


Nederlandsche Zuid-Afrikaansche Spoorweg-Maatschappij.



OVEREENKOMST

MET HET


GOUVERNEMENT

VAN DE

KAAPKOLONIE

BETREFFENDE

Running Power.



AGREEMENT dated the tenth of December 1891, between
the HONOURABLE JAMES SIVEWRIGHT in his
capacity as Commissioner of Crown Lands and Public
Works, of the Colony of the Cape of Good Hope
and CORNELIS WILLEM VERLOOP ESQUIRE
„*Chef der Exploitatie*” of and representing the
NETHERLANDS SOUTH-AFRICAN RAILWAY-COMPANY.

WHEREAS: the Government of the Colony of the Cape of
Good Hope is constructing, in terms of Conventions between
them and the Government of the Orange Free State, a Line
of Railway from Bloemfontein to a point at or naer Viljoen’s
Drift on the Vaal River, which Line of Railway is expected
to reach the said river about the month of May or June, next and

WHEREAS: the Netherlands South African Railway Company
is constructing, in terms of a concession granted by the
Government of the South African Republic, a Line of Railway
from the Boundary of the Portuguese Territory near Delagoa
Bay via Pretoria to the said point at or near Viljoen’s Drift,
including a bridge over the Vaal River, and, *whereas it is*
desirable, that, arrangements mutually satisfactory, under the
conditions now obtaining, should be made for the working of
the „Trough Traffic” in passengers, goods, etc. over the section
of the said line Vaal River—Elandsfontein—Johannesburg—
Pretoria and also in certain respects for the working of the Local
Traffic over the said section of the Line.

IT IS HEREBY AGREED:

Definitions.

Throughout this Agreement the following terms shall bear the interpretations hereunder assigned to them.

a. „*Through Traffic*” shall be understood to mean Passenger, Parcel, Live Stock, Goods, Mineral, and other Traffic passing over any portion of the above named section, whether arriving from or proceeding to Cape Administration Stations.

b. „*the Cape Administration*” shall be understood to mean the Railway Department of the Cape of Good Hope.

c. „*the South African Railway Administration*” shall be understood to mean the duly authorised representative of the Board of Directors of the Netherlands South African Railway Company in the South African Republic and

The following conditions shall be binding upon both Administrations:

ARTICLE 1.

Section of Line over which Running Powers granted.

The whole of the Line, Vaal River to Pretoria and Elandsfontein to Johannesburg is included in the Section for which Running Powers are granted to the Cape Administration and over which it undertakes to convey the „*Through Traffic*.”

ARTICLE 2.

Calculation of Mileage.

The Mileage shall be calculated between the two Administrations, as from the Centre of the Vaal River Bridge.

ARTICLE 3.

Period of Agreement.

This Agreement shall be in force and binding on both Administrations until December 31th 1894, to be continued thereafter subject to one years notice on either side.

Notwithstanding anything to the contrary, it shall be optional for the South African Railway Administration to give — in the following manner, — notice of the termination of this Agreement upon the opening for General Traffic to Pretoria, of the Line from Delagoa Bay.

The South African Railway Administration shall intimate six (6) months beforehand to the Cape Administration, the approximate date when the Line from Delagoa Bay to Pretoria will be opened throughout for general traffic and give accurate information two (2) months before the actual opening in the event of their desiring to terminate this Agreement.

Obligations.**Obligations of the South African Railway Administration.**

ARTICLE 4.

South African Railway Administration Undertakings.

The South African Railway Administration shall provide at its own cost and charge:

GUARD OR CONDUCTOR.

(a) A Guard or Conductor to accompany each „Through” train over the Vaal River-Johannesburg-Pretoria section.

STATION STAFF.

(b) Such Staff of Station-Masters, Clerks, Foremen, Shunters, Pointsmen, Porters and all other officers and employés — as may be required for the working of the Railway — other than the Goods Staff required for the Through Traffic at Pretoria and Johannesburg.

MAINTENANCE OF PERMANENT-WAY ETC.

(c) Shall maintain the Permanent-way, Bridges, Stations, Buildings, and all its other premises and properties in a good and efficient state of repair.

LOCOMOTIVE REQUIREMENTS.

(d.) Shall supply the engines of the Cape Administration with water, engine sheds, ashpits which it shall keep clean, turntables or triangles and all other needful accommodation, and shall further provide for the cleaning of carriages, vans and lamps.

