

TRAFFIC STATEMENTS.

Of the results of working, of which details are in the enclosures of this report, the following figures give a rough statement:—

	1895.	1894.
Mean length in working	754 kilos.	445 kilos.
Number of day kilo.	275,210 "	162,333 "
" " Train "	3,395,553 "	1,608,557 "
" " Passengers 1st	296,614	137,462
" " " 2nd	371,979	327,002
" " " (coloured)	399,732	232,991
" " " travelling on Govt. authority	2,273	901
Baggage (English lbs.)	3,056,258	1,562,885
Parcels " "	4,691,351	2,915,333
Smalls " "	22,204,004	6,228,825
Ordinary goods " "	542,468,639	403,003,351
Rough goods " "	1,677,778,727	1,145,144,513

The receipts were as follows:—

	1895.	1894.	1893.
Passengers and baggage	£329,562 13 5	£152,415 3 3	£124,919 6 10
Goods and live-stock ...	1,031,626 0 4	523,966 6 5	398,378 15 0
Telegraph	3,813 19 3	2,263 15 11	904 13 6
Import duties	137,337 2 3	56,536 9 5	47,370 2 11
Sundries	47,731 18 0	62,200 7 0	38,840 1 8
Totals	£1,550,071 13 3	£797,382 2 0	£610,412 19 11

The sundries include the monies earned by letting of refreshment rooms, book-stalls, etc., rent of house, storage, rolling stock in use by contractors, and compensation for the use of our pier at Lourenco Marques.

Cost of Working in 1895	£668,297 15 2
" " " 1894	388,239 15 10
" " " 1893	255,918 0 7

Finally we give here a comparative statement of the principal traffic figures.

	1895.	1894.	1893.
Receipts per kilo. length	£2,055 15 11	£1,791 17 5	£1,811 6 3
" " day kilo.	5 12 8	4 18 3	4 19 4
" " train kilo....	0 9 1½	0 9 11	0 10 5½
Cost per train kilo.	0 3 11½	0 4 10	0 4 4½
Traffic cost in percentage to receipts	48.49 per cent.	48.68 per cent.	41.92 per cent.

When comparing the above it must not be lost sight of that the larger portions of the line were irregularly brought into working, as the sections were from time to time opened for traffic; this greatly influenced the eastern line in 1893 and 1894, and the south eastern line in 1895.

TARIFFS.

Our principal rates have met with no alteration except a small classification alteration, and the reduction on South African agricultural products.

Some special rates for the conveyance of some goods in local traffic, and for the exportation of some products came into operation this year, together with the tariffs fixed in the past year for through traffic with the Natal Government Railways.

FINANCIAL STATEMENT.

As mentioned in our previous report, the expenditure for the railway line from Charlestown to the connecting point on the southern line near Elsburg, was estimated at £1,250,000, of which an amount of £760,000 would be covered by the Natal Government, £800,000 four per cent. obligation to be sold at 95 per cent.

Of the loan £1,250,000 remained in portfolio £450,000

When in September an offer was made to purchase the obligations in hand in portfolio for more than 100 per cent., the same was accepted and approved of by the Government, and it was decided to discharge a similar amount at 5 per cent. obligation.

When compiling our building account it was found that the means on hand allowed us to increase the amount to £450,000 (5,400,000 guilders) and 6,873,500 guilders in order to reduce the rent.

Therefore, on the 31st December, 1895, the balance of 5 per cent. debentures was paid up, being 3,874,500 guilders and 3,000,000 guilders of the 5 per cent. loan of 1891, which are shown on the balance sheet, representing an amount of 8,940,000 guilders in accordance with the conditions of the loan were disposed of by ballot.

The obligation set aside for payment was disposed of by ballot in November.

The entire loan of £1,250,000 is now shown on the balance sheet.

In regard to some of the headings on the balance sheet, the following information may be useful:—

The construction (railway) account was increased by 2,888,034·905 guilders (£240,669 11s. 6d.). The increase is due partially to the expenditure on the siding for Barberton, which was not completed on the 31st December. Also through the heavy cost of ballasting, and having the main line in working order on the 1st January, 1895, and lastly in consequence of the important extension of works, of which an amount of 1,094,309·90 guilders (£91,192 9s. 10d.) was expended in 1895, and paid from the money in the reserve fund.

This construction account was reduced by the value of the articles of goods mentioned in the inventory statement, which was brought over to a separate account.

The construction account of the tramway is increased by 158,412·55 guilders (£13,201 0s. 11d.) on account of the extension of works, the cost of which was paid out of the reserve fund.

The Natal line has cost in 1895, 7,419,398·96 guilders (£618,282 16s. 8d.), and the money expended on the railway, Krugersdorp to Klerksdorp, was 557,430·73 guilders (£46,452 11s. 3d.).

Through the placing in working order of 29 engines, the value of our locomotive stock has been increased by 887,000 guilders (£73,916 13s. 4d.), and on the 31st December we had 119 engines in working order.

Our rolling stock was also largely increased in number, and the value increased by 1,402,877·885 guilders (£116,906 9s. 10d.).

Additional sheet No. 6 gives a specification of 152 engines, and 2,676 of other vehicles. Of this number, however, 33 engines and 663 other vehicles were not used on the 31st December.

After the dissolution of the contract with Mr. Watkins, the building of the

Barberton line was taken into our own hands, the payment of which was made by the sale loan of £330,000 to the Delginsfonds. The amount of the obligations in the portfolio was reduced thereby by 1,191,600 guilders (£99,300).

The new heading shown as "Mail Transfers from South Africa" showing the amounts which were on the road as remittances on the 31st December from Africa to Europe.

In consequence of the issue of the 4 per cent. obligation loan amounting to £1,250,000, the heading "Currency," difference is increased, notwithstanding the currency difference of the loan, was deducted on the payment of a portion of the 5 per cent loan.

The allotment, which was deducted from the balance to the exploitation account, amounted in 1895 to 236,000 guilders (£19,666 13s. 4d.).

In the reserve fund of the tramway of this year has been placed 214,839·63 guilders (£17,903 6s. 0d.) of which, however, an amount of 158,412·55 guilders (£13,201 0s. 11d.) was expended for extensions, and 5,694·15 guilders (£474 10s. 3d.) for extraordinary repairs. The fund has been increased, as well as by the loan, by 50,732·93 guilders (£4,227 14s. 10d.)

Be it hereby noted that the decision of the Executive Council of the 7th January, 1891, allowed us to accept, as a basis for stipulation, the annual payment into the reserve fund of the proceeds of 1894 on the tramway line, and, therefore, the separate booking of such proceeds was cancelled.

In the reserve fund of the railway has been placed a balance of 241,733·85 guilders (£20,144 9s. 9d.) viz: the difference between the amount of 1,650,120·80 guilders (£137,510 1s. 4d.), and what has been paid for extensions 1,094,309·90 guilders (£91,192 9s. 10d.), and for repairs 314,077·05 guilders (£26,173 1s. 9d.).

The latter also includes the cost caused by the destruction of the Kaap River bridge amounting to 125,019·30 guilders (£16,251 12s. 2d.).

Enclosure No. 2 shows the condition of the reserve fund.

The amount shown under the heading of "Superannuation Fund," represents the balance not invested of the extraordinary receipts collected on account of the fund.

