

Public Works (1899) Department.

CONCERNS BOTH BRITISH INDIA
AND INDIAN STATES.

RAILWAY BRANCH.

G.O., No.

765-66.Ry

DATED

12th July 1899.

[Despatch Abstract.]

Mysore - Nanjangud Railway.

Directing that the views of the Govt. of Madras as regards the period for which the agreement with the S. M. Ry. Co. for the working of the — is to run, be communicated to the Resident in Mysore.

Letter to the Resident in Mysore

Ulysse - Wainganguel
Railway - Requesting
to be favoured with the
views of the Govt. of Madras
as regards the period
for which the agreement
for working the _____
is to run.

(r) The "State Engineer" means the Head of the State Public Works Department of the Government in the Railway Branch, and his successors in office.

Definitions.

(g) "Original Contract" means the contract dated the 31st day of August 1887, and made between the Secretary of State for India in Council and the Southern Mahratta Railway Company, Limited, and relating to the Mysore State Railway.

(h) "New Minor Works" means new minor works the expenditure on which is chargeable to Revenue, as defined in clause 48 (1) of the original contract.

(i) "The Company's Railway system" shall mean and include the entire system of Railways worked by the Company, including the Hindupur Railway.

2. This Agreement shall be taken to have commenced and come into force as from the 17th day of September 1893 and shall be and remain in force until the 31st day of December 1904 and shall be terminable then or on the 1st day of January or the 1st day of July in any year thereafter on 12 months' notice in writing being given by either party to this Agreement to the other, but without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken. If not terminated sooner, this Agreement will terminate, without prior notice, on the date on which the original contract may terminate.

3. The Hindupur Railway (including the Stations, Station-buildings, Sidings, Furniture, Weighing-machines, Dwellings for the staff, Level-crossings, Signals, Signal lamps, Watering arrangements and all other necessary Station machinery and appliances for working the Railway, together with any additions thereto, which may from time to time be found necessary) shall be thoroughly made, finished and equipped by the Government at its own cost.

4. An inventory of the Hindupur Railway and of the works, plant and machinery connected therewith as well as any supplements to such inventory as may from time to time be necessary shall be made, signed and delivered by the Company to the Government.

5. The Company shall make up and deliver to the Government an account of all such stores delivered to the Company on the 17th day of September 1893 and of the value of such stores, the value thereof (except in those cases if any in which a different value is agreed upon by the Government and the Company) shall be taken as entered in the accounts of the Hindupur Railway.

6. During the continuance of this contract, the Company shall maintain the Hindupur Railway together with the plant and machinery and keep the same in good repair and good working condition and supplied with sufficient

Duration of Agreement.

Completion of Works

Inventory

Stores account.

Responsibility of Company.

rolling stock, plant and machinery as if it were part of the Company's Railway system and shall do all in their power to develop the traffic on the Hindupur Railway and shall manage, use and work the Hindupur Railway and shall convey traffic thereon.

7. No new works chargeable to capital shall be commenced until the approval of the Government has been first had and obtained in writing, and the necessary funds have been supplied to the Company for their construction.

8. The Government will provide for the Company any land that may at any time be required for the Hindupur Railway.

9. All correspondence connected with the working of the Hindupur Railway under any of the clauses of this Agreement shall, so far as questions affecting principles and important matters are concerned, be conducted between the Government and the Company's Agent for the time being through the medium of the Resident in Mysore and the Consulting Engineer, but in ordinary matters the Government shall, if it desires to do so, correspond with the Company's Agent through their own officials.

10. The Company shall execute such new minor works as may from time to time be necessary, after having first obtained the sanction of the Government for so doing.

11. During the continuance of this Agreement, the whole of the Rolling Stock, including Locomotives, Carriages, Wagons, Sheets and all other appliances for the proper equipment and efficient working of the Hindupur Railway, shall be provided by the Company free of charge to the Government.

12. The Company shall have the entire control of the Train and Traffic arrangements of the Hindupur Railway, and shall, during the continuance of this Agreement, cause to be run upon the Hindupur Railway, or such portion thereof as for the time being shall have been opened for public traffic, so many trains, at such times, at such rates of speed, between such places, and with such conveniences and accommodation, as the traffic shall from time to time require after duly considering any recommendations or suggestions from the Government, and provided that at least one train shall be run daily throughout the entire length in each direction.

13. The Company shall provide the whole of the staff required for the efficient working and maintenance of the Hindupur Railway, together with all materials, stores, &c., required for such purpose.

14. The Company shall arrange with the Government of India, or otherwise, for the supply and maintenance of

Construction of New Works.

Land.

Mode of communications between parties.

Construction of New Minor Works.

Rolling Stock.

Control of Traffic.

Staff.

Telegraphs

the requisite Telegraphs and Telegraph appliances, and payments on account of rental and maintenance shall form part of the working expenses of the Company's Railway system and the Hindupur Railway as defined in clause 1 herein; and the necessary equipment of the Telegraph Offices at Stations, together with any additions thereto, which may from time to time be found necessary, shall be provided, finished and equipped at the cost of the Government.

