

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.

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.

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

Kind of Vehicle.	Number of Vehicles to be fitted.	Kind of Equipment.	Cost per Vehicle.
			£ s. d.
Tender engines	29	Complete ...	205 0 0
Tank engines	84	" ...	185 0 0
All-bogie vehicles	669	" ...	42 5 0
Four-wheel vans	45	" ...	32 0 0
Four-wheel vehicles	3,024	" ...	30 0 0
Miscellaneous	42	Through pipe only	5 0 0

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

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

Parts applied to Tender.—1 combined brake apparatus, consisting of 8 in. cylinder, reservoir, and triple valve, in one piece; 1 hose-coupling, 1 dummy coupling, 1 coupling-cock, 1 dust-catcher for 1 in. pipe, 1 release-spring, 1 drip-cup for 1 in. pipe, 1 crosshead.

STANDARD SET OF FITTINGS FOR A TANK ENGINE.

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

STANDARD SET OF FITTINGS FOR A CARRIAGE OR WAGON.

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

STANDARD SET OF FITTINGS FOR A VAN.

1 combined brake apparatus (consisting of a 6 in. cylinder, reservoir, and quick-acting triple valve, in one piece), 1 release-valve, 2 hose-couplings, 2 dummy couplings, 2 coupling-cocks, 1 dust-catcher, 1 crosshead, 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.

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

LOCOMOTIVES AND ROLLING-STOCK.

Wellington-Napier-New Plymouth Section.

Tank Locomotives.—2 Class C, 9 Class D, 9 Class F, 2 Class Fa, 2 Class Fb, 6 Class H, 5 Class La, 4 Class M, 9 Class R, 4 Class S, 2 Class W, 15 Class Wa (9 fitted with brake).

Tender Locomotives.—8 Class J, 2 Class K, 3 Class N, 3 Class O.

Bogie Cars.—3 Class A, 35 ft., saloon; 2 Class A, 37 $\frac{1}{2}$ ft., saloon; 6 Class A, 39 $\frac{1}{2}$ ft., saloon; 2 Class A, 41 ft., saloon; 1 Class A, 44 ft., first; 1 Class A, 46 ft., 2 compt. and guard; 2 Class A, 44 ft., 3 compt.; 16 Class A, 44 ft., 4 compt.; 4 Class A, 39 $\frac{1}{2}$ ft., compo.; 13 Class A, 42 $\frac{1}{2}$ ft., compo.; 47 Class A, 44 ft., compo.; 3 Class A, 35 ft., second; 9 Class A, 39 $\frac{1}{2}$ ft., second; 1 Class A, 42 $\frac{1}{2}$ ft., second; 26 Class A, 44 ft., second; 1 Class B, 30 ft., first, 10 C's piped only; 17 Class B, 30 ft., compo., 5 D's piped only; 3 Class B, 30 ft., second.

Bogie Brake Vans.—3 Class F, 44 ft.; 32 Class F, 30 ft.

Brake Vans.—24 Class F, 20 ft., four-wheel; 4 Class F, 13 $\frac{1}{2}$ ft., Fell.

30 ft. Bogie Wagons.—84 Class R, high sides; 37 Class S, sheep-trucks; 13 Class T, cattle-trucks; 132 Class U, platform-wagons; 18 Class V, frozen meat; 5 Class Z, covered goods.

Also running on Napier Division 6 30 ft. bogie frozen-meat wagons, Class V (Nelson Brothers) not included in above.

15 ft. Four-wheel Wagons.—58 Class G, horse-boxes; 66 Class H, cattle-trucks; 223 Class J, sheep-trucks; 65 Class K, covered goods-wagons; 15 Class K, sleeping-vans (piped only); 824 Class L, highside wagons; 280 Class L, iron highside wagons; 231 Class M, lowside wagons; 1 Class N, timber truck (long wheel-base); 101 Class N, timber-trucks (short wheel-base); 20 Class W, frozen-meat vans; 90 Class X, cool-trucks; 25 Class Y, ballast-hoppers (B.P. 2371); 25 Class Y, Ballast-hoppers (B.P. 1391).

(Cranes 6, piped only.)

Auckland Section.

Tank Locomotives.—10 Class F, 4 Class Fa, 2 Class Fb, 2 Class La, 2 Class Lb, 3 Class R, 1 Class Wa.

Tender Locomotives.—9 Class J, 4 Class P.

Bogie Cars.—1 Class A, 39½ ft., saloon; 3 Class A, 41 ft., saloon; 1 Class A, 44 ft., first; 2 Class A, 44 ft., 3 compt.; 11 Class A, 44 ft., 4 compt.; 2 Class A, 39½ ft., compo.; 34 Class A, 44 ft., compo.; 24 Class A, 44 ft., second; 5 Class B, 30 ft., compo.

Brake-vans.—3 Class F, 44 ft., bogie; 13 Class F, 30 ft., bogie; 17 Class F, 20 ft., four-wheel.

30 ft. Bogie Wagons.—61 Class R, highsides; 6 Class S, sheep-wagons; 6 Class T, cattle-wagons; 16 Class U, platform-wagons.

15 ft. Four-wheel Wagons.—17 Class G, horse-boxes; 55 Class H, cattle-trucks; 49 Class J, sheep-trucks; 57 Class K, covered goods-vans; 5 Class K, sleeping-vans; 547 Class L, highside wagons; 58 Class M, lowside wagons; 67 Class N, timber-trucks (short wheel-base); 8 Class N, timber-trucks (long wheel-base); 80 Class O, iron hoppers fixed; 8 Class W, frozen-meat vans; 24 Class X, cool-trucks; 20 Class Y, ballast-hoppers (B.P. 2371); 20 Class Y, ballast-hoppers (B.P. 1391).

(Cranes 6, piped only.)

Approximate Cost of Paper.—Preparation, not given; printing (1,200 copies), £1 17s.

By Authority: JOHN MACKAY, Government Printer, Wellington.—1900.

Price 3d.]