REPAYMENT OF WORKING EXPENSES.

(e.) Shall pay to the Cape Administration such expenses as the latter may incur in working traffic over the Vaal River—Johannesburg—Pretoria section to the following extent, viz:

LOCOMOTIVE CHARGES.

Locomotive charges for train mileage run over the Section at the actual average mileage rate throughout the Cape Government-Railways during the preceding year, provided such average does not exceed one shilling and seven pence (1 s/7 d.) per train mile, which shall be the maximum rate chargeable.

Locomotive charges shall be understood to include the charges as shown under that heading in the Report of the General Manager of the Cape Colonial Railways for the year 1890, page 49.

HIRE OF VEHICLES.

(f.) Payment for hire of vehicles used in the conveyance of Through Traffic, shall be based upon a rate of one penny halfpenny ($1\frac{1}{2}$ d.) per train mile.

INSPECTOR.

(g.) Pay for the services of one Inspector who shall be charged with the duty of supervising the proper performance of their duties by the staff of the Cape Administration while travelling over the line.

GUARDS AND TRAIN STAFF.

(k.) Pay for Guards and other persons whom it may be necessary to send with the trains to assist in discharging goods from the trucks en route over the lines of the South African Railway Administration.

GOOD STAFF AT JOHANNESBURG AND PRETORIA.

(i.) Pay the salaries, wages and other expenses actually and necessarily incurred in the performance of the Through Goods Traffic Work at Pretoria and Johannesburg provided such charges do not exceed in the aggregate the sum of four shillings and sixpence (4 s/6 d.) per ton for the goods described in the Concession, granted by the Government of the South African Republic as „ordinary goods” and one shilling and eight pence (1 s/8 d.) per ton, for goods conveyed at the maximum rate of three pence (3 d.) per ton per mile — conveyed to and from the above named stations.

In regard to goods of the first named class, the Cape Administration undertakes that every effort shall be made that the charge shall not ordinarily exceed three shillings (3 s/—) per ton and consistently with efficiency to have the service performed at a still lower cost.

Similarly in respect of goods conveyed in terms of the Netherlands South African Railway Concession at a maximum rate of three pence (3 d.) per ton per mile; every effort will be made to perform the service at a less cost than one shilling and eight pence (1 s/8 d.) per ton.

BOOKING OF TRAFFIC.

(j.) Book all through passengers, luggage, parcels, live stock, etc. at all stations and stopping places from or to which such are to be conveyed and Goods Traffics at all stations other

than Pretoria and Johannesburg and shall account for all moneys collected, on which should have been collected on Through Traffic, whether passengers, parcels, live stock or goods.

ARTICLE 5.

Shunting Services.

All shunting, marshalling of trains and trucks into position, either of trucks to be relieved of goods, or of the shed sidings to be cleared, shall be performed by the South African Railway Administration in such a manner as shall prevent delay to other trains or to the expeditious discharge of goods.

The officer or employé of the Cape Administration, appointed for the purpose will indicate to the South African Railway Administration from time to time, the shunting required to be done.

ARTICLE 6.

Inspection of Documents.

All books, accounts or other documents relating Through Traffic shall be at all times accessible to officers of the Cape Administration, duly authorised to apply for information, in regard thereto, and every facility shall be afforded to them in the conduct of enquiries.

ARTICLE 7.

Observance of „Through Rates”.

The Staff of the South African Railway Administration shall conform to the rates to be charged upon all Through Traffic and the conditions to be observed, of which the Cape Government gives public notice.

ARTICLE 8.

Assistance in case of accident.

In case of the failure of an engine or train belonging to the Cape Administration, or of other accident, the South African Railway Administration shall render such assistance, free of charge as it may be in a position to afford.

ARTICLE 9.

Liability for Damage.

In cases of accident or damage, which shall be proved to have been caused through the default of the South African Railway Administration or its Staff, the cost and expenses thereof shall be borne by that Administration.

ARTICLE 10.

Issue of Rules, Time Tables, etc.

A sufficient supply of rules and regulations, working time tables and all other notices, documents, or working instructions, as may from time to time be issued by the South African Railway Administration, shall be supplied to the officer of the Cape Administration, authorised to receive them for distribution to all employés travelling over the afore mentioned section of the line and to all concerned.

ARTICLE 11.

