

6. The Minister will not be responsible for the safe custody from any cause whatever of any material belonging to the Company, nor will the Minister be responsible for any accidents 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 price to be paid by the Minister for the work done and material supplied from time to time shall be according to the prices 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 during the month of January in 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: PROVIDED ALWAYS that 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 agreed upon by the representative of the Company and the Locomotive Superintendent of the New Zealand Railways, and such value shall be deducted from any sum due to the Company.

9. The Company will notify the Minister from time to time of the number of engines, trucks, or other vehicles which the Company require 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.

10. 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.

11. 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, 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.

12. All the work and material are to be to the satisfaction of the Locomotive Superintendent of the New Zealand Railways, or such person as he may nominate.

13. Should the Minister desire during the continuance of this contract to have additional vehicles fitted with the brake aforesaid, the Company shall and will fit the same accordingly, and shall receive therefor payment according to the rate hereinbefore agreed between the Minister and the Company.

14. 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 agreed 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.

15. In the event of this contract not being completed within the period specified in clause 1 of this agreement, or within any extended time which may have been granted under this contract in terms of clauses 1 and 9 of this agreement, the Company undertake to pay 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 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 this contract.

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

J. G. WARD.

Signed by the Honourable the Minister for Railways in the presence of—T. RONAYNE.

THE WESTINGHOUSE BRAKE COMPANY (LIMITED),
By its Attorney, JOHN NISBET.

Signed by John Nisbet, the Attorney acting for and on behalf of the Westinghouse Brake Company (Limited), in the presence of—JOHN A. PIKE, Merchant.

I, JOHN 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 fourteenth day of April, 1899 (one thousand eight hundred and ninety-nine), 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 had 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."

JOHN NISBET.

Declared at Wellington aforesaid, this 27th day of March, 1900, before me—T. W. Hislop, a Solicitor of the Supreme Court of New Zealand.