

1891.
NEW ZEALAND.

AGREEMENT WITH MOKIHINUI COAL COMPANY FOR WORKING
EXTENSION OF RAILWAY FROM NGAKAWAU.

Laid on the Table of the House in pursuance of Section 172 of "The Public Works Act, 1882."

AGREEMENT WITH MOKIHINUI COAL COMPANY FOR WORKING EXTENSION OF RAILWAY FROM
NGAKAWAU.

AGREEMENT made and entered into this fifth day of December, 1890, between the NEW ZEALAND RAILWAY COMMISSIONERS, incorporated under an Act of the General Assembly of New Zealand intituled "The Government Railways Act, 1887" (who with their successors and assigns are hereinafter referred to as "the Commissioners"), of the one part, and THE MOKIHINUI COAL COMPANY (LIMITED), a company duly incorporated under "The Companies Act, 1880" (which said company with its successors and assigns is hereinafter referred to as "the company"), of the other part, whereby the said parties hereto do hereby covenant and agree, the one with the other of them, as follows, viz.:—

2. The Company's present existing railway extending along the Mokihinui River shall be properly completed, equipped, and maintained by and at the sole cost of the Company in such a manner as, in the opinion of the Commissioners, is fit and proper to enable the Commissioners' rolling-stock and trains to be run thereon.

3. Subject to the preceding provision being fulfilled, the Commissioners' trucks and other rolling-stock may be run on the Company's railway for the purpose of carrying goods and passenger traffic between any point on the Government railway from Westport to Mokihinui and any point on the Company's present existing railway. And the Company shall receive, run, despatch, and deliver all such trucks and other rolling-stock, goods, and passengers from or to the Government railway extension from Ngakawau to Mokihinui to be hereafter constructed at such point or at such sidings or places as may be selected by the Commissioners for that purpose at or near the Company's present existing terminus at Mokihinui.

4. On all traffic interchanged between the New Zealand Government railway and the Company's railway the Company shall charge the public such rates only as shall be approved by the Commissioners, and such rates shall be published by the Commissioners in the *New Zealand Gazette*; and the Company shall give all proper consignment-notes, receipts, and tickets, and otherwise account to the Commissioners for such traffic as the Commissioners may require.

5. The Company shall be responsible for all damages occurring to the Commissioners' rolling-stock when on the Company's line, reasonable wear-and-tear excepted.

6. The Commissioners shall be entitled, should they require to do so, to run their own engines and trains on the Company's line upon giving a week's notice to the Company of their intention to do so, and such running and all other trains running and work shall be conducted on the Company's line subject to the by-laws, rules, and regulations in force upon the New Zealand railways during such time as the Commissioners may continue to use the Company's line.

7. The Company shall pay to the Commissioners a rental of 1d. per mile or fraction of a mile which each truck or van may be run, loaded or partially loaded, on the Company's railway, and at the rate of 3d. per mile or fraction of a mile which each carriage may be run on the Company's railway, and at the rate of 1s. 4d. per mile or fraction of a mile for each locomotive run by the Commissioners on the Company's railway, such trucks, vans, carriages, or locomotives being the property of the Commissioners.

8. The Company shall supply the Commissioners with such coal as they require for locomotive purposes on the railway from Westport to Mokihinui at a rate not exceeding 10s. per ton, delivered at Mokihinui to the engine or trucks, such coal to be free from slack, and fit for locomotive purposes to the Commissioners' satisfaction.

9. This agreement shall not come into operation until the Company has completed and equipped its railway as hereinbefore provided, and until the extension of the Westport–Ngakawau Railway to the Mokihinui River is completed and connected with the Company's railway, and vested in the Commissioners, as provided in "The Westport–Ngakawau Railway Extension Act, 1890."

10. This agreement shall remain in operation for twelve months from the date when the Company has completed and equipped its railway as aforesaid or the Westport–Ngakawau railway extension has been connected therewith and vested in the Commissioners, whichever event shall last happen.

In witness whereof the aforesaid parties hereunto set their hands and seals the day and year first above written.

Sealed with the common seal of the New Zealand Railway Commissioners, and signed by James McKerrow, Joseph Prime Maxwell, and William Mowat Hannay, the said Commissioners, in the presence of—

(L.S.) JAMES MCKERROW.
J. P. MAXWELL.
W. M. HANNAY.

E. G. PILCHER,
Secretary, Wellington.

The common seal of the Mokihinui Coal Company (Limited) was hereunto set by Thomas G. Macarthy and John Barton, two of the directors of the said Company duly authorised in that behalf, in the presence of—

(L.S.) T. G. MACARTHY.
JOHN BARTON.

THOMAS ROSKRUGE.
F. ALLEN.

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