The Delginsfonds shall be increased this year by an amount of 257,350 guilders (£21,445 16s. 8d.). The purpose of this fund has been fully described in our previous report.

After deducting from the clear account of the exploitation account the rental and amortisation loan, and the assured dividend, there remains an amount of 4,350,508·205 guilders (£379,299 0s. 4d.).

According to Article 34 of the concession, 90 per cent. is to be paid out, or 4,095,457·385 guilders (£341,288 2s. 4d.) so that as an extra profit remains the sum of 455,050·82 guilders (£37,920 18s. 0d.).

We would advise to issue thereof an amount of 420,000 guilders for payment of 30 guilders or 3 per cent. super-dividend on all shares in accordance with Article 38 of our Statutes, so that after the payment on the 2nd January of 22·50 guilders (£1 17s. 6d.) on the shares of the second series, and of 30 guilders (£2 10s.) on all other shares, on the 1st July a dividend of 52·50 guilders (£4 7s. 6d.) on the shares of the second series, and of 60 guilders (£5) on all other shares will be paid out.

The receipts for the year 1895 have greatly exceeded our expectations; they testify to an unknown flourishing condition, not only for the gold industry, but also to other sources of prosperity. Although Johannesburg proves to be the most important station for goods traffic, nevertheless we see that other stations contributed to an important degree to the receipts.

The year now commenced will prove the influence of the opening of the Natal

line. The harbour of Durban has already drawn a considerable amount of traffic, and it is expected that each of the three routes will claim a sufficient paying portion of the importation and exportation, so that a killing competition will be obviated if none of the competing railway administrations try to master too large a proportion of the traffic at the cost of the others. Next to the different rates for traffic, the geographical position, and the institution of various harbours will remain of great importance in regard to the portion of traffic claimed by the three routes.

The prospects of the newly commenced year are favourable. From the under-mentioned comparative statement it will be observed that during the first four months the receipts have considerably increased.

It must not be lost sight of, however, that the length of line in working order was during four months in 1895 about 693 kilo., and at the commencement of 1896 963 kilo.

According to the telegraphic statements the receipts for the first four months are as follows:—

1896.		January.	February.	March.	April.
Railway receipts	...	£135,100	£195,100	£194,500	£206,500
Import duties	...	13,900	16,100	18,300	15,900
Coal Mine—Springs	...	3,100	4,500	4,700	4,900
Totals	...	£172,100	£215,700	£217,500	£227,300
1895.					
Railway receipts	...	74,900	60,330	85,150	96,300
Import duties	...	6,500	3,870	8,100	8,700
Coal Mine—Springs	...	4,100	4,100	3,890	3,900
Totals	...	£85,500	£68,300	£97,140	£108,900

NETHERLANDS RAILWAY COMPANY.

GENERAL REGULATIONS.

ARTICLE 1.—Whenever the words “administration” and “manager” occur in these rules and regulations, they apply respectively to the administration and the manager of a railway or steam tramway.

ARTICLE 2.—A copy of the time-tables regulating the running of trains is posted up in the waiting-rooms in a conspicuous place.

ARTICLE 3.—The waiting-rooms are opened to the public at least half an hour before the departure of every train, and remain open until the train has left the station.

ARTICLE 4.—Whenever the traffic is interrupted, or when the usual means of conveyance are insufficient, conveyance cannot be claimed by any particular train.

ARTICLE 5.—The name of every station and stopping-place is exhibited so as to be readily and distinctly seen from the train.

ARTICLE 6.—All payments are made in currency recognised by the Government of the South African Republic.

The administration is not compelled to accept in payment any foreign coin or bank-note which may be refused in Government offices.

ARTICLE 7.—In relation to the conveyance of goods or any other articles on railways or steam tramways, the consignor is held to be—as long as no advice of the arrival of the consignment has been given—the person who has entrusted the goods for conveyance; and, as soon as such advice of arrival has taken place, the consignee is held to be the person to whom the goods were invoiced (or addressed).

In this respect the administration is not bound to follow any other instructions than those given by the consignor.

When, however, the consignee has been advised of the arrival, the railway or tramway officials must act according to his directions.*

ARTICLE 8.—All papers, documents, permits, etc., which in conformity with the laws, regulations, and prescriptions of the Government of the South African Republic, in respect of import duties, taxes, or any other subject, are required for the conveyance of goods, must be provided by the consignor, and—according to the conditions of consignment—joined either to the consignment note or to the address label, on which

* Explanatory remark of the Neth. S. A. Railway Co.: The consignor has the right to request either the return of his goods, or their delivery to another person than the consignee mentioned in the consignment note.

The station officials are bound to give effect to his request whenever they receive it, either by letter or telegram, before the consignee has been advised of the arrival of the consignment; provided: (1) That the forwarding station is requested by the consignor to authorise the station of destination to follow his instructions; or (2) that the necessary instructions are given directly to the station of destination, without interference from the forwarding station.

In case of urgency, it is at first sufficient for the consignor to request the station of destination not to deliver the goods, stating at the same time that the authorisation of the forwarding station will follow; he must subsequently act as above prescribed. The forwarding station, in such cases, is bound to see that the duplicate invoices or goods receipts eventually delivered are returned.

they have to be clearly mentioned. When no such mention occurs, the administration is not responsible for those papers, documents, etc., etc.

The consignor is and remains, as long as the consignee has not taken his place, responsible for the validity of those documents, and all costs arising from his neglect to observe any prescription of the law, the regulations, or the Government, are on his account.

ARTICLE 9.—The consignor, during the time of loading and conveying, and the consignee, at the time of unloading, are responsible for any damage caused to the rolling stock and plant of the administration by animals, goods, or things of any kind whatever.

ARTICLE 10.—Goods, live-stock, and vehicles cannot be taken for conveyance except from and to the stations mentioned in the tariffs as open for such traffic.

ARTICLE 11.—All articles which, at the expiration of one month after arrival of the train on which they were placed for conveyance, have not reached their place of destination, are considered as lost or missing.

ARTICLE 12.—All articles not of a perishable nature found on a train or at a station are temporarily taken in charge by the stationmaster, who, after having registered them, hands them over to the police, with the formalities prescribed by the administration with the Government's sanction.

Articles of a perishable nature, or which seem to be spoiling whilst being in charge, are sold by the railway or steam tramway officials in whose custody they are, the amount realised by the sale being then held to be "goods found," and disposed of as such.

ARTICLE 13.—A consignment note filled up on a printed form, signed legibly by the consignor, and bearing the stamp of the administration, must accompany all goods (excepting luggage and parcels), live-stock, vehicles, and corpses taken for conveyance.*

ARTICLE 14.—The delivery of goods (excepting luggage and parcels), live-stock, vehicles, and corpses, takes place when the consignment note is returned to the railway or steam tramway officials, and the stamp is cancelled as evidence of delivery; or when the goods are otherwise duly receipted for by the persons who receive them; and, if they were not forwarded "carriage paid," the amount due for freight and all incidental charges is to be paid before delivery. All hired covering sheets have to be returned.

ARTICLE 15.—Goods imported into the territory of the South African Republic, and sent to stations where there is a Custom House, are unloaded there and placed in charge of the revenue officers.

All freight and other charges due to the railway have to be paid before goods can be deposited in a bonded warehouse, in the name of the consignee.

The consignee has himself to provide, on his own account and at his own risk, for the removal of the goods from the Custom House under the supervision of the revenue officer.

