# Public Works (1899) Department.

RAILWAY BRANCH.

G.O., No. 405-6 Ry.

DATED 12th April 1899.

Print-urgent

Supersedes G.O. No. 356 Ry. of 29-3-99

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[Despatch Abstract.]

Agreement for interchange of traffic at the Erode station between the East Coast & Madras Ry.

Ordered that an extract from a letter from the Board of Directors, Madras Railway Company conveying approval to the ———, be forwarded to the Govt. of India.

Forwarding an extract from a letter from the Board of Directors, Madras Ry Company conveying approval to the ———

[Indexed]

## BACK PAPERS.

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RAILWAY.

# Government {1899} of Madras.

## PUBLIC WORKS.

*Recd.* } 1899. *Enclosures*

*Regd.* } *Spare copies*

**G.O., No. 405 Ry., 12th April 1899.**

## APRIL.

**Agreement for interchange of traffic at the Ennur Station between the East Coast and Madras Railways**

Ordered that an extract from a letter from the Board of Directors, Madras Railway Company, conveying approval to the —, be forwarded to the Government of India.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

**Railway.**

Read again the following paper :—

G.O., No. 356 Ry., dated 29th March 1899.

Minutes of Meeting held at the Office of the Agent and Manager, Madras Railway, Rayapuram, on 20th October 1898.

Present.

Mr. F. J. E. Spring, C.I.E., Consulting Engineer for Railways.

Major W. V. Constable, Manager, E.C. Ry.
Mr. Boyce, Traffic Superintendent, E.C. Ry.
„ Morton, Locomotive Supdt., E.C. Ry.
„ F. W. Bartlett, Offg. Engineer-in-Chief, B.M. Ry.

Mr. L. S. Moss, Agent and Manager, M. Ry.
„ E. W Stoney, Chief Engineer, M. Ry.
„ C. E. Phipps, Locomotive Supdt., M. Ry.
„ F. W. Read, Traffic Manager, M. Ry.
„ T. Wake, Officiating Chief Auditor, M. Ry.
„ A. Edwards, Assistant to A & M., M. Ry.

Read—The note written by Major Constable and received with his letter, dated 12th September 1898, stating the terms under which he considered the East Coast Railway trains should be allowed to run into Rayapuram. These terms were briefly as follows :—

(1) That the Madras Railway continue to work the State Railway between Ennur and Washermenpettah

(2) That the East Coast Railway shall have running powers over the State Railway between Ennur and Washermenpettah and over the Madras Railway between Washermenpettah and Rayapuram, and that its trains and engines be allowed to run direct from Ennur to Rayapuram and *vice versâ*.

(3) That the Madras Railway shall claim and keep the earnings of the East Coast trains working south of Ennur as well as the earnings of its own local service of trains.

(4) That the Madras Railway shall allow the East Coast Railway trains to run from Ennur to Rayapuram and *vice versâ*.

(5) That the Madras Railway perform for the East Coast Railway the following services either free or in part payment, viz. :—

(*a*) The East Coast coaching stock to be cleaned and lighted and carriages examined and greased and the trains received at, and despatched from, Rayapuram station by the Madras Railway.

*Note.*—The East Coast Railway will supply its own lamps, tickets and running (train) staff, and will pay for repairs to their coaching stock when required to do so under Conference Rules.

(*b*) If quarters are available for the drivers and guards, the East Coast Railway will pay rent for any quarters provided, but the East Coast Railway claims running room accommodation for its guards and firemen free.

(*c*) The East Coast Railway goods stock to be examined, greased and kept in order, received and despatched and the goods finally dealt with free of cost by the Madras Railway.

(*d*) The Madras Railway to house and look after the engines of the East Coast Railway which run into Rayapuram. The Madras Railway to charge only for stores and coal for the engines and rent for the quarters occupied by the drivers and firemen of the East Coast Railway.

(*e*) The engines of the East Coast Railway to be supplied free with water by the Madras Railway, and the latter railway to find free accommodation for stores and coal required by East Coast Railway engines, and other than ordinary running repairs to engines to be paid for by the East Coast Railway.



2. The Agent and Manager of the Madras Railway said that he had referred Major Constable's memorandum to his Board with a request that instructions should be given to him by telegraph; but, as he had not received instructions from his Board, he could only assume that the Government of India had rejected the proposals made by his Board for working the East Coast Railway as far north as Vizianagram. He then reminded the State officers present at the meeting that working the Ennur-Washermenpettah Railway for the convenience of the State had resulted in a heavy and continuous loss to the Madras Railway; for that reason he was not prepared to consider any proposals dealing with the receipts of the Ennur-Washermenpettah line in connection with services altogether outside the agreement for working that line, and that under the circumstances he could not accept for his company the terms proposed by Major Constable. Mr. Moss stated, however, that the Madras Railway was prepared, as a temporary arrangement, to take the East Coast trains from Ennur to Rayapuram and *vice versâ* by Madras Railway engines, accepting the traffic as interchanged at Ennur.

3. He further stated if these terms were not accepted, he was prepared to allow East Coast trains and engines to run direct to Rayapuram on the terms accepted by the Oudh and Rohilkhand State Railway for Indian Midland Railway trains and engines entering the Cawnpore station.

4. He contended the terms he had proposed to the East Coast Railway for exchanging traffic at Ennur were simple and inexpensive and they had the merit of leaving the Madras Railway Board a free hand in its communications with the Secretary of State in the event of those communications being prolonged.

5. After considerable discussion Major Constable said that he would agree, subject to the approval of the Government of India, to the terms proposed by the Madras Railway for the interchange of traffic at Ennur.

The following general principles for giving effect to the arrangement were then agreed to :—

(1) The working cost of Ennur station to be divided between the two railways equally, no charge for rent of station being made. Expenditure incurred owing to damages or accidents which may be caused by joint station staff to the public, to the stock of either railway or to trains and traffic within the limits of the station, and all damages or losses which either railway may sustain or be put to in consequence of the acts of the joint station staff, however arising, within the limits of the station, shall be charged to joint station expenses.

(2) The Madras Railway to work the East Coast Railway trains between Ennur and Rayapuram, accepting the traffic as interchanged between the two railways at Ennur, the earnings between Ennur and Washermenpettah on such traffic to be accounted for by the Madras Railway under its agreement for working that line.

