

Public Works (1898) Department.

RAILWAY BRANCH.

G.O., No. 1271-72 Ry.

DATED 15th October 1898.

[Despatch Abstract.]

Agreement for Working the Nilgiri Railway.

Ordered that copies of the _____
made on the 26th May 1898, between the Nilgiri
& the Madras Ry. Companies, be forwarded
to the Genl. of India.

Forwarded

Indexed. 22/10/98

other, appliances that are required for working traffic, &c., at Stations.

Locomotive premises.

- (h) Locomotive premises include running sheds, repairing shops, and all other appliances necessary for maintaining rolling stock in working order.

Rolling stock.

- (i) Rolling stock includes brake vans, water-tanks, all goods and coaching vehicles and all locomotive engines which are necessary for working the traffic of the Nilgiri Railway.

Nilgiri Railway.

- (k) The term "Nilgiri Railway" includes all stations, locomotive premises, dwellings for the staff, rolling stock, and the whole of the permanent-way which form part of the complete undertaking of the Nilgiri Railway Company.

Local traffic & telegraph receipts.

- (l) Local traffic and telegraph receipts are those which relate to traffic and telegrams which do not pass off the Nilgiri Railway and include the receipts for traffic and telegrams between Mettupalaiyam and any station of the Nilgiri Railway.

Through traffic and telegraph receipts.

- (m) Through traffic and telegraph receipts are the share of the receipts due to the Nilgiri Railway for traffic and telegrams which pass between stations of the Nilgiri Railway and stations of the Madras and other Railways beyond the Madras Railway.

Gross receipts.

- (n) Gross receipts include the Nilgiri Railway share of all local and through traffic and telegraph receipts, all amounts received for rent except rent of buildings not used for traffic purposes, *e.g.*, hotels, &c., and buildings erected for but no longer required for traffic purposes, and all other sums received by the Madras Railway on account of the Nilgiri Railway receipts—including advertisement and refreshment room receipts, &c. It is understood that the Nilgiri Railway receipts are to include a fair proportion of the sundry earnings from the buildings, &c., in the joint station at Mettupalaiyam on which the Nilgiri Railway is to pay a proportionate amount to cover interest on Capital cost and maintenance and repairs under article 17,

such as rents of quarters and dwelling houses, land, profits of workshops (if any), sale of unclaimed and damaged goods, license from fruit sellers, &c.

Madras Railway to work the Nilgiri Railway.

2. The Nilgiri Railway as hereinbefore defined with permanent-way, station buildings, furniture, fittings, sheds, sidings, locomotive engines and rolling stock of all kinds, and all other conveniences necessary for working the traffic to and from the Coonoor terminus of the Nilgiri Railway will be taken charge of by the Madras Railway Company on the first day of eighteen hundred and ninety- and from that date it is, during the period of this Agreement (see clause 3) to continue to be worked by the Madras Railway Company as part of its own undertaking in all respects as if it actually belonged to the Company subject only to the same control of Government through the Consulting Engineer to the Government of Madras as is provided for in the agreement entered into between the Nilgiri Railway and the Secretary of State, the intention being that for working purposes the Nilgiri Railway is to be considered and dealt with exactly as if it were the property of the Madras Railway Company, except as to the provision of funds for Capital expenditure and as to the maintenance and renewal of the permanent-way, works and stations, and cost of home establishment, which are specially provided for in clauses (5) five, (6) six and (7) seven respectively.

Note.—On 1st September 1898 or on any subsequent date when the Railway is declared to be ready for traffic.

Period of agreement

3. This Agreement is to remain in force for a period of three years from the date on which the line is opened for public traffic subject to revision on the opening of the extension of the line from Coonoor to Ootacamund; after the expiration of the three years the Agreement will continue in force subject to any alteration of terms and conditions as may mutually be agreed upon by the two Boards of Directors and subject to six months' notice on either side, such notice, however, only to expire on the 30th June or 31st December of any year.

Land.

4. The Nilgiri Railway Company will obtain from Government any land that may at any time be required for the use or extension of the Nilgiri Railway system. Application for extra land required will be submitted in all cases by the Madras Railway direct to the Government Consulting Engineer.

