

1900.

NEW ZEALAND.

WESTINGHOUSE BRAKE COMPANY AND THE
MINISTER FOR RAILWAYS(AGREEMENT BETWEEN), FOR FITTING THE WESTINGHOUSE BRAKE TO THE ROLLING-STOCK
IN THE NORTH ISLAND.*Laid on the Table of the House of Representatives by Leave.*

AGREEMENT made the tenth day of April, one thousand nine hundred, between JOHN NISBET, the Attorney acting for and 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 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 North Island as hereinafter agreed, and that the fitting of the same to the rolling-stock not named in the attached schedule shall be proceeded with on the Minister requiring the same to be done as provided in this agreement.

NOW THIS AGREEMENT WITNESSETH:—

1. The Company shall and will supply all the patent parts and material, and do all the work necessary to fit the Westinghouse brake complete to the locomotives, cars, brake-vans, wagons, and cranes mentioned in the schedules hereto annexed with the best possible despatch, and within three years from the date of this agreement, at the respective places 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 for the North Island, or in the event of delay being caused by fire or flood, or by strikes, or by any change in the place where any part of this contract is to be performed, or by any other cause not controllable by or attributable to the Company.

2. The representative aforesaid of the Company having, at the request of the General Manager of Railways, and pending the execution of this agreement, ordered certain material for the purpose of giving effect to this agreement by the Company, the Minister hereby ratifies such request by the General Manager, and the Company undertakes to continue to import to the colony a sufficient quantity of patented parts for equipping the rolling-stock as aforesaid, and to import to the colony or manufacture therein a sufficient quantity of gear 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 brakes 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 respective places where the same are to be fitted.

5. The places where the said brakes are to be fitted are as follows: For the Wellington—New Plymouth—Napier Section, the Petone works; for the Auckland Section, the works at Newmarket: PROVIDED ALWAYS that if the Minister finds that it will be more convenient to fit the brakes at any other place on each respective section, the same shall be done without any increased cost, but so that the Minister shall not require the fitting to be done at any place at or near which there is not reasonable sleeping and living accommodation for the men employed, and suitable sheds and workshops for carrying on the works.