(3) The Madras Railway will provide the guards for the East Coast Railway trains to and from Ennur, but the guard of the East Coast Railway may travel in the train in charge of parcels, to avoid delay to trains at Ennur by the transfer of parcels.

(4) East Coast Railway through up-trains to have precedence of Madras Railway local down-trains.

(5) The Madras Railway will provide, at the expense of the East Coast Railway, or the East Coast Railway may do so at its own expense, a Carriage Examiner at Rayapuram, or Ennur, to examine East Coast Railway carriages and wagons.

(6) The Madras Railway will arrange for the lighting of carriages between Ennur and Rayapuram, and will also arrange for the cleaning, oiling and greasing of East Coast Railway carriages (at Rayapuram) and wagon stock (at Salt Cotaurs). These services to be performed at the expense of the East Coast Railway. Details to be settled by the Locomotive Superintendents of the respective railways.

(7) A limited number of East Coast Railway coaching vehicles to stand free of demurrage at Rayapuram.

(8) For the haulage of the East Coast Railway goods wagons proper between Rayapuram and Salt Cotaurs 12 hours to be allowed in addition to the time allowance under Conference Rules. This is necessary in consequence of the difficulty of working in the absence of through lines to Central Station and Salt Cotaurs. This clause to be subject to revision if found to be not workable. For carrying goods from Rayapuram to Salt Cotaurs a charge of Rs. 1–8–0 per wagon to be levied. This sum will be included in the invoice and recovered from the public.

(9) The passenger fares between Ennur and Rayapuram and the fares for reserved compartments will be those at present charged by the Madras Railway.

(10) Goods wagons which cannot be brought into Rayapuram on the through trains to remain at Ennur in charge of joint station staff and to be sent forward by local trains. Conference rules to apply. No mileage to be paid on wagons containing less than 81 maunds or 3 tons of goods.

(11) Vehicle and wagon stock to be checked at Ennur.

(12) The arrangements for the shunting of wagons at Ennur to be settled by the respective Traffic Managers of the two railways, the work to be divided as far as possible equally between the East Coast and Madras Railway engines.

(13) All matters of detail connected with the arrangements now agreed to, affecting either the Locomotive, Traffic, or Audit departments, to be settled by the Locomotive, Traffic and Audit officers of the two railways.

(14) Any questions of principle not considered at this meeting to be settled mutually by the respective Managers of the two railways.

(15) The accommodation required by the East Coast Railway at Ennur to admit of the above arrangements being given effect to, to be settled between the officers of the East Coast Railway and the Engineer-in-Chief of the Bezwada-Madras Railway.

6. The arrangement agreed to may be terminated on six months' notice being given by either railway or at any time by mutual agreement between the Secretary of State and the Madras Railway Board.

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Read the following paper:—

From—The Secretary to the Government of India, Public Works Department.
To—The Joint Secy. to the Govt. of Madras, P. W. Dept., Ry. Branch.
Dated—Simla, 14th March 1899, No. 214 R.T.

The following, with copy of letter replied to and of its enclosures, is forwarded to the Joint Secretary to the Government of Madras, Public Works Department, Railway Branch, for information with the request that the approval of the Board of Directors of the Madras Railway Company to the agreement may be communicated to the Government of India on receipt.

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Enclosures.

From—The Secretary to the Government of India, Public Works Department.
To—The Manager, East Coast Railway.
Dated—14th March 1899, No. 213 R.T.

I am directed to communicate the sanction of the Government of India to the agreement entered into between the East Coast and Madras Railways as a temporary arrangement, for the interchange of traffic between the two railways at Ennur, received with your letter No. 561, dated the 23rd January 1899, to the address of the Director of Railway Traffic, subject to approval by the Board of Directors of the Madras Railway Company.

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From—The Manager, East Coast Railway.
To—The Director of Railway Traffic.
Dated—23rd January 1899, No. 561.

With reference to the correspondence ending with telegram No. 03 R.T., dated the 8th December 1898, from Works, Calcutta, I have the honour to submit herewith, for favour of approval, 40 printed copies of the agreement entered into with the Madras Railway Company for interchange of traffic at Ennur station signed by the Agent and Manager of that railway and myself together with 40 copies of the minutes of meeting held at the office of the Agent and Manager, Madras Railway, Rayapuram, on the 20th October 1898.

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Working Agreement between the Government of India and the Madras Railway Company for interchange of Traffic at Ennur station, &c.

*Preamble.*—Memorandum of agreement made on the nineteenth day of December eighteen hundred and ninety-eight between the Government of India and the Madras Railway Company for the interchange of traffic at Ennur and for the use of the Ennur station in common by the East Coast State Railway and the Madras Railway as a temporary arrangement subsidiary to the agreement between Government and the Madras Railway under which the latter Company are working on behalf of the State the Ennur-Washermanpettah Section of the Bezwada-Madras Railway.

1. *Duration of agreement.*—This agreement shall be considered as having effect from the date the Gudur-Ennur section of the Bezwada-Madras Railway is opened for traffic and shall be terminable on six months' notice being given on either side or at any time by mutual agreement between the Secretary of State and the Madras Railway Board.

2. For the purpose of this agreement the section of line Ennur-Washermanpettah shall be considered as part of the Madras Railway system.



3. *Station limits.*—The limits of Ennur station for the purposes of this agreement shall be the distant signal on each side of the station, provided that if the north distant signal be worked on the Ennur bridge or beyond, no part of the bridge shall be included.

4. *Through booking.*—All descriptions of traffic are to be booked through between such stations of the two railways as may from time to time be arranged between the Traffic Managers of the two railways.

5. *Interchange of traffic and rolling-stock.*—The interchange of traffic and rolling-stock under this agreement shall include traffic to or from other railways, with which either contracting railway has established, or may hereafter establish, through booking.

This interchange of traffic shall be carried on in accordance with the Conference rules in force at the time, except where the Conference rules are opposed to the clauses of this agreement.

6. *Appointment of joint staff.*—The joint staff for working Ennur station shall be appointed and controlled by the Madras Railway Company, the cost to be charged to joint station expenses account.

The joint staff shall perform all work connected with the coaching and merchandise traffic at Ennur station including the signalling and marshalling of trains and all other services necessary for the working of the joint station, save and except the working of engines, and cleaning and greasing of rolling-stock.

Each railway working into Ennur junction shall provide its own telegraph staff who shall be responsible for the correct despatch and acceptance of trains according to the system in force on each railway respectively.

