

1894.
NEW ZEALAND.

NEW ZEALAND MIDLAND RAILWAY:

COPY OF AGREEMENT BETWEEN THE NEW ZEALAND RAILWAY COMMISSIONERS AND THE NEW ZEALAND MIDLAND RAILWAY COMPANY (LIMITED) FOR THE CONVEYANCE OF COAL FOR EXPORT OVER THE GREYMOUTH-BRUNNERTON RAILWAY.

Laid upon the Table of the House of Representatives in pursuance of Section 172 of "The Public Works Act, 1882."

Agreement between the NEW ZEALAND RAILWAY COMMISSIONERS and the NEW ZEALAND MIDLAND RAILWAY COMPANY (LIMITED), for the Conveyance of Coal for Export over the Greymouth-Brunnerton Railway.

Whereas, by an agreement dated the 14th July, 1892, between the New Zealand Railway Commissioners and the New Zealand Midland Railway Company (Limited), for the exercise of running-powers by the Company over the Government Railway from Brunnerton to Greymouth, hereafter referred to as "the said agreement," it was provided among other things that the said agreement should not be held to apply to coal carried by rail for export by sea: And whereas it is expedient that the several parties to the said agreement should now agree to terms for conveyance of coals as aforesaid:

2. It is hereby further agreed that in respect of all coal carried through from stations on the Company's line to Greymouth for export by sea that—

3. The Company shall place the loaded trucks of coal in the Government railway-sidings at Brunnerton, and shall remove the empty trucks therefrom.

4. The coal-trucks shall be of the Government railway pattern, and subject in all respects to the approval of the Commissioners.

5. When the Commissioners' coal-trucks are used by the Company, the Company shall pay the Commissioners for the use of the same at the rate of one penny per mile or part of a mile which each such truck is hauled by the Company between Brunnerton and the Company's stations, either loaded or partially loaded.

6. The conveyance from Brunnerton along the Government railway and the delivery to the ship at Greymouth shall be performed by the Commissioners, and the Commissioners will make a through rate of one shilling and eightpence (1s. 8d.) per ton for performing such services, and such rate shall be charged to the consignors in addition to the rates charged to consignors by the Company for services performed by the Company in conveying the coal to Brunnerton; and such charge of one shilling and eightpence (1s. 8d.) per ton will be retained by the Commissioners.

7. The Commissioners do not guarantee to furnish coal-trucks for the Company's use, but will, at all reasonable times, furnish such coal-trucks as they are able to spare without inconvenience from the Government Railway from Greymouth to Brunnerton to the Company.

8. Where not inconsistent with the foregoing provisions, all the terms and conditions of the said agreement of the 14th July, 1892, shall be binding upon both parties in respect to coal carried by rail for export by sea from Greymouth, and all matters appertaining thereto as in respect to other traffic.

9. This agreement shall come into force on the 24th day of October, 1893.

Signed on behalf of the New Zealand Midland Railway Company (Limited), by its attorney, Robert Wilson, in the presence of H. ALAN SCOTT, Barrister-at-law, Christchurch.	}	THE NEW ZEALAND MIDLAND RAILWAY COMPANY (LIMITED), By its attorney, ROBERT WILSON.
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The common seal of the New Zealand Railway Commissioners was hereunto affixed this 17th day of November, in the presence of E. G. PILCHER, Secretary, Wellington.	}	JAMES McKERROW, J. P. MAXWELL, W. M. HANNAY,	} Railway Commissioners.
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