Charges according to tariff are made for goods kept at the Custom House, where, however, they cannot be left longer than three days.

ARTICLE 16.—Whenever the freight and other railway charges are not paid within three days, the goods are deposited in the Government or railway warehouse, in the name of the railway, but on account and at the risk of the consignee.

* Explanatory remark of the Neth. S. A. Railway Co.: Station officials are bound not to accept wholly or partly sealed consignment notes.

In that case the consignee is bound to pay to the administration—besides the amount due for storage at the Custom House and removal to the warehouse—a sum equal, as a maximum, to twice the amount of the warehouse charges incurred; one-half of that sum going to the warehouse in settlement of dues, and one-half to the railway as compensation for rent and administrative expenditure.

ARTICLE 17.—Whether the goods are cleared at their place of destination or at an intermediate station, the consignee is bound to provide for the proper declaration of goods which have arrived under Government's seal, or about which formalities are required.

Before goods, with the documents relating thereto (for which documents a separate receipt is obtained) are delivered to him, the consignee must see that all necessary formalities are complied with, that the goods, if required, are produced for inspection, and that all permits and other documents are cleared in due time. By neglecting to do so, he renders himself liable to all the consequences of his omission.

At the request of the consignee, the administration may, directly or through the intervention of another person chosen by itself, undertake, under the responsibility of the consignee, the fulfilment of the formalities and the clearance of the goods and of the documents, upon payment by the consignee of the tariff charges. The administration is not, however, bound to do so.

ARTICLE 18.—Should the consignee either refuse to receive the consignment or refuse or neglect to pay the freight and other charges arising therefrom, the administration wires to the consignor a request for instructions as to the steps which he may wish to be taken; and if no satisfactory reply or no reply at all is received within twenty-four hours, then the administration may either:

(a) Return the consignment to the forwarding station at the disposal of the consignor, who can obtain delivery of the same on payment of the freight for the double journey and of all incidental charges, such as demurrage, storage, etc.;

Or (b) cause, on account and under the responsibility of the consignee, the consignment to be unloaded, deposited in the goods shed or elsewhere, and wholly or partly sold, with or without the consignee's knowledge. From the proceeds of the sale the administration is authorised to retain the amount due for freight and other incidental charges; and the balance, if any, or the unsold portion of the consignment is, on application to that effect, handed over to the person entitled to receive it.

A refusal to receive the consignment or to pay all dues entails the forfeiture of the consignee's and consignor's rights against the administration.

ARTICLE 19.—The prescriptions of Article 18 (a and b) are applicable in the case that the consignee cannot be found at the place of destination of the consignment. Should anything have been delivered to a consignee and no payment of dues have followed the delivery, the administration has the right to act according to Article 18 (b), in regard of other things intended for the consignee, and which are or may come into its possession.

ARTICLE 20.—The administration may claim, according to tariff:

(a) Compensation for blank forms and eventually for copying, filling up, and stamping consignment notes; for the use of weighing machines, cranes, and other unusual appliances; for the fulfilment of the Custom House formalities; for the return freight of goods which could not be delivered or the acceptance of which was refused; for the detention of trucks and the use of

its grounds, sheds, or store-houses; for receipts given by the administration; and for meeting advances and reimbursements;

- (b) Smart money and conventional fines in consequence of wrong declarations as to the kind, description, and weight of goods.

SECTION II.

RESPONSIBILITY.

ARTICLE 21.—Save the provisions of Articles 24 and 25, the administration is generally responsible for loss of or damage to goods entrusted to it for conveyance, occurring through the fault of its manager, officers, or servants.

ARTICLE 22.—The responsibility of the administration in respect of goods entrusted to it for conveyance, ceases as soon as their delivery has taken place. If the administration has undertaken the cartage of the consignment, its responsibility ceases as soon as the goods have been brought before the residence or storehouse of the consignee.

ARTICLE 23.—In connection with the foregoing provision, the administration undertakes the conveyance of goods, at the choice of the consignor, under the following conditions, viz.:

- (a) The administration binds itself to deliver the goods received for conveyance, in outwardly good condition, at their place of destination, and is responsible for the non-fulfilment of this obligation, inasmuch as it cannot prove that this was the result of circumstances for which it could not reasonably be held accountable.

Such circumstances are, among others:

Higher might or greater might, fault of consignor or consignee, defective condition, nature or properties of the goods, etc.

- (b) Conveyance at lower rates than under the foregoing provision, is undertaken on the principle of an agreement for the performance of a service, in virtue of which the administration is bound, merely and only, to convey the consignment, on its railway or tramway lines, to the appointed place of destination; but does not hold itself responsible for any loss or damage to which the consignment may be subjected by reason or in consequence of its being thus conveyed; the consignor taking upon himself all the risk of the conveyance.

ARTICLE 24.—The administration is not responsible:

- (a) for loss of or damage to:

1. Goods or articles of any kind, in consequence of fire, war, internal disturbance, storm, violence, and in general higher might or greater might;
2. Packages or parcels conveyed at luggage, parcels, or goods rates, the insured value of which does not exceed £10, and which contain such valuable articles as: precious metals and precious stones either rough or polished; jewels, pearls, and jewellery; gold and silver coin; banknotes or other papers of a nominal money value; title-deeds or other valuable documents; maps, prints, engravings or paintings; costly articles, substances, ornaments, and valuable things of any kind;
3. Goods conveyed in open, uncovered trucks, whenever the loss or damage might have been prevented by proper and sufficient covering;
4. Goods not properly packed or not sufficiently secured;

5. Carriages or other vehicles, unless their value is insured according to Article 30; velocipedes conveyed as luggage or parcels;
 6. Goods or vehicles placed, with or without covering, on open ground, either through want of sheds and covered places or of sufficient space therein, with or without the consent of the consignor or consignee;
 7. Goods warehoused, according to Article 16, on account of non-payment of freight and other charges resulting from their conveyance;
 8. Luggage conveyed without charge, not booked, badly packed up, or having old labels attached to it;
 9. Empties returned at reduced rates, such as casks, cases, boxes, etc., and what may be secreted therein;
 10. Smalls or packages of goods not properly packed up, marked, addressed or declared, or having old labels attached thereto;
 11. Explosives or dangerous substances and goods, the conveyance of which is authorised by the "Rules and Regulations for the conveyance of dangerous substances" or by resolution of the Government.
- (b) For damage to:
1. Packages, the contents of which are so different from each other that there is danger of breakage;
 2. Goods of a fragile nature, such as glasswares, slight delicate articles of furniture, cast-iron wares, jars or bottles filled up or empty, bells, clocks, pasteboard works musical instruments, stuffed animals, barometers, thermometers, medicines, articles made of bamboo, straw or other brittle material;
- (c) For goods sent to a station till further order or till called for, or deposited in the goods shed for the convenience of the consignee;
- (d) For ordinary leakage or spilling of liquids through joints, sutures or other openings without visible signs of damage, and for leakage resulting from defective casks, tincases, or other vessels;
- (e) For meat, fish, vegetables, fruit, game, eggs, bread, cheese, butter, ice, plants, and flowers, spoiled or decreased in weight;
- (f) For the spoiling of liquids or wares apt to ferment or deteriorate through the action of frost or heat.
- (g) For metals getting rusty.

