

CALCUTTA TRAMWAYS (ELECTRICTRACTION) ACT, 1900**4 of 1900****[22nd August, 1900]**

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CALCUTTA TRAMWAYS (ELECTRICTRACTION) ACT, 1900**4 of 1900****[22nd August, 1900]**

An Act to give effect to an agreement made on the 9th December, 1899, between the Corporation of Calcutta and the Calcutta Tramways Company, Limited. WHEREAS an agreement, a copy whereof is set forth in the schedule to this Act, was made between the Corporation of Calcutta and the Calcutta Tramways Company, Limited, on the 9th December, 1899; AND WHEREAS it is declared in the said agreement that the same shall be subject to sanction and authorization by an Act of the Bengal Legislative Council to be thereafter passed for the purpose; AND WHEREAS it is expedient that such sanction and authorization should be given; It is hereby enacted as follows:

1. Short title :-

This Act may be called the Calcutta Tramways (Electric Traction) Act, 1900.

2. Sanction to the agreement :-

The agreement, a copy whereof is set forth in the schedule to this Act, is hereby sanctioned and authorized; and the concessions or contracts, dated respectively the 2nd October, 1879, and the 22nd November, 1879, and the agreement of the 2nd September, 1893, in such agreement mentioned, and the Calcutta Tramways Act,

1880, and the Calcutta Tramways Act, 1894, shall, so far as may be necessary to validate and give effect to such agreement, be extended, varied or modified.

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Agreement, dated 9th December, 1899, between the Corporation of Calcutta and the Calcutta Tramways Company, Limited.

ARTICLES of agreement made this ninth day of December, 1899, BETWEEN THE CORPORATION OF CALCUTTA constituted by and under the Calcutta Municipal Consolidation Act, 1888 of the Bengal Legislative Council, hereinafter called the Corporation of the one part, and the CALCUTTA TRAMWAYS COMPANY, LIMITED, a company incorporated under the English Companies' Acts, having its registered office at 11, Abchurch Lane, London, hereinafter called the Company, of the other part.

WHEREAS, by two Concessions or Contracts the first thereof being dated the 2nd October, 1879, and made between the Corporation of the town of Calcutta constituted by and under Act 4 of 1876 of the Bengal Legislative Council of the one part and Dillwyn Parrish, Alfred Parrish and Robinson Souttar, in such Concession or Contract described and therein and hereinafter referred to as the grantees, of the other part, and the second Concession or Contract being dated the 22nd November, 1879, and made between the Chairman of the Municipal Commissioners of the Suburbs of Calcutta, a body created and rendered corporate by Act 5 of 1876 of the Bengal Legislative Council, of the one part, and the said Dillwyn Parrish, Alfred Parrish and Robinson Souttar as grantees, of the other part, which Concessions or Contracts respectively received the sanction of the Lieutenant-Governor of Bengal and were further sanctioned by an Act of the Bengal Legislative Council entitled the Calcutta Tramways Act, 1880, the grantees, their heirs, executors, administrators and assigns were authorized to construct, maintain and use, in the manner, upon the terms and subject to the conditions and provisions in the said Concessions or Contracts respectively expressed and contained, certain lines of tramway therein respectively referred to in Calcutta and the Suburbs thereof respectively, and were also entitled, subject to the conditions and provisions in the said Concessions or Contracts respectively expressed and contained, to the exclusive right of laying and constructing, maintaining and using a tramway or tramways within the limits of the Calcutta Municipality and of laying, constructing, maintaining and using a tramway or tramways within the limits of the Calcutta suburban Municipality;

AND WHEREAS the Corporation are, under and by virtue of Act 2 of 1888 of the Bengal Legislative Council, the successors of the Corporation of the Town of Calcutta, parties of the first part to the said Concession or Contract of 2nd October, 1879, and of the Chairman of the Municipal Commissioners of the Suburbs of Calcutta, party of the first part to the said Concession or Contract of the 22nd November, 1879, and the Company are the assignees of the grantees, parties of the second part to the said Concessions or Contracts of this 2nd

