

Public Works (1896) Department.

SERIAL

No. 9

G.O., No. 920 R

DATED 27. Oct. 1896

[Despatch Abstract.]

Passenger Data. Letter to the Govt. of India
referring for orders ^{in reply} Correspondence on the subject
of through — on the Enamur section of the
Bengal and Assam Railway.

J. M.
[21-10-96]

5/11

SERIAL
No. 1

[illegible]

G.O.	No.	Department	Date.	G.O.	No.	Department.	Date.

MADRAS RAILWAY,
AGENT AND MANAGER'S OFFICE,
MADRAS, 28th February 1896.

The Agent and Manager,
MADRAS RAILWAY.

The Consulting Engineer for Railways,
MADRAS.

With reference to your endorsement, No. 129 O. of the 9th September last, a copy of letter from the Government of India, No. 477 R. T., dated the 26th August 1895, I have the honor to inform you that I am instructed by my Board of Directors to accept the terms and conditions upon which the Madras Railway shall work the Madras-Ennur Section of the Bezwada-Madras Railway and to agree that these terms and conditions shall be embodied in a letter instead of in a lengthy and complicated agreement. With this object in view, I am desirous to submit the following, which appears to me to include all that is necessary, to show the mutual obligations of the Government of India and the Madras Railway Company.

1. The Company will work the Madras-Ennur Section as a portion of its own line, and will run such trains over the Section as the traffic may require, but not less than one train each way each day. The number of trains to be run, and the time tables, shall from time to time be fixed by the Company and submitted to the Government for approval.

2. The fares charged on the Madras-Ennur Section shall be the same as those from time to time in force on the Madras Railway, and the rates for goods of all classes and descriptions, for the public, for the Government, and for Revenue and Capital purposes, or for other Railways shall, during the continuance of this agreement, be the same as those in force on the Company's lines.

3. All services for the Military Department, the Police Department, or any other Department of the State, except the Post Office, or for high officials, including in such service the conveyance of troops, and sailors, Military and Naval establishments, horses and other animals used for Military purposes, guns, Military Stores and equipments, conveyance of Police, or persons employed in the telegraph service, prisoners and paupers,—shall be performed by the Company on the same terms as those in force on the Madras Railway. In the event of war, or other national emergency, the Company will give precedence over the amalgamated undertaking to all traffic of the Government of India.

4. The charges for the carriage of Mails and Bhangi parcels for the Postal Department shall be regulated in accordance with the rules in force on other State Railways in India, it being understood that Post Office Servants, when on duty, shall be carried free.

5. The Company will agree to work the Madras-Ennur Section (maintenance and renewals of way, works and stations excepted), for the same percentage of the gross earnings of the State Railway as shall in each half-year, be found to represent the percentage of working expenses (exclusive of maintenance and renewal of way, works and stations) on gross earnings of the amalgamated undertaking, and will further make no special charge for the supervision required from the Engineering establishment of the Madras Railway.

6. The Company will, if desired by Government, furnish the Government at the beginning of each half-year, or as soon thereafter as may be possible, with an estimate of the probable gross earnings of the amalgamated undertaking and of the working expenses. But the Government is to accept the figures of the Company's working expenses as set forth in the Company's half-yearly audited and published accounts.

7. The Company will, at the beginning of each half-year, furnish to the Government an estimate of the probable costs of maintenance and renewals of way, works and stations on the Madras-Ennur Section, and the Government shall sanction that estimate, if it be approved, and provide the funds necessary. The Company will agree to maintain the line and all the works in an efficient and proper condition, and to the satisfaction of the inspecting officer of the Government of India appointed to inspect the line of the amalgamated undertaking, and will, if called upon by that Officer, carry out any works, repairs or improvements chargeable to Revenue, which he shall require to be done, so that the line, stations, buildings, plant and machinery may at all times be maintained in good working condition and repair.

8. Should it appear to the Government, to the Company, or to the inspecting officer, that any new works, or any additions to stations, buildings, plant or machinery, are necessary, which would constitute a Capital charge, then the Company shall submit an estimate for the carrying out of the same to the Government, for its sanction, and when sanctioned, these works shall be carried out by the Company to the satisfaction of the Government, who will provide the funds for the same.

9. The question of allocation of expenditure between Capital and Revenue shall be settled in accordance with the practice adopted on the Madras Railway and the rules in force on the Guaranteed Railway regarding the charge to Revenue of "New Minor Works" shall apply to the Madras-Ennur Railway.

10. The Company will keep the Madras-Ennur Section equipped with rolling-stock of all descriptions, and the Government, as a consideration to the Company for so doing, shall pay the Company in each half-year a sum equal to 5 per cent. on the gross earnings of the Madras-Ennur Section for that half-year.

11. The Company agrees, as soon after the 30th June and 31st December as possible in each year, to render to the Government the accounts of Capital and Revenue expenditure, made up in the same form as those adopted on other State Railways in India, and the separate books of the Company showing the transactions of the Madras-Ennur Section, together with all vouchers, papers and correspondence, directly belonging thereto shall be subject to audit and inspection by any officer whom the Government of India may appoint for that purpose. The Company will also keep all such accounts relating to the State Railway and all such accounts as between the Company and the Secretary of State as the Secretary of State may from time to time require and will keep the accounts relating to the Capital expenditure and the gross receipts of the State Railway separate and distinct from the accounts relating to the Madras Railway. Such accounts will be kept in such form and under such heads or divisions and for such Sections of the State Railway and for such periods and with such details and shall be submitted to the Secretary of State at such times as he may from time to time prescribe.

12. The appointment of the Staff employed in working the Madras-Ennur Section shall be made by the Company.

13. The telegraph wires, posts, etc., shall be provided at the expense of Government and the same terms and conditions for their use shall be adopted as are in force on other State Railways. The charge made by Government for rent, maintenance and inspection of wires, &c., shall be charged to the amalgamated undertaking.

14. The number, pay, and constitution of the police force shall form matter of agreement between the Government and the Company. The Company will meet seven-tenths of the agreed cost of Police, which shall be charged to Abstract E, General Charges, of the amalgamated undertaking, and the Government shall itself pay the remaining three-tenths.

15. All losses arising from accidents, or from loss or damage to goods carried over the amalgamated undertaking (excepting such loss from damage, the making good or the repairs of which would form a charge against maintenance), shall be borne by the Revenue of the amalgamated undertaking, and charged off from half-year to half-year to Abstract G, that is to say, Special and Miscellaneous expenditure.

16. In the event of any further lands being required for purposes of the Madras-Ennur Section, the Company shall apply to the Government of India for the same, and if satisfied that the acquisition of such land is necessary, the Government of India will, at its own cost, hand over the same to the Company for the purposes of the Madras-Ennur Section. The land so handed over shall remain the property of the Government.

17. The Agent of the Company in India shall, on the requisition of the Director-General of Railways, issue such free passes over the Madras-Ennur Section as are in accordance with the rules for the issue of free passes over the Company's lines.

18. This agreement between the Government and the Company shall have effect from the 22nd February 1896, and shall remain in force after that date, subject to its termination by either party by six months' notice in writing.

19. All communications made to the Company shall be sent to the Agent of the Company in Madras, and all communications from the Company to the Government of India shall be submitted to the Consulting Engineer for Railways, Madras.