Equipment of Line and Stations.

The South African Railway Administration shall provide and equip all such stations, sidings, passing places, offices, buildings, platforms, goods-sheds, cranes, and other appliances as may be necessary for the satisfactory working of the Traffic

at the time of the commencement of the operation of this agreement, and all such furniture, appliances, conveniences and other fittings as are usual at a well appointed Railway Station in South Africa, regard being had to the circumstances of each case, and generally, to afford all such facilities and assistance as are usual to one Administration having running powers over the lines of another upon the same conditions as mentioned in this agreement.

Obligations of the Cape Administration.

ARTICLE 12.

Conditions of Through Working.

With a view to economy and advantageous working of the Through Traffic for both Administrations, the engines, vehicles, vans, and guards of the Cape Administration shall work through to and from Johannesburg and Pretoria, the Cape Administration performing the service of collection, delivery, off-loading, loading and the usual goods shed services in Johannesburg and Pretoria during the term of this agreement as set forth in Article 3, leaving the South African Railway Administration to perform, at its own cost, such service in respect of goods and all other traffic at its other stations and stopping places, excepting the haulage by train of such Through Traffic which will be performed by the Cape Administration.

ARTICLE 13.

Cape Administration Undertakings.

The Cape Administration undertakes that in the interests of both parties to this agreement :

RATES OF PAY.

(a.) It will not pay excessive rates of salaries or wages to the employés, who are engaged on the section over which running powers are granted, and will arrange with the principal officer in South Africa of the South African Railway Administration annually during the month of January, the maximum scale of salaries or wages, which shall be paid during the ensuing year, and that, should it be found necessary in any instance to exceed the sum so fixed, it shall not do so without the concurrence of the South African Railway Administration, and in the event of disagreement the same shall be decided by the Government of the South African Republic.

NUMBER OF TRAINS TO BE RUN.

(b.) It will limit the number of trains to be run over the said section to such as the traffic reasonably requires, in order that the earnings per trainmile may be as high as possible, and it undertakes that no train travelling in the direction of or from, and over the South African Administration section shall commence or end its journey from or at any Cape Administration station north of Kroonstad.

SUPERVISION BY SOUTH AFRICAN RAILWAY ADMINISTRATION.

(c.) Any officer, superior to the station masters of the South African Railway Administration shall be entitled to examine the general course of business in the goods sheds at Johannesburg and Pretoria, to take all information from the Staff, and to call the attention of the local officer of the Cape Administration to any danger, incurred in the system of working, want of cleanliness, or such other matters as he deems expedient in the interests of efficient working.

Similarly, should any thing be done by employés of the South African Railway Administration, to impede the efficient, expedi-

tions, or economical performance of the work in the sheds, or on the line, the Principal or District Officer of the Cape Administration shall call the attention of the chief or local District Officer of the South African Railway Administration thereto.

ACCUMULATION OF LOADED TRUCKS.

(d.) In the event of the Cape Administration having on hand at Johannesburg not less than one hundred and fifty (150) loaded trucks or at Pretoria not less than sixty (60) loaded trucks of Through Goods awaiting discharge and delivery, the South African Railway Administration shall have the right to order that no more trucks other than such as may contain perishable traffic, shall pass the Vaal River until some portion of the loaded trucks referred to shall be released, when an equal number shall be permitted to be forwarded.

ARTICLE 14.

Printing of Documents.

All consignment notes and other such documents, and all public notices issued by the Cape Administration in the South African Republic shall be printed in Dutch. A translation of the same into English is admitted.

All consignment notes issued in the Cape Colony for de South African Republic may be in English, but a translation of the same into Dutch is required.

All notices in the „Staats-Courant” (Gouvernement-Gazette) must be in Dutch.

ARTICLE 15.

Conveyance of Mails and Postal Vans.

The Cape Administration shall convey — free of charge — all such mails as are required by the concession, and postal

vans at one half ($\frac{1}{2}$) of such charges as the South African Railway Administration are entitled to thereunder.

ARTICLE 16.

Assistance to be rendered to South African Republic in Collection of Customs Dues.

All officers and employés of the Cape Administration are required to co-operate with and assist in every way the officers and employéss appointed by the South African Republic for the collection of the Import Duties.

ARTICLE 17.

Collection of charges on Through Traffic.