7. *Duties of joint staff.*—The business of each railway shall have equal attention at the hands of the joint staff who must carry out the instructions of properly authorized officers of each railway with reference to traffic for the respective lines.

8. *Returns and accounts.*—Each railway shall be furnished by the joint staff with any returns it requires regarding detentions to its own rolling-stock, and regarding all other matters relating to its own working.

9. *Maintenance.*—Each railway shall provide and maintain, at its own cost, all accommodation that may be required for its own exclusive use.

10. *Stores.*—Each railway shall provide, at its own cost, all stores and stationery required for its own exclusive use.

11. *Division of expenses.*—No charge will be made for rent, but all other expenses which under this agreement are chargeable to joint station expenses shall be divided equally between the two railways, parties to this agreement.

12. *Credit to joint station expenses account.*—All sums realized by the sale of lost property, unclaimed goods, licenses, &c., collected at Ennur station, are to be credited to joint station expenses account.

13. *Rules and regulations.*—Any breach of rules and regulations by servants of the East Coast Railway within Ennur station limits shall be dealt with by the Traffic Managers of the two railways, and in case of dispute as to the interpretation of the rules and regulations the matter shall be referred to the Agent and Manager of the Madras railway, whose decision shall be final.

14. *Damages or accidents.*—All damages or accidents which may be caused by joint station staff to the public, to the stock of either railway or to trains and traffic within the limits of the station, and all damages or losses which either railway may sustain or be put to in consequence of the acts of the joint station staff, however arising, within the limits of the station, shall be charged to joint station expenses.

Each railway shall be responsible for damages or accidents caused by its own running staff within station limits.

Notice of all accidents, damages and losses which occur within station limits shall be sent to the officers of both railways immediately.

15. *Letters and telegrams.*—Letters and telegrams relating to joint business and through traffic shall be interchanged free of charge between the two railways.

16. *Local traffic.*—Traffic booked to, or invoiced from, Ennur station by either railway shall be considered local traffic.

17. *Station books.*—The station books shall be kept by the joint staff, but they shall at all times be open to inspection by any authorized officer of either railway.

18. *Instructions.*—The instructions of each railway as to charges on traffic for their respective lines shall be furnished by the Traffic Managers of the respective railways to the joint station staff, and must be acted upon.

19. *Terminals rate list.*—No terminal on account of Ennur junction shall be charged on through traffic by either Company. Each Company shall furnish the other from time to time with lists of the rates and fares between Ennur junction and its respective stations.

20. The passenger fares between Ennur and Rayapuram and the fares for reserved compartments will be those at present charged by the Madras Railway.

21. East Coast Railway coaching and mixed trains shall be worked through between Ennur and Rayapuram by engines of the Madras Railway Company who will accept the traffic as interchanged between the two railways at Ennur, the earnings between Ennur and Washermanpettah on such traffic to be accounted for by the Madras railway under its agreement for working that line.

22. Goods wagons which cannot be brought into Rayapuram on the through trains to remain at Ennur in charge of joint station staff and to be sent forward by local trains. Conference rules to apply. No mileage to be paid on wagons containing less than 81 maunds or 3 tons of goods hauled between Ennur and Salt Cotaurs.

23. For the haulage of East Coast Railway goods wagons proper between Rayapuram and Salt Cotaurs 12 hours to be allowed in addition to the time allowance under Conference rules. This is necessary in consequence of the difficulty of working in the absence of through lines to Central station and Salt Cotaurs. This clause to be subject to revision if found to be not workable. For carrying goods from Rayapuram to Salt Cotaurs a charge of Rs. 1-8-0 per wagon to be levied. This sum will be included in the invoice and recovered from the public.

24. East Coast Railway through Up trains to have precedence of Madras Railway local Down trains.

25. Vehicle and wagon stock and seals of wagons to be checked at Ennur or at Rayapuram whichever may be found convenient (see also clause 27).

26. The arrangements for the shunting of wagons at Ennur to be settled by the respective Traffic Managers of the two railways, the work to be divided, as far as possible, equally between the East Coast and Madras Railway engines.

27. The Madras Railway will provide at the expense of the East Coast Railway, or the East Coast Railway may do so at its own expense, a Carriage Examiner at Rayapuram or Ennur to examine East Coast Railway carriages and wagons.

28. The Madras Railway will arrange for the lighting of carriages between Ennur and Rayapuram and will also arrange for the cleaning, oiling and greasing of East Coast Railway carriages (at Rayapuram) and wagon stock (at Salt Cotaurs). These services to be performed at the expense of the East Coast Railway. Stock sent beyond Salt Cotaurs will be oiled, greased and cleaned under Conference rules by the Madras Railway. Details to be settled by the Locomotive Superintendents of the respective railways.

29. A limited number of East Coast Railway coaching vehicles to stand free of demurrage at Rayapuram.

30. All matters of detail connected with this arrangement affecting the Locomotive, Traffic or Audit Departments to be settled by the Locomotive, Traffic and Audit officers of the two railways.

31. The accommodation required by the East Coast Railway at Ennur to admit of the above arrangements being given effect to, to be settled between the officers of the East Coast Railway and the Engineer-in-Chief of the Bezwada-Madras Railway.

32. *Station to station rates.*—The distance between Ennur and other stations shall be furnished by each railway to the other, but the amounts to be charged upon through traffic shall be furnished by the railway concerned in the form of station to station rates in order to avoid any calculation of charges according to distance.

33. *Division of minimum charges.*—Minimum charges on goods, luggage and parcels shall be divided between the Companies concerned in proportion to mileage, subject to a minimum of 4 annas in the case of luggage.

34. *Responsibility of each railway for collecting charges.*—Each railway shall be responsible for collecting all charges due to the other on all traffic received, with the exceptions noted below, for which the forwarding railway shall be responsible, viz. :—

(*a*) Charges on live-stock of every description.
(*b*) Charges on all perishable articles booked either as goods or parcels.
(*c*) Charges on Commissariat, Ordnance and Government Medical Stores booked on Credit Note or prepaid.
(*d*) Passenger fares, freight on passengers' luggage, carriages, &c., and charges for insurance.
(*e*) Charges on all articles booked and carried with owners.