20. Should any differences arise between the Government and the Company regarding the construction of the foregoing agreement, the matter in dispute shall be referred to two arbitrators in India, one to be chosen by each party, or in case of difference between them to an umpire they may select, and the decision given by such arbitrators or umpire shall be binding upon both parties, and such decision may be made a rule in the High Court of Judicature in Madras.

I have the honor to be,

Sir,

Yours most obedient Servant,

LOUIS S. MOSS,

Agent and Manager.

FORM No. 2.

[260-22-4-95.]

SERIAL
No. 2

GOVERNMENT OF INDIA.

P. W. DEPARTMENT.

RAILWAY BRANCH.

EXAMINER, GUARANTEED RAILWAY ACCOUNTS OFFICE,

No. 350

Madras, 27th July 1896.
28

From

THE EXAMINER, GUARANTEED RAILWAY ACCOUNTS,

Madras,

To

The Consulting Engineer
for Railways
Madras.

ER on return
MU 29/7
SIR,

I have the honor to bring to notice that although the Madras Railway Company has undertaken to work the Madras Ennore Section as a portion of its own line (Working agreement, clause 1) and to charge the same fares on the Madras Ennore Section as those from time to time in force on the Madras Railway (Working agreement, clause 2), yet in fixing the through passing fares between Royapuram Terminus and stations of the Ennore Section, the Company has in all cases added its minimum fares for the 1 mile distance Royapuram-Washermanpet of its own line to the mileage fares of the Ennore Section, thus treating the latter in this respect as a Foreign Line, and not as a portion of the Home Line.

2. The result of this is, that if the through distance Royapuram-Ennore is to be considered as

as only one line, the passenger fares are in one case in excess of the maximum sanctioned by Government, and in all cases in excess of the rule fares in force on the Madras Railway, as shown in the Statement^A attached.

3. The general effect of the system of charging fares for the 1 mile distance Rayapuram-Washermanpet as for 4 miles (minimum fares) is to place an extra charge, somewhat of the nature of a terminal, on all passenger traffic between the Ennore Section and the Terminus at Rayapuram, and to give the Madras Railway a larger share of the through fares than is due according to the mileage division of the through distances. See Statement 3 attached.

4. As the system does not seem to me to be strictly in accordance with the undertakings of the Working Agreement, I have to request the favor of your instructions as to whether it may be considered to be legitimate and ^{the} fares in order.

I have the honor to be,
Sir,
your most obedient servant,

E. Wallis Major R.E.
Examiner Railway Accounts
Madras

From

THE EXAMINER,

GUARANTEED RAILWAY ACCOUNTS,

3229

Madras,

28/7/98

To

encl^o/1.

No. _____

Dated _____ 189 .

No. of Enclosures _____

SECRET.

A

Comparison with Madras Ry: mileage fares.

Royapuram - Jondyarpetti - 3 miles.

	1 st class	2 nd class	3 rd class
Present fares	0-8-0	0-4-0	0-0-7.
Fares at Madras Ry: mileage rates	0-4-0	0-2-0	0-0-6.
Sanctioned maximum fares for 3 miles	0-6-0	0-3-0	-

Royapuram - Tazgal - 4 miles.

Present fares	0-8-0	0-4-0	0-0-9.
Fares at Madras Ry: mileage rates	0-4-0	0-2-0	0-0-8.

Royapuram - Tiruvootthur - 5 miles.

Present fares	0-8-0	0-4-0	0-0-11
Fares at Madras Ry: mileage rates	0-5-0	0-2-6	0-0-10.

Royapuram - Eranavur - 7 miles.

Present fares	0-10-0	0-5-0	0-1-3
Fares at Madras Ry: mileage rates	0-7-0	0-3-6	0-1-2.

Royapuram - Ennur - 10 miles.

Present fares	0-13-0	0-7-0	0-1-9.
Fares at Madras Ry: mileage rates	0-10-0	0-5-0	0-1-8.

Comparison of present division of through fares with division
in mileage proportions.

Royapuram - Tondayanpettai.

	1 st class	2 nd class	3 rd class
Present division {			
Madras Ry. Share . . .	0-4-0.	0-2-0.	0-0-3.
Emmure Ry. share . . .	0-4-0.	0-2-0.	0-0-4.
Division in mileage ratio {			
Madras Ry. share . . .	0-2-8.	0-1-4.	0-0-2.
Emmure Ry. share . . .	0-5-4.	0-2-8.	0-0-5.

Royapuram - Tungal.

Present division {			
Madras Ry. Share . . .	0-4-0.	0-2-0.	0-0-3.
Emmure Ry. share . . .	0-4-0.	0-2-0.	0-0-6.
Division in mileage ratio {			
Madras Ry. Share . . .	0-2-0.	0-1-0.	0-0-2.
Emmure Ry. Share . . .	0-6-0.	0-3-0.	0-0-7.

Royapuram - Tiruvoolthiyur.

Present division {			
Madras Ry. Share . . .	0-4-0.	0-2-0.	0-0-3.
Emmure Ry. Share . . .	0-4-0.	0-2-0.	0-0-8.
Division in mileage ratio {			
Madras Ry. Share . . .	0-1-7.	0-0-10.	0-0-2.
Emmure Ry. Share . . .	0-6-5.	0-3-2.	0-0-9.

Royapuram - Emmure.

Present division {			
Madras Ry. Share . . .	0-4-0.	0-2-0.	0-0-3.
Emmure Ry. Share . . .	0-6-0.	0-3-0.	0-1-0.
Division in mileage ratio {			
Madras Ry. Share . . .	0-1-5.	0-0-9.	0-0-2.
Emmure Ry. Share . . .	0-8-7.	0-4-3.	0-1-1.

Royapuram - Emmure.

Present division {			
Madras Ry. Share . . .	0-4-0.	0-2-0.	0-0-3.
Emmure Ry. Share . . .	0-9-0.	0-5-0.	0-1-6.
Division in mileage ratio {			
Madras Ry. Share . . .	0-1-4.	0-0-8.	0-0-2.
Emmure Ry. Share . . .	0-11-8.	0-6-4.	0-1-7.

1
CR 350
S229-6
7-7-90

SERIAL
No. 3

No 3229

no 2432
8-8-51

Co/ly furnished
to Am. for from 1-
report.
CMM 4/8

Report 8-8-51

Inclosures
Statements H & B

10/3/8

10/3/8

(No. 1.)
No. 9133

747

SERIAL
No. 4
MADRAS RAILWAY

AGENT AND MANAGERS' OFFICE,

Madras, 26th August 1896

From

The Agent and Manager.

M.A.B.

To

The Consulting Engineer for Railways.

SIR,

(1) With reference to your endorsement No. 2432 of the 8 instant on letter from the Examiner, Railway Accounts, No. 360 dated 27th ultimo on the subject of the through passenger fares on the Madras-Erur Railway, I have the honor to inform you that in framing the fares now charged we followed the principles adopted in all such cases, namely that the through fare shall be the sum of the local fares. Our local fare for the distance between Rayapuram and Alacher-manpet. one mile. is our minimum charge and we are correct in adding this to the Erur line proportion of the through fare. We do not understand that because we

717
we work the Ennur Section as a portion of our own Railway, we are debarred from charging our minimum fare on through traffic passing to and from ~~outline~~.

(2) The Government Examiner points out that the effect of our making a minimum charge is to give the Madras Railway a larger proportion of the through fares than is due according to the mileage division but a mileage division does not enter into the question at all as the through fares are not divided by mileage. The Madras Ennur Section has been credited with the full amount of the receipts earned upon that line and whether we charge our minimum fare or not, the result so far as the Ennur Section is concerned is the same, as the proportion of the through fare due to that line will remain unaltered.

