

1902.

NEW ZEALAND.

WESTINGHOUSE BRAKE COMPANY AND THE MINISTER FOR RAILWAYS

(AGREEMENT BETWEEN) FOR FITTING THE WESTINGHOUSE BRAKE TO THE ROLLING-STOCK
IN THE SOUTH ISLAND.

Presented to both Houses of the General Assembly by leave.

AGREEMENT.

THIS agreement, made the ninth day of July, one thousand nine hundred and two, between William Holmes Nisbet, the Attorney acting on behalf of the Westinghouse Brake Company (Limited), (hereinafter referred to as "the Company"), of the one part, and the Minister for Railways of the Colony of New Zealand (hereinafter called "the Minister") of the other part. Whereas, the Government of New Zealand having decided to fit the Westinghouse brake to the whole of the rolling-stock used on the New Zealand railways, negotiations have taken place between the Minister and the representative of the Company in Australasia, and an agreement has been come to that the Company shall fit such brake to the rolling-stock in the South Island as hereinafter agreed: Now this agreement witnesseth:—

1. The Company shall and will supply all the patent parts and materials and do all the work necessary to fit the Westinghouse brake complete to the locomotives, cars, brake-vans, wagons, and cranes mentioned in the schedule hereto annexed, with the best possible despatch, and within three years from the first day of September, one thousand nine hundred and three, at the place in this agreement mentioned, subject to a reasonable extension of time in the event of delays caused by the Minister, or in the event of additional work or material being ordered, or in the event of delay being caused by fire, or flood, or by strikes, or by any alteration of the terms or conditions of this contract, or by any other cause not controllable by or attributable to the Company.

2. The Company undertakes to supply a sufficient quantity of patented parts and gear for equipping the rolling-stock as aforesaid to insure the due performance of the Company's part of this agreement.

3. Upon reasonable notice being given by the Company to the Minister of the expected arrival of any material to be used for the purposes aforesaid, the Minister shall provide sufficient properly sheltered storage-room, and if such places are not within or adjacent to the place where it is intended that the work of fitting the said brake and gear shall be carried on, then the Minister shall bear the expense of removing the same to the workshop.

4. The Minister shall provide suitable workshop accommodation for fitting the said brakes to the locomotives, vans, and other vehicles at the place where the same is to be fitted.

5. The place where the said brakes are to be fitted is Addington Railway Workshops.

6. The Minister will not be responsible for the safe custody of any material belonging to the company; nor will the Minister be responsible for any accidents, from any cause whatsoever, to any person employed upon the performance of this contract, unless such accident shall be shown to be due to the default or neglect of any servant of the New Zealand Railways.

7. The Minister shall agree that all material and persons used or engaged in the performance of this contract shall be carried on the New Zealand railways free of all charges.

8. The prices to be paid by the Minister for the work done and material supplied from time to time shall be according to the price set out in the schedule hereto annexed; and payments shall be made therefor to the credit of the Westinghouse Brake Company (Limited) at the Bank of Australasia, in Wellington, in the month of January of each year during the continuance of this contract, for the value of work done and material placed in the sheds or workshops aforesaid, according to schedule rates.

9. The work shall be paid for in three annual instalments, payable in the month of January of each year as aforesaid, and shall be made as follows: The first payment, which shall be made in January, one thousand nine hundred and four, shall not exceed seventy-five thousand pounds (£75,000); and the second and third payments shall be made in January, one thousand nine hundred and five and one thousand nine hundred and six respectively, neither of which shall exceed one hundred thousand pounds (£100,000); and if there should be any balance payable, the same shall be paid in January, one thousand nine hundred and seven.

10. In the event of any part or parts of the existing gear being used, the Minister shall be allowed a fair and reasonable price for such parts; the value of such part or parts to be based on