35. *Errors in calculation.*—All errors of calculation made by forwarding stations in booking luggage, parcels, horses, carriages and dogs, as well as goods when such errors do not exceed one rupee shall not be subject to adjustment. This rule shall also apply to errors made in apportioning the mileage charges due to each railway.



36. *Altering invoices.*—The receiving railway shall not reduce below the charge mentioned on the invoice or through way bill, without consent of the forwarding railway, except in case of over-charges, the evident result of errors in rates classification or calculation.

37. *Under-charges.*—Under-charges on consignments, whether "Paid" or "To Pay," unless booked under Credit Note, shall be debited to the receiving station with the exception of items included in clause 34.

38. *Over-charges.*—All over-charges not claimed shall belong to the Railway Company by which the charges are collected.

39. *Adjustment of claims.*—Goods claims not arising from any act or negligence of the joint station staff shall be borne by the railway in whose custody the loss or damage occurred, and when this cannot be ascertained with certainty, the claim shall be divided in proportion to mileage.

40. *Transhipment.*—The transhipment of all goods interchanged shall be performed by the Madras Railway, either by contract or day labour, and the cost of the same shall be charged to joint station expenses. The usual demurrage penalty shall be payable by either Company failing to supply wagons in time to permit of the release of the other Company's stock within 36 hours.

41. *Fractions of weight.*—In booking luggage, fractions of 5 seers shall be charged as 5 seers, and in booking goods, fractions of 10 seers shall be charged as 10 seers.

42. *Fractions of cash.*—In calculating charges, fractions of an anna shall be treated under Conference rule 44 (*b*) and this rule shall apply not only to the gross charge made to the public, but also to each railway's proportion as well as to Government and private baggage booked on a warrant.

43. *Adjustment of accounts.*—The Audit offices of the two railways shall exchange weekly division sheets, each railway to have in division its own rates and fares as quoted for through traffic in accordance with clause 32, (except in the case of insurance and traffic divisible by mileage between the railways concerned), and shall account for all inward through goods, live-stock, parcels and outward coaching (except parcels) traffic within six weeks from the date the traffic passes Ennur station. A monthly settlement of accounts, based on division sheets, bills and statements as rendered and declared shall be made by transfer adjustment, on the understanding that all errors which may be in them will be adjusted without delay in subsequent accounts by the responsible railway.

44. *Questions of principle.*—Any questions of principle not contained in this agreement or upon which there may be a difference of opinion to be mutually settled by the heads of the two railways and if not agreed to, to come under the operation of clause 45.

45. *Disputes.*—In case of any difference of opinion between the two railways as to the construction of any part of this agreement, or as to its application to any particular case, it shall be open to either Railway to refer the matter to the Southern India Claims Arbitration Committee whose decision shall be final.

46. This agreement is subject to the sanction of the Government of India and the Board of Directors of the Madras Railway Company.

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*Order*—No. 356 Ry., dated 29th March 1899.

Communicated to the Agent and Manager, Madras Railway, for information and submission of the approval of the Board of Directors to the agreement.

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Read also the following paper :—

From—The Agent and Manager, Madras Railway.
To—The Consulting Engineer for Railways.
Dated—Madras, 7th April 1899, No. 9138/361.

Adverting to G.O., No. 356 Ry., dated the 29th ultimo, I have the honour to enclose an extract, paragraph 14, from a letter from the Secretary No. 992, dated the 10th March 1899, in which the approval of the Board is accorded to the agreement concluded between the Government of India and the Madras Railway Company for interchange of traffic at the Ennur station between the East Coast and Madras Railways.

Enclosure.

*Extract from a letter from the Secretary, dated 10th March 1899, No. 992.*

14. *Re-Working of Ennur Section.*—With reference to paragraph 13 of No. 2396, in which you state that the Manager of the East Coast Railway is not at present prepared to take over the working of the Ennur section, I am to inform you that, under the circumstances, it must continue to be worked by this Company. I am also to convey the Board's approval of the agreement between the Government of India and the Madras Railway Company for interchange of traffic at Ennur station, &c., which is based on the arrangement arrived at at the meeting held at your office on the 20th October last, when the Government Consulting Engineer and officers of both Companies were present.

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Order—No. 405 Ry., dated 12th April 1899.

The Government of India will be addressed.

[Here enter No. 406 Ry., dated 12th April 1899.]

(True Extract.)

Francis J. E. Spring,
Joint Secretary.

To the Agent and Manager, Madras Railway.
„ Examiner, Railway Accounts.
„ Consulting Engineer for Railways.

Exd. C. M. Thumbusawmy.



PUBLIC WORKS DEPARTMENT.

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**Railway.**

Letter—from

Francis J. E. Spring, Esq., c.i.e.,
*Joint Secretary to the Government of Madras,*
*Public Works Department,*
*Railway Branch,*

To

The SECRETARY to the GOVERNMENT of INDIA,
Public Works Department.

Sir,

With reference to your memorandum No. 214 R.T., dated the 14th March 1899, I am directed to enclose an extract, paragraph 14, from a letter from the Board of Directors, Madras Railway Company, No. 992, dated 10th March 1899, conveying approval to the agreement concluded between the Government of India and the Madras Railway Company for interchange of traffic at the Ennur station between the East Coast and Madras Railways.

I have the honour to be,
Sir,
Your most obedient servant,

Francis J. E. Spring,
Joint Secretary.

Ootacamund,
12th April 1899.

Exd. A. F. Eccleston.

RAILWAY.

# Government {1899} of Madras.

## PUBLIC WORKS.

Recd. } 1899. Enclosures

Regd. Spare copies

**Letter, No. 406 Ry., 12th April 1899.**

**APRIL.**

**Agreement for interchange of traffic at the Ennur Station between the East Coast and Madras Railways.**

Forwarding an extract from a letter from the Board of Directors, Madras Railway Company, conveying approval to the —.

# Public Works (1899) Department.

Railway

**CURRENT No.** 407.

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Print

**From** The Govt. of India

**Order** — No. 356 Ry dated 29.3.99

No. 214 RT

Communicated to the Agent and Manager Madras Railway for information and submission of the approval of the Board of Directors to the agreement

**Dated** 14th March 1899

**Received** } 22.3.99

**Registered**

**Enclosures** 3.

**Spare copies**

[illegible] 25.3.99.

[illegible] R

[illegible] 25/3

To

The Agent & Manager M. Ry.