ARTICLE 25.—The administration is not responsible:

- (a) For luggage, parcels, goods or vehicles the consignor of which offers to pay the insurance premium but will allow no inquiry as to the value of the consignment;
- (b) For damage resulting:
1. From insufficient fastening of covering sheets by the consignor;
 2. In loading and in transit, from improper loading by the consignor; and, in off-loading, from improper off-loading by the consignee;
 3. From loading or off-loading bulky or weighty articles, loaded or off-loaded by railway servants by request on the consignment note;
- (c) For loading and off-loading and for return or further conveyance and storage (in case the consignment was neither off-loaded nor accepted by the consignee), of explosives, the conveyance of which is authorised in terms of the "Rules and Regulations for the conveyance of dangerous substances" or by Resolution of the Government;

- (d) For goods, live-stock or vehicles :
1. Which, not having been off-loaded and taken away, are either sent back by the administration or off-loaded by the railway servants and placed and put up on the grounds or in the goods-sheds of the railway, or temporarily elsewhere ;
 2. Which are stored in the goods-sheds or placed temporarily elsewhere, when the consignee cannot be found or refuses to pay the freight and incidental charges ;
 3. Which have been left on the grounds, in the storerooms or on the trucks of the administration, on account of the consignor's or the consignee's want of attention to the prescriptions relative to the time of loading, off-loading, and taking away ;
- (e) For live-stock lost or injured in transit :
1. Through jumping away, falling, being pushed or thrown out, or frightened, hurting each other, choking, and similar causes, whenever the loss or injury occurs whilst loading and tying, or untying, and off-loading, whilst in transit, or whilst stopping at a station ;
 2. In consequence of the special dangers to which the conveyance exposes the animals, and for the prevention of which the presence of attendants is necessary.
 3. Resulting from the off-loading and stabling, in case that the animals are not off-loaded and taken away by the consignee ;
- (f) For the arrival in good condition of live-stock, when the animals are :
1. Sick ;
 2. Savage, wild or vicious ;
 3. Of small size, such as monkeys, dogs, cats rabbits, fowls, pigeons, birds, etc., forwarded in boxes, cages, baskets or bags ;
- (g) For articles put upon carriages or other vehicles loaded on railway trucks ; for loading or off-loading carriages or other vehicles—whether without or by request—with the help of railway servants ; and for off-loading, if the consignee does not off-load and take away the vehicles.

SECTION III.

INSURANCE AND COMPENSATION.

ARTICLE 26.—For luggage, parcels, goods, or live-stock lost or damaged, the administration, whenever in duty bound to do so in terms of these Rules and Regulations, grants to the interested parties, as compensation for the loss or damage actually sustained, a sum not exceeding the amount fixed by the special tariffs established for every class of goods.

In cases of damage, the amount of damage sustained must be proved by the interested person, and the value of the undamaged portion is deducted from the whole value.

ARTICLE 27.—In such cases, none can claim compensation in excess of the amount fixed by the tariffs mentioned in Article 26, unless the value of the consignment has been stated, and the luggage, parcels, goods, or live-stock have been insured by the administration, on payment of a fixed premium according to the insurance tariffs.

ARTICLE 28.—Any request for insurance of luggage, parcels or goods must be accompanied by a declaration stating the contents of the packages.

The insured goods must be so packed up that nothing can be abstracted therefrom without destroying the packing case or wrapper.

ARTICLE 29.—Railway or tramway officials have the right to ascertain whether the declared value of insured luggage, parcels, or goods is correct, and, for that purpose, to request the opening of the packages. If their request is denied, no insurance takes place.

ARTICLE 30.—For vehicles lost or damaged, the administration is bound only to give compensation when the value has been declared and the vehicles have been insured by the administration, on payment of the premium fixed by the insurance tariffs.

ARTICLE 31.—The insurance premium must always be prepaid.

ARTICLE 32.—The administration and the person obtaining the insurance give each other a declaration stating the value covered by the insurance.

ARTICLE 33.—The administration, upon discharge of its liability, gives to the person entitled to it, as compensation for the loss or damage actually sustained, an amount not exceeding the insured value.

ARTICLE 34.—Whenever the consignee claims compensation for damage or loss, he is bound :

- (a) In case of damage, to have the damage verified immediately on his taking over the goods, in presence of the stationmaster or any other qualified official, and to hand over his claim for compensation to the stationmaster, in writing and clearly specified, within three days from the arrival or delivery of the damaged consignment.
- (b) In case of goods lost or missing, to hand over his claim for compensation to the stationmaster, within fourteen days, from the day on which the goods lost or missing should have arrived and been delivered, or from the day on which he is advised of their non-arrival.

A specified statement of the missing goods must, in every case, be joined to the claim.

SECTION IV.

CONVEYANCE OF PASSENGERS.

ARTICLE 35.—Passengers are conveyed exclusively by the trains appointed for their conveyance.

ARTICLE 36.—For the convenience of the public, passengers may, however, be allowed to travel by goods train not indicated in the time-tables as open to passenger traffic, if, in the opinion of the administration, there is occasion for it, upon payment of a second class ticket for place in a goods wagon. These tickets can only be obtained at stations or sidings where goods trains stop and where railway officials are stationed.

Such conveyance takes place in every respect without any responsibility for the administration.

ARTICLE 37.—Passenger tickets are obtained at the stations of departure and from the guards in the train, and they are available only for the train for which they are issued.

Passengers may be requested to hand over the price of their tickets in money requiring no return of change.

ARTICLE 38.—In ordinary passenger trains there are at least two classes for white people, and a distinct class for kafirs and coloured people.

No native or coloured person can sit in a compartment intended for white people.

ARTICLE 39.—In mixed trains and in express trains there may be only one class of carriages for white passengers.

ARTICLE 40.—When a train, for any cause whatever, stops on the line anywhere else than at a station, siding, or stopping place, no passenger is allowed to step out of the carriages without permission from the head guard.

ARTICLE 41.—At the arrival of a train at a station or stopping place, to prevent accidents, the passengers are not allowed to leave the carriages before the doors have been opened by railway servants. At intermediate stations, sidings, or stopping places, the carriage doors are not opened except at the passengers' request.

ARTICLE 42.—Besides the penalty to which they render themselves liable according to the police laws for railways and steam tramways, travellers attempting to evade payment for their conveyance are expelled from the train.

ARTICLE 43.—Passengers who take place on a train at a stopping place not mentioned on the tariff tables, have to pay the price of a ticket from the preceding station mentioned on the tariff tables.

ARTICLE 44.—Passengers who leave the train at a stopping place not mentioned on the tariff tables, have to pay the price of a ticket to the next station mentioned on the tariff tables.

ARTICLE 45.—Passengers who wish to pass from the second to the first class must take an additional ticket of the lower class next to the second class, from the station or stopping place where the change has taken place.

If the change of place occurs between two stations, the guard must at once be informed of it, and the additional ticket be taken from the next station or stopping place mentioned on the tariff tables in the direction wherefrom the train is coming.

SECTION V.

CONVEYANCE OF LUGGAGE, PARCELS, AND ARTICLES OF VALUE.

ARTICLE 46.—Luggage includes all the travelling requisites taken by a passenger for himself and those who accompany him, such as trunks, portmanteaus, travelling bags, hat boxes, and such other articles.