(3) The necessity for a minimum charge for short distance traffic is not, it is presumed, disputed and whether a passenger passes out into the road or on to another line of railway does not affect the necessity for the minimum charge.

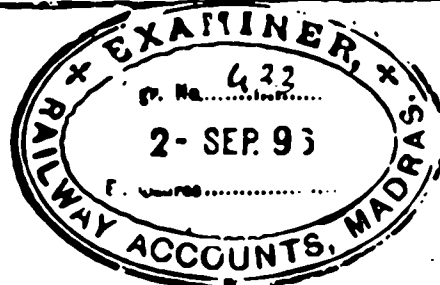
I have the honour to be
Sir,
Yours most obedt Servt.

Henry Cresswell
Agent and Manager

369/4
27/11/96

MADRAS RAILWAY.

From	To	Dated	Recd.
The Agent and Manager.	The Consulting Engineer for Railways.	188	No.



No 2689
1-9-96

CR 3684
SERIAL
No. 5

For favor of remarks.

Howler
Fullk

The arguments used by the Agent & Manager in support of the fares fixed are admitted to be quite correct if the former section is to be treated as a foreign line, but instructions are requested as to whether under the understanding of the Working Agreement the former section should not be treated in this respect exactly as if it formed a portion of the Madras Ry. So far as my experience goes I do not recollect any other Madras line Company, which works a branch on percentage terms as part of the home line, dealing with fares in this way, but in ordinary cases this point would have no importance or need to speak of. It is only owing to the peculiar situation of the former section in being cut off from its natural terminus at Royapuram & the Central Station by a 1 mile section of the Madras Ry. in each case, that the point is worth bringing to notice in the present instance.

619

ER. 10/11/96

Un'alless
CR 3/9

To Am.

No. 1147 of 19. Exhibit Si

in reply to you

Letter No. 9183 d 26/8/81
747

I have the L. to Enclosure
with the Govt. Examiners.
The view the taken by him of
leaves some to be correct, and
before submitting the ev-
response question to the
Govt. of India, I shall be
glad to know if you are
able to add it.

J.H.
15/9

05538

Madras Railway Company

AGENT & MANAGER'S OFFICE,

RAVARTHEM TERMINUS,

Madras, 3rd October

SERIAL

No. 7

1905.

No. 3152

882

From

The Asst. Agent & Manager,

Madras Railway Company.

To

The Consulting Engineer for Railways,

Madras.

Sir,

With reference to your letter No. 147/D, dated 13th September 1902, enclosing a note by the Government Examiner on the subject of through passenger fares on the Inner Section of the Beswara-Madras Railway, I have the honour to submit the following observations:-

1. I am unable to specify any branch line in India worked on percentage terms in which the through fare is not made up of the sum of two local fares, or quote any line in which either of the local fares referred to is less than the minimum for each class. In support of this statement, I may mention the following examples:-

- (1). The Kolhapur State Railway worked by the Southern Mahratta Railway. Vide Appendix E in Part II of Administration Report 1891-92. **A**
- (2). The Rajpura-Bhatinda Railway worked by the North Western Railway. Vide Appendix V in Part II of Administration Report 1892-93. **B**
- (3). The Jaekwar's Mahrana Railway worked by the E.S. & C.I. Railway. Vide Appendix M in Part II of Administration Report 1893-94; and many other instances could be enumerated. **C**

2. I regret I am unable to follow the Examiner of Railway Accounts in his reference to the peculiar situation of the Inner Section in being cut off from its natural terminus at Rayachur and the Central Station by a 1-mile section of the Madras Railway. The Washermanbet-Zannur Line is a branch line taking off from its junction with the main line at Washermanbet in exactly the same way as the lines above-named take off from their respective junctions on

9/13/94

• 25411 2422 2022

178

100

• JAVANESE METHODICAL SOCIETY

SECRET

1941.6.5

Form No. 21
102-4.304.

SERIAL
No. 81

OFFICE OF THE CONSULTING ENGINEER FOR RAILWAYS,

Madras, 14th October 1896

No. 3246.

OFFICE NOTE.



Letter from the Agent, [†]Manager, Madras Railway, No. 9139
dated 8th October 1896, forwarded to the Examiner of Railway
Accounts, with reference to his letter No : 350 dated 27th July
1896.

MS $\frac{12}{10}$

for E. R.

This can not go to India
add 400s last letter 15th
compensation noted in margin

17-10.

EXAMINER'S REPLY.

Q.R

I can only repeat what Major Walker said in his No. 350 of the 28th July 1886.

According to the agreement
the traders they should work
the line as a portion
of its own system; and there
should therefore be one mi-
nimum charge on the land
distance from ^{Rosapuram} ~~Rosapetta~~.

A reference to India is required,
see his Excellency's order on
draft in the case

JK 16 10/90
Q13 C.R.

divided upon a mileage basis for the cost of construction.

the main lines.

3. The whole question appears to rest on the interpretation placed on clause 1 of the letter of Working Agreement, which states that "the Company will work the Madras-Ennur Section as a portion of its own line." It is contended that these words bear precisely the same signification as the wording employed in clause 5 of the Agreement (referred to above) for the working of the Rajoura-Bhatinda Railway by the North-Western Railway, in which it is stated that "the amalgamated undertaking" means the two Railways "taken as a whole, the intention being that these two Railways under the terms hereinafter contained in this contract should be worked together as if the two constituted but a single Railway;" and yet the Rajoura-Bhatinda Railway branch is worked on percentage terms, and is treated as a foreign line in the same way as the Ennur Section is worked by this Company.

4. I trust that after the explanation now rendered you will be able to accept this view, but if you are unable to do so, I request that you will be so good as to submit the question for the decision of the Government of India.

I have the honour to be,

Sir,

Your most obedient Servant,

Henry Cress

Ag. Agent & Manager.

End/mil.

648

No 920. R dated 27.12.26

To works



18/12

H. E. the Governor

Sir, I am directed to forward copies of correspondence noted in the margin relating to the ^{page} fare to be levied on the Madras - Eumora R.

2. The Madras R. works the Eumora branch section of the B.H.R. as provided in the Agreement a copy of which is attached for ready reference.
3. The natural terminus of the line is Royapuram, but the portion between Wash. and Royapuram (one mile in length) belongs to the B.H.R., and the Agent-Contractor that he is justified in charging the minimum fare over this portion.
4. The Govt. Examiners contend that the effect of this is to levy a charge, of the nature of a terminal, small port, traffic between stations on the Eumora line a Royapuram, and that this is contrary to the spirit of para (1) of the Agreement to treat the Eumora branch as a foreign line, which he considers is contrary to the spirit of para (1) of the Agreement.
5. I am to say that the Examiner's view appears to be correct, but as

agreement -
 C.R. letter No 3500/27.7.96
 with 2 Encl.
 A.M. No 747/26.8.96
 C.R. letter No 3500/27.7.96
 A.M. No 747/26.8.96

Before sending this letter, I wd. think, he will take the Madras Railway the view on this question, and urge them to accept it. If they still refuse to do so, we should refer the matter to the Govt. of India.

A.G.
 15.9.26

The question turns on the
reading of paras (1) & (2)
the matter is referred to
the Govt of India for orders
of orders

11/5

Documents accompanying:-
Paper relating to the matter

18/10/96
No 920 R dated 27.10.96

All communications
should be addressed
to the Secretary.

