

Public Works (190¹⁸⁹⁹) Department.

RAILWAY BRANCH.

G.O., No. 741 Ry

DATED 6th July 1899

Includes G.O. No 389 Ry of 7.4.99
" " 635 Ry of 3.6.99

[Despatch Abstract.]

Piralam - Maraikal Ry - His Excellency
the Governor of the French settlements
in India addressed on the subject of
payments due to the South I. Ry on
account of the completion of the —

BACK PAPERS.

FURTHER PAPERS.

South Indian Railway Co., Ltd.,

AGENT'S OFFICE

TRICHINOPOLY, 13th March 1899.

From

The AGENT,

SOUTH INDIAN RAILWAY.

To

The CONSULTING ENGINEER FOR RAILWAYS.

MADRAS.

Sir,

Form No. 1.

PUBLIC WORKS DEPARTMENT,
RAILWAY BRANCH.

Papers to be read in Proceedings:—

Again G.O., dated

189 , No.

Again G.O., dated

189 , No.

8/R. Current No. 1353 of 1898, dated 14/3/89, from the Agent, S. & H. Co.
" " " 189 , " " "
" " " 189 , " " "

ORDER.

No 389 Rg of 7/4/89.

The following letter
will be addressed to the
H. & the Governor of the French
Settlements in Cuddalore

Ref J.C.D.
D.R.

l. Dept with a draft letter
to Governor of French Settlements
now of issue
sent, S. & H. Co.
S. & H. Co. Agents

Dispatched on 8/4/89

From
THE AGENT,
South Indian Railway,
Trichinopoly,
To
THE CONSULTING ENGINEER FOR
RAILWAYS,
Madras.
Dated
Received
No.
189
ENCLOSURE.

Ells No 1353
14.3.99.

Political R. No. 114

Government of Madras,

PUBLIC WORKS DEPARTMENT,

RAILWAY BRANCH.

To

H.E. THE Governor of the French Settlement in Pondicherry

Pondicherry

22nd April 1899.

SIR,

With reference to my letter No. 165.

dated 20th Feb. 99. I have the honour to forward

for your Excellency's perusal a copy of a letter addressed

to the Com. Enq. for Bys. Madras of the Agent of the

S.I.B. Co. No. 230, dated the 13th March 99.

2. In that letter the Agent brings to notice that

four months ago he addressed your Excellency's General

Secretary claiming Rs 4,707 the balance of expenditure

actually incurred by his Company on account of the

first cost of the Pamban Karaikkal Ry., and

Rs 35,488 a sum which he states to be still required

for completing the line.

3. The former sum ^{could} appear to be due to the

Company, ^{for work done} and I shall be glad if your Excellency

will direct that it be repaid to them.

This letter is approved by
H.E. the Superintendent
in the Pol. Dept.

FWS

23/3/99

H. E. de Souza

86/100
A. S. H.
29.3.99

112
29.3.99
14/4/99

Political (1899) Department.

P. W. Rev 7/4.
CURRENT No. 178

From H. E. the Governor of the French Settlements in India, Pondicherry

Order Enclt No 1433 d/31-5-99.

Transferred to the P.W. Dept Railway Branch.

No. 10

Dated 20th
Received 23 } May 1899.
Registered 25 } do -
Enclosures
Spare copies

Despatched on 3/6/99

SUBJECT.

Re payments due to the French Indian Ry. on account of work done in connection with the completion of the Peralam-Karai Ry.

7/15 1.6.99.
To E.R.

A should have kept us informed of what took place subsequent to his writing his above letter. It appears we can do nothing now till we get his confirmation of the facts alleged by H.E. the Gov. of French Settlements. J.H. 1899

4. The latter sum is evidently the same as that quoted in round figures at Rs 35,000, in the clause headed "Capital Expenditure" of the draft agreement which was sent to you Enclosure with my letter No 165 dated the 20th Feb. 99. ^{which has}
5. Until I hear what you Enclosure says as regards the S.I.R.'s claim for additional capital expenditure on account of ballast likely to be wasted during the first two years of the working of the Peralam-Karai Ry., in reply to my letter just referred to, I refrain from any expression of opinion as to the equity of that claim.

I have &
FHS
23/3/99

To the Political Dept for C.I.
18/2/99.

Min. the C.S.
Subd. that the letter may be C.I.
C.S.
27.2.99

BACK PAPERS.

