

the valuations adopted in carrying out the contract made between the above parties in respect of the North Island railways. Such valuations shall be deducted from any sum due to the Company.

11. The Company will notify the Minister from time to time of the number of engines, trucks, or other vehicles which the Company requires for the purpose of being fitted with the brake, and the Minister will comply with such reasonable request for the delivery aforesaid: Provided always that no delivery need be made during the Christmas-New Year holidays, or at such other times as may be inconvenient to the Department on account of heavy traffic: Provided always that any such non-delivery of vehicles shall entitle the Company to an extension of time for completing this contract.

12. The Company will fit the locomotives, vans, or other vehicles without unnecessary delay, and will keep the same out of traffic for no longer period than need be, having regard to the work to be done.

13. In fitting the vehicles according to annexed schedule, the Company is to supply and fit all the necessary parts to the locomotives and vehicles, so that there shall be fitted to them all the parts according to the latest-adopted method of the Westinghouse Brake Company, particulars of which are specified in the second part of the schedule hereto annexed; and the Company shall also supply all the gear and necessary material other than the Westinghouse patent fittings, except where specially directed in the schedule attached hereto.

14. All the work and material are to be to the satisfaction of the Chief Mechanical Engineer of the New Zealand Railways, or such person as he may nominate.

15. In addition to the engines and vehicles enumerated in the schedule attached to this contract, the Company is to fit all engines and vehicles added to the stock in the South Island during the continuance of this contract, and shall receive therefor payment according to the rates hereinbefore agreed between the Minister and the Company.

16. The Company is to pay its employees not less than the rate of wages fixed by the Arbitration Court from time to time under the provisions of "The Industrial Conciliation and Arbitration Act, 1900," and the amendments thereof.

17. The Company in employing its men, except foremen and inspectors, is to employ New Zealand artisans and labourers, but so that all men hitherto employed by the Company are to be included in such definition.

18. If any dispute shall arise as to the meaning of these presents, or as to any matter arising thereunder, the same shall be referred to arbitration, and the provisions of "The Arbitration Act, 1890," shall apply to this agreement, but the costs of any dispute shall abide the event. And it is further declared that no arbitrator or umpire to be appointed under these presents shall be a Civil servant or contractor within the meaning of "The Disqualification Act, 1878," and its amendments, unless he is or shall have been a permanent Judge of the Supreme Court.

19. In the event of this contract not being completed within a period specified in clause 1 of this agreement, or within any extended time under this contract in terms of clauses 1 and 11 of this agreement, the Company undertakes to pay to the Minister the sum of five pounds (£5) per locomotive per week, two pounds (£2) per car per week, and ten shillings (10s.) per wagon or other vehicle per week remaining unequipped with the brake at the end of the time specified in clause 1 of this agreement, or extended time for the completion of this contract; such penalty to be deducted by the Minister from the sum due to the Company at the completion of the contract.

In witness whereof this agreement has been executed by or on behalf of the parties hereto the day and year first above written.

Signed by the Honourable the Minister for Railways in the presence of—

B. M. WILSON,
Private Secretary,
Wellington.

J. G. WARD.

Signed by William Holmes Nisbet, the Attorney acting for and on behalf of the Westinghouse Brake Company (Limited), in the presence of—

JOHN A. PIKE,
Merchant.

THE WESTINGHOUSE BRAKE COMPANY (LIMITED)
(by its Attorney,
WM. H. NISBET).

I, WILLIAM HOLMES NISBET, of Sydney, in the Colony of New South Wales, presently of Wellington, in the Colony of New Zealand, do solemnly and sincerely declare:—

1. I have executed the within agreement under and by virtue of a power of attorney, dated the 6th day of February, 1901, from the Westinghouse Brake Company (Limited) in my favour.

2. I have not received any notice or information of the revocation of such power of attorney or otherwise.

3. That the agreement aforesaid has been entered into in accordance with the instructions of the Company to myself.

And I make this solemn declaration conscientiously believing the same to be true, and under and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

Declared at Wellington aforesaid, this 9th day of July, 1902,
before me—

T. W. HISLOP,
a Solicitor of the Supreme Court of New Zealand.

WM. H. NISBET.