

1907.

NEW ZEALAND.

WELLINGTON AND MANAWATU RAILWAY COMPANY (LIMITED)

(CORRESPONDENCE RENEWING AGREEMENT FOR THE INTERCHANGE OF TRAFFIC BETWEEN
THE NEW ZEALAND GOVERNMENT RAILWAYS AND THE).

*Laid on the Table of the House in pursuance of Section 43 of "The Government Railways
Act, 1900."*

SIR,—Head Office, Wellington, 30th January, 1907.
With reference to the agreement for the interchange of traffic between your company and the Department, dated the 7th October, 1902, and operating from the 13th idem, which has been renewed from time to time, I shall be glad if your company will agree to its remaining in operation until the 31st March, 1908.

I have, &c.,

T. RONAYNE,

General Manager.

The General Manager, Wellington and Manawatu Railway Company (Limited), Wellington.

Wellington and Manawatu Railway Company (Limited),
Wellington, 19th February, 1907.

SIR,—

Interchange of Traffic.

I have the honour to acknowledge receipt of your favour of the 30th ultimo, and in reply beg to say that my directors concur in the agreement remaining in operation till the 31st March, 1908.

I have, &c.,

W. M. HANNAY,

General Manager.

The General Manager, New Zealand Railways, Wellington.

WELLINGTON AND MANAWATU RAILWAY.

MEMORANDUM OF AGREEMENT for the Interchange of Traffic between the New Zealand Government Railways and the Wellington and Manawatu Railway Company (Limited).

1. THE term "Minister" means the Minister for Railways, or any Minister or person for the time being acting for him, appointed by "The Government Railways Act, 1900." The term "Company" means the Wellington and Manawatu Railway Company (Limited).

2. For the purpose of this agreement the commencement of the Company's line at Wellington shall be deemed to be at 33 ft. measured in a northerly direction from the junction crossing connecting the Company's line and the Wellington-Woodville Railway near Pipitea Point; and in the Manawatu district the commencement of the Company's line shall be deemed to be at Longburn Railway-station, 9 ft. clear of the Government centre line.

3. Goods traffic, and horses and carriages booked through Passenger Department, may be interchanged at Wellington and Longburn; passenger, parcels, and coaching traffic not otherwise specified, only at Longburn.

4. The Stationmaster at Longburn and his assistant shall carry out the instructions of the Company's officers where such instructions relate to the control of the Company's trains, traffic, or property. The Minister shall recognise the Company's right to demand the removal from Longburn of any officer for neglect of duty or misconduct. The junction at Longburn shall be under the control of the Minister, who shall pay half the salary of a Stationmaster to be placed by the Minister at Longburn, and half other goods-traffic expenses. The other moiety to be paid by the Company.

5. Passengers will be booked through between such of the Company's stations and such stations on the Wellington-Napier-New Plymouth Section as may be mutually arranged from time to time. The fares shall be computed at the Government scale of rates and charged on the continuous mileage for the through journey, and the allocation to the Company and the Government respectively shall be on a mileage basis.

6. Parcels, horses, carriages, dogs, and excess luggage will be booked through between all stations on the Company's line and all stations on the Wellington - Napier - New Plymouth Section. The charges will be computed at the Government scale of rates and based on the continuous mileage, and the allocation to the Company and the Government respectively shall be on a mileage basis.

7. The Government carriages and brake-vans composing the mail-train from New Plymouth may be run on the Company's line to Wellington, and similarly the Company's carriages and brake-vans composing the mail train from Wellington may be run on the Government line to New Plymouth.

8. Except as provided in clause 24, the Government carriages and brake-vans shall not be used for local traffic on the Company's line, nor shall the Company's carriages or brake-vans be used for local traffic on the Government line.

9. The Government shall find carriages and brake-vans for two mail-trains and the Company shall find carriages and brake-vans for one mail-train, all to be free of charge.

10. All locomotive-power for the haulage of mail-trains between Wellington and Longburn shall be provided by the Company.

11. For the purpose of interchanging goods traffic the Government trucks may be run on the Company's line, and the Company's trucks on the Government line.

12. Trucks returning to the parent line may be loaded with goods for the parent line.

13. The Company's trucks or sheets shall not be used for local traffic on the Government line, nor shall the Government trucks or sheets be used for the local traffic on the Company's line.

14. No four-wheeled truck shall be forwarded from the parent line for interchanged traffic with less load than $1\frac{1}{2}$ tons of goods of classes A, B, C, D, H; 3 tons of E and K; or 4 tons of F, N, P, Q; any less quantity must be transhipped at Wellington or Palmerston North, if necessary. For bogie trucks the minimum shall be double that of four-wheeled trucks. Trucks containing the minimum quantity specified above will be deemed to be loaded trucks for the purpose of this agreement.

15. The Company shall find a covered van and the Government shall find a covered van, each free of charge, to be run with each daily through train between New Plymouth and Wellington for conveyance of small lots of goods.

16. Where trucks are forwarded from the parent line to the foreign line, and the distance from the junction does not exceed eighty-five miles, two clear days (in addition to the day of arrival at and return to the junction) will be allowed before charges for demurrage are made. Where such distance exceeds eighty-five miles an additional day will be allowed.

17. The charges for trucks will be as follows:—

For all four-wheeled trucks, 1d. per mile.

For double-bogie trucks, $1\frac{1}{2}$ d. per mile.

Computed on mileage run by loaded trucks.