" Examiner [illegible]

" Consulting [illegible]

29/3/99

**SUBJECT.**

Working Agreement between East Coast & M. Rys for the interchange of traffic at Ennur.

Forwarding for information copy of letter to the Manager E. C. Ry No 213 RT dd 14.3.99 according sanction to the — as a temporary arrangement and requesting that the approval of the M. Ry Board to the Agreement may be communicated to the Govt of India on receipt.

BACK PAPERS.

| No. | Date. |
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| | |

FURTHER PAPERS.

| No. | Date. |
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6 S.P

Copy of a letter No.561 dated 23rd January 1899, from the Manager, East Coast Railway, to the Director of Railway Traffic.

Print

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With reference to the correspondence ending with telegram No.03 R.T. dated the 8th December 1898, from Works, Calcutta, I have the honour to submit herewith, for favour of approval, 40 printed copies of the Agreement entered into with the Madras Railway Company for interchange of traffic at Ennur Station signed by the Agent and Manager of that Railway and myself together with 40 copies of the Minutes of Meeting held at the Office of the Agent and Manager, Madras Railway, Royapuram, on the 20th October 1898.

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A.R.K.

21
PWR ENO 407/99

7 & S.P

Print

# WORKING AGREEMENT

BETWEEN

## THE GOVERNMENT OF INDIA

AND

## THE MADRAS RAILWAY COMPANY

FOR INTERCHANGE OF TRAFFIC AT ENNUR STATION, ETC.

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**Memorandum of Agreement** MADE ON THE NINETEENTH DAY OF DECEMBER EIGHTEEN HUNDRED AND NINETY-EIGHT between the Government of India and the Madras Railway Company for the interchange of traffic at Ennur and for the use of the Ennur Station in common by the East Coast State Railway and the Madras Railway as a temporary arrangement subsidiary to the agreement between Government and the Madras Railway under which the latter Company are working on behalf of the State the Ennur-Washermanpettah Section of the Bezwada-Madras Railway. Preamble.

1. This Agreement shall be considered as having effect from the date the Gudur-Ennur Section of the Bezwada-Madras Railway is opened for traffic and shall be terminable on six months' notice being given on either side or at any time by mutual agreement between the Secretary of State and the Madras Railway Board. Duration of Agreement.

2. For the purpose of this Agreement the Section of line Ennur-Washermanpettah shall be considered as part of the Madras Railway system.

3. The limits of Ennur Station for the purposes of this Agreement shall be the distant signal on each side of the station, provided that if the north distant signal be worked on the Ennur bridge or beyond, no part of the bridge shall be included. Station limits.

4. All descriptions of traffic are to be booked through between such stations of the two Railways as may from time to time be arranged between the Traffic Managers of the two Railways. Through booking.

5. The interchange of traffic and rolling-stock under this Agreement shall include traffic to or from other Railways, with which either contracting Railway has established, or may hereafter establish, through booking. Interchange of traffic and rolling-stock.

This interchange of traffic shall be carried on in accordance with the Conference Rules in force at the time, except where the Conference Rules are opposed to the clauses of this Agreement.

Appointment of Joint Staff.

6. The Joint Staff for working Ennur Station shall be appointed and controlled by the Madras Railway Company, the cost to be charged to Joint Station Expenses Account.

The Joint Staff shall perform all work connected with the coaching and merchandise traffic at Ennur Station including the signalling and marshalling of trains and all other services necessary for the working of the Joint Station, save and except the working of engines, and cleaning and greasing of rolling stock.

Each Railway working into Ennur Junction shall provide its own telegraph staff who shall be responsible for the correct despatch and acceptance of trains according to the system in force on each Railway respectively.

Duties of Joint Staff.

7. The business of each Railway shall have equal attention at the hands of the Joint Staff who must carry out the instructions of properly authorized Officers of each Railway with reference to traffic for the respective lines.

Returns and Accounts.

8. Each Railway shall be furnished by the Joint Staff with any returns it requires regarding detentions to its own rolling-stock, and regarding all other matters relating to its own working.

Maintenance.

9. Each Railway shall provide and maintain, at its own cost, all accommodation that may be required for its own exclusive use.

Stores.

10. Each Railway shall provide, at its own cost, all stores and stationery required for its own exclusive use.

Division of expenses.

11. No charge will be made for rent, but all other expenses which under this Agreement are chargeable to Joint Station Expenses shall be divided equally between the two Railways, parties to this Agreement.

Credit to Joint Station Expenses Account.

12. All sums realized by the sale of lost property, unclaimed goods, licenses, &c., collected at Ennur Station, are to be credited to Joint Station Expenses Account.

Rules and Regulations.

13. Any breach of Rules and Regulations by servants of the East Coast Railway within Ennur Station limits shall be dealt with by the Traffic Managers of the two Railways, and in case of dispute as to the interpretation of the Rules and



Regulations, the matter shall be referred to the Agent and Manager of the Madras Railway, whose decision shall be final.

Damages or Accidents.

14. All damages or accidents which may be caused by Joint Station Staff to the public, to the stock of either Railway or to trains and traffic within the limits of the Station, and all damages or losses which either Railway may sustain or be put to in consequence of the acts of the Joint Station Staff, however arising, within the limits of the Station, shall be charged to Joint Station Expenses.

Each Railway shall be responsible for damages or accidents caused by its own Running Staff within Station limits.

Notice of all accidents, damages and losses which occur within Station limits shall be sent to the Officers of both Railways immediately.

Letters and Telegrams.

15. Letters and telegrams relating to joint business and through traffic shall be interchanged free of charge between the two Railways.

Local Traffic.

16. Traffic booked to, or invoiced from, Ennur Station by either Railway shall be considered local traffic.

Station Books

17. The Station Books shall be kept by the Joint Staff, but they shall at all times be open to inspection by any authorized Officer of either Railway.

Instructions.

18. The instructions of each Railway as to charges on traffic for their respective lines shall be furnished by the Traffic Managers of the respective Railways to the Joint Station Staff, and must be acted upon.

Terminals Rate List.

19. No terminal on account of Ennur Junction shall be charged on through traffic by either Company. Each Company shall furnish the other from time to time with lists of the rates and fares between Ennur Junction and its respective stations.

20. The passenger fares between Ennur and Rayapuram and the fares for reserved compartments will be those at present charged by the Madras Railway.