ARTICLE 47.—The railway or steam tramway official, whose duty it is to receive luggage for conveyance, decides, in disputed cases, whether the articles taken by the passengers may or not be held as luggage.

ARTICLE 48.—Luggage, for the conveyance of which no payment is required, is conveyed in the luggage-van, or, if there is room enough, and the luggage consists of small, easily portable articles, which in the judgment of the guard may without hindrance be placed under the passenger's seat or in the luggage net above it—in the carriage wherein the passenger takes his place.

The passenger must himself attend to the proper labelling, loading and off-loading of his luggage.

ARTICLE 49.—Passengers are at liberty to leave their luggage in the carriages in which they have taken a seat, provided that nothing in this matter be done in contravention of the prescriptions of the law relative to import duties and taxes.

ARTICLE 50.—Conveyance may be refused for luggage which in the opinion of railway officials is not properly packed or has old labels still attached to it.

ARTICLE 51.—Luggage which may be conveyed without payment is not booked unless at the passenger's request, who then has to pay according to the tariff rates.

In case of excess luggage, the whole luggage must be booked and freight paid for the excess weight, according to the tariff rates.

Exhibition of the passenger's ticket may be requested before the luggage is booked.

ARTICLE 52.—Booked luggage cannot be taken by a passenger in his carriage, but must be put into the luggage-van.

A receipt of booked luggage is given to the passenger, on presentation of which the delivery takes place, without any occasion for inquiry as to the identity of the receipt-holder.

ARTICLE 53.—Booked luggage not taken away within 24 hours after arrival, is, on account and at the risk of the passenger, taken in custody and delivered on payment of storage according to tariff rates.

ARTICLE 54.—Every passenger must himself see to it:

- (a) That his booked luggage is duly loaded and off-loaded at the place of destination.
- (b) That it is properly labelled with his name and the name of the place of destination.
- (c) That no old address or label is attached to it.

ARTICLE 55.—Should there be eventually no available room left, the administration has the right to convey excess luggage by one of the next trains following that by which the passenger is or should be taken; and, in that case, the passenger may, without any additional charge, have his ticket exchanged for another allowing him to take the train by which his luggage is conveyed.

ARTICLE 56.—Luggage not called for by the owner within one month after arrival, is, in terms of Article 12, handed over to the police.

ARTICLE 57.—Consignments of or under a certain weight are always conveyed as parcels, unless the conveyance as normal goods is positively requested.

Consignments exceeding either the maximum weight or corresponding number of cubic feet in dimension, are not necessarily taken for conveyance as parcels. Should, however, the address label contain a request to that effect, they may be conveyed as parcels, if the service permits of its being done.

ARTICLE 58.—Every consignment consists of a single package. If several packages (*colli*) are taken for conveyance to the same address, every package is held to be singly consigned.

ARTICLE 59.—Packages are charged for freight according to tariff rates. The freight charge is increased 50 per cent. and levelled up to sixpence for:

- (a) All bulky packages.
- (b) Packages the contents of which are taken for conveyance at owner's risk, as mentioned in Article 24 (b2).
- (c) Packages the contents of which are such as not to allow of any other article being placed upon them without causing damage. To that category belong paintings, engravings, baskets containing victuals, etc.

ARTICLE 60.—Consignments consisting of gold and silver coins, banknotes and other valuable papers, precious metals and precious stones (rough or otherwise), jewels, jewellery and pearls, as well as other sorts of goods, substances, or articles, of which the value exceeds £3, are taken for conveyance as parcels only, on payment of the tariff rates, and after having been insured by the administration.

ARTICLE 61.—The administration may refuse to convey parcels not properly or

sufficiently packed up or containing goods or things of a perishable nature, which, in terms of Art. 24 (*a* 4, *e* and *f*), are conveyed without responsibility for the administration.

ARTICLE 62.—The consignee is advised—by post if expedient—of the arrival of a package, and, on calling for it, must produce the advice note and give a receipt.

ARTICLE 63.—If the consignee thinks that the package is damaged or not in good order, he has the right to have its condition examined at once by the railway official in presence of two witnesses.

ARTICLE 64.—Whenever the consignee refuses to receive a package, or when a package has not been called for within one month after arrival:

1. The administration must immediately inform the consignor, in writing, of the circumstance; the costs of that information are charged to the consignment.
2. The package is returned to the forwarding station, and placed there at the order of the consignor, who can obtain its delivery on payment of freight for the return journey, and of all incidental charges.

ARTICLE 65.—Should the consignor refuse to take back the package and pay for the return freight and other charges, the package is sold—with or without his being informed of it—the amount due being then deducted from the proceeds of the sale, and the balance, if any, handed, at his request, to the person entitled to receive it.

The refusal of receiving the package entails the forfeiture of all claim of consignor and consignee against the administration.

ARTICLE 66.—Packages containing goods or things of a highly perishable nature such as fresh fruit and vegetables, meat, fish, yeast, etc., which, according to circumstances, are not called for and taken over within from three to six hours, may be sold by the administration in any way it chooses; the proceeds of the sale, after deduction of all dues, are placed at the disposal of the person who has the right to claim them.

If the consignee is unknown, or either cannot be found or refuses to receive the package, it may be sold in the same way and within the above-mentioned time.

ARTICLE 67.—The freight of luggage and parcels must be prepaid.

ARTICLE 68.—Goods or substances, the conveyance of which by railways or steam tramways is forbidden or only conditionally permitted (see Articles 69*b* and 70*b*), explosives, and dangerous substances which, in terms of the "Rules and Regulations for the conveyance of dangerous goods by railways and steam tramways," are considered as "goods for conveyance," can neither be taken by passengers into their carriages nor be offered or taken for conveyance as luggage or parcels.

Railway and steam tramway officials have competent authority to make inquiry in that respect.

Anyone offering for conveyance, either as luggage or parcels, or under a false description, goods or substances of the above-mentioned kind, renders himself responsible for all the consequences, losses, and damages which may result therefrom.

SECTION VI.

CONVEYANCE OF GOODS.

ARTICLE 69.—No conveyance can be obtained for:

- (a) Articles which, on account of form, bulk, weight, or other circumstances connected with the traffic arrangements of a railway or steam tramway, are not transportable.

- (b) Substances or articles liable to explosion, with the exception of those of which the conveyance either is allowed in terms of the "Rules and Regulations for the conveyance of dangerous goods by railways or steam tramways," or may hereafter be allowed by Government proclamation.

ARTICLE 70.—Are conditionally accepted for conveyance:

(a) Goods which:

1. On account of their different nature cannot be loaded up with other goods.
2. Are not properly packed up.
3. Can damage the trucks.
4. Are to be described, with a statement of the conditions attached to the conveyance of every particular description.

The railway or steam tramway officials decide which goods are or are not included in one of the above-mentioned categories.

- (b) Highly inflammable and self-inflammable substances and dangerous goods, described in the "Rules and Regulations for the conveyance of dangerous goods on railways and steam tramways," or which may hereafter be proclaimed as such by the Government.

ARTICLE 71.—The administration is not compelled:

1. To take goods for conveyance when the available rolling stock is insufficient to convey the proffered consignments within the usually required time.
2. To find shelter, shed, storehouse, or magazine for deposit and storage of goods not duly attended to, left behind, or not taken over.