G.O.	No.	Department.	Date.
R	113-114	P&R	22.4.89
W	165	—	20.2.89

FURTHER PAPERS.

G.O.	No.	Department.	Date.

ETABLISSEMENTS FRANÇAIS
DANS L'INDE

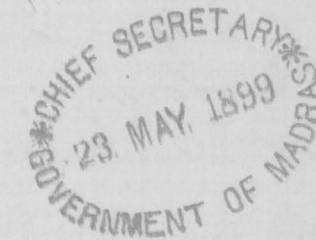
SECRÉTARIAT GÉNÉRAL

1^{er} BUREAU

ADMINISTRATION COMMUNALE

ET
CONTENTIEUX

N^o 10



Pondichéry, le 20 Mai 1899

RÉPUBLIQUE FRANÇAISE
LIBERTÉ.—ÉGALITÉ.—FRATERNITÉ.

Le Gouverneur des Etablissements
français dans l'Inde Rodier

A
Son Excellence Sir Arthur Harlock
G. C. M. G. G. C. S. E. Gouverneur
de la Présidence de Madras
Fort. St. Georges.

Excellence,

Chemin de fer de Peralam
à Karikal - Picalama.
tion relative aux paiements
à faire à la Com.
pagnie du S. P. D. pour dernier
des travaux de parache-
vement de la ligne.

A

J'ai l'honneur de vous accuser réception de votre lettre en date du 22 Avril
dernier, n^o 114, relative aux paiements
à effectuer à la Compagnie du S. P. D.
pour les travaux de parachevement du
chemin de fer de Peralam à Karikal.

Dans sa communication au
Consulting Engineer des Railways, datée
du 13 Mars dernier, M. l'agent du
S. P. D. rappelle la demande faite à
mon Gouvernement en vue d'obtenir:
1^o. le remboursement d'une somme
de 4.704^{fr} pour dépenses effectuées
au compte de premier établissement
de la ligne de Peralam - Karikal;
2^o. le paiement d'une somme de 35.488^{fr}
nécessaire pour le ballastage de cette ligne.

De la vérification approfondie faite par notre service du contrôle des comptes fournis, il est résulté que la réclamation de la Compagnie n'était pas en tous points fondée. La somme de 4.707 Rs dont le remboursement était demandé ne représentait pas, comme on l'a déclaré, le montant de travaux déjà exécutés, mais le coût de travaux à faire, ainsi que cela ressort clairement de l'état produit par la Compagnie elle-même à l'appui de la lettre de l'Agent du S. I. Q., en date du 29 Novembre 1898, aussi bien que des situations mensuelles régulièrement soumises par elle à mon Administration.

Il a d'ailleurs été reconnu par l'Ingénieur en Chef de la Compagnie, à la suite d'un examen contradictoire de la question avec notre Chef du service du Contrôle des chemins de fer, que parmi les travaux proposés et dont le coût était compris dans la dite somme de 4.707 Rs, il y en avait qui n'avaient pas d'utilité réelle et qui devaient par suite être écartés.

Quant au paiement de la somme de 35.488 Rs réclamé pour l'entretien du ballast pendant les deux années qui doivent suivre l'ouverture de la ligne, M^{re} Spalding, Ingénieur en Chef du S. I. Q., après un examen contradictoire de la ligne avec notre Chef du service de Contrôle, lui a fait également le 15 Mars dernier, la proposition suivante :

" La Compagnie n'insisterait plus pour le versement de la somme de 40.195 Rs.

" Elle se contenterait d'une avance de 10.000 Rs qui ne serait employée que dans la mesure des besoins, jusqu'à l'expiration de la période de 2 années qui suivra la date de l'ouverture à l'exploitation. "

Par lettre du 27 Avril dernier, l'Administration locale a déjà notifié à l'Agent du S. I. Q., la décision que j'avais prise d'accueillir la nouvelle proposition de la Compagnie, tendant à fixer à 10.000 Rs le montant de la provision à verser par l'Administration locale pour le rechargement du ballast, mais sous la réserve expresse que les travaux à exécuter ne devront être engagés que dans les limites à déterminer d'accord avec le service du Contrôle et que les sommes non dépensées devront être retournées à la Colonie.

Des ordres ont été donnés pour que la dite somme soit versée à la Caisse de l'Accountant général de Madras, chargé de la tenir à la disposition de la Compagnie du S. I. Q.

