

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

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.

SCHEDULE OF PRICES FOR FITTING SOUTH ISLAND ROLLING-STOCK WITH THE WESTINGHOUSE BRAKE.

Kind of Vehicle.	Number of Vehicles to be fitted.	Kind of Equipment.	Cost per Vehicle.
Tender engines	42	Complete	£ 210 0 0
Tank engines	69	"	190 0 0
All bogie vehicles	449	"	44 5 0
Four-wheel vans	59	"	34 0 0
Four-wheel vehicles	6,844	"	30 0 0
Miscellaneous	90	Through-pipe only	7 10 0

1. The rate quoted for engines includes the supply and fitting of governors.
2. Where main reservoirs have to be placed on tenders, an additional charge of £1 2s. 6d. will be made for each extra coupling required.
3. Bogie brake-vans, £2 extra.
4. The rate quoted for bogie vehicles includes the coupling-up of hand-brakes.
5. All ironwork not already painted will receive one coat of tar or paint.
6. Where pressure-retaining valves are fitted, an extra charge of £1 per vehicle or engine will be made.
7. Safety loops will be placed under each end of all brake-beams on all cars, vans, and wagons.
8. All old brake-gear not required to be used again will be taken down if in the way of the Westinghouse equipment.

STANDARD SET OF FITTINGS FOR AN ENGINE AND TENDER WITH DRIVING-WHEEL BRAKES.

Parts applied to Engine.

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| 1 air-pump. | 1 equalising driver's brake-valve. |
| Wrenches. | 1 brake-valve reservoir. |
| 1 ball lubricator. | 1 duplex air-gauge. |
| 2 driving-wheel-brake cylinders with cross-heads (or 1 vertical-brake cylinder with push-rod). | 1 steam-cock. |
| 1 reservoir. | 1 release-cock (or 1 release-valve). |
| 1 nipple for reservoir. | 1 $\frac{1}{2}$ in. cock. |
| 1 ordinary triple valve. | 2 unions for main reservoir. |
| | 1 coupling for between engine and tender, with 1 in. union. |

Parts applied to Tender.

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| 1 combined brake apparatus, consisting of 8 in. cylinder, reservoir, and triple valve in one piece. | 1 coupling-cock. |
| 1 hose-coupling. | 1 dust-catcher for 1 in. pipe. |
| 1 dummy coupling. | 1 release-spring. |
| | 1 drip-cup for 1 in. pipe. |
| | 1 cross-head. |

STANDARD SET OF FITTINGS FOR A TANK ENGINE.

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| 1 air-pump. | 1 release-cock (or 1 release-valve). |
| 3 wrenches. | 1 $\frac{1}{2}$ in. cock. |
| 1 ball lubricator. | 2 couplings. |
| 1 brake-cylinder complete. | 2 dummy couplings. |
| 1 reservoir. | 2 coupling-cocks. |
| 1 nipple for reservoir. | 2 unions for main reservoir. |
| 1 ordinary triple valve. | 1 drip-cup for 1 in. pipe. |
| 1 equalising driver's brake-valve. | 1 release-spring (if a brake-cylinder No. 7 or 8 is used). |
| 1 brake-valve reservoir. | 1 cross-head. |
| 1 duplex air-gauge. | |
| 1 steam-cock. | |

STANDARD SET OF FITTINGS FOR A CARRIAGE OR WAGON.

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| 1 combined brake apparatus, consisting of a 6 in. cylinder reservoir and quick-acting triple valve in one piece. | 2 dummy couplings. |
| 1 release-valve. | 1 dust-catcher. |
| 2 hose-couplings. | 1 cross-head. |
| | 1 release-spring (for vehicles with hand-brakes only). |

STANDARD SET OF FITTINGS FOR A VAN.

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| 1 combined brake apparatus, consisting of a 6 in. cylinder reservoir and quick-acting triple valve in one piece. | 2 coupling-cocks. |
| 1 release-valve. | 1 dust-catcher. |
| 2 hose-couplings. | 1 cross-head. |
| 2 dummy couplings. | 1 release-spring. |
| | 1 air-gauge. |
| | 1 $\frac{3}{4}$ in. cock (guard's brake-valve). |

STANDARD SET OF FITTINGS FOR A VEHICLE WITH CONNECTING-PIPES ONLY

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|--------------------|-------------------|
| 2 hose-couplings. | 2 coupling-cocks. |
| 2 dummy couplings. | |

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