Not to be copied.
P = Copy abstract only.
Q = Copy heading only.