Dans ces conditions, Votre Excellence voudra bien reconnaître avec moi que la réclamation dont la Compagnie du S. I. Q. a saisi le Consulting Engineer de Madras n'a plus d'objet et qu'il ne peut y être donné une solution favorable.

Veuillez

Free Translation -

At the Govt of Pondicherry acknowledges receipt of this Govt letter No 114 of 22nd April last regarding certain payments due to the S S Ry Co for completion works of the Peralam - Karikal Rly & states -

"In his communication to the Consulting Engineer of Railways, dated 13th Mch last the Agent of the S S Ry calls attention to the demand made upon my Govt with a view to obtain -

1st The refund of a sum of Rs 4707 for disbursements made on acc of the first settlement of the Peralam - Karikal line.

2nd The payment of a sum of Rs 55,488 necessary for the ballasting of that line.

From a thorough examination made by our Dept of Control of Accounts ~~presented~~ it appears that the claims of the Company was not in all points established. The sum of Rs 4707, of which the refund was demanded, did not represent as was declared - the total amount for works already executed but the cost, also, of works remaining to be done, as is clearly shown from the statement produced by the Company itself in support of the letter of the Agent of the S S Ry dated 29th Nov. 1898 & still more so from the monthly statement regularly submitted by it (the Company) to my Administration. It has, moreover, been admitted by the Engineer in Chief of the Company, in the course of a discussion with our Chief of the Dept of Control of Railways, that among the works proposed & of which the cost was included in the said sum of Rs 4707, there were some which were of no real utility & which should, therefore, be struck out.

Veuillez agréer l'assurance de la haute considération avec laquelle j'ai l'honneur d'être

De votre Excellence

Le Très obéissant serviteur,

redip

With regard to the payment of the sum of
Rs 35,488 for ballast repairs during the two
years following the opening of the line -

Mr. Spalding, the Engineer in Chief of the
S I Ry, after a close inspection of the line
with our Chief of the Dept of Control, made
to him, ^{telegraphed} the following proposition -

"The Company would not further insist upon
the payment of the sum of Rs 40,199. It would
content itself with an advance of Rs 10,000
which would only be appropriated to the extent
of actual needs until the expiry of two years
which would follow the date of the opening of
the line) for working."

By letter of 27th April last the local Administration
has already notified to the Agent of the S I Ry the
decision which it had arrived at for meeting the
new proposal of the Company, viz, to fix at
Rs 10,000 the amount of the provision to be made
by the local Administration for the relaying of the
ballast, but under the express reservation that the
works to be executed must not be entered upon
except within certain limits to be determined in
harmony with the Dept of Control of that sum
not expended must be returned to the ^(French) Settlement.

Orders have been given for the payment of the said
sum into the office of the Acc^y Gen^l of Madras to
be held at the disposal of the S I Ry.

Under the circumstances, Your Excellency will be
willing to acknowledge, with me, that the claim which
the S I Ry Co has appraised the Consulting Engineer
of Madras intends no further than is herein pointed
out & that it cannot, therefore, be favorably entertain-
ed.

Be pleased to accept &c.
(Signed) "Rodier"

J.W.S.
28/5/99

No. 541

South Indian Railway Co., Ltd.,

AGENT'S OFFICE,

TRICHINOPOLY, 6th June 1899.

From

By
The AGENT,

SOUTH INDIAN RAILWAY,

To

The CONSULTING ENGINEER FOR RAILWAYS,

MADRAS.

Sir,

With reference to the Government Order No 635 Ry, dated
June 3rd on the letter from His Excellency the Governor of the French
Settlements in India No 10 dated 20th May 1899 I have the honor to
inform you that my proposal to the Chief of Control has been mis-
understood. What I proposed was that, as the French Government appea-
red to find a difficulty in paying down the larger sum an advance of
say Rs 10,000 should be made, and that out of this sum the debits
standing against the Peralam Karaikkal Railway should be cleared
and that the remainder should be spent on the completion of a few
necessary works forming a part of the project Estimate, and on the
maintenance of the Ballast urgently required. The sum of Rs 10,000
was not quoted as our full demand upon the French Government, but
the intention was that this sum should first be spent before another
advance was demanded. Owing to the delay which has occurred in obtai-
ning the money demanded, one year of the two which had been proposed
for maintenance of ballast out of Capital has already elapsed. In my
opinion the 2 years should count from the date on which the Rs 10,000
was paid.