21. East Coast Railway coaching and mixed trains shall be worked through between Ennur and Rayapuram by engines of the Madras Railway Company who will accept the traffic as

interchanged between the two Railways at Ennur, the earnings between Ennur and Washermanpettah on such traffic to be accounted for by the Madras Railway under its agreement for working that line.

22. Goods wagons which cannot be brought into Rayapuram on the through trains to remain at Ennur in charge of Joint Station Staff and to be sent forward by local trains. Conference Rules to apply. No mileage to be paid on wagons containing less than 81 maunds or 3 tons of goods hauled between Ennur and Salt Cotaurs.

23. For the haulage of East Coast Railway goods wagons proper between Rayapuram and Salt Cotaurs 12 hours to be allowed in addition to the time allowance under Conference Rules. This is necessary in consequence of the difficulty of working in the absence of through lines to Central Station and Salt Cotaurs. This clause to be subject to revision if found to be not workable. For carrying goods from Rayapuram to Salt Cotaurs a charge of Rs. 1-8-0 per wagon to be levied. This sum will be included in the invoice and recovered from the public.

24. East Coast Railway through Up trains to have precedence of Madras Railway local Down trains.

25. Vehicle and wagon stock and seals of wagons to be checked at Ennur or at Rayapuram whichever may be found convenient, (see also clause 27).

26. The arrangements for the shunting of wagons at Ennur to be settled by the respective Traffic Managers of the two Railways, the work to be divided, as far as possible, equally between the East Coast and Madras Railway engines.

27. The Madras Railway will provide at the expense of the East Coast Railway or the East Coast Railway may do so at its own expense a Carriage Examiner at Rayapuram or Ennur to examine East Coast Railway carriages and wagons.

28. The Madras Railway will arrange for the lighting of carriages between Ennur and Rayapuram and will also arrange for the cleaning, oiling and greasing of East Coast Railway carriages (at Rayapuram) and wagon stock (at Salt Cotaurs). These services to be performed at the expense of the East Coast Railway. Stock sent beyond Salt Cotaurs will be oiled, greased and cleaned under Conference Rules by the Madras Railway. Details to be settled by



9 10 S.P

the Locomotive Superintendents of the respective Railways.

29. A limited number of East Coast Railway coaching vehicles to stand free of demurrage at Rayapuram.

30. All matters of detail connected with this arrangement affecting the Locomotive, Traffic or Audit Departments to be settled by the Locomotive, Traffic and Audit Officers of the two Railways.

31. The accommodation required by the East Coast Railway at Ennur to admit of the above arrangements being given effect to, to be settled between the Officers of the East Coast Railway and the Engineer-in-Chief of the Bezwada-Madras Railway.

Station to Station Rates.

32. The distance between Ennur and other stations shall be furnished by each Railway to the other, but the amounts to be charged upon through traffic shall be furnished by the Railway concerned in the form of Station to Station Rates in order to avoid any calculation of charges according to distance.

Division of minimum charges.

33. Minimum charges on goods, luggage and parcels shall be divided between the Companies concerned in proportion to mileage, subject to a minimum of 4 annas in the case of luggage.

Responsibility of each Railway for collecting charges.

34. Each Railway shall be responsible for collecting all charges due to the other on all traffic received, with the exceptions noted below, for which the forwarding Railway shall be responsible, viz. :—

(*a.*) Charges on live-stock of every description.

(*b.*) Charges on all perishable articles booked either as goods or parcels.

(*c.*) Charges on Commissariat, Ordnance and Government Medical Stores booked on Credit Note or prepaid.

(*d.*) Passenger fares, freight on passengers' luggage, carriages, &c., and charges for insurance.

(*e.*) Charges on all articles booked and carried with owners.

Errors in calculation.

35. All errors of calculation made by forwarding stations in booking luggage, parcels, horses, carriages and dogs, as well as goods when such errors do not exceed one rupee shall not be subject to adjustment. This rule shall also apply to errors made in apportioning the mileage charges due to each Railway.

Altering Invoices.

36. The receiving Railway shall not reduce below the charge mentioned on the invoice or through way bill, without consent of the forwarding Railway, except in case of over-charges, the evident result of errors in rates classification or calculation.

Under-charges.

37. Under-charges on consignments, whether "Paid" or "To Pay," unless booked under Credit Note, shall be debited to the receiving station with the exception of items included in Clause 34.

Over-charges.

38. All over-charges not claimed shall belong to the Railway Company by which the charges are collected.

Adjustment of claims.

39. Goods claims not arising from any act or negligence of the Joint Station Staff shall be borne by the Railway in whose custody the loss or damage occurred, and when this cannot be ascertained with certainty, the claim shall be divided in proportion to mileage.

Transhipment.

40. The transhipment of all goods interchanged shall be performed by the Madras Railway, either by contract or day labour, and the cost of the same shall be charged to Joint Station Expenses. The usual demurrage penalty shall be payable by either Company failing to supply wagons in time to permit of the release of the other Company's stock within 36 hours.

Fractions of weight.

41. In booking luggage, fractions of 5 seers shall be charged as 5 seers, and in booking goods, fractions of 10 seers shall be charged as 10 seers.

Fractions of cash.

42. In calculating charges, fractions of an anna shall be treated under Conference Rule 44 (*b*) and this rule shall apply not only to the gross charge made to the public, but also to each Railway's proportion as well as to Government and private baggage booked on a warrant.

Adjustment of accounts.

43. The Audit Offices of the two Railways shall exchange weekly Division Sheets, each Railway to have in division its own rates and fares as quoted for through traffic in accordance with Clause 32, (except in the case of insurance and traffic divisible by mileage between the Railways concerned,) and shall account for all inward through goods, live-stock, parcels and outward coaching (except parcels) traffic within six weeks from the date the traffic passes Ennur Station. A monthly settlement of accounts, based on division sheets, bills and statements as rendered



and declared, shall be made by transfer adjustment, on the understanding that all errors which may be in them will be adjusted without delay in subsequent accounts by the responsible Railway.

Questions of principle.

44. Any questions of principle not contained in this Agreement or upon which there may be a difference of opinion to be mutually settled by the Heads of the two Railways and if not agreed to, to come under the operation of Clause 45.

Disputes.

45. In case of any difference of opinion between the two Railways as to the construction of any part of this Agreement, or as to its application to any particular case, it shall be open to either Railway to refer the matter to the Southern India Claims Arbitration Committee whose decision shall be final.