The collection of all charges due on Through Traffic conveyed by the Cape Administration from and to Pretoria and Johannesburg shall be done by the Cape Administration, who shall account for and pay over to the South African Railway Administration, its proper proportion thereof.

ARTICLE 18.

Locomotive and other Requirements.

The Cape Administration undertakes to provide engines with fuel stores and engine cleaners, vehicles, vans, guards and also such staff at the through traffic goods sheds at Johannesburg and Pretoria, as may be necessary for the proper performance of the work.

ARTICLE 19.

Qualifications of Staff.

The members of the staff employed by the Cape Administration shall be competent to converse in Dutsch and English and

in filling appointments — other things being equal — the preference shall be given to applicants who are of South African birth.

ARTICLE 20.

General Co-operation and Assistance.

The Cape Administration shall afford, generally, all such facilities and assistance as are usual for one Administration having Running Powers over the lines of another Administration — upon the same conditions as mentioned in this agreement.

Joint Obligations of the two Administrations.

ARTICLE 21.

Running times of trains.

The times of the running of the Cape Administration trains over the South African Administrations Railways shall be mutually arranged by and between the principal officers of the two Administrations, or such other officers as they may duly appoint, and in the event of disagreement the same shall be decided by the Government of the South African Republic.

ARTICLE 22.

Conveyance of Local Traffic.

The Cape Administration shall convey such local passengers and their luggage, parcels, goods and trucks with goods and empty trucks, as may offer — free of cost to the South African Railway Administration — provided that in so doing „Through Passengers” are not in any way inconvenienced nor „Through Traffic” in any way impeded.

When the local passengers to be conveyed are sufficient to

require it, and the load the engine can haul will permit, South African Railway Administration carriages may be attached to the through trains between such points as may be necessary for the conveyance of such passengers.

In consideration of this service, the South African Railway Administration undertakes, when requested to do so, to haul all such carriages and other such vehicles brought by the Cape Administration Trough trains — as may be required — from and to Elandsfontein and Johannesburg stations free of locomotive charges to the Cape Administration and engages that unnecessary delay to either trucks or carriages shall not be permitted at either Elandsfontein or Johannesburg.

When the South African Railway Administration hauls the traffic between Elandsfontein and Johannesburg, the Cape Administration will not be entitled to train mileage, for the engines for this service between such points, but shall receive train mileage at the rate of one penny halfpenny ($1\frac{1}{2}$ d.) per train mile authorised by this agreement for hire of vehicles.

ARTICLE 23.

Stationary etc. for Through Traffic.

The Cape Administration and the South African Railway Administration shall provide — each at its own cost — such passenger-tickets, books, forms, stationary and all other requisites of the kinds at present, or which may hereafter be in use on the lines of the Cape Administration for booking, invoicing, recording and dealing with Through Traffic — with the exception that, at the Pretoria and Johannesburg Through Goods stations — the Cape Administration will provide its own stationary and consumable stores.

ARTICLE 24.

Through Bookings.

Through tickets shall be issued for passengers and through way bills for parcels and live stock from Cape Administration stations and sidings to South African Railway Administration stations and sidings and vice versa.

The division of receipts from such traffic to be on the terms provided for in this agreement, and to be effected by the accounting officers of the respective Administrations.

ARTICLE 25.

Liability for Damage.

Each Administration binds itself to make good any damage done through default of its employés.

ARTICLE 26.

Hiring of Vehicles.

In the event of a deficiency arising in the supply of carriages, trucks or other vehicles belonging to the Cape Administration, the South African Railway Administration shall render such assistance as it is in a position to afford and the charge for the service shall be at the following rates, which scale of charges shall apply to both Administrations in the case of exchange of rolling stock, viz:

Short trucks carrying 6 tons or under, per 24 hours 2 s / 6 d.

d°. d°. 10 tons and over 6 tons " " 4 s / —

d°. d°. 12 tons and over 10 tons " " 5 s / —

Passenger rolling-stock to be charged fifty per centum (50 %) extra.

When hired trucks, for which a special rate per hour shall be levied, are delayed beyond the authorised time double the foregoing charges will be levied for such periods.

Where trucks have been loaded to any station on the lines of another Administration, the time allowed for return shall be:

For distances under	50 miles	120 hours	
”	”	”	150	” 144 ”
”	”	”	300	” 168 ”

and an additional 24 hours for every 150 miles.