18. Sheets will be charged $\frac{1}{4}$ d. per mile each when in use, and will be subject to the same regulation for return to the parent line as wagons.

19. Mileage will not be charged upon wagons or sheets returning homeward to the parent line.

20. Demurrage will be charged—on each four-wheeled truck detained by the foreign line beyond the prescribed time, 4s. per day or part thereof; bogie trucks, double rate.

21. Demurrage will be charged on sheets at the rate of 6d. per sheet per day.

22. Sundays and days when goods traffic is suspended must not be counted.

23. The Company shall, if required, run engines, carriage and wagon stock for transfer between stations on the Wellington - Napier - New Plymouth Section at the following rates per mile, viz.:—

	s.	d.
Engines...	1	6
Four- and six-wheeled cars	0	3
Double-bogie cars	0	6
Four-wheeled trucks	0	$1\frac{1}{2}$
Double-bogie trucks	0	3

24. When coaching stock is borrowed, either by the Company or the Minister, and used for local traffic only, the charges will be at the following rates per day or portion of a day:—

	£	s.	d.	
Carriages, double-bogie	1	0	0	each.
Carriages, six-wheeled	0	15	0	"
Brake-vans	0	15	0	"

25. The Company's officers shall act under the instructions issued from time to time by the General Manager of the New Zealand Government Railways in accounting for and dealing with all interchanged traffic, and shall render such returns to the Railway Accountant, New Zealand Government Railways, as may be required by such instructions.

26. The Minister shall be responsible for causing to be collected from the consignees or other persons all proper charges on behalf of the Company which the Company is legally entitled to charge and collect for passenger, parcels, coaching, and goods traffic which has passed over the line, which charges may have been properly waybilled, and otherwise notified by the Company's officers to the receiving-stations on the Government line in accordance with the by-laws and other instructions in operation on the New Zealand Government railways.

27. The Company shall similarly be responsible for collecting the New Zealand Government railway charges on interchanged passenger, parcels, coaching, and goods traffic.

28. The Minister shall cause the accounts for interchanged traffic to be compiled and audited for each four weeks, or thereabouts, in accordance with the practice on the Government lines, and shall cause accounts to be rendered to the Company within four weeks, or thereabouts, after the close of each accounting-period; and there shall be a settlement of account as between the Government line and the Company's line by cash payment of the balance due from one to the other respectively, as may be ascertained from such audited accounts.

29. The Company shall permit any officer duly appointed by the Minister to examine any traffic accounts on its line, if necessary, for accounting and audit purposes; and, similarly, the Minister shall permit any duly appointed officer of the Company to examine any traffic accounts on the line interchanging traffic with the Company's line.

30. Except as otherwise provided herein, the fares, rates, and charges for the conveyance of all passenger, parcels, coaching, and goods traffic upon the company's line shall be fixed by the Company.

31. The Company shall supply the Minister with schedules of such fares, rates, and charges, and the Minister may cause the same to be gazetted for the information of the public. All such fares, rates, and charges to be used subject to the general regulations in operation on the New Zealand Government railways. Such fares, rates, and charges will be in addition to the fares, rates, and charges which are made by the Minister for the conveyance of passenger, parcels, coaching, and goods traffic upon the Government lines.

32. When through goods are consigned to the Company's station at Wellington for shipment at the Railway or Glasgow Wharf, the Minister shall perform the shunting from the Company's station free; but for the Company's local traffic may charge the gazetted rates for port traffic, such charges to be in addition to the other rates.

33. The Company shall be responsible for payment of all damages or losses to persons or property occurring on the Company's line, unless such damage or loss is clearly traceable to the negligence or error of any Government servant, or to the defect of any Government stock or appliances.

34. The Government, similarly, shall be responsible for payment of all damages or losses to persons or property occurring on the Government line, unless such damage or loss is clearly traceable to the negligence or error of any of the Company's servants, or to the defect of any of the Company's stock or appliances.

35. The Company's rolling-stock and tarpaulins shall be correctly numbered and lettered to distinguish them from the Government stock, and the Company's wagons shall also be correctly tared.

36. The Company shall pay the Minister for all tickets and stationery issued to the Company's stations.

37. The Minister may at any time cause rolling-stock the property of the Company to be put off the Government trains if defective or dangerous, and may forbid such stock from running on the Government line until such defect or dangerous condition be amended by the Company. In such cases, due notice being given, demurrage will not be chargeable.

38. The Company, similarly, may at any time cause rolling-stock the property of the Government to be put off the Company's trains if defective or dangerous, and may forbid such stock from running on the Company's line until such defect or dangerous condition be amended by the Government. In such cases, due notice being given, demurrage will not be chargeable.

39. The Company shall run one train daily from Wellington to Longburn, and one train daily from Longburn to Wellington, to connect with the Government daily service between Longburn and New Plymouth.

40. The Company shall nominate an officer in charge of its line with whom the Government District Traffic Manager at Wanganui may communicate for the purpose of carrying on the traffic in terms of this agreement.

41. This agreement shall take effect as from the thirteenth day of October, 1902, and shall remain in force for twelve months from that date.

As witness my hand this seventh day of October, one thousand nine hundred and two.

J. G. WARD,
Minister for Railways.

The seal of the Company was hereunto affixed, this twenty-second day of September, one thousand nine hundred and two, by order of the Directors, by

W. M. HANNAY,
General Manager of the Company.

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