I have the honor to be,

Sir,

Your most obedient servant,

M. Spalding

Acting. Agent.

Reminders.

Reply No. _____

dated _____

No. 101

Madras, 17th June 1899.

From

THE CONSULTING ENGINEER FOR RAILWAYS,

MADRAS,

To

THE AGENT AND MANAGER, M. Ry.

" " S. I. Ry.

" " H. H. THE N. G. S. Ry.

" " S. M. Ry.

" ENGR.-IN-CHIEF, B. M. Ry.

" MANAGER, E. C. Ry.

SIR,

- 1 I have the honor to acknowledge the receipt of your letter No 541 dt 6th June.
- 2 In connection therewith I would point out that in your letter No 230 dt 13th March you informed me that 1st a sum of Rs 4,707 was owing to the Company for outlay incurred on the construction of the Penalam - Kamaikkal line and 2nd that a sum of Rs 35,488 was further required for fully ballasting the line. As no funds had been received from the French authorities you asked that I should take the matter up with Government.
- 3 Consequently ~~the~~ ^{H. S. the Govt of Madras} addressed ~~the~~ ^{H. S. the Govt of} the Govt of

From

THE AGENT,

South Indian Railway,

Tychinopoly.

To

THE CONSULTING ENGINEER FOR

RAILWAYS,

MADRAS.

Dated

Received

No.

ENCLOSURE.

the French Settlements asking that the former
sum, stated by you as ^{being and to you having} ~~being~~ already
~~paid~~ should be ~~paid~~.

As regards the sum claimed by you for
maintenance & renewal of ballast during
the first two years after opening, it was
pointed out to H.E. the Gov^r of the French
Settlements that this was evidently the same
as that quoted at Rs 35,000 in the clause
headed "Capital Expenditure" of the ^{proposed} draft agreement.
In his reply H.E. stated that the sum of
Rs 4,707 did not represent, as was declared,
the total amount for works already executed
but the cost, also, of works remaining to be
done, some of which were not required & should
be struck out.

In your letter under reply you do not touch
on this subject. Will you be good enough to deal with it fully.

5. The question of changing to Capital the cost of
ballast maintenance is, & must remain, part
of the Working Agreement, and until this has
been settled it is impossible for me to move
this Gov^r to interfere.

I do not understand the last ^{sentence} ~~part~~ of your
letter. I do not see what the date of payment
of a sum of money has to do with the
period after opening, of a Railway, during which,
owing to the non settlement of banks, the cost
of ballast renewals may fairly be chargeable
to "Capital" instead of "Revenue".

b. I do not agree with the suggestion
in the last sentence of your letter
under reply. If it is agreed all round
that ballast renewal for 2 years after
opening is a pure capital charge, the
Gov^r will be to keep an account of all
expenditure incurred during the first two
years after opening a ballast account,
& when the French authorities accept your bill
of the matter, to put in a claim for the same
sum.

No. 600

South Indian Railway Co., Ltd.,

AGENT'S OFFICE,

TRICHINOPOLY, 22nd June 1899.

From

Ag.
The AGENT,

SOUTH INDIAN RAILWAY,

To

The CONSULTING ENGINEER FOR RAILWAYS,

MADRAS.

Cotacamund

Sir,

With reference to your letter N^o 101 of
17th June, I have the honor to inform you that a
later adjustment of the accounts than that given you
in my letter N^o 230 of 13th March 1899 shows that
on the 31st December the sum due by the French Govern-
ment for expenditure already incurred on behalf of
the Peralam Karaikkal Railway is 2,628/. The new
works to be executed, as agreed upon with Mons. Relier
and myself on the 15th March 1899 are estimated to
cost Rs 692/. as per enclosed statement, the balance
of the Rs 10,000/ advanced by the French Government,
after deducting these 2 amounts, is available for
expenditure on the ballast.

I had an interview with Mons. Relier
yesterday and I understand that he will raise no
further objection to the working agreement and will
recommend it for adoption provided the 2 years, in
which ballast is maintained out of Capital, shall
count from the date of the opening of the line* instead
of from the date of payment of the advance of the
Rs 10,000/. I informed him that I was inclined to give
way on this point and would recommend my Board
to agree to the date being altered. I trust therefore
that

* March 14th 1898

FWS
27/6/99

that a termination to this correspondence may soon be made. With reference to para 6^B of your letter, I would point out that since the opening of the line no expenditure on ballast has been made on the Peralam Karaikkal Railway; if such expenditure had been incurred there would have been no question about the date from which the 2 years should count. The Chief Engineer received strict orders from the Agent that no expenditure should be made on the Capital account until the French Government had put the South Indian Railway in funds.

