

1882.

## NEW ZEALAND.

## DUNTRON AND HAKATERAMEA RAILWAY

(ARRANGEMENTS FOR WORKING THE).

*Presented to both Houses of the General Assembly by Command of His Excellency.*

## MEMORANDUM OF ARRANGEMENTS FOR WORKING THE DUNTRON AND HAKATERAMEA RAILWAY BY THE MINISTER FOR PUBLIC WORKS.

THE line to be worked by the Minister subject to the rules, regulations, and by-laws in force upon the New Zealand Railways, the gazetted rates for the New Zealand Railways being charged.

2. The Government to supply rolling-stock of every kind, viz., engines, carriages, brake-vans, trucks, horse-boxes, &c. The Government will also supply the staff, stores, and stationery necessary for working the traffic and maintenance of the line.

3. The whole conduct of the business of the line will be under the control of the General Manager of the New Zealand Railways.

4. In consideration of the Government working the line and paying all expenses connected therewith, including the supply of all rolling-stock, the Company shall pay to the Minister for Public Works the sum of 5s. per train-mile for every train-mile which is run on the Company's line.

5. Passengers will be booked from Oamaru, Pukerui Junction, and stations on the Duntrou branch line, to all stations on the Company's line, and *vice versa*.

6. Parcels will be booked from all stations between Dunedin and Timaru to stations on the Company's line, and *vice versa*; other parcels must be rebooked at the junction (Duntrou).

7. Goods will be booked from all stations between Dunedin and Timaru to stations on the Company's line, and *vice versa*; other goods must be rebooked at the junction.

8. Division of charges will be made between the New Zealand Railways and the Company, thus:—  
For passengers and parcels, proportionately to mileage.

For goods, proportionately to mileage, but subject to the following deductions before division is made:—

On goods of Classes A, B, C, D, 3s. per ton, excepting when consigned to Dunedin Station; 4s. 1d. per ton on goods consigned to Dunedin Station, but not to private sidings there; 3s. per ton on goods consigned to private sidings at Dunedin.

On goods of Class E, 4s. 1d. per ton on goods consigned to Dunedin, but not to private sidings there; 3s. per ton, excepting when consigned to or from private sidings or to Dunedin; 2s. 6d. per ton when consigned to or from a private siding; 2s. per ton when consigned between two private sidings.

On cattle and sheep, Class M, 5s. per truck.

In each of the preceding cases 1s. per ton will be allowed to the Company, and 1s. 6d. per truck for Class M.

For goods of Classes F, H, K, N, and P, the rates will be divided between the Government and the Company proportionately to the mileage carried.

9. Payments to the Company of the charges and allowances due to it, after deducting all the expenses chargeable against the Company as defined hereinbefore, will be made four-weekly, due time being allowed for compiling and auditing the accounts; and, provided that the expenses so chargeable against the Company exceed the receipts, the excess of such expenses above the receipts shall be refunded to the Government by the Company for each four-weekly period, within fourteen days from date of notice, in writing, given by the Minister for Public Works to the Chairman of the Company.

10. The accounts shall be open to the inspection of the Company, and such statistical information as is wanted may be obtained by the Company upon payment of the clerical expense involved in compiling it.

11. This arrangement will commence on the 2nd day of July, 1881, and may remain in force for twelve months, but it shall be terminable after three months' notice has been given by either party.

12. The Company to pay all claims arising from damage to or loss of goods and parcels, and all claims for personal damages which occur on the Company's line.

13. Should the Company neglect or refuse to fulfil any of the conditions hereinbefore stipulated the Minister may, without further process or notice, cease to work the line, and the Company shall have no claim for compensation or damages on account of such stoppage, or on account of any action arising therefrom.

J. P. MAXWELL,

General Manager, New Zealand Railways.

JOHN MCGREGOR,

Chairman, Duntrou-Hakateramea Railway  
Company (Limited).

27th June, 1881.

Mr. HANNAY to Mr. MCGREGOR.

New Zealand Railways, Traffic Superintendent's Office,  
Dunedin, 6th December, 1881.

SIR,—

*Hakateramea Extension.*

I have the honor to inform you that the Government is prepared to work the extension from Kurow across the Waitaki on the same terms as those by which the present line is worked, with the following exception: The Government will not take the risk of maintenance against floods, and should damage arise from this cause the Company will be required to make it good.

On hearing from you that the Company agrees to these terms I will at once instruct that the extension be worked.

J. McGregor, Esq., C.E.,  
Managing Director, Duntroon and Hakateramea  
Railway Company (Limited).

I have, &c.,

W. M. HANNAY.

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Mr. MCGREGOR to Mr. HANNAY.

SIR,—

Duntroon-Hakateramea Railway, Dunedin, 7th December, 1881.

I have the honor to acknowledge receipt of your letter of the 6th instant, intimating that the Government is prepared to work the extension of the above railway from Kurow across the Waitaki River on the same terms as those on which the present line is worked, with certain exceptions mentioned.

In reply, I beg to inform you that the Company agrees to your terms for working extension.

W. M. Hannay, Esq., Traffic Superintendent,  
New Zealand Railways, Dunedin.

I have, &c.,

JOHN MCGREGOR.