In calculating the hire Sundays, New Year's Day, Good Friday, Easter Monday, Whit Monday, Christmas and the following day and the President's birthday, shall not be included.

In calculating the time allowed before a fine accrues, the distance in running in each direction shall be reckoned.

The foregoing hire charges shall be calculated per hour of time the vehicle is absent from the line of the Administration owning it.

In cases of trucks stopped for repairs, where it can be shown to the owning Administration that the delay was unavoidable, the hiring charge shall be levied only for such time as would ordinarily be occupied if the vehicle had not been so delayed. For passenger rolling-stock delayed beyond the above named period, such special terms shall be made as circumstances may require.

ARTICLE 27.

Complaints as to shunting.

In the event of the officers of the Cape Administration having reason to complain of the manner in which the shunting is performed at any station, circumstances shall be brought to the notice of the Principal Local Officer of the South African Railway Administration by the Principal Local Officer of the Cape Administration and these officers shall proceed to institute a joint personal enquiry into the circumstances of the case and provide such remedy as may appear to be called for,

but, failing their being able to do so, or to agree, then a report containing full detailed particulars shall be furnished to the heads of their respective departements, who shall thereupon take such action as may be required.

ARTICLE 28.

Transmission of Telegrams.

Both Administrations shall have the right to transmit telegrams or messages relating exclusively to the railway business of either or both, free of charge over the public telephone or telegraph wires of the Government of the Cape Colony and the lines of the South African Republic Administration, subject to the regulations of the Telegraph Department then in force and the condition that the telegraph will be used only when communication by letter or other means is not sufficiently expeditious.

ARTICLE 29.

Conveyance of Stores.

The following arrangements in regard to the supply and conveyance of stationary and stores for the equipment and working of the Vaal River—Johannesburg—Pretoria section by the South African Railway Administration and for the working of the Cape Administration shall obtain:

(a.) The Cape Administration shall provide the South African Railway Administration with such printing, stationary, and stores, on application at the same cost as would be charged if supplied to one of its own stores.

(b) All stationary, stores, furniture, und appliances, required for the use or equipment of the Petoria and Johannesburg goods sheds and an engine turntable for Johannesburg shall

be conveyed over the Cape Gouverment Railways free of charge.

(c) All articles, without any exception, required for the construction, equipment and exploitation of the South African Railway Administration's line shall be conveyed over the Cape Colonial lines at the rate of two pence (2d) per ton per mile, with the exception that consignments weighing less than one hundred pounds (100 lbs) may at the discretion of the Cape Administration be charged for as one hundred pounds (100 lbs).

(d) All stationary and stores including coal, required for the exclusive use of either Administration shall be conveyed and hauled over the Vaal River Johannesburg—Pretoria section free of charge in either direction.

ARTICLE 30.

Adjustment of accounts.

The accounts of the respective Administrations shall be presented each to the other quarterly and a quarterly settlement of amounts due from the Cape Administration to the South African Railway Administration and vice versa, shall be made within fourteen (14) days after the presentation of the account, or, subject to arrangement in such manner as may be mutually agreed to between the accounting officers of the respective Administrations.

The accounts as presented must be paid in full and any disputed term adjusted in the following quarterly accounts.

Should it be desired by either Administration that the settlements be effected either half yearly or monthly, the matter to form the subject of mutual agreement between the respective accounting officers.

ARTICLE 31.

Charges not specially provided for.

The Cape Administration shall work the through traffic over the section Vaal River—Johannesburg—Pretoria at the actual working cost provided that of any expenses for working reasonably and necessarily incurred over and above those provided for in the preceding sentence, an account shall be furnished to the South African Administration for adjustment in the spirit of this clause.

Similarly, should any matter not included in the foregoing, require adjustment in the interests of the South African Railway Administration, it shall be submitted to the Cape Administration for settlement in the same basis.

GENERAL.

Cape trains and Staff subject to South African Railway Rules and Regulations.

ARTICLE 32.

The trains of the Cape Administration shall, while in the territory of the South African Republic, be subject to all the rules and regulations, either now or hereafter existing, of the South African Railway Administration, and all the staff, while travelling with such trains as while at the stations or places of the latter Administration shall be similarly subject to the rules and regulations aforesaid provided, however, that the staff at the goodsheds at Pretoria and Johannesburg shall be subject to the special obligations imposed upon them by the Cape Administration. The Cape Administration so far as its staff and the working of the Through trains are concerned, within the Territory of the South African Republic, shall be subject to all

laws, rules and regulations made or to be made, approved of, or to be approved of by the Government of the South African Republic and to all obligations imposed upon the South African Railway Administration by the aforesaid concession granted to it by the Government of the South African Republic.

