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**MODERN RAILWAY PRACTICE
FACILITIES AND CHARGES**

MODERN RAILWAY PRACTICE FACILITIES and CHARGES

A practical textbook, written from
the industrial viewpoint, for all
who send or receive goods by rail

BY

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AUTHOR'S NOTE

SUBJECT to constantly changing conditions and surrounded by a mass of legislation, there is probably no other profession where the necessity for unceasing study and keeping abreast of the times is of more vital importance than in that of transport management. The old haphazard days are behind us, and what was once a little-understood business of "hit and miss" is now a science. This need for the interchange of knowledge and ideas is met by the existence of recognised professional bodies, an excellent technical press and by the production, from time to time, of text-books dealing with the various phases of transport. It is in the hope of making some small contribution to this store of recorded knowledge and experience that I have produced this work.

Two objects have been kept in mind; firstly that it should be of practical utility to transport men in dealing with their everyday problems connected with railways and perhaps point the way to economies, the possibilities of which they had not previously exploited; secondly, that it should be of assistance to the student who proposes taking one or other of the recognised examinations. How far I have succeeded in these, I must leave the reader to judge.

Although written from the industrial viewpoint, the book will, I trust, be useful to those engaged in the railway service. I have not been unmindful of the railway companies' staff education schemes and in these enlightened days the railwayman can draw upon the experiences of the trader without appearing heretical.

Confined to limits as to size, my main difficulty has been deciding what should be included and what could safely be left out. Where information is readily available in some convenient form—in the General Railway Classification for example—I have tended to refer to it rather than quote it, while except where necessary by way of introduction much that is ancient history has been shelved.

My very best thanks are due to Sir Patrick J. H. Hannon, M.P., for the honour he has conferred upon me by writing the Foreword, and to Mrs. C. R. Taylor, F.S.S., F.I.T.A., Managing Editor of *Transport Management*, upon whose suggestion the work was undertaken and who has been most helpful.

I am also indebted to Mr. A. Maynard, Chief Goods Manager of the Great Western Railway, for permission to reproduce the tables forming Appendix B, from his company's publication, *Guide to Economical Transport*.

L. A. CAREY.

Norwich,
July 1937.

FOREWORD

By SIR PATRICK J. H. HANNON, M.P.,
*First President, Industrial Transport Association ;
President, National Union of Manufacturers, and
Vice-President, Federation of British Industries*

I HAVE read, with great interest, the synopses of the twenty-three chapters of the projected work by Mr. L. A. Carey of Norwich, on the use, by industry, of the excellent facilities provided by our railways.

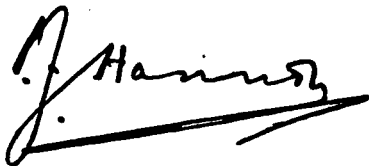
From the viewpoint of the productive and distributive side of our industrial and commercial life, this work must prove of inestimable value.

It is but too well known that intimate knowledge of the circumstances and charges under which traffic is handled by our railways, both in bulk and small parcels, although very desirable, is by no means common to those most immediately concerned.

It is true that the Transport Committee of the Chambers of Commerce and of trade organisations, through their officials, endeavour to maintain contact with the great variety of charges and conditions of carriage which apply to railway traffic, but it would be an asset to boards of directors and heads of firms to have easily accessible reference to matters of everyday importance affecting the routing of traffic by rail and the legal conditions under which our railways function.

This work, which has been so well designed and arranged with clarity and simplicity by Mr. Carey, will make it inexcusable that such want of contact can continue.

Every chapter suggests thoughtful reflection on the matters it embodies and provides information without a cumbersome accompaniment of technical phraseology.

A handwritten signature in black ink, appearing to read 'J. Hannon', with a long horizontal flourish underneath.

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Appendix A

MODEL PRIVATE SIDING AGREEMENT

An Agreement made this day of between
the RAILWAY COMPANY (hereinafter called "The
Railway Company") by the hand of of the one part
and (hereinafter called "Siding Owner") by
 their and Agent of the other part.