Accounts.

15. The Company shall record and keep in proper books full and particular accounts of all its transactions and correspondence in any way relating to or affecting the Hindupur Railway or the business thereof or any of the matters or things included or referred to in this contract so as at all times to exhibit fully and truly the state of its affairs in relation thereto, and the Government or any person or persons appointed by them in their behalf shall at all reasonable times have free access to all the books, accounts, papers and documents of the Company relating to the Hindupur Railway with power to call for or make copies of or extracts from the same. And the Government shall always have power to inspect any new works under construction through the State Engineer or other officer.

Capital Account.

16. The Company shall keep a separate Capital Account of the Hindupur Railway in accordance with the provisions relating to the Capital Account in the original contract.

Revenue Account.

17. The Company shall also keep a separate Revenue Account in like manner of the Hindupur Railway containing an account of the gross receipts of the said section and an account of the working expenses thereof, calculated in manner hereinafter provided.

Working Expenses.

18. The working expenses of the Hindupur Railway shall be arrived at in the following manner:—At the end of each half year the total expenses of working and maintaining the whole of the Company's Railway system shall be ascertained, and shall be divided between the Hindupur Railway and the other railways comprised in the Company's Railway system in the proportion which the gross receipts of the Hindupur Railway bear to the gross receipts of such other railways; and the sum so ascertained shall be deemed to be the working expenses of the Hindupur Railway for such half year.

19. For the purposes of the two preceding clauses the Company shall be deemed to have worked the various portions of the Hindupur Railway from the respective dates following; that is to say:—

The portion from Yesvantpur to Dodballapur from the 15th day of December 1892.

The portion from Dodballapur to the Mysore Frontier from the 17th day of September 1893.

20. From the gross receipts of the Hindupur Railway for each half year the working expenses (ascertained as provided by clause 18) shall be deducted; and from the balance or net earnings a sum equivalent to 1 per cent of such net earnings shall also be deducted as a contribution to the "Southern Mahratta Railway Provident Fund," and the residue shall be paid by the Company to the Government.

Provident Fund and
Profits to Govern-
ment.

21. (a) The rates and fares charged for the conveyance of goods, coaching and passenger traffic on and over the Hindupur Railway shall be subject to the general provisions of the original contract in this behalf. The ordinary rates and fares charged shall be on the same mileage scale as is charged on the other lines either worked or owned by the Company. Special rates and fares shall not exceed the maximum nor be less than the minimum prescribed for the Railways of the British Government worked by the Company.

Rates and Fares.

(b) The Company may book and carry all traffic by any route at its discretion; provided that when the Hindupur Railway forms part of the shortest route, it shall be credited with the earnings as if the traffic had been carried by the shortest route of which it formed a part, at the rates and fares prescribed in sub-clause 21 (a).

(c) Subject to the provisions of sub-clauses (a) and (b), all through rates and fares shall be divided between the Hindupur Railway and the other railways comprised in the Company's Railway system in mileage proportion, after deducting terminals, if any.

(d) The same terminals shall be charged on the Hindupur Railway as shall for the time being be in force on other railways worked by the Company; but, except when specially sanctioned by the Government of India, no terminal charge shall exceed 3 pies per maund, nor shall be levied elsewhere than at the station of origin or the station of destination.

22. The Company shall not, as between members of the public or railway administrations, make or give any undue or unreasonable preference or advantage to or in favour of any particular person or railway administration, or any particular description of traffic, or subject any particular person or railway administration to any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

Special service.

23. All services which on the Hindupur Railway the Government of India or the Government shall require the Company to perform for the Post Office, the Military Department, the Police Department or any other Department of the State or for high Government officials (including in such services the conveyance of mails as defined by the Post Office Act or Acts for the time being in force in India), the conveyance of Post Office servants when on duty, the conveyance of troops and sailors, Military and Naval establishments, horses and other animals used for Military purposes, guns, Military stores and equipments, the conveyance of Police prisoners and paupers, the conveyance of Telegraph stores, instruments, officers and workmen, and of any public stores whatever, inclusive of stores for any other State Railway, shall be performed by the Company on the same general conditions and at the same rates and under the same conditions as may for the time being be in force under the original contract.

Transfer of possession.

24. Upon the determination of this contract under clause 2 herein, the Company shall give to the Government possession of the Hindupur Railway together with the plant and machinery belonging thereto and all stores in hand or in course of delivery on the day of the determination of the contract, and all plants, books, surveys, sections, printings, writings, and documents whatsoever in anywise connected with the Hindupur Railway and all other property (if any) belonging or appertaining thereto, and shall pay to the Government all moneys in the possession of the Company on account of the Hindupur Railway. And after such possession shall have been given and after all moneys which under this contract shall have become payable to the Government shall have been duly paid, the Government shall be bound to indemnify the Company its property and effects against all such debts and liabilities (if any) as it may have incurred on behalf of the Hindupur Railway and which shall be then subsisting.