October, 1879, and 22nd November, 1879, respectively. AND WHEREAS, by the said Concession or Contract of the 2nd October, 1879, it was agreed that in consideration of such Concession the grantees would pay rent at the several rates therein specified for the several periods in the said Concession or Contract mentioned;

AND WHEREAS it was by the said Concession or Contract of the 2nd October, 1879, further agreed and provided that the Corporation of the town of Calcutta and their successors should have the right of purchasing the said tramways, with the plant, building, stores, rolling-stock and everything connected therewith upon the expiration of twenty-one years from the commencement of the said Concession or Contract, upon declaring their intention so to do in writing not less than six months before the expiration of the said twenty one years, and should have a renewed right of purchase at the end of every seven years after the expiration of the said twenty-one years upon similar notice being given, and the consideration for such purchase should be a cash payment of one and two fifths of the amount of the invested capital of the said grantees or securities of the Government of India or securities the interest whereon should be guaranteed by the Secretary of State for India in Council or debentures of the said Corporation of such amount as to produce, at the rate of interest current on such securities, 7 per cent, per annum on the amount of the said invested capital, and, if the consideration for such purchase should be given in such securities as aforesaid, the grantees should be entitled to have in addition a first mortgage of all the property, assets and profits of the tramway or tramways which should have been purchased from them;

AND WHEREAS, by an agreement bearing date the 2nd day of September, 1893, and made between the Corporation of the one part and the Company of the other part, such agreement being sanctioned by Act 3 of 1894 of the Bengal Legislative Council, after reciting inter alia that under and by virtue of the 17th Clause of the said Concession or Contract of the 2nd day of October, 1879, the rent then payable by the said Calcutta Tramways Company Limited, to the said Corporation of Calcutta was calculated at the rate of Rs. 3,250 per annum per mile of double line and Rs. 2,250 per annum per mile of single line, it was in reference thereto agreed that the rent payable by the said Company to the Corporation from the 1st January, 1894, to the 31st December, 1900, being the end of the 21st year referred to in the said Concession or Contract of the 2nd October, 1879, should be calculated and paid at the said rate of Rs. 3,250 per annum per mile of double line and Rs. 2250 per annum per mile of single line, anything in the said Concession or Contract of the 2nd October, 1879, to the contrary notwithstanding, and the said agreement contained a proviso, which has since become inoperative, that a remission of Rs. 15,000 a year should be granted for five years with effect from 1894 subject to the condition that the dividends declared by the Company should not exceed $3\frac{1}{2}$ per cent. per annum during that period;

AND WHEREAS the said Company some time since proposed to the Corporation to substitute electric traction for horse-power traction heretofore employed in the working of the tramways approved of by the Corporation and constructed and maintained by the Company, and to make such alterations in the construction of the said tramways as might be necessary to render the lines suitable to the adoption of such substituted traction, to which proposal the said Corporation assented;

AND WHEREAS the said Company have, with the assent of the said Corporation, already effected the necessary alteration in the construction of portions of the said tramways;

AND WHEREAS the parties hereto have deemed it expedient and have mutually agreed, subject to the sanction and authorization of this agreement by an Act of the Bengal Legislative Council, that the said Concessions or Contracts of the 2nd October, 1879, and of the 22nd November, 1879, and the said agreement of the 2nd September, 1893, shall be varied or modified to the extent and in the manner hereinafter appearing Now THESE PRESENTS WITNESS that, subject to the sanction and authorization thereof by an Act of Bengal Legislative Council to be hereafter passed for the purpose, and in consideration of the said mutual agreement and of the covenants hereinafter contained and on the part of the said Corporation and of the Company, respectively, to be observed and performed, the Corporation do hereby covenant with the Company and its assigns, and the Company for itself and its assigns both hereby covenant with the Corporation, in manner following,

that is to say:

