

*Contractor* means Contractors where two or more persons tender or contract jointly for the supply and delivery of the coal, and includes any incorporated joint-stock or other company or association who may so tender or contract.

*Coal* means New Zealand screened coal.

2. The Contract shall include the supply and delivery into railway-trucks, in strict accordance with the terms of these conditions, of such coal for use of the New Zealand Government Railways as is indicated in the Schedule hereto, and for which orders may be given between the 1st day of April, 1899, and the 31st day of March, 1900.

3. The Contractor shall supply coal in such quantities and at such times as may be ordered by the Locomotive Officer for use on the New Zealand Government Railways, and, if required by or on behalf of the Minister, any additional coal for the use of any Government service in the Colony of New Zealand.

4. Tenders must be made on the printed forms provided for the purpose. Tenderers shall state the description of coal which they will deliver, the name of the mine from which it will be supplied, the quantity per week which they are prepared to deliver if required, the railway-station or siding where delivery will be made, and the rate per ton. A separate tender shall be made for delivery at each locality. Trucks which carry the coal for the department to be exempt from charges for truck-hire. The Minister reserves the right to accept the whole or part of any tender. Tenders may be sent in for unscreened coal from any of the mines on the west coast of the South Island; such unscreened coal shall not contain more than 50 per cent. of small coal that would pass through a half-inch mesh.

5. The coal shall be the best of its kind, free from stone or other impurities. Brown coal shall be free from "slack" and such small coal as would pass through a one-inch mesh. Other kinds of coal shall be free from slack and small coal that would pass through a half-inch mesh. If the Locomotive Officer considers that the coal delivered is not in accordance with specification, he may, should he think fit, screen after delivery, and, having estimated the weight of screenings, deduct any excess over amount allowed by specification from the gross weight of coal delivered. The cost of screening will be deducted from any moneys due or to become due to the Contractor, who shall not be entitled to any claim for payment on account of the screenings; such screenings shall become the property of the Minister if not removed by the Contractor within seven days. But the provisions in this clause shall not be held to prevent the Locomotive Officer from exercising the powers given under clause 8 of this specification.

6. Brown coal shall be delivered within one week after date of an order in writing from the Locomotive Officer, and other classes of coal within four weeks of such order. The Contractor shall give the Locomotive Officer forty-eight hours' notice before making delivery.

7. Should the Contractor fail to deliver any order within the time specified, the Minister shall be at liberty to purchase elsewhere, either native or imported coal, in such manner as he may deem expedient; and any excess of cost incurred through or arising out of such purchase may be deducted from any moneys due or thereafter to become due to the Contractor. The Minister shall determine the amount of such excess of cost. Provided that nothing herein shall be deemed to prejudice the right of the Minister to recover such excess of cost by ordinary process of law, or any other right given under this contract.

8. The Locomotive Officer may condemn and reject any coal which in his opinion is not in accordance with this specification, and the Contractor shall not be entitled to any payment for the coal, or compensation of any kind whatever on account of such rejection. The Locomotive Officer may refuse to take delivery, or, if the coal be rejected after delivery, the Contractor shall remove it from the railway premises at his own expense within seven days of a notice in writing from the Locomotive Officer being sent to him calling upon him to do so, failing which the coal shall become the property of the Minister.

9. The coal shall be weighed at the time of delivery on the railway weighbridge, when such is available, free of charge to the Contractor, or, failing that, the Contractor shall furnish the Locomotive Officer with such a certificate as may satisfy him that the proper weight is delivered, or shall take such other steps as he may be required to do to insure correctness.

10. Each tender shall be accompanied by a cheque for the sum named in the Schedule as deposit, marked by a banker as "Good for twenty-one days," and crossed "*Receiver General's Deposit Account.*" The cheque deposited with the accepted tender, or such proportion of it as the Minister shall deem fit, will be held as security for the proper fulfilment of the contract, and in the event of the Contractor failing to perform or complete the said contract to the satisfaction of the Minister, the Minister shall be entitled to declare such deposit to be absolutely forfeited to Her Majesty the Queen, and the same shall thereupon become and be absolutely forfeited accordingly.

11. Within seven days after notification in writing of the acceptance of the tender, the Contractor shall attend at the office of the Stores Manager at Wellington, and at any other place at the office of the Storekeeper, and shall execute a bond, with two approved sureties, in accordance with the scale mentioned in the Schedule attached to these conditions, as a further security for the due performance of the contract.

12. All accounts must be rendered to the Locomotive Officer, in duplicate, on Treasury voucher forms, to be obtained on application. Payment will be made in full within twenty-eight days, or as near as may be, after delivery in accordance with the terms of these conditions.

13. The quantities named in the Schedule are estimated requirements only, and the Minister reserves the right to order more or less as may be desirable, and to make other purchases for experimental purposes.

14. The contract to be suspended during the continuance of any strike among the Contractor's hands at the coal-mine, provided that the delivery of all orders under the contract given before the commencement of such strike shall be completed in terms of the contract.