Capital Funds.

5. The Nilgiri Railway Company will provide all necessary funds that may be required for Capital expenditure, and when such Capital works are to be undertaken by the Madras Railway Company, the estimated cost thereof is to be deposited in advance with the Madras Railway Company. All expenditure on Capital account is to be subject to the sanction of the Government and no expenditure on Capital Works estimated to exceed Rs. 5,000 shall be incurred without the previous sanction of the Board of Directors of the Nilgiri Railway Company.

Engineering maintenance.

6. The Engineering maintenance, including the repair and renewal of all buildings, bridges, cuttings and embankments, permanent-way and all other expenditure chargeable according to Government Orders to the Abstract A form of Revenue account, will be undertaken at the sole cost of the Nilgiri Railway Company, but the Engineering staff shall be in all respects subject to the orders and control of the Agent and Manager of the Madras Railway Company. Abstract A will be submitted periodically to the Government Examiner of Accounts, Madras.

6 (a). Estimates for work in connection with ordinary maintenance to be submitted in advance half-yearly to the Nilgiri Board in London, or their nominee, and in the event of objections being raised to any proposed expenditure, the question to be referred, if necessary, to the Consulting Engineer for Railways, Madras.

Home establishment.

7. The cost of the Home establishment as chargeable by Government Orders under Abstract E of the Revenue accounts will be borne by the Nilgiri Railway Company.

7 (a). All other Revenue expenditure is to be borne by the Madras Railway and to be covered by the payment alluded to in clause 19.

Passenger fares.

8. The following passenger fares shall be chargeable between Mettupalaiyam and Stations on the Nilgiri Railway :—

1st Class—A maximum mileage rate of 10 Annas.

2nd Class—A maximum mileage rate of 6 Annas.

3rd Class—A maximum mileage rate of 1 Anna.

Luggage and parcels—A maximum mileage rate of one anna per maund per mile.

Other coaching rates will be charged as shown in published time-tables and circulars.

Goods rates.

9. The following goods rates will be chargeable for all classes of goods-traffic :—

From Mettupalaiyam upwards—a maximum rate of $4\frac{1}{2}$ pies per maund per mile.

From Coonoor downwards—a maximum rate of $2\frac{1}{2}$ pies per maund per mile.

Terminal charges.

9 (a). Terminal charges will be levied at the rates in force from time to time on the Madras Railway.

Alteration of rates both passenger and goods.

10. Subject to the above-mentioned maximum rates the Madras Railway Company shall have the power to alter the rates as found to be desirable for the encouragement of traffic.

Carriage of mails.

11. Government mails shall be carried over the Nilgiri Railway under the terms of the agreement between the Nilgiri Railway Company and the Secretary of State.

Carriage of Revenue Stores.

12. The Madras Railway Company agrees to carry over its own line any materials required for revenue works upon the Nilgiri Railway at the rates and under the same arrangements as are in force for material required for revenue works on its own line. Materials and revenue stores carried over the Nilgiri Railway will be carried at the lowest rate chargeable for stores conveyed for the public.

Responsibility for accidents, &c.

13. The Madras Railway will be responsible as between the Railways and the public for all accidents, losses or damages of all kinds upon the Nilgiri Railway except as follows :—

Accidents or losses—

(i) caused by the failure of way or works owing to defective construction ;

(ii) owing to mechanical or other failure of method or system on which rolling stock ascends or descends gradients on the Nilgiri Railway ;

(iii) owing to defective construction of rolling stock ; and

(iv) owing to extraordinary casualties from exceptional rainfall, or damages by floods, land slips, bursting of tanks, rivers, or other irrigation works,

for which exceptions as well as for any accident or damage that the Madras Railway could not have prevented the Nilgiri Railway will be financially responsible as between the Railways and the public.

13 (a). The Nilgiri Railway will be responsible for loss to the public through delay in the event of the rolling stock and equipment which was estimated to be required before the Railway was opened for traffic being found to be insufficient when working has commenced.