ARTICLE 72.—When there is danger of the regular traffic being hindered by a considerable accumulation of goods at the place of destination, the administration is authorised—as long as the accumulation lasts—to increase its charges for storage, demurrage, and truck hire, and to shorten the time allowed for loading, off-loading, delivering, and keeping goods under its care.

ARTICLE 73.—Goods may be conveyed:

- (a) As parcels by passenger trains (see Section V).
- (b) As *colli* or consignments of small dimensions, exclusively by goods trains (see Article 76).
- (c) As normal goods at the consignor's risk.
- (d) As normal goods at the risk of the administration (see Article 74 and Article 75).
- (e) As rough goods (see Article 88).

ARTICLE 74.—With due regard to the prescriptions of Articles 21, 22 and 23, normal goods—at the consignor's request entered on the consignment note—may be forwarded at reduced rates at the consignor's risk, in which case the freight is charged according to the reduced tariff rates for the conveyance of normal goods at consignor's risk.

ARTICLE 75.—Whenever the value of goods exceeds the amounts specified in the various tariffs (see Article 26), in addition to the freight charges according to tariff rates for normal goods conveyed at the risk of the administration, the consignment must be insured in terms of Article 27.

Should such goods be lost or damaged, compensation is given according to Article 33.

ARTICLE 76.—Consignments not exceeding a minimum weight are conveyed as parcels, unless the consignor positively requests their conveyance as normal goods; consignments exceeding that minimum weight are invariably conveyed as normal goods, unless the consignor requests their conveyance as parcels, and provided it can be done in terms of Article 57.

Consignments, in respect of which the distance to be run over, or the weight does not correspond to the minimum freight, are conveyed by goods trains as "consignments of small dimensions," and charged according to the tariff rates fixed therefor.

A consignment means either one or more than one package of goods, or a lot of loose goods addressed together by one consignor to one consignee. The conveyance of aggregated goods received from several consignors, or consigned to different persons, is not allowed. Agents are not held to be either consignors or consignees.

ARTICLE 77.—On the consignment note the date and place must be properly stated; it must contain an accurate description of the goods with mention of marks, numbers, quantity, kind of package, contents and gross weight of every package separately, as well as the correct address of the consignee, and the place of destination. Erasures and alterations on the consignment note ought to be initialed by the consignor.

All papers and documents accompanying the consignment have to be mentioned in the consignment note.

ARTICLE 78.—By truckload conveyance the consignor may be requested to make a separate consignment note for every truck.

ARTICLE 79.—Goods are held to be taken for conveyance, and the contract to be binding, as soon as the consignment note is stamped.

Should the consignor require a receipt for goods entrusted to the officers and servants of the administration, he must hand over with the goods and the original consignment note a true copy of this note marked "duplicate," and which is returned to him. Such duplicate serves only to show that the goods were taken over, but has not the validity of the original sent with the goods.

ARTICLE 80.—Whenever goods are loaded by the consignor and off-loaded by the consignee, according to the prescription of these "Rules and Regulations," to the tariff, or the terms of a special agreement, the mention on the consignment note of the weight and quantity of goods cannot be taken as evidence against the administration, inasmuch as no re-weighing of the goods of which the consignment consists has taken place, and as long as the number of packages (*colli*) or their weight as shown by the weight stamp of the forwarding station, is not mentioned on the consignment note.

ARTICLE 81.—Whenever no statement of weight occurs on the consignment note, the goods are weighed before conveyance, and a weighing charge is made according to tariff.

ARTICLE 82.—Should there be any doubt as to the accuracy of the weights stated on the consignment note, the goods may be re-weighed before conveyance.

If, by re-weighing, the stated weights are shown to be inaccurate, the consignment is liable to the weighing charge mentioned in Article 81, as well as to extra freight in terms of Article 84.

ARTICLE 83.—No weighing charge is reckoned:

- (a) When the weight of a consignment under 100 lbs. is not stated.
- (b) When the re-weighing shows the accuracy of the stated weight.

ARTICLE 84.—Upon discovering, either at the time of forwarding or later, that the actual weight of a consignment exceeds the stated weight, extra freight is charged for the excess weight at three times the amount of the tariff rate, always under reservation, as well of the prescriptions of Article 95, as of the right of claiming compensation for costs and damages, if the carrying power of a truck is exceeded.

ARTICLE 85.—At the consignor's request, the administration is bound to take an accurate account of the number of packages (*colli*) or of the weight of the goods, if

this can be done without causing any detrimental delay, and the station is provided with the required weighing appliances.

The consignor, in that case, incurs the weighing charge mentioned in Article 81.

ARTICLE 86.—When the account of the number and weight of packages (*colli*) is not taken by the administration—which appears from the fact that the consignment note bears no weight stamp—the number and weight require no other evidence of their accuracy than a reference to their consignment note.

ARTICLE 87.—Piece goods, if not of such kind as to render this prescription impracticable, must have attached to them by the consignor the name of the consignee and of the station of destination, besides distinct particular marks or numbers, which must also be mentioned on the consignment note.

ARTICLE 88.—Rough goods mentioned as such in the tariffs are charged for freight according to the rates of the tariff for rough goods, when the weight of the consignment is not less than 10,000 lbs.

They are, as a rule, conveyed in open trucks; and, to prevent any damage arising therefrom, the consignor may, at his own cost and his own risk, protect them with covering sheets.

Lime cannot be conveyed otherwise than covered with sheets, provided either by the consignor or by the administration at the consignor's expense.

ARTICLE 89.—Goods are freighted according to weight or dimension, 1 cubic foot being held to be equivalent to 25 lbs.

ARTICLE 90.—The freight charge is reckoned upon twice the actual weight for goods which, on account of their nature, form, weight, etc., or in consequence of the way they are packed up, it is difficult to handle; and for goods, such as glassware, fruit in baskets, etc., upon which no other goods can be placed without damaging them.

ARTICLE 91.—By "loading" is understood the transfer of goods from the loading place of the administration to the railway trucks; and, by "off-loading," the transfer of goods from the railway trucks to the loading place of the administration.

ARTICLE 92.—Explosives of which the conveyance is allowed, either by the "Rules and Regulations for the conveyance of dangerous goods on railways and steam tramways," or by Government's Resolution, must be loaded and off-loaded on the most distant siding, as far as possible from all buildings and all objects susceptible to catch fire, and on places where there is no danger of collision with trains or vehicles.

ARTICLE 93.—The consignors of such goods must, at least 24 hours beforehand, inform the stationmaster (at the forwarding station) of the intended consignment.

Those goods can only be brought over to the station within two hours before the departure of the train by which they are to be conveyed; and they must, on their reaching the station, be at once loaded, by the consignor or by his direction, in the truck destined to their conveyance.

ARTICLE 94.—The consignee is bound to off-load and take away those goods as soon as they arrive. If he is not there at the time and nobody else has come in his name, the consignment is at once conveyed to a distant place where, on his account and under his responsibility, it is left at the disposal of the consignee, who is advised of it by the administration.

ARTICLE 95.—Whenever it is found that the consignor has overloaded a truck, he must pay for every overloaded truck an extra charge of £3 per distance of 50 miles or part thereof, besides the charges for excess weight and compensation for damage mentioned in Article 84.

ARTICLE 96.—Goods are conveyed “carriage paid” or “to pay,” at the consignor’s choice; if necessary, however, the administration has the right to exact payment beforehand of freight and other charges.