Whereas the Siding Owner has requested the Railway Company to construct and lay down the Junctions Sidings and Works hereinafter mentioned and to connect the said sidings with sidings constructed or to be constructed as hereinafter provided by the Siding Owner on his own lands and communicating with the or Works of the Siding Owner known at the and the Railway Company have agreed to comply with such request upon the terms and conditions hereinafter contained. Now therefore it is hereby mutually agreed and declared between and by the parties hereto as follows, namely—

1. The Railway Company will upon payment to them by the Siding Owner of the sum of £ (the estimated cost of the necessary works) forthwith form construct and lay down upon their Railway and land near in the County of the junctions sidings and works shown upon the plan hereto annexed and thereon coloured Red and connect the same with the sidings so laid down or to be laid down by the Siding Owner on his own lands shown upon the said plan and thereon coloured Blue together with such signals locking-gear telegraph telephone and other apparatus in connection with the same junctions sidings and works as in the opinion of the Engineer for the time being of the Railway Company shall be necessary and will complete the same respectively and with all reasonable dispatch. The Siding Owner shall also pay to the Railway Company the additional cost (if any) beyond the said estimated cost that may be incurred by the Railway Company in completing the same junctions sidings signals locking-gear telegraph telephone and other apparatus as certified by the Engineer of the Railway Company and such amount shall be paid by the Siding Owner to the Railway Company on demand. If the actual cost of the junctions sidings signals locking-gear telegraph telephone and other apparatus shall not amount to the said sum of £

the Railway Company shall forthwith repay the balance to the Siding Owner. Any difference as to such actual cost shall be settled by an Arbitrator to be appointed by the Board of Trade.

2. The Siding Owner shall if he has not already constructed the same forthwith at his own expense and to the satisfaction in all respects of the Engineer of the Railway Company construct and lay down in connection with and in continuation of the said junctions sidings and works coloured Red on the said plan the sidings coloured Blue thereon.

3. Should the Board of Trade or the Railway Company at any time or times be dissatisfied as to the sufficiency of the signalling or other works shown on the said plan hereto annexed the Siding Owner shall forthwith pay to the Railway Company any additional cost that may be incurred by them in complying with the requirements of the Board of Trade or in carrying out the requirements of the Railway Company in relation to any alteration therein or to any further or additional signal box locking-gear telegraph telephone or other apparatus or other works the amount of such additional cost to be certified by the Engineer of the Railway Company and paid by the Siding Owner to the Railway Company on demand. Any difference as to such actual cost or the requirements of the Railway Company shall be settled by an Arbitrator to be appointed by the Board of Trade.

4. The said junctions locking-gear sidings signals telegraph telephone and other works to be constructed and laid down by the Railway Company as hereinbefore mentioned on the land of the Railway Company shall during the continuance of this Agreement be repaired and maintained by the Railway Company and the expenses incurred by them in repairing maintaining or renewing the said junctions sidings signals and works or any of them shall from time to time be certified by their Engineer and paid by the Siding Owner to the Railway Company on demand. Any difference as to such actual cost shall be settled by an Arbitrator to be appointed by the Board of Trade.

5. Any sidings or works laid down in connection with and in continuation of the said junctions sidings and works which may be upon the land of the Siding Owner and over which the locomotives carriages or wagons of the Railway Company may travel shall during the continuance of this Agreement be kept in repair by the Siding Owner to the satisfaction of the Engineer of the Railway Company.

6. The Siding Owner shall pay to the Railway Company on the _____ in every year the sum of _____ by way of rent for the easement over their land upon which the said junction sidings and works are constructed and laid down the first payment of the said sum of _____ shall be made on _____

7. Signalmen where necessary shall from time to time be appointed by the Railway Company to work the signals locking-gear

and telegraph apparatus in connection with the said junction and the Siding Owner shall from time to time on demand repay to the Railway Company all sums of money which shall from time to time be certified by the General Manager of the Railway Company to have been necessarily expended by them for the uniform wages and stores of or otherwise in relation to every signalman appointed by the Railway Company as aforesaid and if the Railway Company shall not think it necessary to appoint signalmen the Siding Owner shall from time to time on demand pay to the Railway Company all expenses as certified by the said General Manager attending the working of the points of the said junction by other servant or servants of the Railway Company.