13 (b). The Nilgiri Railway will also be responsible for any damage to rolling stock caused by the circumstances detailed in sub-heads (i), (ii), (iii) and (iv) of clause 13, it being the intention to secure the Madras Railway from abnormal risks in this respect due to the peculiarities of the Hill Railway. Provided always that such accident or damage could not have been prevented by the Madras Railway.

Provision of
staff, stores,
&c.

14. The Madras Railway Company shall provide and pay for the necessary staff, stores, &c., required for the working of all descriptions of traffic between Mettupalaiyam station and the terminal station of the Nilgiri Railway.

Control of
traffic.

15. The Madras Railway Company shall have entire control of the train and traffic arrangements of the Nilgiri Railway and shall during the continuance of this Agreement cause to be run upon the Nilgiri Railway as many trains and at such times as the traffic shall from time to time require: at least one train shall be run daily throughout the entire length in each direction.

Telegraph
lines and
block instru-
ments.

16. The Government Telegraph Department will provide and maintain the necessary lines of telegraph required for working and the rent charged by the Government will be included in the cost of working. The Madras Railway will decide whether Block Instruments shall be hired from Government or if it will provide Winter's Instruments at a rental not exceeding the rate charged by Government for similar instruments.

Mettupalai-
yam Joint
Station.

17. The necessary expenditure to render the Station buildings at Mettupalaiyam available for use as a joint station will be at all times undertaken by, and at the cost of, the Madras Railway: interest upon the total cost of the joint station premises at the rate of $7\frac{1}{2}$ per cent. per annum will be charged to the two Railways in proportion to the amount of their local and inter-changed traffic at Mettupalaiyam.

Note.—Build-
ings paid for
partly by the
Nilgiri Rail-
way and part-
ly by the Mad-
ras Railway
will be acqui-
red altogether
and paid for
by the Madras
Railway.

The weight of coaching traffic shall be reckoned according to the following scale:—

For each passenger of every class ...	1 cwt.
" " child ...	56 lbs.
" " horse or each head of horn- ed cattle ...	$\frac{1}{2}$ ton.
" " sheep, calf, goat, pig, dog or other small animal ...	56 lbs.
" " parcel ...	actual weight.
" " carriage of any size ...	$\frac{1}{2}$ ton.

17 (a). The payment of the Nilgiri Railway Company of their proportion of the interest on cost of joint buildings shall be in addition to the proportion of gross earnings for ordinary working expenses to be charged by the Madras Railway under clause 19.

Accounts.

18. The Madras Railway Company shall record and keep in a proper manner full and particular accounts of all its transactions and correspondence in any way relating to or affecting the Nilgiri Railway or the business thereof or any of the matters or things included or referred to in this Agreement, so as at all times to exhibit fully and truly the state of its affairs in relation thereto, in the same manner as prescribed in the contracts between the Secretary of State for India and the two Railways.

(b). All receipts of the Nilgiri Railway are to be collected and treated as the receipts of the Madras Railway Company. The balance, after deducting the payments as defined in clauses 19 and 21 of this Agreement, is to be paid over to the Nilgiri Railway Company as soon as the accounts for each half-year shall have been made up and passed by the Government of Madras.

(c.) A full statement of account shall be furnished by the Madras Railway Company half-yearly to the Nilgiri Railway Company and the former Company will also furnish weekly a statement of traffic earnings of the latter Railway.

Remuneration
to the Mad-
ras Railway
for working
the Nilgiri
line.

19. The charge to be made by the Madras Railway Company for working the Nilgiri Railway (including all Revenue expenditure, excepting that for Maintenance and Home Establishment excluded under clauses 6 and 7) shall be 30 per cent. of the gross receipts (see clause 1, sub-head (n)) subject to such receipts being taken at a minimum of Rs. 1,00,000 in each half-year: provided that if the Madras Railway Company's actual expenditure in working the Nilgiri line shows a saving upon this proportion of 30 per cent. of gross receipts, then the Madras

Railway Company agree to surrender half the said saving to the Nilgiri Railway Company; but if such actual charges show the expenses to be over the 30 per cent. of gross receipts, the Nilgiri Railway Company agrees to share the excess in equal proportions up to the point at which the payment to the Madras Railway Company would amount to 35 per cent. of gross receipts as a maximum.