1. Preparatory to the introduction of the system of electric traction hereinafter mentioned, the Company will in a good and substantial manner alter and re-construct the several tramways in Calcutta constructed and now maintained by the Company and specified in the schedule hereto, and all other tramways in Calcutta now maintained by the Company other than the tramways specified in the said schedule, by removing therefrom the rails of the pattern and weight hitherto laid and maintained by the Company in connection with and for the purposes of the system of horse-power traction at present employed in working the said tramways, and by substituting for such rails in the existing gauge rails of such pattern and weight as shall in the opinion of the Engineer to the Corporation be suitable for electric traction.
2. The Company will execute and completely finish the work of alteration and re-construction of the said tramways, as to those specified in the schedule hereto by the 31st December, 1899, and will execute and completely finish the work of alteration and re-construction of the said tramways, other than those specified in the said Schedule, with all reasonable and proper despatch.
3. The Company will, within the period of three years from the date of this agreement, introduce and provide throughout the whole of the tramways of the Company a system of electric traction by means of overhead wires and of a description approved and accepted by the Corporation, in substitution for the existing system of horse-power traction, and will within the period aforesaid furnish and fully and efficiently equip the said tramways with all plant and machinery necessary for the purpose and render the said system of electric traction so to be substituted sufficient and complete in all details as a working system, and, having so introduced and provided the said system of electric traction and so furnished and fully and efficiently equipped the said tramways, will give notice in writing of the completion of the said system to the Corporation. The said system of electric traction shall be completed to the satisfaction in all respects of the Engineer to Corporation, and, on the Engineer to the Corporation satisfying himself that the said system of electric traction is complete, efficient and in good working order and safe for public service and that tramways and tramcars are in proper condition, he shall grant a certificate to that effect to the

said Company, and from the date of the said certificate the said Company shall work the said system of electric traction.

4. If the Company shall not within the said period of three years from the date of this agreement complete the said system of electric traction in all details to the satisfaction of the Engineer to the Corporation, the Company shall be liable to and shall for such failure pay to the Corporation a penalty of fine of Rs. 200 for each day or part of a day until the said system of electric traction shall be completed in all details to the satisfaction of the said Engineer. The said penalty or fine shall be paid by the Company on demand thereof being made by or on behalf of the Corporation, and in the event of non-payment thereof shall be recoverable in full from the Company. If the Engineer to the Corporation shall decide that any work or thing to be done or provided under this agreement is not to his satisfaction, and the Company shall take objection to such decision as being unreasonable, the question shall be referred to and settled by arbitration in the manner provided by the said Concession or Contract of the 2nd October, 1879.

5. The Corporation shall have the right of purchasing the said tramways with the plant, machinery, land, buildings, rolling-stock, stores and everything connected therewith belonging to the Company, on the 1st January, 1931, upon declaring their intention so to purchase the same in writing not less than six calendar months before the said date, and the Corporation shall have a renewed right of purchase at the end of every seven years after 1st January, 1931, upon similar notice being given. The consideration for such purchase shall be a cash payment of twenty-five times the difference between the average gross annual receipts and the working expenses of the Company which said working expenses shall inter alia include track rent and the proper upkeep and maintenance of the said tramways, plant, machinery, buildings and rolling-stock, and any sum payable under clause 6, The average of the gross annual receipts and the working expenses for the purposes of such purchase shall be determined by taking the average of the seven years immediately preceding the date of such purchase. Upon the expiry of the said notice, the Company shall make over to the Corporation the entire tramways, plant, machinery land, buildings, rolling-stock, stores and everything connected therewith. If the payment by the Corporation of the consideration for such purchase shall be delayed beyond the period of thirty days from the date of the expiration of the notice so to be given, the Corporation will pay to the Company interest on the amount of such consideration or such part thereof as shall be unpaid at the rate of 5 per cent, per annum from the date of the expiration of such notice, until payment, but in no event shall the said consideration be allowed to remain unpaid for more than six months from the date on which the same shall become due and payable. The provisions of this clause shall be in lieu of and not in addition to any power of purchase now vested in the Corporation under the said Concessions or Contracts of the 2nd October, 1879, and the 22nd November, 1879, or either of them, or the Calcutta Tramways Act, 1880, or otherwise.