SERIAL

No. 10

No. 975 R.T.

GOVERNMENT OF INDIA.

PUBLIC WORKS DEPARTMENT.

RAILWAY TRAFFIC.

To

The Joint Secretary to the Government of Madras,
Public Works Department, Railway Branch.

Calcutta, the 29th December 1896.

Sir,

With reference to your letter No. 920 R., dated the 27th October 1896, regarding the rates and fares leviable on the Madras-Ennur section of the Bezvada-Madras railway, I am directed to state that in the opinion of the Government of India, clauses 1 and 2 of the agreement under which that section is worked by the Madras Railway Company prohibit the levy of any charge between Washermanpet and Rayapuram or other terminus which is not leviable upon traffic arising on the Madras Railway itself and passing over the same section.

I have the honour to be,

Sir,

Your most obedient servant,

J. A. B. B. B.

Under Secretary.

Documents accompanying:-

Nil.

11/5

S.A.

SERIAL

No. 11

Public Works (189) Department.

CURRENT No. 65

Order

no 50 of 7/1/97.

Copy forwarded to
A.M. with reference to his
letter no. $\frac{9133}{883}$ of 8 Oct 1896.

Also copy to C.R. for
information.

5/1/97

for R

From

The Govt of India
P.W.D.

No. 975 R1

Dated 29th Decr '96

Received 4.1.97

Enclosures

Spare copies

SUBJECT.

Rates & fares on the
Madras Commr Section

Replying to reference
regarding —

7/1/97

BACK PAPERS.

[illegible]

FURTHER PAPERS.

G.O.	No.	Department	By

(No. II.)
No. 9133

106

MADRAS RAILWAY.

AGENT AND MANAGER'S OFFICE,

Madras, 27th January 1897.

From

The Agent and Manager.

Madras Railway.

$$I_0$$

The Consulting Engineer for Railways.

Madras.

With reference to your endorsement N^o 50 dated 7th January 1897 on letter from the Government of India N^o 975 R dated 29th ultimo and to conversation at the official meeting^{too} this day, I have the honor to request that you will favor me with the interpretation which should, in your opinion, be placed on the letter from the Government of India.

I have the honor to be,

Sir,

Your most obedient Servant,

Harry C. West

Ag Agent & Manager.

Enclos-nil.

447
23/7/97

MADRAS RAILWAY.

From
The Agent and Manager.

To
The Consulting Engineer
for Railways.

Dated
188

Recd.
No.

Form No. 4.

SERIAL
No. 15

OFFICE OF THE CONSULTING ENGINEER FOR RAILWAYS, M.

Madras, 29 January 1897.

To

AGENT AND MANAGER, M. R.

No. 393 Reply No. $\frac{9133}{137}$, dated 9.2.97.

Sir,

In reply to your letter No 106 dtd 27 Jan 97 I have to forward herewith a copy of the post letter No 920 R dated 27-10-96 and to say that my interpretation of the Govt letter is as follows:-

Reminders.

That the prohibition of any charge which is not liable when traffic arising on the Madras Rly itself (say at Commur) and passing over the Section Warhermandel to Rayapuram is prohibited from being levied on any traffic arising on the Commur branch & passing over the same Section Warhermandel to Rayapuram, & vice versa. I shall be glad to receive your proposals for

Subject.

the adjustment of the
prohibited charges which
have been ^{already} credited ^{collected} wholly to the Madras Rly.
C.M. 29/1

(A. & M. L.)

No 9133.

137

(2)

MADRAS RAILWAY

AGENT AND MANAGER'S OFFICE,

Madras, 9th February 1897.

From

The Agt. Agent and Manager.

Madras Railway Company.

To

The Consulting Engineer for Railways.

SIR,

Madras.

I have the honor to acknowledge the receipt of your letter No. 395 of 29th January 1897 stating your interpretation of letter from the Government of India P. W. Department No. 975 R. T. dated 29th December 1896 on the subject of through passenger fares on the Madras Ennur Section of the Bezwada - Madras Railway.

2. I desire to refer you again to this office letter No. 9133/833 of 8th October 1896 in which it has been already explained that the conditions of the working agreement for the Madras - Ennur Section are precisely the same as those for working other leased lines in India, and the system of fixing the fares is also exactly the same as in the instances therein quoted, whereas on the other hand the Government Examiner has omitted to give any instances in which a contrary practice is followed, nor can any such examples be found in the Administration Reports.

5. The subject has been reconsidered in the light of the observations contained in your letter under reply and the Company's Acting Traffic Manager now writes as follows:-

"The charge levied between Rayapuram and Washermanpet in the case of through bookings to the Madras-Banner line is exactly the same as is levied upon traffic passing over the same section & which is local to the Madras railway e.g. the N. E. proportion of a 1st Class fare from Rayapuram to Tiruvottiyur is exactly the same as the Madras railway local 1st class fare from Rayapuram to Washermanpet."

"I may further point out that while exception has been taken to the levy of the minimum charge for the N. E. proportion the objection has been raised to the same practice in the case of the Madras-Banner proportion, but the conditions are precisely the same e.g. the Madras-Banner proportion of a 1st class ticket from Tondiyarpet to Rayapuram is 4 annas, the minimum charge, though at the 1st class mileage rate it would be only 3 annas."

"The concluding para of the Consulting Engineer's letter No. 305 of the 29th Ultime has apparently been written under a misapprehension of the question under discussion and of the practice of Indian Railways as recognized by the Indian Railway Conference. If the minimum charges are out of order, they amount to overcharges recovered from the public and the rule is that all overcharges of which the refund is not applied for, are retained by the Railway by when they have been collected or to when they have been credited. The only change necessary would be that the fares should be revised from as early a date as could be conveniently arranged. I would suggest however that the views of the Board should be asked for before it is admitted that the minimum fares are out of order."

"It

Concurrence to the Department & Concurrence to the Govt of India Revenue

The subject has been recommended in the light of the observations contained in your letter under reply and the Company's policy is as follows:-

The charges levied between Rayapuram and Washermanpet in the case of through bookings to the Madras Ennur line is exactly the same as is levied upon traffic passing over the same section & which is local to the Madras Ennur line & the V. R. proportion of the class fare from Rayapuram to Tiruvallur is exactly the same as the Madras Ennur local class fare from Rayapuram to Washermanpet. I may further point out that while exception has been taken to the level of the minimum charges for the V. R. proportion no objection has been raised to the same practice in the case of the Madras Ennur proportion but the conditions are precisely the same & the Madras Ennur proportion of a 1st class ticket from Tiruvallur to Rayapuram is 4 annas, the minimum charge, though the 1st class mileage rate it would be only 3 annas. The concluding part of the Consulting Engineer's letter No. 205 of the 29th Octo has accordingly been written under a misapprehension of the question under discussion and of the practice of Indian Railways as recognized by the Indian Railway Conference. If the minimum charges are out of order, they should be overhauled recovered from the public and the rule is that all overcharges of which the refund is not applied for, are retained by the Railway by whom they have been collected or to whom they have been credited. The only charge necessary would be that the fares should be revised from an early date as could be convenient. I would suggest however that the views of the Board should be asked for before it is admitted that the minimum fares are out of order.

MADRAS RAILWAY.

The Agent and Manager.