Maintenance
of Nilgiri Ry.

20 (a). The Madras Railway Company will take all steps necessary to ensure that the Nilgiri Railway and its engines and rolling stock are maintained in the same state of efficiency as that in which they were handed over to the Company.

(b). The precise conditions of the Nilgiri Railway, both as regards way and works and its equipment, when handed over to the Madras Railway Company are specified in the schedule to be annexed to this Agreement. A detailed inventory of the Nilgiri Railway as made over to the Madras Railway shall be prepared by the Nilgiri Railway and accepted and kept by the Madras Railway Company as part of the accounts.

Provident
Institution.

21. A sum amounting to 1 per cent. of net earnings, shall be retained by the Madras Railway Company for contribution to the funds of the Company's Provident Institution.

Engines, rolling
stock &
other equip-
ment.

22. Before the Railway is open for traffic, the Agent and Manager of the Madras Railway shall, in consultation with the Engineer-in-Chief of the Nilgiri Railway, decide so far as is practicable whether a sufficiency of engines and rolling stock (with the necessary duplicate parts), buildings and quarters and general appliances and equipment have been provided.

Government
inspection of
line, rolling
stock, &c.

23. The Nilgiri Railway as defined in clause I (k) shall be inspected and passed by the Government officials before being opened for traffic, and periodically thereafter as Government decides.

Madras Rail-
way Rules &
Regulations
to apply.

24. All the General and Subsidiary Rules and Regulations for the working and management of the Madras Railway in force during the term of this Agreement shall, so far as they are applicable to a branch line, be brought into operation on the Nilgiri Railway.

Arbitration.

25. In the event of any difference of opinion arising upon any of the terms of this Agreement between the respective Companies, the matter shall be referred through the Government of Madras to the Government of India, who shall decide from time to time as to responsibility for loss or damage, under this Agreement, and whose decision shall be final and binding upon both parties.

(Signed) W. J. WEIGHTMAN,
Agent and Chief Engineer,
Nilgiri Railway Company.

(Signed) LOUIS S. MOSS,
Agent and Manager,
Madras Railway.

BACK PAPERS



(No. I.)

No.

(No. I.)
No. 9365
958
A

MADRAS RAILWAY.

AGENT AND MANAGER'S OFFICE,

Madras, 6th October 1898

From

4649

7.10.98

The Agent and Manager,

Madras Railway,

Rayapuram.

To

The Consulting Engineer for Railways.

Вчера.

508

SIR,

Adverting to G. O. No 1094 Ry
dated the 26th August 1898, I have the
honour to enclose 50 Copies of the
agreement for working the Nilgiri
Railway, 40 for transmission to the
Government of India and 10 for the
use of your office.

I have the honour to be,
sir,

your most obedient servant

Lewis. S. M. V. S.

Agent and Manager.

$$\frac{Em}{50}$$

Cells

Papers to be read in Proceedings:—

Again G.O., dated 18th June
 Again G.O., dated 26th August

1898, No. 826 - 27th 19

1898, No. 1094 19

Current No. 4649 of 1898, dated 7th Oct, from Agent Manager
 Madras Railway
 „ 189 „ „ „ „
 „ 189 „ „ „ „

ORDER. No 1271 R of 15/10/98.

The Government of
 India will be addressed

5/10

No. 12721 Rev

Government of Madras.

PUBLIC WORKS DEPARTMENT,
RAILWAY BRANCH.

To

THE

Secy to the Govt of
Madras P.W. Dept.15th Octr 1898.

Sir,

S1107
in Serial 8
page 6 of
case put up

With reference to
the correspondence ending
with your letter No. 888R
of the 16th August 1898
I am directed to forward
herewith 40 copies of the
Agreement made on the
26th May 1898 between
the Nilgiri and the
Madras Ry. Companies
for the working of the Nilgiri
Ry by the latter Company.

[Signature]
D.R.

15/10/98

M