

Part III.—Carriage of Goods.

1. Goods for carriage in the Board's railway will be received at that part of each station which is appointed for that purpose, and will only be carried by the Board upon the conditions laid down in this Part of these by-laws.
2. The freight, at the rates from time to time fixed by the Board, on all goods for conveyance on the Board's line must be prepaid.
3. Goods must be loaded by the consignors for despatch, and unloaded by the consignees at destination.
4. The Board will not admit any liability for loss or damage to goods unless actually incurred during transit. The Board's liability ceases when goods arrive at destination, and the Board will not undertake any responsibility for goods which are not immediately taken delivery of.
5. Demurrage shall be paid to the Board on the use of any rolling-stock in accordance with scale from time to time fixed by the Minister of Railways with respect to the New Zealand Government railways.
6. All goods which are not taken delivery of within five hours after arrival at their destination may, at the option of the Board, be unloaded and stored in the Board's sheds or elsewhere as the Board finds expedient at the sole risk and expense of the consignees or owners. Goods not taken delivery of as aforesaid will be subject to unloading demurrage and other charges in accordance with the schedule of charges for the time being in force.
7. The Board reserves the right to inspect all goods, live-stock, parcels, and luggage before insuring or accepting same for transit. For this purpose, if considered necessary, any package must be opened by the sender at his own expense.
8. Notices for the supply of trucks given by persons intending to consign goods will be accepted for fulfilment conditionally only upon its being found convenient to the Board to supply the trucks upon the due date. The Board in supplying trucks will, subject to clause 10 hereof, deliver them only on sidings on the Board's railway, and will take them away again only from such sidings. The Board will not be responsible for any loss or damage arising through failure from any cause to have trucks supplied or removed by any particular date or train.
9. All persons applying for a supply of trucks shall be responsible for any damage to the same occurring between the time when such trucks are set down and the time when they are taken away by the Board's engine.
10. Notwithstanding anything contained in these by-laws, the Board may, if it thinks fit, work any private siding connected with the Board's railway on such terms and conditions as may from time to time be mutually agreed upon.
11. The Board will not be responsible for the delivery of goods by any particular train or at any particular time, or for any damage to goods caused by delay in the delivery thereof.
12. No goods will be accepted for conveyance to flag stations except by special arrangement.
13. Special arrangements must be made with the Board for the carriage of live-stock of any kind, in order, *inter alia*, that the necessary trucks may be provided for the purpose. This by-law is subject to the provisions of By-law No. 8 of this Part of these by-laws.
14. The Board will not be responsible for mortality or injury to live-stock of any description during loading, transit, or unloading.
15. Perishable goods of all kinds, if not taken delivery of within five hours after arrival, may be forthwith sold at auction or otherwise without notice to the consignor or consignee, and payment of the proceeds of any such sale after deduction of expenses and charges shall be deemed to be equivalent to delivery.
16. The Board will not be responsible for any loss or damage in respect of any goods carried by the Board under any of the following circumstances:—
 - (a.) If such goods have been insufficiently or insecurely packed, addressed, loaded, or sheeted.
 - (b.) If they consist in whole or in part of articles liable by breakage or leakage to damage each other or any other goods in the same package.
 - (c.) If the value of any package exceeds £10, unless the same shall have been previously declared as of greater value than £10, and extra charges for insurance paid to the Board at the rate of 6d. for every £1 in value above £10.
 - (d.) If any package consists in whole or in part of any dangerous goods, or articles of a dangerous nature and have not been specially declared and arranged for beforehand.
 - (e.) If goods have been put into packages described and charged for as empties.
 - (f.) If a claim in writing for such loss or damage is not made in writing to the Board within seven days after the alleged loss or damage, and served on the Board in

manner provided with respect to lost luggage by clause 23 of Part II of these by-laws, and full particulars therein given of marks and numbers, value of packages, and contents.

Notwithstanding the conditions of clause (e) hereof it shall be the duty of every person making any claim under that clause to prove that the goods in respect whereof such claim is made were in fact of the declared value at the least at the time when the declaration was made.

17. No dangerous goods will be carried by the Board except under special arrangements, and the Board may refuse to receive or carry such goods. Double the ordinary rates will be charged for the carriage of dangerous goods. If it is considered expedient to provide a special train in connection therewith, the Board shall be at liberty to do so, and impose therefor a minimum charge as prescribed by the schedule of rates for the time being in force.

18. Any person presenting dangerous goods to be carried by the Board shall at the same time declare the nature and kind of the goods so presented.

19. The Board does not undertake and shall not be bound to advise consignees of the arrival of goods of any kind at their destination.

20. If any person for one month after demand therefor refuses or fails to pay in respect of any goods any charges lawfully imposed thereon, the Board may order any such goods to be sold, or, in case such goods have been delivered, then any other goods on the premises of the railway belonging to the same person. The proceeds of any such sale shall be applied first in paying the said charges and the expenses of such sale (including all charges and expenses incurred in or about the storage, warehousing, and handling of the goods, or otherwise howsoever), and the balance, if any, shall be paid over to the person entitled thereto upon his establishing his claim.

21. If any goods carried by the Board are left on the premises of the Board, and the owner thereof or the person liable for the charges thereon is not known, the Traffic Manager may cause it to be notified that such goods will be sold upon a day named in such notice, not less than one month from the publication thereof. If such goods are not removed and the charges thereon paid before such day the said goods may be sold. The balance of the proceeds of such sale, after deducting the expenses of such sale and the charges on such goods, shall be paid to the Public Trust Office, and shall be paid by the Public Trustee to any person establishing a lawful claim thereto.

22. (1.) When any goods have been received for conveyance upon a railway, and the consignee or owner has not complied with all provisions of any law relating to the charge or collection of duties by the Customs, or has not paid all charges incurred by the Board on account of such goods which have accrued upon or prior to receipt of the goods by the Board, or if the goods are held awaiting the consignor's order to deliver, then such goods may be held and detained by the Board until all such provisions are complied with, or such charges are paid, or such consignor's order to deliver is given.

(2.) During the time such goods are so held and detained the Board shall be responsible only as a warehouseman in respect to any loss or damage that may occur thereto.

(3.) The powers conferred by this clause shall not affect any other powers of the Board.

23. If the Board shall have paid any claim for goods for the time being lost on a railway, and such goods are afterwards found, the claimant shall have the option of taking such goods upon refunding the amount so paid to him. If he declines to do so the goods shall forthwith become the property of the Board.

Part IV.—Time-table.

1. The Board reserves the right whenever it shall be deemed expedient from time to time, without notice, to alter the hour of departure of any train or trains, or omit the running of any train or trains.

2. The Board shall not be responsible for any delay in the arrival or departure of any train or trains, or for any deviation or omission from the time-table of the Board for the time being in force.

Part V.—Offences and Penalties.

1. No passenger or other person shall do or attempt to do any of the acts or things following, that is to say:—

(1.) Smoke in any carriage or compartment or in any waiting-room, station, or covered platform, except in a carriage or compartment specially appointed for that purpose.

(2.) Take into any carriage or compartment for the purpose of carrying the same therein any luggage, parcel, or package for which there is not room under the seat occupied by such passenger or in the rack above such seat.