"It seems hardly necessary to remark that if the levy of minimum fares is prohibited, the amount the Madras Railway will receive for its third class bookings over the Madras Ennur line (1 1/2, one and a half pice) will not pay the value of the printed ticket and the cost of issuing it to the passenger, to say nothing of the cost of carrying him. There would be no coins small enough to collect many of the fares correctly, e.g. the fare Madras to Tondiyarpet would be 5 1/2 pice against 7 at present, while it would introduce complications of small fractions in settling accounts between the lines which have never yet been allowed in Railway practice."

In connection with this question the Company's Chief Auditor forwards the following remarks:-

"The case as submitted to the Government of India is very different to that placed before the Official Meeting when the question first arose; the claim to share in the earnings of the Madras Railway has disappeared, and in place thereof appears the question whether we have a right to charge our minimum fares between Rayapuram and Washermanpet."

"It seems perfectly clear that we have the right, and my reading of the Government of India letter No. 975 H T of the 29th December 1896 is that they approve of our claim, the Government of India say that we must not levy any charge between Washermanpet and Rayapuram on Madras-Ennur traffic that we do not levy on similar traffic arising on the Madras Railway itself over the same section, on all traffic between Rayapuram and Washermanpet over our own line we charge our minimum fares, and we charge no more than these on the traffic from Rayapuram to Washermanpet on to the Madras-Ennur line. This would seem to decide the case without further discussion."

"The remarks as to our minimum fares being 'terminal'."

concerning the requirement of looking to the fact of Indian railways.

"on the Madras-Bombay traffic, and as to Mysapuram being the
"natural terminus of that line, &c. &c., seem to have no connection
"with the subject under discussion, and it is not understood why
"they were introduced."

"It is observed that the Consulting Engineer in the last paragraph of his letter Hb1595 of the 20th January 1997 desires some adjustment of the minimum charges - he does not state what adjustment he wishes, and it would be interesting to learn what the proposal would be; so far as we are concerned, no adjustment is requisite or possible."

5. With the views expressed by these officers I entirely concur. If the minimum charges in this case be considered in any way irregular, the only remedy would appear to be in the revision of the fares from an early and convenient date; but before I am able to consent to any such revision it is very desirable that the Board's approval be first secured to the proposed change.

I have the honor to be,

212.

Yours most Obedient Servant,

Henry Clark

Acting Agent and Manager:

MADRAS RAILWAY.

From

The Agent and Manager.

The Counting Engine

for Railways.

[illegible]

OFFICE OF THE CONSULTING ENGINEER FOR RAILWAYS,

Madras, 12th February 1897

No. ५३२

OFFICE NOTE

Letter from the Agent, ~~Manager~~, ~~Madras~~ Railway, No. 9133
dated 9th February 1897, forwarded to the Examiner of Railway
Accounts, for forward of remarks.

for E. R

EXAMINER'S REPLY.

E.R.

The first of India decision is that the 'Madras Ry cannot' doing any change between Wirikumbhat & Rayagumam or other tenures, which is not desirable upon happen arising on the Madras Ry body or passing over the same action.

It presents the 'Madras Ry. Co.' a higher charge for the carriage of Indian troops over the Westminster - Royalpore section than they do for the carriage over the same section of troops arriving at any Ambulance or Quaid on the 'Madras Ry. Co.'

Nothing advanced in the Agents' letter alters a shadow
this plain fact, and I do not think that I can usefully add anything
to what I have already written to show clearly that the present position is
contrary to the Agreement & contrary to the first of India's decisions.

4. Contact the following persons

Hayyama - 2nd Bar 10 miles

1 st Class	2 nd Class	3 rd Class
0-10-0	0-5-0	0-1-3

Raymond - born 10 miles

0-13-0 0-7-0 0-1-9

"Influence being
tax on banner
Sutton Koppé

0-3-0 1-2-0 0-0-1

MADRAS RAILWAY

The State has however shown much additional light on the financial aspect of the question of the proposed terminal arrangements for the B.C.R. in 'Madras', as it has brought into prominence what the great people of the 'Madras' will derive from retaining the outlets of the B.C.R. in their own hands, and the manner in which the C. will avail themselves to the attainment of the advantages of this position, and in this subject I would like to add a few remarks.

The proposals already submitted for terminal arrangements for the B.C.R. in 'Madras', it will be remembered, provide for the State line being permanently connected with the Bangalore & South Stations by a one mile section of the 'Madras Ry' in each case, leaving these terminal changes & maintenance charges, I estimate that the 'Madras Ry' derives nearly as much profit from carrying 'passenger' traffic for one to one mile as the 'passenger' traffic does from the carriage of goods over the whole length. When the 'passenger' section is completed north to Bangalore and the State traffic of the B.C.R. with 'Madras' is to pass over one or other of the 1 mile sections of the 'Madras Ry', a union will be a considerable loss on the traffic of the B.C.R. and the trade of 'Madras' via this route, and for the 'Madras Ry' a very large part of the profit is rendered - a point too which will have to pay double market price of the C. 'passenger' and freight will have to pay double of double to take over the line in 1907.

Under these circumstances the question arises whether before finally settling themselves to the present proposals for terminal arrangements for the B.C.R., it would not be advisable to enquire whether it would not be possible at an equal or smaller capital cost to provide these terminal arrangements which would give the B.C.R. free access to 'Madras' via the State line.

It appears to me as if such terminal arrangements could be provided as follows:-

The B.C.R. to connect with the 'Madras Ry' at the present 'Wetheringham' junction, then to cross the C. line at this point and proceed over the open ground of the compounds of the 'Municipal' building, 'Super' building and 'Municipal' building houses, through the land used for the construction of concrete blocks for the Harbour, and on to the beach near the north end of the Harbour, from which point it could run parallel to the 'passenger' line Port Trust land to the site proposed for the Beach Station of the S.R., where a joint terminal station would be built.

In regard to the contemplation of estimates are now being prepared, for an extension of the 'Madras Ry' from Bangalore to meet the S.R. and for the extension of a joint 'Madras Ry' & S.R. terminus on the beach. If instead of this joint 'Madras Ry' & S.R. terminus, the B.C.R. were extended from 'Wetheringham' to the terminus proposed above, and a joint B.C.R. & S.R. terminus at the beach created, the advantages to the State line would I think be enormous.

The following seem to me to be some of the principal advantages to be obtained from these proposals:-

1st A smaller capital outlay. The cost of the extension of the B.C.R. and the joint station at the beach would probably be found to be much smaller than the estimated cost of the present proposals for terminal arrangements plus the cost of the extension of the 'Madras Ry' from Bangalore to the terminal joint station at the beach.

on inspection, the extension for the B.C.R. I have
been guided solely by the appearance of the map. There
is a very large improvement, departure & distinction in the
extension of the B.C.R. I am not aware, but the land seems to be open
high & free from houses and being for the most part in fact,
very much a flat land which could probably be acquired
with no great difficulty, & at no excessive cost.

Under these proposals the B.C.R. would have access to the
Harbour & business portion of Madras on its own line, &
would connect with the Madras & S.R. at Washburnpet
& the Beach respectively. Under the former proposals
the B.C.R. would be permanently shut out from the Harbour
& the business portion of Madras & be disappointed from
obtaining a junction with the S.R. at Madras.

Under the former proposals on point station, under these
proposals the B.C.R. would have to have in the extension of
high two junction stations viz Washburnpet & the Beach. Under
the former proposals the B.C.R. would have to have in the
extension of 4 point stations viz Washburnpet & Salt Lake
the B.C.R. and the two main business stations Madras Central & Royapuram.