8. If and so often as in the opinion of the General Manager of the Railway Company any further or additional siding accommodation shall be reasonably requisite or necessary for full or empty wagons passing to or from the said siding the Siding Owner shall forthwith upon the request in writing of the General Manager provide construct lay down and maintain upon his own land all such further or additional siding accommodation at his own expense. Any difference as to the reasonableness of the Railway Company's requirements shall be settled by an Arbitrator to be appointed by the Board of Trade.

9. The Siding Owner and the servants and workmen employed by him shall at all times during the continuance of this Agreement when upon the Railway Company's land be under the control of the Railway Company's Station Master or Agent at their Station or other proper officer of the Railway Company and shall comply with the regulations orders and directions of the Railway Company and of their District Superintendent or other proper officer and in the event of any of the said servants or workmen not complying therewith or otherwise misconducting themselves such servants or workmen shall upon the request of the Railway Company by their Secretary or General Manager be prohibited by the Siding Owner from coming upon the Railway Company's premises and the Siding Owner shall indemnify the Railway Company against all loss costs damages claims or demands made upon or incurred by them in consequence of such non-compliance or other misconduct.

10. The Siding Owner shall be responsible for and shall keep the Railway Company indemnified against all damage and injury of every description which may occur in working the traffic through on or over the said junction sidings and works caused by the neglect or misconduct of the servants of the Siding Owner.

11. If and so often as the Railway Company require to widen alter or provide additional or other accommodation for or in connection with their Railway and for any such purposes shall require the removal or alteration of the said junctions sidings and works or any part thereof they shall be at liberty to effect such removal or alteration interfering as little as possible with the accommodation

and traffic of the Siding Owner and without being liable for or having to make compensation for any delay or obstruction caused thereby to the business of the Siding Owner and the Railway Company shall in case of removal or alteration and if reasonably possible before interfering with the existing junctions sidings and works provide with all reasonable dispatch other junctions sidings and works in substitution for those hereby agreed to be constructed by the Railway Company if they can conveniently do so on their own land or if not on land to be provided by the Siding Owner free of expense to the Railway Company and such other junctions sidings and works if and when provided shall be in all respects subject to the terms and conditions of this Agreement.

12. The Siding Owner shall at his own costs and charges set up and provide and at all times hereafter maintain proper gates and fences for preventing trespass by cattle horses or other animals or by persons on foot at the place or places where the works hereinbefore agreed to be executed will be carried through the Railway fence and shall pay and discharge all costs charges damages or expenses whatsoever which the Railway Company may pay or be put to by reason of any trespass upon the said Railway occasioned or suffered by the insufficiency or defect of and in the said gates and fences and effectually save harmless and indemnify the Railway Company against any claims costs payment or loss in respect thereof.

13. The Railway Company shall have the right in cases of urgency to use the said junctions and sidings coloured Blue and Red for the purpose of temporarily accommodating thereon engines trains carriages vans and trucks whenever there shall be room.

14. The Railway Company shall have the absolute right of using such junctions sidings and works as shall be constructed on the land of the Railway Company for the purpose of giving access to any other siding or communications they may think advisable to lay down and construct for the convenience and use of any other person or persons whomsoever. Provided nevertheless that the liberty of user granted by this clause shall not be exercised so as unreasonably to interfere with the traffic of the Siding Owner and that the Siding Owner shall be relieved of a fair proportion of the cost of construction of the junctions sidings or works so used and of the cost of the maintenance and of the signals and signalmen required to protect the same.

15. The said Sidings shall (except with the previous consent of the Railway Company under the hand of their General Manager) be used by the Siding Owner for the purposes and accommodation of the Traffic of Works exclusively and the Siding Owner shall not permit any other person or persons to use the said sidings or any part thereof without the like consent of the Railway Company.