Prepayment is always required in the case of goods or substances:

- (a) Mentioned in the “Rules and Regulations for the conveyance of dangerous goods on railways and steam tramways.”
- (b) Which, in the judgment of the railway official, are likely to get spoiled within a short time.
- (c) The value of which is inferior to the freight charge.

ARTICLE 97.—Goods are received for conveyance, and delivered to consignees every day—Sundays excepted—at certain hours, which are later to be made known.

The administration is not, however, compelled to receive goods for the conveyance of which there are no wagons available.

ARTICLE 98.—The consignee whose name appears on the consignment note, is advised, by post if necessary, of the goods’ arrival at the place of destination, the costs thereof being charged to the consignment.

ARTICLE 99.—The consignor is bound to give the consignee timely information as to the time of forwarding, and the expected time of arrival of goods which, if not duly called for, would be liable to damage, spoiling, or decrease of weight.

ARTICLE 100.—The delivery of the consignment takes place when the consignment note is returned and the delivery stamp affixed to it; or when a receipt or discharge is given for the goods, the freight and other charges are paid for (if their payment was not made at the forwarding station), and the covered sheets eventually hired are returned.

ARTICLE 101.—Whenever the Administration:

- (a) Sends a wagon to fetch goods from the premises of the consignor, this is done at his own cost and his own risk.
- (b) Sends a wagon to deliver goods to the premises of the consignee, the off-loading from the wagon and the storing of the goods in cellars or store-houses take place at the cost and risk of the consignee.

ARTICLE 102.—If the consignee thinks that the consignment is damaged or does not agree with the consignment note, he has the right to require its condition to be verified at once by the railway official in presence of two witnesses.

ARTICLE 103.—If the goods are loaded by the consignor or his agent, he is himself responsible for damage done, through the goods, to the rolling stock and plant, during the time of loading and in transit; and the consignee assumes the same responsibility during the time of off-loading, if the goods are off-loaded by him or his agent.

SECTION VII

CONVEYANCE OF LIVE-STOCK, CORPSES, AND VEHICLES.

ARTICLE 104.—Horses, mules, and cattle are conveyed in open trucks, upon prepayment of the freight charges according to tariff rates.

The administration decides how many animals can be conveyed by a train, and by what train the conveyance is to take place.

For consignments at intermediate stations, previous arrangements are to be made by the stationmaster.

ARTICLE 105.—Live-stock is not taken for conveyance, unless under the care of an attendant. If the consignment freight is equivalent to 4,000 lbs. normal goods at consignor's risk, the attendant is conveyed without cost on the truck loaded with the animals.

This prescription does not apply to consignments of either the small-sized animals named in Article 110 or of animals consigned singly.

ARTICLE 106.—With due regard to the prescriptions of Article 25 *e*, (1 and 3), the loading and tying of live stock is left to the care and responsibility of the consignor, and the untying and off-loading to the care and responsibility of the consignee.

ARTICLE 107.—The consignor is responsible for damage done by animals to the rolling-stock or plant of the administration, while loading and tying, unless the damage result from the bad or unsatisfactory condition of the rolling-stock or plant; and the same responsibility attaches to the consignee, while untying and off-loading.

ARTICLE 108.—Animals which have died in transit, or before delivery, must, nevertheless, be taken over by the consignee, save his right, if he has any, of claiming compensation. The circumstance is stated on the consignment stamped for delivery, or a separate statement in writing is given to him.

Article 109.—The administration may refuse to convey:—

(a) Sick animals.

(b) Savage, wild, or vicious animals.

Should, however, animals of this description be taken for conveyance, they are conveyed altogether under the whole responsibility of the consignor, on prepayment of the freight charges, provided that such animals as are mentioned under *b*, are placed in sufficiently strong cages.

ARTICLE 110.—Live animals of small size, such as monkeys, dogs, cats, fowls, rabbits, small birds, etc., are, under the responsibility of the consignor and on prepayment of the freight charges, taken for conveyance in boxes, cages, crates, or bags.

ARTICLE 111.—The consignor of live-stock is bound to give the consignee timely notification of the time of forwarding the consignment and the expected time of arrival.

ARTICLE 112.—If it can be done conveniently, the administration may place goods in trucks wherein live-stock is being conveyed.

ARTICLE 113.—Corpses may be conveyed by all trains upon prepayment of the tariff charges, if properly inclosed in coffins so as to cause no hindrance to the passengers.

ARTICLE 114.—Any corpse not taken away within three hours after arrival of the train at the place of destination, is placed at the disposal of the police.

ARTICLE 115.—Goods may be loaded, on account and at the risk of the consignor, in vehicles forwarded on railway or steam-tramways.

The aggregate weight of the vehicle and its contents must not exceed the carrying power of the railway or steam-tramway truck on which they are conveyed.

The freight charges for goods so conveyed are calculated at the rates of the tariff for normal goods at consignor's risk.

ARTICLE 116.—In connection with the prescriptions of Article 25 *g*, vehicles are loaded by and under the responsibility of the consignor, and they are off-loaded by and under the responsibility of the consignee.

It is the duty of the consignor to see that the vehicle stands fast on the railway or steam-tramway truck, and to provide the required wedges, spikes and rope—all this to the satisfaction of the railway official whom it may concern.

ARTICLE 117.—Whenever in loading live-stock and vehicles, help is asked for and can be given, the railway or steam-tramway servants will lend gratuitous assistance to the consignor in loading, and to the consignee in off-loading.

Proposed, at Pretoria, the 14th December, 1892.

The Railway Commissioner,

J. S. SMIT.

Sanctioned at Pretoria, the 10th January, 1893.

In the name of the Government,

DR. W. J. LEYDS,

State Secretary.

NATAL-NETHERLANDS AGREEMENT.

AGREEMENT DATED THIRD DAY OF FEBRUARY, 1894, between the Natal Government and the Transvaal Government:—

WHEREAS the Government of the South African Republic and the Government of the Colony of Natal are mutually desirous of immediately extending railway communication, now terminating at Charlestown, in the Colony of Natal, to Johannesburg and Pretoria, in the South African Republic,

AND WHEREAS an agreement was, on the 25th day of November, 1892, entered into between the Government of the South African Republic and the Government of the Colony of Natal, providing for the survey of the said railway extension,

AND WHEREAS the detail survey of the said railway extension has been completed,

AND WHEREAS the Honourable the First Volksraad of the South African Republic did, by resolution, on the 25th day of August, 1893, approve of the building and construction of the said railway extension, and authorised the Government with the advice and consent of the Executive Council to take steps for the carrying out of the said resolution,

AND WHEREAS the Government of the South African Republic with the advice and consent of the Executive Council, as aforesaid, did on the 4th day of January, 1894, finally decide upon the construction of the said railway extension,

NOW FURTHER, it is hereby agreed as follows:—

ARTICLE 1.—That the Government of the Colony of Natal shall immediately extend its line of railway from Charlestown, at the border of the Colony of Natal and the South African Republic.

ARTICLE 2.—That the Government of the South African Republic shall with all possible speed construct, equip and work or cause to be constructed, equipped, and worked, a line of railway from the terminus of the Natal Government Railways on the border *via* the towns of Volksrust, Standerton, and Heidelberg, to the station at Elsburg, or such other point of the line of railway between Vereeniging and Elandsfontein as may be chosen by the Government of the South African Republic, *provided always* that the through distance to Johannesburg and Pretoria, as already surveyed shall not be materially increased.