It is to be observed from this & other charges for using Madras
any lines & stations to serve business on its own line
into & out of Madras. The B.C.R. during under these
proposals direct access to Madras entirely on its own
line would allow the terminal charges on all its goods
to be kept into & out of Madras, and there would be none of
the present additional charges for service of goods on the
short distance of the Madras Bay.

It is to be observed from this & other charges for using Madras

Section which would more than pay for the capital
cost of the extension, and the running cost which would
be payable solely to freight. While running from the
Royapuram - Beach extension of the Madras Bay would go
to the Company. The proper site for a terminal goods
station in a port like Madras is undoubtedly the
Harbour frontage, and the Southern end of it where the
Customs House, Post Office & other arrangements & conveniences
for landing & shipping goods will be eventually situated.
The Salt Lake goods station of the Madras Bay is situated
on the opposite side of the river to the Harbour and away
from the warehouse & business portion of Madras. There
therefore seems no great advantage or necessity for the
B.C.R. to run into the Salt Lake station, on the contrary
of the State line were provided with a junction with the
Madras Bay at Washburnpet and a goods station at the
Southern end of the Beach it seems probable that in order
to save the cost of cartage a great part of the goods traffic
of the Madras Bay was looked to a fine Salt Lake line
to be built from Washburnpet to the Beach station of
the B.C.R.

The advantages from a financial point of view to be
derived by the B.C.R. from these terminal arrangements
seem to me so great compared with the former proposals
that I would suggest that comparative estimates be
prepared showing of the two projects might be got out
before long, finally committed themselves to the original
arrangements proposed by the Madras Bay Co. mainly
in their own interests.

W. Waller
CR 25/1/97

SERIAL
No. 16

Form No. 4

OFFICE OF THE CONSULTING ENGINEER FOR RAILWAYS

Madras, 3rd March 1897

To

AGENT AND MANAGER, M. R.

No. 805 Reply No. 776, dated 13/8/97

Sir,

in reply to your letter
No. 9133 d. 9.2.97 I have
the h. today that it
appears from portions
of your letter that my
view of the matter is not
clearly understood.
I understood the Govt.
of India ruling to mean
that no charge shall
be made over the portion
(between Roy & R.) on traffic
arising interchangeably
between Roy & perum and
stations on the E. coast line
distant more than four
miles from Roy. which is
not charged on traffic between
Roy & stations beyond the
four mile limit on the
Madras R.

Reminders.

Subject.

approval of the cost of construction of the stock being divided upon a mileage basis

The following instances exemplify the matter.

In the time-table the distance between Rayapuram and Ennur (10 miles) is the same as between Rayth and Ambattur, but the fares are as shown in the margin -

There seems to be no possible doubt that this difference represents a charge between Washth & Rayth which is not leviable between or traffic arising on the Madras R^{ly} itself and passing over the same Section and which is the opinion of the Govt. of India is inadmissible. ~~There is~~

It is an still of opinion that my reading is incorrect. I shall be glad if you will refer the matter to your Board at the earliest convenient date.

	I	II	III
Ray th to Ambattur	0.10.0	0.5.0	0.1.2
Ray th to Ennur	0.13.0	0.7.0	0.1.7
difference	0.3.0	0.2.0	0.0.6

CR before
me

13/5/97

1/3/97

13/5/97

Extract from the letter to the B. B. & C. I. Railway, No. 2204 of 13.5.97

Minimum fares charged between Rayapuram and Washermanpet on through traffic to Ennur Section.

SERIAL
No. 17

15. In the agreement for working the Madras-Ennur Section of the Bezwada-Madras Railway, it is laid down that this Company is to work it as a portion of its own line and to charge the same fares on the Section as are in force on this Railway. The Government Examiner of Accounts in July last raised the question whether under the circumstances we were correct in charging the minimum fare for the distance between Rayapuram and Washermanpet on through passenger traffic passing to and from the Ennur Section. The distance between those stations is one mile and our minimum fares are 4 annas, 2 annas and 6 pias respectively for first, second and third classes.

I enclose a copy of the correspondence which has taken place on this subject. The Government of India was eventually referred to and the opinion was expressed that the agreement under which the Ennur Section was worked prohibited the levy of any charge between Washermanpet and Rayapuram or other terminus which is not leviable upon traffic arising on the Madras Railway itself and passing over the same Section. The Traffic Manager and the Chief Auditor disagreed with the interpretation which the Consulting Engineer and the Government Examiner placed on this letter; our officers contending that it supported our action, while the Government officials were of the contrary opinion, and the Consulting Engineer has desired me to refer the subject to the Board.

It will be observed from the Acting Traffic Manager's letter that the wording of the agreement on which the Examiner raised his objection is common to all working agreements and in charging our minimum fare we have followed the general practice. We gave instances in support of this, but no cases have been quoted to show that our procedure is not that adopted by all Railways. Thus, on the Kolhapur State Railway which is worked by the Southern Mahratta Railway, the distance from Miraj (S. M. Ry.) to Shirol Road (K. S. Ry.) is 6 1/2 miles for which the fares would be at mileage rates, 2nd Class 3 annas and 6 pias, and 3rd class 1 anna and 2 pias, but the minimum fares of 4 annas and 1 anna 3 pias respectively are shown in the rate lists.

On the Gaekwar's Mehsana Railway which is worked by the B. B. and C. I. Railway, the distance from Mehsana (B. B. and C. I. Railway) to Linch (G. M. Railway) is 6 miles, but the fares are shown as the minimum, viz., 8 annas 1st class and 4 annas 2nd class, instead of 6 annas and 3 annas which would be the mileage proportion.

A large number of cases of a similar character could be cited, but these will suffice to show that the action we have taken is not an unusual one. I am of the opinion that we are quite correct in charging our minimum fares and would strongly advocate that no alteration in our practice be permitted. It is exceptional to find stations so situated that the fare on the mileage falls within the minimum, but in the case of the Madras-Ennur line it is not only so with regard to the Rayapuram-Washermanpet portion, but also with regard to the State Railway up to Tiruvattiyur, but it has never been suggested that the minimum should not be applied where it acts in favour of the State line. The favour of the Board's early decision on this subject is requested.

outlay of Rs. 1,50,000 on the five compos.
and their approval of the cost of construc-
the stock being divided upon a mileage basis.

No.

LONDON, E.C., 16th July 1897

And letters, etc.

document
number

Statements of account Nos. 1, 2, 3, 4, 7 and 17 (for submission to Government), for the half-year ending 30th June last, and, for your information, a list of our balances on that date.

Mr. Edwards' arrival reported.

✓ K. found part
✓ Sherman's guaranty
promissory.

Resignation of
H. J. Smith, telegram
as to message.

bag of old rail

6. and adopted in this country, and there seems no old rule, was duly
 din / refers not succeed equally well in India. With regard to the amount sanctioned by the Great Indian Peninsula Rail-
 Company (Rs. 1,25,000) and our Locomotive Superintendent's estimate
 Rs. 1,50,000, Mr. Hayter states that it is difficult to arrive at an accur-
 estimate; but as the manufacturers of rolling stock are full of orders, and price
 consequence are high, and seem likely to be still rising, it would not be safe
 to assume a lower estimate than Mr. Phipps'. I am therefore con-
 veying sanction to the proposed outlay of Rs. 1,50,000 on the
 third-class bogie vehicles, and their approval of the
 estimate of the stock being divided upon a mile

his having, unfortunately, succumbed to an attack of cholera contravening the performance of his duties. It is observed that the above appointment is strongly supported by you and the Medical Officer.