16. This Agreement shall continue in force for the term of years and thenceforth until determined by either of the said parties by

three calendar months' notice in writing PROVIDED ALWAYS that if the Siding Owner shall fail to comply with the provisions of this Agreement or shall cease to send a reasonable amount of traffic over the said Siding for a period of 12 months except in case of strikes lock-outs or accidents causing stoppage of works the Railway Company may determine this Agreement by three months' notice in writing and on the expiration of any notice given under this clause it shall be lawful for the Railway Company to disconnect take-up and remove the said junctions sidings and works or any other junctions sidings and works which shall have been made in substitution therefor respectively on the land belonging to the Railway Company and the expenses incurred by them in so doing shall be ascertained certified and paid in the same manner as the expenses mentioned in Article 4 of this Agreement but credit shall be given to the Siding Owner for the then value of any materials on the land of the Railway Company which shall have been provided by and at the expense of the Siding Owner such value to be ascertained and certified by the Engineer of the Railway Company.

As Witness the hands of the parties the day and year first before written.

NOTES

(a) Clause 1. A plan showing the works proposed by the Railway Company's Engineer should be submitted to the applicant before entering into the Agreement, on which the sidings and works on the Railway Company's land should be coloured Red and the sidings and works on the Siding Owner's land should be coloured Blue, as mentioned in the MODEL AGREEMENT. If in the applicant's view the proposed works are unreasonable, and the difference cannot be adjusted, it is competent for him to have the reasonableness or otherwise of the requirements of the Railway Company's Engineer decided upon by the Railway and Canal Commissioners under the provisions of the Railway and Canal Traffic Acts.

(b) Clause 6. The usual annual sum to be paid to the Railway Company for a simple easement is nominal, say, one pound.

(c) Clause 8. It is usual for the Siding Owner to marshal traffic on his own land to meet the reasonable requirements of the Railway Company, failing which he may be liable under Clause 11 of the Fifth Schedule to the Railways Act, 1921, to a charge for services rendered by the Railway Company.

(d) Clause 15. After this clause any special clauses agreed to between the parties dealing with questions of rates, tolls, charges, rebates, services, detention, etc., which vary with the circumstances in different cases, may be provided for.

Appendix B

TABLES OF EXAMPLES ILLUSTRATING THE WAYS IN WHICH CONSIGNMENTS MAY BE BULKED FOR CHARGING PURPOSES

Consignments for different consignees in the same town :

From	To	Consignee	Goods	Weight	Rate	Charges if sent separately	Charges if consigned together	Saving effected
				c. q. lbs.		£ s. d.	£ s. d.	£ s. d.
London	Taunton	Jones	1 Case Confectionery	1 0 0	35/3	3 6		
		Brown	2 Cases "	2 0 0	"	6 2	1 1 4	
		Smith	1 Case "	1 0 0	"	3 6	3	Splits
		Richards	2 Cases "	2 0 0	"	6 2	1 6	Split
		Robinson	2 Cases "	2 0 0	"	6 2		Delys.
						8 0 0		1 3 6
London	Bristol	Morris	1 Case Biscuits	1 0 0	30/0	2 8		
		Hobson	1 " "	1 0 0	"	2 8	11 2	
		Ashley	1 " "	1 0 0	"	2 8	6	Splits
		Black	1 " "	1 0 0	"	2 8		Split
		Green	1 " "	1 0 0	"	2 8		Delys.
		White	1 " "	1 0 0	"	2 8		
				6 0 0		16 0	13 8	2 4
London	Swindon	Morris	2 Cases Tobacco	2 2 0	36/6	5 4		
		Clayton	1 Case "	1 2 0	"	3 6	14 7	
		Moore	1 " "	1 2 0	"	3 6	4	Splits
		Watkins	2 Cases "	2 2 0	"	5 4	1 4	Split Delys.
				8 0 0		17 8	16 3	1 5
London	Worcester	Gough	1 Box Butter	1 3 0	45/-	2 5		
		Andrews	2 " "	2 0 0	"	4 2		
		Clarke	1 " "	1 0 0	"	2 5	13 6	
		Hall	1 " "	1 0 0	"	2 5	6	Splits
		Reynolds	2 " "	2 0 0	"	4 2	1 6	Split
		Read	1 " "	1 0 0	"	2 5		Delys.
				6 0 0		18 0	15 6	2 6