46. This Agreement is subject to the sanction of the Government of India and the Board of Directors of the Madras Railway Company.

W. V. CONSTABLE, MAJOR, R.E.,
*Manager, East Coast Railway.*

LOUIS S. MOSS,
*Agent and Manager,*
*Madras Railway.*

Minutes of Meeting held at the Office of the Agent and Manager, Madras Railway, Rayapuram, on 20th October 1898.

PRESENT.

MR. F. J. E. SPRING, C.I.E., *Consulting Engineer for Railways.*

MAJOR W. V. CONSTABLE, *Manager, E. C. Ry.*
MR. BOYCE, *Traffic Supt., E. C. Ry.*
„ MORTON, *Loco. Supt., E. C. Ry.*
„ F. W. BARTLETT, *Offg. Engineer-in-Chief, B. M. Ry.*
MR. L. S. MOSS, *Agent and Manager, M. Ry.*
„ E. W. STONEY, *Chief Engr., M. Ry.*
„ C. E. PHIPPS, *Loco. Supt., M. Ry.*
„ F. W. READ, *Traffic Mangr., M. Ry.*
„ T. WAKE, *Officiating Chief Auditor, M. Ry.*
„ A. EDWARDS, *Assistant to A. & M., M. Ry.*

READ—The note written by Major Constable and received with his letter, dated 12th September 1898, stating the terms under which he considered the East Coast Railway trains should be allowed to run into Rayapuram. These terms were briefly as follows:—

1. That the Madras Railway continue to work the State Railway between Ennur and Washermenpettah.
2. That the East Coast Railway shall have running powers over the State Railway between Ennur and Washermenpettah and over the Madras Railway between Washermenpettah and Rayapuram, and that its trains and engines be allowed to run direct from Ennur to Rayapuram and *vice versâ*.
3. That the Madras Railway shall claim and keep the earnings of the East Coast trains working south of Ennur as well as the earnings of its own local service of trains.
4. That the Madras Railway shall allow the East Coast Railway trains to run from Ennur to Rayapuram and *vice versâ*.
5. That the Madras Railway perform for the East Coast Railway the following services either free or in part payment, *viz.*:—

   (*a.*) The East Coast coaching stock to be cleaned and lighted and carriages examined and greased and the trains received at, and despatched from, Rayapuram Station by the Madras Railway.

   NOTE.—*The East Coast Railway will supply its own lamps, tickets and running (train) staff, and will pay for repairs to their coaching stock when required to do so under Conference Rules.*

   (*b.*) If quarters are available for the Drivers and Guards, the East Coast Railway will pay rent for any quarters provided, but the East Coast Railway claims running room accommodation for its Guards and Firemen free.

   (*c.*) The East Coast Railway goods stock to be examined, greased and kept in order, received and despatched and the goods finally dealt with free of cost by the Madras Railway.

   (*d.*) The Madras Railway to house and look after the engines of the East Coast Railway which run into Rayapuram. The Madras Railway to charge only for stores and coal for the engines and rent for the quarters occupied by the Drivers and Firemen of the East Coast Railway.

   (*e.*) The engines of the East Coast Railway to be supplied free with water by the Madras Railway, and the latter Railway to find free accommodation for stores and coal required by East Coast Railway engines, and other than ordinary running repairs to engines to be paid for by the East Coast Railway.

2. The Agent and Manager of the Madras Railway said that he had referred Major Constable's memorandum to his Board with a request that instructions should be given to him by telegraph; but, as he had not received instructions from his Board, he could only assume that the Government of India had rejected the proposals made by his Board for working the East Coast Railway as far north as Vizianagaram. He then reminded the State Officers present at the Meeting that working the Ennur-Washermenpettah Railway for the convenience of the State had resulted in a heavy and continuous loss to the Madras Railway; for that reason he was not prepared to consider any proposals dealing with the receipts of the Ennur-Washermenpettah line in connection with services altogether outside the agreement for working that line, and that under the circumstances he could not accept for his Company the terms proposed by Major Constable. Mr. Moss stated, however, that the Madras Railway was prepared, as a temporary arrangement, to take the East Coast trains from Ennur to Rayapuram and *vice versâ* by Madras Railway engines, accepting the traffic as interchanged at Ennur.

3. He further stated if these terms were not accepted, he was prepared to allow East Coast trains and engines to run direct to Rayapuram on the terms accepted by the Oudh and Rohilkhand State Railway for Indian Midland Railway trains and engines entering the Cawnpore Station.

4. He contended the terms he had Proposed to the East Coast Railway for exchanging traffic at Ennur were simple and inexpensive and they had the merit of leaving the Madras Railway Board a free hand in its communications with the Secretary of State in the event of those communications being prolonged.

5. After considerable discussion Major Constable said that he would agree, subject to the approval of the Government of India, to the terms proposed by the Madras Railway for the interchange of traffic at Ennur.

The following general principles for giving effect to the arrangement were then agreed to :—

1. The working cost of Ennur Station to be divided between the two Railways equally, no charge for rent of Station being made. Expenditure incurred owing to damages or accidents which may be caused by Joint Station Staff to the Public, to the stock of either Railway or to trains and traffic within the limits of the Station, and all damages or losses which either Railway may sustain or be put to in consequence of the acts of the Joint Station Staff, however arising, within the limits of the Station, shall be charged to Joint Station Expenses.
2. The Madras Railway to work the East Coast Railway trains between Ennur and Rayapuram, accepting the traffic as interchanged between the two Railways at Ennur, the earnings between Ennur and Washermenpettah on such traffic to be accounted for by the Madras Railway under its agreement for working that line.
3. The Madras Railway will provide the Guards for the East Coast Railway trains to and from Ennur, but the Guard of the East Coast Railway may travel in the train in charge of parcels, to avoid delay to trains at Ennur by the transfer of parcels.
4. East Coast Railway through Up trains to have precedence of Madras Railway local Down trains.
5. The Madras Railway will provide at the expense of the East Coast Railway, or the East Coast Railway may do so at its own expense, a Carriage Examiner at Rayapuram, or Ennur, to examine East Coast Railway carriages and wagons.
6. The Madras Railway will arrange for the lighting of carriages between Ennur and Rayapuram, and will also arrange for the cleaning, oiling and greasing of East Coast Railway carriages (at Rayapuram) and wagon stock (at Salt Cotaurs). These services to be performed at the expense of the East Coast Railway. Details to be settled by the Locomotive Superintendents of the respective Railways.