ARTICLE 33.

Mutual Co-operation and Assistance.

All officers and employes of each Administration are required to mutually co-operate with each other in furthering the efficiency and economical working of their respective Administrations and in case of need to render — each to the other — assistance in men and material, so far as this can be done without serious inconvenience to either Administration, as far as possible as if the two Administrations were one whole.

All members of the staff of each Administration shall be strictly enjoined at all times to do all that is possible to work in harmony and unison.

ARTICLE 34.

Complaints against Staff.

In the event of any employé engaged making himself objectionable or otherwise so misconducting himself as to give the South African Railway Administration reasonable ground for complaint, such employé shall be removed upon the application of the Principal Officer of the South African Railway Administration.

ARTICLE 35.

Investigations.

The Principal Officer of the South African Railway Administration, or such other officer or officers, as he may depute,

shall at all times, have the right of access to the Goodssheds of the Cape Administration, of inspecting the books, consignment notes, and all other vouchers especially those necessary for the proper control of the Through Traffic over the line of the South African Railway Administration, of auditing the accounts and of making enquiries into the method and cost of working; and further, the said Principal Officer may make any representations that he may deem expedient in regard to the above matters — either to the officials of the Cape Administration in charge of the goodssheds or to the Principal Officer of the Cape Administration for the District or System and failing redress — may make representations direct to the General Manager of the Cape Government Railways or to the Colonial Government.

The Principal Officer of the Cape Administration in charge of the goodssheds at Johannesburg and Pretoria shall supply, at the cost of the South African Railway Administration with a daily report stating the quantity, class and names of consignees and number of the vehicles of each and every vehicle separately, and shall afford every facility to all South-African Railway Administration officials in the conduct of enquiries.

ARTICLE 36.

Appointment of Staff.

With a view to obtaining uniformity in working and practice upon the lines of both Administrations, one third ($\frac{1}{3}$) of the staff of clerks and checkers and other employés of whom more than two (2) of the same grade and occupation are engaged at the same station — employed by the Cape Administration at either Pretoria or Johannesburg — shall be nominated by the Principal Officer of the South African Railway Administration — but such employés shall be paid by and at such rates as the

Cape Administration may determine and they shall further be entirely subject to the Cape Administration.

In the event of any employé so engaged being found unsuitable, an intimation to that effect shall be made to the South African Railway Administration and such employé shall thereupon be either retransferred to the service of the South African Railway Administration or his services dispensed with, as may be deemed most expedient to the Cape Administration.

ARTICLE 37.

Determination of Through Rates.

The Cape Administration shall have the exclusive right of fixing, advertising, but at its own cost, and varying from time to time, as it may determine, such fares and rates and other charges on and for the conveyance of Through Traffic — subject to the payment to the South African Railway Administration of the proportion of the fares as agreed upon — unless some other division of the fares or rates shall in any case or cases be mutually agreed to by the two (2) Administrations, and subject also the provisions:

(a.) That the Cape Administration in fixing Through Fares and Rates:

1. Shall not make the difference in fares and rates from or to any station of the South African Railway Administration greater than the maximum amount authorised by the concession granted by the Government of the South African Republic and dated 25th June 1890.

2. The Through mileage-rates between Cape Administration stations and South African Railway Administration stations shall in no case be higher than the sum of the local rates on each Administrations System.

3. In fixing the Through fares, shall not make the rates between the Vaal River and Cape Administration stations, higher than the maximum rate authorised by agreements existing between the Cape and the Orange Free State Governments.

4. The Cape Administration shall not charge a higher rate per mile on „Through Traffic” for the whole distance than at the rate per mile authorised by the South African Railway Concession.

5. The sum of both terminal charges as calculated by the Cape Administration for the public shall not be more than double the amount paid over by the Cape Administration to the South African Railway Administration as its terminal charge.

6. The cartage-charges to be paid by the public shall not exceed the approximate cost paid by the Cape Administration for such service.

ARTICLE 38.

Cartage Charges.