Station
is approved.

11. The proposed introduction of a monthly instead of the present weekly system of station accounts appears to the Board desirable, and it is hoped that it will be generally adopted. This subject is referred to in para. 10 of No. 2310.

Acceleration of
Mail Train Service.

12. The acceleration of the Mail Train Service on the North-West Line, referred to in para. 12 of No. 2310, appears to the Board to have been well managed, and I am to convey their full approval of your action in this respect, which they doubt not will give general satisfaction.

Investment of
Provident Funds.

13. The Board have perused with interest the statement referred to in para. 8 of No. 2312, showing the investments of the Provident Institution on the 31st December last. They are glad to observe that these investments on the whole show a net gain of Rs. 8,910. It is noticed, however, that the Bombay Port Trust Debentures show a loss of Rs. 9,250; but it is hoped that this is only temporary. The Board conclude that the net gain shown on the revaluation of the investments will be distributed in account to the Members.

Rates for Horses.

14. In respect to para. 6 of No. 2314, I am to inform you that the Board are reluctant to confirm your withdrawal, on behalf of the Company, from agreement with Conference rule No. 49, 1893, as regards rates for horses in horse-boxes. The Board would desire you to reconsider the matter in a more liberal spirit. It seems really of little consequence, and the Company will probably gain by giving way in this respect. The number of horses belonging to one man rarely exceeds 4 or 6; and if the owner pays two annas a mile for the first horse, he may fairly be allowed to have all the others conveyed at a rate of 1 anna.

Minimum distance
Fares.

15. The Board have had under consideration the correspondence referred to in para. 15 of No. 2304, regarding the minimum distance fares charged between Rayapuram and Washermanpet on through traffic to the En route section.

This is a matter which the Board are disposed to think might very properly have been settled in India, where the facts and circumstances are so well known both to the Government and the Madras Railway Agency.

They will proceed to review the question very briefly, in the hope that their remarks may lead to its satisfactory disposal.

The Examiner of Railway Accounts in his letter to the Consulting Engineer for Railways, dated 27th July 1896, points out that the charging of fares for this distance of 1 mile, as for 4 miles, does not seem to be "strictly in accordance with the undertakings of the working agreement," and that the effect of the system is to give the Madras Railway a larger share of the through fares than is due according to the mileage division of the through distances.

The Consulting Engineer also contends that the fare charged from Rayapuram to Ennur should be the same as that levied for 10 miles on the main line.

4
In the Agreement which is contained in the Agent and Manager's letter of the 17th January 1896, the Company agreed to work the Ennur line under the same rules and regulations as those in force on the Madras Railway, and to work it as a portion of its own line. There has been no change in these rules in respect of the charge in question. Before the Ennur line was opened, a first-class passenger paid 4 annas, and a third-class passenger 6 pies, for travelling the 1 mile from Royapuram to Washermanpet, and they pay the same now whether the passenger books through to the Ennur line or not.

The Board can find, from the papers and correspondence before them, no special sanction or authority for the minimum distance passenger charge: it is suggested, however, that the Agency were empowered to levy it under a clause of the Conference rules of former years, and the practice has been in operation for a great many years, and never objected to till now.

The Government of Madras, in letter No. 920 R, dated 27th October 1896, to the Government of India, say that the effect of this practice is to levy a fee in the nature of a terminal charge, and to treat the Ennur branch as a foreign line, which is contrary to the spirit of clauses 1 and 2 of the Agreement. The Board, on referring to this document, cannot but admit that this is so.

Mr. Moss, the Agent and Manager, who is now in England, drafted the Agreement in question, and the matter was referred for his remarks. He says, in a Memorandum submitted to the Board:—

"When I drew up the letter of Agreement for working the Madras-Ennur Railway for the State I certainly did not suppose that our right to levy a minimum fare for the short distance between Madras and Washermanpet would be contested, otherwise I should have suggested a special charge for the use of the terminal station and its sidings at Madras; as a proportionate charge of the through fare would certainly not compensate us for carrying a passenger over 1 mile of railway, and for breaking-up and marshalling the Ennur local trains at the terminal station, and for the use of the watering and the many other conveniences afforded at the terminal station."

If then, as would appear, the wording of the 1st and 2nd clauses of the Agreement be held as prohibiting the levy of a minimum distance charge, it has to be considered what compensation can be conceded to the Madras Railway for the loss it would undoubtedly suffer if this charge be disallowed.

The Board are of opinion that the matter should be discussed with the Government Consulting Engineer in a friendly spirit, and the conclusion arrived at be submitted for the approval of the Government.

A full copy of Mr. Moss' Memorandum is sent herewith.

I am, Sir,

Your obedient servant,

(Sd.) Julian Pereira

Secretary.



after full consideration of the circumstances of the case as now represented, you will agree to allow the fares as now charged to remain undisturbed for the present.

I have the honor to be,
Sir,

Your most obedient servant

W. C. C. C.
Ag: Agent & Manager

Eno/2,

MADRAS RAILWAY.

From

The Agent and Manager.

To

The Consulting Engineer
for Railways.

Dated

188

Recd.

No.

1542



Recd
Dated

189

No.

From

MADRAS RAILWAY.

The Agent and Manager,

M. R. Co.,

To

The Consulting Engineer

for Railways.

Reference to the papers sent to me by
the Agent with his official letter of 20
32 July.

Also the views of Indian official
bodies of reference I am only not the question
of the origin of minimum charges for short
distance passengers over Railways in India by
suggesting that they are sanctioned by the
Indian Conference Rules. These minimum
charges have been in force on the Madras
Railway to my knowledge for upwards of
30 years. They have been entered in the various
published Coaching tariffs and I cannot
remember that any legal question in connection
with this charges has ever previously been
raised or raised.

When I drew up the Bill of Agreement
for working the Madras Railway under the
State I certainly did not suppose that there
would be any minimum fare for the short distance
between Madras and Thiruvananthapuram
indicated, otherwise I should have suggested a
special charge for some of the terminal stations.

It is my opinion that the matter should be discussed with

Governing Council
at the earliest opportunity

The first part of the document is a list of names and dates, which appears to be a record of some kind. The names are written in a cursive script, and the dates are given in a standard format. The list is organized into columns, with names in the first column and dates in the second column.

The second part of the document is a series of paragraphs of text, written in the same cursive script. The text is somewhat difficult to read due to the handwriting and the age of the document. It appears to be a narrative or a report of some kind, possibly related to the names listed in the first part.

The third part of the document is a list of names and dates, similar to the first part. This list is also organized into columns, with names in the first column and dates in the second column. The handwriting is consistent with the first part, suggesting it is part of the same document.

The fourth part of the document is another series of paragraphs of text, written in the same cursive script. This text also appears to be a narrative or a report, possibly continuing the story or report from the second part.

The fifth part of the document is a list of names and dates, similar to the first and third parts. This list is also organized into columns, with names in the first column and dates in the second column. The handwriting is consistent with the other parts, suggesting it is part of the same document.

The sixth part of the document is a series of paragraphs of text, written in the same cursive script. This text also appears to be a narrative or a report, possibly continuing the story or report from the second part.

The seventh part of the document is a list of names and dates, similar to the first, third, and fifth parts. This list is also organized into columns, with names in the first column and dates in the second column. The handwriting is consistent with the other parts, suggesting it is part of the same document.