7. A limited number of East Coast Railway coaching vehicles to stand free of demurrage at Rayapuram.
8. For the haulage of East Coast Railway goods wagons proper between Rayapuram and Salt Cotaurs 12 hours to be allowed in addition to the time allowance under Conference Rules. This is necessary in consequence of the difficulty of working in the absence of through lines to Central Station and Salt Cotaurs. This clause to be subject to revision if found to be not workable. For carrying goods from Rayapuram to Salt Cotaurs a charge of Rs. 1-8-0 per wagon to be levied. This sum will be included in the invoice and recovered from the public.
9. The passenger fares between Ennur and Rayapuram and the fares for reserved compartments will be those at present charged by the Madras Railway.
10. Goods wagons which cannot be brought into Rayapuram on the through trains to remain at Ennur in charge of Joint Station Staff and to be sent forward by local trains. Conference Rules to apply. No mileage to be paid on wagons containing less than 81 maunds or 3 tons of goods.
11. Vehicle and wagon stock to be checked at Ennur.
12. The arrangements for the shunting of wagons at Ennur to be settled by the respective Traffic Managers of the two Railways, the work to be divided as far as possible equally between the East Coast and Madras Railway engines.
13. All matters of detail connected with the arrangements now agreed to, affecting either the Locomotive, Traffic, or Audit Departments, to be settled by the Locomotive, Traffic and Audit Officers of the two Railways.
14. Any questions of principle not considered at this Meeting to be settled mutually by the respective Managers of the two Railways.
15. The accommodation required by the East Coast Railway at Ennur to admit of the above arrangements being given effect to, to be settled between the Officers of the East Coast Railway and the Engineer-in-Chief of the Bezwada-Madras Railway.

6. The arrangement agreed to may be terminated on six months' notice being given by either Railway or at any time by mutual agreement between the Secretary of State and the Madras Railway Board.

W. V. CONSTABLE, MAJOR, R.E.,
*Manager, East Coast Railway.*

LOUIS S. MOSS,
*Agent and Manager,*
*Madras Railway.*

L. A. PRESS.—1899.

All communications should be addressed to the Secretary.

JOINT SECRETARY TO GOVT. OF MADRAS
RECEIVED
22 MAR 1899
GOVT. OF MADRAS RYS.

No.214 R.T.

GOVERNMENT OF INDIA.

PUBLIC WORKS DEPARTMENT.

RAILWAY TRAFFIC

4 P Print

Simla, the 14th March 1899.

The following, with copy of letter replied to and of its enclosures, is forwarded to the Joint Secretary to the Government of Madras, Public Works Department, Railway Branch, for information with the request that the approval of the Board of Directors of the Madras Railway Company to the agreement may be communicated to the Government of India on receipt.

By Order,

5-5-P

W. McCleverty Captain, R.E.,

Offg. Under Secretary

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Copy

Copy of a letter No.213 R.T. dated 14th March 1899, from the Secretary to the Government of India, Public Works Department, to the Manager, East Coast Railway.

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I am directed to communicate the sanction of the Government of India to the agreement entered into between the East Coast and Madras railways as a temporary arrangement, for the interchange of traffic between the two railways at Ennur, received with your letter No.561 dated the 23rd January 1899 to the address of the Director of Railway Traffic, subject to approval by the Board of Directors of the Madras Railway Company.

---

A.R.K.

23
Public enc 407/99

Extract from a letter from the Secretary No. 992
dated 10th March 1899.

2 S. Print

Re-working of Ennur section.

14. With reference to para. 13 of No. 2,396, in which you state that the Manager of the East Coast Railway is not at present prepared to take over the working of the Ennur section, I am to inform you that, under the circumstances, it must continue to be worked by this Company. I am also to convey the Board's approval of the Agreement between the Government of India and the Madras Railway Company for interchange of traffic at Ennur Station, &c., which is based on the arrangement arrived at at the meeting held at your office on the 20th October last, when the Government Consulting Engineer and officers of both Companies were present.

2 Rlo enc. 1873/99
361 7-4-99
Am

(No. I.)

No. 9138
361

**MADRAS RAILWAY.**

AGENT AND MANAGER'S OFFICE,

Madras, 7th April 1899.

Print 1873
8.4.99

CONSULTING ENGINEER FOR RAILWAYS
RECEIVED
8 APR. 1899
MADRAS

From

The *Agent and Manager.*
M. R. Co.,

To

The *Consulting Engineer for Railways.*
Madras.

SIR,

Flag G

Adverting to G. O. No. 356 Ry dated the 29th ultimo, I have the honor to enclose an extract, para 14. from a letter from the Secretary No. 992 dated the 10th March 1899, in which the approval of the Board is accorded to the agreement concluded between the Government of India and the Madras Railway Company for interchange of traffic at the Ennur Station between the East Coast and Madras Railways.

I have the honor to be
Sir,
Your most obedient Servant

Encls: 1

Agent & Manager.

Form No. 1.

PUBLIC WORKS DEPARTMENT,

RAILWAY BRANCH.

Papers to be read in Proceedings :—

Again G.O., dated 29th March 1899, No. 356 Ry — Print

Again G.O., dated 189 , No

ER Current No. ~~1771~~ 1813 of 1899, dated 8th April , from A. M. Print

" " " 189 , " , "

" " " 189 , " , "

3 P.

ORDER. No 405 Ry of 12/4/99.

To A. M. (The Agent Madras Rly ✓ | The Government of India will be addressed.
CR The Secy. Ry Acct. ✓
ER The Consg. Engr. for Rys. ✓

Print

To No 406 Ry of 12/4/99.

The Secretary to the Govt of India PWD

Sir

With reference to your memorandum No. 214.R.T. dated the 14th March 1899, I am directed to enclose an extract, para 14, from a letter from the Board of Directors Madras Railway Company No. 992 of 10th March 1899, conveying approval to the agreement concluded between the Government of India and the Madras

sent to O.S. for despatch 17/5

Despatched on 17/5/99.

Railway Company for inter-
change of traffic at the
Enaur station between the
East Coast ~~Railway~~ and
Madras Railways.

JLL
10/4

JLL
10.4.99.

Tu.
11/4/99. oc. dep 20/5/99

Despatched on 12/4/99

Documents acc
Extract referred to.

14