Mixed consignments :

To or from London and	Goods	Weight	If consigned as separate consignments		If Bulked			Saving effected by Bulking
			Rate applicable	Separate carriage charge	Rate applicable	Conditions attaching to Rate	Carriage charges	
Tamton	Soap	T. c. q.lbs. 1 0 0 0	42/7	£ s. d. 2 2 7	40/-	Standard 2-ton rate (Class 11)	£ s. d. 2 0 0	
	Sugar	11 0 0	"	1 3 5	"	"	1 2 0	
	Paper	2 0 0	"	5 0	31/10	Special 2-ton rate	3 2	
	Confectionery	3 0 0	33/3	8 10	33/3	"	8 0	
	Hardware (Metalware)	2 0 0	60/1	6 10	60/1	"	6 0	
	Essences and Extracts for Human Food	2 0 0	88/10	9 10	88/10	"	8 11	
		2 0 0 0		4 16 6			4 8 1	8 5
Bristol	Sugar	1 10 0 0	25/-	1 17 6	23/-	Special 2-ton rate	1 14 6	
	Butter	5 0 0	38/-	9 6	23/-	" " "	3 9	
	Coffee	2 0 0	39/3	4 8	23/-	" " "	2 4	
	Tea	1 0 0	"	2 9	30/-	" " "	1 6	
	Preserves	1 0 0	"	2 9	23/-	" " "	1 2	
	Spices	1 0 0	47/-	3 1	47/-	" any qty. "	2 4	
		2 0 0 0		3 0 3			2 7 7	12 8
Swindon	Potatoes	1 10 0 0	23/10	1 15 9	20/11	Special 4-ton rate	4 5 8	16 7
	Carrots	1 10 0 0	"	1 15 9				
	Apples	10 0 0	25/2	12 7				
	Oranges	5 0 0	32/5	8 1				
	Lemons	5 0 0	"	8 1				
		4 0 0 0		5 0 3			4 3 8	16 7
Worcester	Nails	2 10 0 0	19/10	2 9 7	17/-	Special 4-ton rate	2 2 6	
	White Lead	17 0 0	38/7	1 13 10	36/5	Standard 2-ton rate (Class 11)	1 10 11	
	Buckets (packed)	7 0 0	46/3	16 2	46/3	Spec. any qty. rate	16 2	
	Screws	3 0 0	"	7 8	"	" " "	6 11	
	Brushes (packed)	3 0 0	55/8	9 2	55/8	"	8 4	
			4 0 0 0		5 15 5			5 4 10

* Charged at actual weight instead of at " Smalls Scale "

Appendix C

1937, No.

IN THE COURT OF THE RAILWAY RATES TRIBUNAL

ROAD AND RAIL TRAFFIC ACT, 1933 SECTION 37

BETWEEN
RAILWAY COMPANIES ... *Applicants*
AND
ALL PERSONS WHOM IT MAY CONCERN ... *Respondents*

1. The Applicants apply to the Court for approval under the provisions of Section 37 of the Road and Rail Traffic Act, 1933, of the agreed charge under agreement as set out in the Schedule hereto.

2. The object to be secured by the making of the said charge cannot adequately be secured by the grant of exceptional rates under the Railways Act, 1921.