It is understood that any cartage charges incurred by the Cape Administration in the collection and delivery of goods shall not be paid by the South African Railway Administration unless the same shall have been agreed to by it.

ARTICLE 39.

Division of Through Traffic.

The Cape Administration shall derive all revenue arising from „Through Traffic” but shall pay to the South African Railway Administration thereout such maximum sums as they may be entitled to under their Concession dated 25th June 1890 from the Government of the South African Republic, or such other sums as may hereafter be mutually agreed upon, with the

exception that, the allowance for terminals, shall be at the rate of one penny (1 d.) per one hundred pounds (100 lbs.) for all goods traffic and the scale of payments in respect of consignments of goods weighing less than one (1) Ton and of traffic, — such as vehicles etc. — shall be at the rate now in force upon the Netherlands South African Company's Line — a copy of which tariff is appended hereto — annexure A.

ARTICLE 40.

All Revenue to be paid over to Cape Administration.

All revenue from Through Traffic whether collected by the Cape or by the South African Administration shall be paid over to the Cape Administration, whether such traffic arrives from or goes to Johannesburg, Elandsfontein, Pretoria or other intermediate stations north of the Vaal River.

ARTICLE 41.

Vereeniging station Traffic Receipts and Cape Railway Coal.

In the case of traffic between „Vereeniging” Station and stations south of the Vaal River — the payment to the South-African Railway Administration for terminal and mileage service shall be at the rate authorised by the Concession — unless otherwise advised by the South-African Railway Administration — but coal intended exclusively for use on the Cape Government Railways, shall be allowed to be conveyed free of charge.

ARTICLE 42.

Adjustment of Claims.

All claims arising on „Through Goods Traffic” received at or forwarded from the goods-sheds at Pretoria or Johannesburg, shall be dealt with and paid out to the public direct by the officers of the Cape Administration.

ARTICLE 43.

Additional Accommodation required.

In the event of the Cape Administration requiring at any time additional sidings, loops, passingsplaces, buildings, platforms and other facilities for the efficient performance of its work and for the passage of trains — it shall make application therefore to the South African Railway Administration and the requirements shall be mutually agreed upon between representatives of the respective Administrations and provided by the South African Railway Administration at its cost.

Failing agreement, the question shall be submitted to the Government of the South African Republic, whose decision shall be final.

ARTICLE 44.

Accident Responsibility for.

In cases of accident, the cause of which cannot be traced, involving damage to the property of or loss to either Administration, the cost of its own damage or loss, shall be borne by the Administration concerned, excepting in cases of injury to passengers, when failing mutual agreement, the proportion (if any) to be borne by each shall be settled by arbitration, in terms of the Arbitration Clause of this agreement.

ARTICLE 45.

Arbitration Clause.

All disputes and questions arising between the Cape Administration and South African Railway Administration in respect of the working of this agreement, and of the terms thereof

shall, except where otherwise provided for, be referred to two (2) Arbitrators one of whom shall be appointed by each Administration.

Before proceeding to the question such two Arbitrators shall appoint an Umpire, who shall decide on all matters upon which the Arbitrators may not agree.

Failing agreement in the selection of an Umpire, such Umpire to be appointed by the High Court of the South African Republic.

All decisions of the Arbitrators and Umpire shall be final and binding on both Administrations.

ARTICLE 46.

Alterations or Additions to this Agreement.

In case at any time it shall be found necessary or desirable to make any alterations or amendements of the conditions of this agreement, such alterations shall be decided upon by agreement between the Colonial Government and the Board of Directors of the Netherlands South African Railway Company and subject to the approval of the Government of the South African Republic.

ARTICLE 47.

Formal Approval.

This agreement is subject to the formal approval of the Government of the Cape Colony and the Board of Directors afore said, which approves the signatories hereto bind themselves to obtain with the least possible delay.

ARTICLE 48.

Approval of the Government of the South African Republic.

This agreement is also subject to the approval of the Government of the South African Republic.

(sgd.) J. SIVEWRIGHT

*Commissionair of Crown Lands and Public
Works of the Cape Colony.*

(w. g.) VERLOOP.

*Chef der Exploitatie of the Netherlands South
African Railway Company.*

The Government of the South African Republic hereby signifies its approval of the foregoing agreement.

(sgd) S. J. P. KRUGER

State President.

(sgd) Dr. W. J. Leijds

State Secretary.

Dated at Pretoria this tenth day of December 1891.