6. The Company will, prior to the date of the expiration of the notice to be given by the Corporation under and pursuant to the last preceding clause, well and sufficiently repair to the satisfaction of the Engineer to the Corporation such of the said tramways and of the said plant, machinery, buildings, rolling-stock and other things or such portions thereof, respectively, as shall then be in need of repair, and will place or restore the same in or to a good and serviceable order and condition, and will so make over the same to the Corporation. If default shall be

made by the Company in complying with the provisions of this clause, the Corporation shall for such default, and to the extent thereof, be entitled to a deduction from the consideration for the purchase of the said tramways, plant, machinery, land, buildings, rolling-stock, stores and premises of the Company as aforesaid, the fact whether such default has occurred and the amount of such deduction to be determined arbitration in the manner provided in the said Concession or Contract of the 2nd October, 1879.

7. Until such date as the Company shall have completed the said system of electric traction in all respects to the satisfaction of the Engineer to the Corporation, the Company will pay to the Corporation track-rent at the rate at which the same is now paid or may be payable by the Company under the said Concessions or Contracts of the 2nd October, 1879, and the 22nd November, 1879, and the said agreement of the 2nd September, 1893. On and from the date on which the Company shall have completed the said system of electric traction in all respects to the satisfaction of the Engineer to the Corporation, and thereafter throughout the period which shall elapse until the tramways, plant, machinery, buildings, rolling-stock, stores and premises shall be purchased by the Corporation in exercise of the liberty accorded by clause 5, the Company will pay to the Corporation the fixed track-rent of Rs. 35,000 per annum in respect of all the now-existing tramways without exception, provided that, if the working by the Company of any now-existing tramway or any portion thereof shall with the previous sanction of the Corporation be hereafter discontinued, the Company shall be entitled to a proportionate reduction of the said fixed rent in respect of the tramway or portion thereof, the working whereof, shall be so discontinued.

8. As from the date on which the Company shall have completed the said system of electric traction, and throughout the period which shall elapse between such date and the date of the purchase by the Corporation of the property of the Company in manner here in before provided, the Company shall on all tramways the subject of this agreement provide and maintain such a full and proper daily service of tramcars running in both directions as shall in the opinion of the Chairman of the Corporation be sufficient for the requirements and convenience of the public.

9. If the Company shall in any respect fail to maintain a fit and proper daily service of tramcars to the satisfaction of the Chairman of the Corporation, or shall in any respect fail to maintain the tramways in good and efficient order or the tramcar in efficient condition to the satisfaction of the Engineer of the Corporation, the Chairman or the Engineer, as the case may be, shall give notice to the Company to make good any default by a date to be named in such notice, and should the Company take objection to such notice as being in any respect unreasonable, the matter in question shall be referred to arbitration in the manner provided in the said Concession or Contract of the 2nd October, 1879, and the arbitrators or their umpire shall, by their or his award be empowered to direct the Company to do all works and things necessary to keep the tramways in good and efficient order or to maintain a fit and proper daily service of tramcars or to maintain the cars in efficient condition, as the case may be, and the Company shall forthwith comply with the direction in such award within such period as shall be named therein, and, from the date of the submission to such arbitration or the date that may be fixed by the Engineer, if his decision is accepted, the Company shall, until they shall have complied with such notice or direction, be liable to pay and on demand by the Corporation shall pay the full

track-rent provided for in the said Concession or Contract of the 2nd October, 1879, and shall forfeit all right to or benefit of any modification of such rent during such period.

10. And it is expressly agreed and declared that, subject to the sanction and authorization of this Agreement by an Act of the Bengal Legislative Council, the said Concessions or Contracts of the 2nd October, 1879, and the 22nd November, 1879, respectively, and the Calcutta Tramways Act, 1880, Act 3 (B.C.) of 1894 and the Agreement of the 2nd September, 1893, shall be read and construed as extended and varied or modified by this agreement.

Schedule referred to in the foregoing Agreement.	
Bow Bazar Street.	Wellington Street.
Lal Bazar.	Kidderpore line.
Strand Road.	Old Court House Street.
Dhurrumtollah Street.	Lower Chitpore Road.
Cornwallis Street.	Dalhousie Square, South.
College Street.	Hare Street Junctions.
Welleseley Street.	Chowringhee all crossings.