I have the honor to be
Sir
Your most obedient servant

M. Spalding
Ag. Agent

1 Enclosure herewith.

M. S.

Peralam Karaikkal Railway Statement of new works.

Item N ^o	Particulars	Amount Rs. to P.			Remarks
1	Discharge Drain from two Ashpits, Weigh Bridge, Turntable, and Sumps —	242	-	-	
3	Pointing Ambagarattur, Porew, Tirunalar and repointing Karaikkal stations —	173	-	-	
5	Panel for the Weigh Bridge, balance amount —	8	-	-	
6	Distance pieces and bolts for Level Crossings —	48	-	-	
7	One platelayers Tool box for the Tirunalar gang —	119	3	5	
		640	3	5	
	Administrative charges on all the above items except N ^o 7, i.e. on 520 Rupees —	52	-	-	
	Total Rupees	692	-	-	

Chief Engineer's Office }
Trichinopoly, 20th June 1899

(Sd) Francis F. Smith
Ag. Chief Engineer

Agents' Office }
Trichinopoly }
22nd June 1899

(True Copy)
M. Le Mesurier
for Ag. Agent

From
The Agent,
South Indian Railway,
Trichinopoly.
To
The Consulting Engineer for
Railways,
Madras.
Dated
Received
No.
ENCLOSURE.

Encls: to As Sec 600
22.6.99

Form No. $\frac{1}{A}$

B

PUBLIC WORKS DEPARTMENT,

RAILWAY BRANCH.

Papers to be read in Proceedings:—

G.O. No. 389 dated 7/4/89

G.O. No. 635 dated 3/6/89

Letter from A. No. 541 dated 6/6/89

" to A " 101 " 17/6/89

" from A " 600 " 22/6/89

ORDER.

No. 741. Dtd dated 6/7/89

The following letter
will be addressed to
H.E. the Governor of the
French Settlements in
India.

Yd
for
4.7.99

The Pol. Dept. will
draft letter to H.E. the Gov.
of French Settlements
for favor of issue

Despatched on 6/7/89

4.7.99

Government of Madras.

PUBLIC WORKS DEPARTMENT,
RAILWAY BRANCH.

To H.E.

THE ~~SECR. TO THE GOVT. OF INDIA,~~
Governor of the ~~United Kingdom~~ ^{of India}.
P. W. DEPARTMENT8th July 1899.

From Enallang

I have the honor to acknowledge the receipt of your Enallang letter No. 10. dated the 20th May 1899, and in reply to forward again of a ^{correspondence} ~~correspondence~~, which has taken place between ^{the} ~~the~~ Consulting Engineer for Railways ^{at my friend} and the Agent of the S.I.R.C., from which it would appear that the matters ⁱⁿ ~~the~~ dispute are ^{now} in a fair way of settlement.

On the receipt of the Agent of the S.I.R.C. of instructions from his Board of Directors your Enallang will, I have little doubt, find that matters will soon adjust themselves satisfactorily.

I am &

Yours

F.V.

H.E. M. Governor

I put up a draft of a letter which
I supposed will issue under H.E.

Signature

F.V.
27/6/99A.P.D.
A.P.H.
27.99

Letter from the Agent S.I.R.C. No. 541. June 6th 99
" to " " " " No. 101. June 17th
" " " " " " No. 600 June 22nd.

The Political Secy
for C-I

27-99 27/6/99

Public Works

Marine

(1899)

Department.

P.W.D. 929
CURRENT No. 5767

From

Political Dept.

Order

Await-reply from
H.E. the Gov. of the French
Settlements.

No. R.230

Dated 8th July 99.

Received 14.7.99

Enclosures Plans 3 total
Other 0

Spare copies

W.D.
20/7/99

SUBJECT.

Re the settlement of
the payments due to the
S.T.R. on account
of work done in connec-
-tion with the completion
of the Peralam-Karikal
Railway.

BACK PAPERS.

FURTHER PAPERS.

$\left[\frac{G_1}{58} \right]$
500-28-6-99.

Political Department.



PROCEEDINGS OF THE MADRAS GOVERNMENT.

READ the following paper :—

for Chief Secretary.