The eighth part of the document is a series of paragraphs of text, written in the same cursive script. This text also appears to be a narrative or a report, possibly continuing the story or report from the second part.

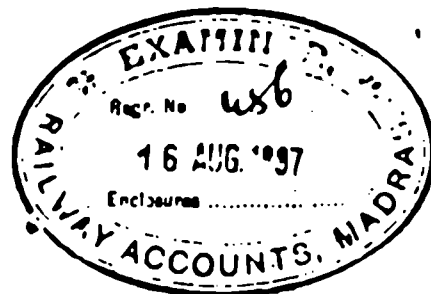
The ninth part of the document is a list of names and dates, similar to the first, third, fifth, and seventh parts. This list is also organized into columns, with names in the first column and dates in the second column. The handwriting is consistent with the other parts, suggesting it is part of the same document.

The tenth part of the document is a series of paragraphs of text, written in the same cursive script. This text also appears to be a narrative or a report, possibly continuing the story or report from the second part.

The Committee on the subject of the
 proposed amendments to the
 Constitution of the United States
 have the honor to inform you that
 the same have been referred to the
 Senate of the United States
 for their consideration.

ENC. No. 3542 (1037)
 LETTER No. 776
 FROM

509-26-8-97.
 Conso. Enon.'s No. 31.



SERIAL
 No.

OFFICE OF THE CONSULTING ENGINEER FOR RAILWAYS,
 Madras, 16 August 1897.

No. 2657

OFFICE NOTE.

Letter from the Agent, *Madras Railway*, No. *9133*
 dated *13 August* 1897, forwarded to the Examiner of Railway
 Accounts. *For favour of remarks see 20th vol
 on Board N. 358*

[Signature]

for E. R.

EXAMINER'S REPLY.

The greater part of Mr. Moss' Memorandum is outside the
 point at issue, as the rights of Railways generally to charge
 minimum rates & fees on short distance traffic were not questioned.

The main contention raised by this Office was that the Madras
 Ry. Co. in their method of charging the minimum rates & fees, were
 treating the Indian Section as a foreign line, whereas under the
 Agreement they had undertaken to work it as part of the
 home line; that the Indian Section was not receiving its full
 mileage share of the through rates & fees actually charged, as it
 should be if treated as part of the home line; and that the levy of
 the separate Madras Ry. minimum charges was equivalent to a sort of
 extra terminal & line on all the home traffic to & from Madras.

5/12

The Board practically admit
 that we are right as regards the
 interpretation of the agreement. I
 think we must refer the matter
 to the final decision going
 to the whole correspondence since
 this last letter.

[Signature] 30/8/97

See the reply to the
 20th vol. of the
 20th

7/12
 7/12

The Board fully admit the correctness of these conclusions, but appear to think that some compensation should now be given to the Western Ry for the loss of territory to which they were entitled. It is also attempted, though somewhat vaguely, to intend that the Union Station does not bear its fair share of expenses, and that its working costs are on the Western Ry.

Under the system of charging the Union Station with a proportionate share on a gross territory basis of the total combined expenses (salaries of maintenance) of the Western Ry system, the Union is fully charged for the cost of keeping up a marshalling train, as well as for all other types expenses; and any special or additional charges on this account would seem to be most unjust to the State line.

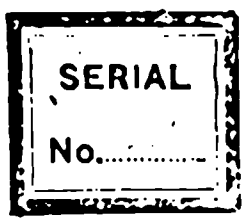
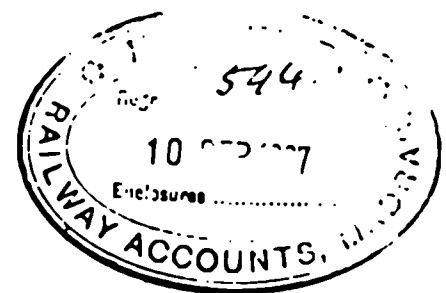
The value of the extra earnings to the Western Ry from the loss of the minimum charge, or in other words the loss on Union traffic, amounts to an approximate estimate to about \$6000 a day, or \$1500 per half year on the present small volume of the traffic; this amount will of course be greatly increased should the traffic of the whole B.C. Ry, when open throughout, come substantially to pass over the one mile section of the Western Ry to give access to 'Madison'; and the most important conclusion to be arrived at from a consideration of the whole case appears to be that if the change are to be retained, the B.C. Ry should certainly be given access to 'Madison' on its own route.

W. Waller
C.R. 10/9/97

The natural advantage of their present position as owners of the last mile of the last coat route to Madison gives the Western Ry Co. an indisputable right to the ordinary single terminal of \$1.50 per car moved on all goods traffic of the B.C. Ry to a fair 'Madison'. Your ordinary terminal charges should be added to cover the cost of terminal arrangements & working end of car & etc. do somewhat more.

over with last, and that there where loss at the Western end will be a serious deprivation to the B.C. Ry with I think a quantity involved. The minimum charge we are given from the Western Ry and a further fee on B.C. Ry traffic, for which it is difficult to see that any adequate return will be rendered.

W. Waller
C.R. 10/9/97



W. Waller C.R.

Please see note made as before. I am signed to let the matter drop if you agree. Because, as you are probably not yet aware, the fact of having been in the hands of the L. of Stat. fully frustrates the suggestion of an agreement for making the B.C. Ry the agency of the R.P.C. as all this goes about the party left Union line will be worked up in the higher line.

I don't suppose that, in all the matter, is right amount to send to the go.

I shall be glad of any further notes you may think it necessary to put, unless you agree that we may as well drop it.

F.V.S.
8/9/97

E.R.

Having duly thought to notice that the present position is, I am quite willing that the matter should not be pressed further.

It seems all the more unnecessary to take further action, as I notice in the terms proposed for working the B.C. Ry, the fact of 'interior' is willing to allow the Western Ry to work on other length of their line in duration of through traffic, in addition to the ordinary goods terminal. Such they will be entitled to claim by right of ownership of the last mile of the route.

W. Waller
C.R. 10/9/97

This may now be filed. No further action is necessary. A.B. will have the car going and up - within.

F.V.S.
10/9/97

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25.7

25.7

॥ श्रीगणेशाय नमः ॥

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॥ श्रीगणेशाय नमः ॥

The sum of 14 + 32 = 46
7. 15 - 22 =

SERIAL

Madison
6th Sept. 1897

Very dear Mr. [unclear]
I have filled in
the figures in the lower
table as requested.

I should like to ex-
plain that our main
line fares are based
on a special short
distance rate viz, $1\frac{1}{2}$ p.c.
per mile approved by
the Board. The same
reduced rate for the summer
line is 2 p.c. - and

Yours truly
J. H. [unclear]

Wm. H. H. & Co. Inc.
N. Y. N. Y.

the through fares are
made up of 1 mile of
L.R. or 3 miles (the main
section) + 2 miles per
mile for the State Railway
incorporation - Any decision
of the through fares is
the through mileage is
outside the argument.

If the 1/2 mile fare
had been adopted in
the same line, there
would have been a
heavy loss, whereas
for the half mile rate
June 30/97 this line

has earned over 4 per
cent - the surplus
being \$3066.
It is of course under
stand that the provision
found etc 1 percent
on the net earnings.
I do not think the State
ought to complain at
this result while the
U.R.C. is working the
line for them.

Yours truly
Wm. H. H. & Co. Inc.