Transfer of Stores.

25. Upon the termination of this contract, the working stores appertaining to the Hindupur Railway which may have been provided by the Company shall, if mutually agreed, be taken over by the Government at a valuation to be determined by mutual agreement, or, if necessary, by arbitration.

Arbitration.

26. In the event of any difference of opinion arising upon any of the terms of this Agreement between the Government and the Company, the matter shall be either decided by arbitration under the terms of the original contract, or referred through the Bombay Government to the Government of India whose decision shall be final and binding on both parties.

Supplementary to original contract.

27. This Agreement shall be understood as far as may be as supplementary to the provisions contained in the original contract and the said provisions shall apply as far as may be to all matters not expressly provided for herein.

In witness whereof the Dewan of Mysore, acting for and on behalf of the Government of His Highness the Maharaja of Mysore, has hereunto set his hand, and the Agent of the Southern Mahratta Railway Company, Limited, acting for and on behalf of the said Company, has hereunto set his hand the day and year first above written.

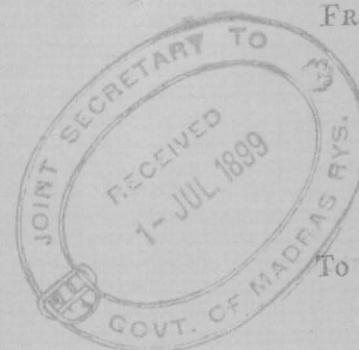
Signed and sealed and delivered by

Dewan of Mysore.

Agent,
Southern Mahratta Railway
Company.

[11th June 1899]

No. 2870/23799



FROM

LIEUT.-COLONEL DONALD ROBERTSON, c. s. l.,
RESIDENT IN MYSORE.

TO

The JOINT SECRETARY to the GOVERNMENT of MADRAS,
Public Works Department, (Railway Branch).

Dated Bangalore, 28th June 1899.

SIR,

S.32 With reference to paragraph 3 of your letter No. 836 Ry. dated the 30th June 1898, I have the honour, at the instance of the Government of India, to ask for the views of the Government of Madras as regards the period for which the agreement for working the Mysore-Nanjangud Railway is to run.

2. The agreement has not yet been finally accepted, and the Darbar have stated that it may be in the same terms as the revised draft agreement for the Yesvantapur-Mysore frontier section, a copy of which is herewith sent. This question has been referred to the Consulting Engineer for Railways at Bombay.

3. The Darbar have expressed a desire that the agreement for the Mysore-Nanjangud Line may be made to terminate in the first instance on the 30th June 1900, pending the settlement of the questions connected with the extension of the State Railway from Nanjangud to Erode. I shall be obliged if the views of the Madras Government on this point can be communicated to me as early as

convenient

convenient.

I have the honour to be,

Sir,

Your most obedient servant,

John T. Robinson

RESIDENT.

W.L.

No. 766. Dy

Government of Madras,

PUBLIC WORKS DEPARTMENT,
RAILWAY BRANCH.To Resident in Mysore
THE SECRETARY TO THE GOVT. OF INDIA,
Bangalore. R. W. DEPARTMENT,Dated, the 12th July 1899.

SIR,

I am directed to acknowledge the receipt of your letter No. 2810/237. 99. dated the 28th June 99. and to inform you in reply that the Government is distinctly of the opinion that it would be unwise to contract definitely with the S.M.R.L. for the working of the Mysore Nangijangad section of the Mysore State Railway beyond the 30th June 1900. For by which we are agreeing the road section through Sathyanagallu to the Mysore plateau will be worked, it is stated in the opinion of H.E. the Governor in Council that it should have been agreed to the city of Mysore instead of being cut off therefrom for a few miles, of a railway line, whose interest it will be to encourage the flow of trade northwards and to develop its flow southwards. Hence the northwards is already sufficiently long in the hands of the S.M.R.L. and what is now wanted in the interest of trade is that the flow to the southwards, whether in trade with Madras or in trade with Kichinagudi, should be encouraged.

J.E.H.
8.7.99JW
10/7

I am to add that ^{although} ~~it would be desirable to have the~~
~~agreement should be terminated on the 30th June 1900~~
 because of the ~~perhaps remote possibility~~ ^{that} the
 Congress ~~will~~ to when the construction of the ~~road~~
 Navigable line will be ^{having} ~~terminated~~ ^{revised}
 capital of that time ^{during the winter} ~~the~~ ^{Program} ~~in~~ ^{this} it seems ~~advisable~~ ^{advisable} that the agreement should be
~~terminated on the 30th June 1900,~~
 center of question ^{to the northward} ~~get it~~ ^{would be} ~~in~~
 well that, in the Government's ~~particular~~ ^{particular} agreement,
 Subsequent six monthly dates should be fixed for the
 termination of the Program Navigable agreement, ~~subject having~~
^{6, not to}
 to 12 months notice on either side.

I have &
 F.H.S.
 3/4/44

Despatched on 12/7/88