3. The Applicants further apply for an Order that the date as from which the said charge shall [be deemed to have] become operative be the _____ and that the said charge and the conditions attached thereto be recorded by copies of the said Order being filed in the loose-leaf files and indexed under the name of the trader with whom the charge has been agreed, such files to be kept at the following places :—

LONDON ... Railway Clearing House, 123 Seymour Street,
N.W.1.
BIRMINGHAM ... District Goods Manager's Office, Snow Hill,
Great Western Railway.
CARDIFF ... Divisional Superintendent's Office, Great West-
ern Railway.
EXETER ... Western Divisional Superintendent's Office,
Southern Railway.
LEEDS ... District Goods Manager's Office, Wellington
Street, London and North Eastern Railway.
LEICESTER ... District Goods and Passenger Manager's Office,
London Midland and Scottish Railway.

MANCHESTER ...	District Goods Manager's Office, Hunt's Bank, London Midland and Scottish Railway.
SOUTHAMPTON ...	Southern Divisional Superintendent's Office, Southampton Central, Southern Railway.
YORK	Goods Manager's Office, London and North Eastern Railway.
ABERDEEN ...	District Goods and Passenger Manager's Office, London Midland and Scottish Railway.
EDINBURGH ...	District Goods and Passenger Manager's Office, Waverley Station, London and North Eastern Railway.
GLASGOW ...	Commercial Manager's Office, Central Station, London Midland and Scottish Railway.

there to be open to public inspection without payment during the usual office hours.

The Applicants request Directions as to service and notice of this Application.

Dated

(Signed) G. COLE DEACON.

This Application is filed by G. Cole Deacon (Solicitor), Secretary, Rates and Charges Committee, of 35 Parliament Street, Westminster, London, S.W.1, on behalf of the Applicants.

SCHEDULE

ROAD AND RAIL TRAFFIC ACT, 1933

SECTION 37

AGREEMENT FOR AN AGREED CHARGE

AGREEMENT made BETWEEN the — RAILWAY COMPANIES (hereinafter called "the Companies") and (name of Trader) of (Address) (hereinafter called "the Trader") for the carriage of merchandise under an agreed charge as specified hereunder.

A. *Description of Traffic*—

B. *Stations and/or Places where applicable*—

From — Goods Stations and Depots to all Goods Stations and Depots in Great Britain, other than in the Isle of Wight.

Agreed Charge—

— per ton (minimum charge per consignment as for 28 lbs.).

Conditions attaching to the Agreed Charge—

1. The Trader undertakes to hand to the Companies the whole of the said traffic for carriage as provided in paragraph B,

provided that this undertaking does not apply to any of the said traffic—

- (a) for delivery in the Trader's existing vehicles within a radius of approximately 50 miles from — and urgent deliveries to —, —, — and —.
 - (b) for delivery by road within a radius of 20 miles of —
 - (c) normally conveyed by coastwise steamer, which traffic the Trader will continue to forward by that means of transport subject to a continuance of the existing facilities.
2. The Agreed Charge will apply to all the said traffic carried by the Companies other than that which by express agreement between the Companies and the Trader is excluded owing to it being conveyed under an agreed charge made by the Companies to another trader and approved by the Railway Rates Tribunal, and shall be paid by the Trader.
 3. The Agreed Charge includes the delivery of the said traffic.
 4. In the case of any of the said traffic consigned to the Orkney and Shetland Islands and the Western Islands and Highlands of Scotland, the Agreed Charge does not include carriage or delivery beyond the mainland port.
 5. The Agreed Charge does not include the special terminal or special delivery charges on any of the said traffic consigned to Shows or Exhibitions.
 6. The Agreed Charge does not include the provision by the Companies of Containers.
 7. The said traffic will be carried by the Companies at Company's Risk subject to the application of the appropriate Standard Terms and Conditions of Carriage of Merchandise by Merchandise Train.
 8. The Trader shall notify the Companies of any material change in the character of his business or in the character of the traffic carried under the Agreed Charge.

Period for which the Agreed Charge is to operate—

— 193 to—193

THIS AGREEMENT IS SUBJECT TO THE APPROVAL OF THE RAILWAY RATES TRIBUNAL.

SIGNED for and on behalf of the above
Railway Companies,

SIGNED for and on behalf of the above
Trader,

Date.

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