ARTICLE 3.—That the construction and equipment of the lines of railway referred to in Articles 1 and 2 shall be in all respects of equality as regards stability and efficiency with the best constructed lines of railway in the Colony of Natal and the South African Republic, and serviceable for the conveyance of heavy and fast traffic.

ARTICLE 4.—That the work of constructing the line of railway referred to in Article 2 shall be commenced from the Natal and Johannesburg ends immediately, and that in order to accelerate the completion of the work the line

of railway from Delagoa Bay shall be utilised to convey the rails and other materials for the construction from Delagoa Bay to the point of junction on the line from Charlestown to Elandsfontein as soon as such line of railway is sufficiently completed to permit of this being done. And it is hereby further agreed that the aforesaid line of railway from Charlestown shall be completed and opened for public traffic to Johannesburg and Pretoria if possible by the 31st July, 1895, but not later than the 31st December, 1895, and that as soon as the line can possibly be made fit for traffic it shall be opened in sections from Charlestown to Standerton and Heidelberg respectively in anticipation of the opening of the line throughout.

ARTICLE 5.—That the Government of the Colony of Natal binds itself not to construct or work any extension of the line of railway from Ladysmith to Harrismith which joins on any point to the north of Krocnstad to the now existing line of railway through the Orange Free State.

ARTICLE 6.—That near the boundary there shall be provided a joint station, where the services of the Natal Railway administration shall terminate and the services of the South African Government Railway administration shall commence. The site of this station to be at the option of the South African Republic, and the buildings to be designed by one or other of the administrations, as may be arranged in conjunction with the other.

ARTICLE 7.—That the two contracting Governments bind themselves to promote in every way the practical and expeditious working of the through traffic from places in the Colony of Natal to places in the South African Republic, and from places in the South African Republic to places in the Colony of Natal, and to grant to each other all usual and useful facilities for the interchange, development, and satisfactory working of the traffic.

ARTICLE 8.—That in order to promote efficient co-operation, an agreement shall be entered into between the two railway administrations, subject to the approval of the respective Governments, having regard to the following points:—

- A. The conditions for the use by the one administration of the line of railway from the boundary to the joint station near the boundary, and for the common use of the said station.
- B. Regulations for the interchange of rolling-stock and goods in through traffic, payment for hire of rolling-stock, the through traffic in passengers, goods, animals, articles, and the facilities for loading and unloading, collection and delivery of goods, the system for dividing and accounting for the proportions of fares and freights due to the respective administrations, and all other particular details which are necessary to secure efficient and economical working.
- C. The harmonising of the systems whereby the rolling-stock of the respective administrations, with their "continuous brake" and other appliances may conveniently couple and interchange with each other.
- D. The mutual assistance to be rendered by the one administration to the other, in the matter of stock, labour, and other matters in which such mutual assistance would be possible and beneficial.

ARTICLE 9.—That the running of the trains of both lines of railway shall be so regulated as to avoid unnecessary delay, and so as to effect the best possible through service.

- ARTICLE 10.—That the consignment notes for through traffics shall be drawn up by both railway administrations in conjunction with one another, and shall be drawn up in both English and Dutch.
- ARTICLE 11.—That the railway administration of each Government shall fix the rates applicable to its own line, and in the case of the route *via* Volksrust the through charges for goods traffic from Port Natal to Johannesburg and Pretoria shall be the sum of the two administration rates, *provided always*: that the rates for ordinary goods per mile and per ton of 2,000 lbs. shall not exceed 6d. per mile and per ton, and shall not be lower than 3d. per mile and per ton; and the rates for rough goods (*i.e.* coal, quartz of a less value than £45 per ton, unmanufactured wood in quantities of at least five tons) shall not exceed 3d. per mile and per ton, and shall not be lower than 1½d. per mile and per ton.
- ARTICLE 12.—That if the through rates from Port Natal to Johannesburg and Pretoria upon the aforesaid basis shall become higher than the rates from Delagoa Bay to Johannesburg and Pretoria in proportion to the mileage of the lines of both administrations, then the through rates from Port Natal to these places shall, after consultation between the two railway administrations, be reduced to the proper proportions, but neither of the two administrations shall be bound to accept lower rates than the minimum rates specified in Article 11; but the rates from Port Natal to Johannesburg shall not, in any case, be more than 20 per cent. higher than the corresponding rates from Delagoa Bay to Johannesburg, and the rates from Port Natal to Pretoria shall not, in any case, be more than 40 per cent. higher than the rates from Delagoa Bay to Pretoria.
- ARTICLE 13.—That should any circumstances arise which may necessitate the re-consideration of the rates and other arrangements herein set forth in connection with the promotion of the traffic, either administration may at any time call upon the other administration for consultation, with the view of making the necessary alterations.
- ARTICLE 14.—That the Government of Natal binds itself to fix the rates to be charged on its lines in the Colony of Natal (subject always to its existing obligations), and on railways worked by it in other States, in such manner that the sum of the rates charged by the railway administrations of Natal and the South African Republic shall not be lower than the rates per mile and per ton of the traffic from Delagoa Bay to Johannesburg and Pretoria.
- ARTICLE 15.—That the rates for the conveyance of passengers over the lines of both administrations shall not exceed the following:—First class, 3d. per mile; lowest class, 2d. per mile.
- ARTICLE 16.—That the Government of the Colony of Natal binds itself to charge on goods from foreign ports, and destined for places in the South African Republic, dues which are not higher than the transit duties which are now in force or lower than the transit duties at Delagoa Bay; and the Government of the South African Republic shall afford to the Government of Natal all trade facilities which may have been or may be granted to any other Government.
- ARTICLE 17.—That the two contracting parties bind themselves to co-operate in every way for the substantial and expeditious and speedy construction of the line of railway referred to in Article 2, and the Government of the Colony

of Natal shall convey over its existing lines all materials, goods and things necessary for the construction and working of the aforesaid railway, with the least possible delay, at the rate of 1½d. per ton per mile, and shall admit all such materials free of customs and transit duties.

ARTICLE 18.—That in the event of it being found that either of the routes by Delagoa Bay or Charlestown is carrying a share of the gross goods traffic from the seaboard to Johannesburg and Pretoria, which shall exceed one-half or be less than one-third of such gross goods traffic, the two contracting Governments agree that, upon the application of either, a further conference shall take place for the purpose of re-considering the rates and making such re-adjustment thereof as shall be calculated, to a more equitable division of the traffic carried by both routes.

ARTICLE 19.—That it shall be understood between the two contracting Governments that they shall work together in a spirit of amity and friendship, for the promotion of the traffic between the South African Republic and the ports of Delagoa Bay and Natal, and all the provisions of this agreement shall be construed in the sense of the said understanding.

ARTICLE 20.—That any dispute or question arising out of this agreement shall be referred to arbitration, each Government to appoint one arbitrator, and the two arbitrators so appointed to appoint a third, and if the said two arbitrators shall not agree upon the selection of the third arbitrator, then the Chief Justice of the South African Republic, upon application made by either party, shall appoint a third such arbitrator, and the award of the majority shall be final.

ARTICLE 21.—This agreement is subject to the approval of the Government of the South African Republic.

ARTICLE 22.—This agreement is subject to the approval of the Government of the Colony of Natal on or before the 20th day of February, 1894.