

The New Zealand National Airways Corporation By-laws

B. C. FREYBERG, Governor-General
ORDER IN COUNCIL

At the Government Buildings at Wellington, this 12th day of March, 1947

Present:

THE RIGHT HON. P. FRASER PRESIDING IN COUNCIL

PURSUANT to subsection two of section thirty-three of the New Zealand National Airways Act, 1945 (hereafter referred to as the said Act), His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, doth hereby approve the by-laws made by the New Zealand National Airways Corporation pursuant to subsection one of the said section thirty-three on the twenty-fourth day of February, one thousand nine hundred and forty-seven, and set out in the Schedule hereto.

SCHEDULE

PART I

SHORT TITLE

1. These by-laws may be cited as the New Zealand National Airways Corporation By-laws.

INTRODUCTORY

2. The following terms used in these by-laws shall (except where inconsistent with the context) have the meanings hereby given to them:—

“The Act” means the New Zealand National Airways Act, 1945, and its amendments:

“The Corporation” means the New Zealand National Airways Corporation:

“Director” means a director of the Corporation and includes a person duly acting as a deputy of a director:

“Authorized officer” or “authorized person” means, in relation to any matter, any servant of the Corporation acting or employed in that matter by order or with the concurrence (whether precedent or subsequent) of the Board or of the General Manager or in pursuance of any other lawful authority:

“Goods” means all kinds of movable property, including animals and mails but excluding baggage (luggage), accompanying a passenger:

“Consignor” means the person consigning any goods, and shall include the owner, agent for the owner, or any other person having any right, title, or interest to or in such goods or the possession thereof:

“Consignee” means the person to whom any goods are consigned, and shall include the agent for any owner, any agent for the sale or custody of such goods, the holder of any document of title representing such goods, and any other person having any right, title, or interest to or in such goods or the possession thereof:

“Air service” means any service owned or operated by the Corporation for the carriage by air of passengers or goods:

“Airport” means any definite and limited ground or water area licensed or approved under the Air Navigation Regulations 1933 and intended to be used and capable of being used either in whole or in part for the landing or departure of aircraft owned or operated by the Corporation, and includes any hangars or other buildings or structures erected thereon, and the runways, tarmac, and their surroundings.

Words importing the singular number only shall include the plural number, and words importing the plural number only shall include the singular.

Words importing the masculine gender shall include the feminine.

PART II

CARRIAGE OF GOODS

Consignment-notes

3. All goods tendered for carriage by the Corporation shall be—

- (1) Accompanied by the Corporation's consignment-note duly completed and signed by the consignor or his agent; or
- (2) Addressed as is hereinafter provided and lodged at any booking-office of the Corporation in exchange for the Corporation's goods label, which may be had on personal application by the consignor or his agent.

All goods shall conform with the Corporation's requirements as to fitness for air transport, and shall bear the addresses of both the consignor and the consignee written legibly in a durable manner. The consignor, or his agent, shall be responsible for the correctness of all particulars (including nature and character of goods) inserted in any consignment-note or goods label.

The Corporation reserves the right to reject any consignment-note inaccurately or insufficiently completed.

Suitability of Goods

4. Only goods suitable for carriage in the Corporation's aircraft will be accepted for carriage, and the Corporation may at any time refuse to accept for carriage any goods which, in the opinion of any of its servants or agents, are or may be unsuitable for carriage by air.

Live animals and creatures may in the discretion of the Corporation be carried by special arrangement, particulars of which can be obtained on application to the Corporation.

Prohibited Goods

5. The carriage of any of the following as goods on the aircraft of the Corporation is absolutely prohibited:—

Acetone.
Acetylene (liquid).
Acids (except citric and tartaric).
Ammonia.
Ammonia sulphate.
Arrack.
Benzine.
Benzoline.
Bi-sulphate of carbon.
Carbonic acid (in steel cylinders).
Carbonic acid gas.
Celluloid and xylonite and other similar substances.
Calcium carbide.
Camphor oil.
Camphine.
Cartridges.
Chlorate of potash.
Chlorate of soda.
Collodion.
Cordite.
Eau oxygenee.
Ether.
Explosives of all kinds (including percussion caps).
Fireworks and crackers.
Films (unless contained in fire-proof metal containers).
Fulminating powder.
Gunpowder.
Hydrogen peroxide.
Kerosene.
Matches (lucifer and percussion of all kinds).
Methylated spirit.
Meal worms.
Naphtha.
Natrium peroxide.
Nitrate of soda.
Nitro-glycerine.
Nitro of lime calcium.
Pyridine.
Paraffin (liquid petroleum and its products, excepting when used for fuel and contained in tanks provided for the purpose).
Phosphorus.
Rockets.
Safety dynamite fuses (with or without detonators).
Saltpetre.
Spirits of wine.
Varnishes containing spirit.
Any form of combustible material flashing under 73° F.

Receipts Prima facie Evidence only

6. Receipt without qualification of any goods by the Corporation shall be *prima facie* evidence only that the goods were delivered to the Corporation in good order and condition.

Off-loading

7. If any question shall arise at any time before or during carriage as to an aircraft of the Corporation being overloaded, any authorized officer of the Corporation may, in his discretion, decide which goods (if any) shall be carried and which goods (if any) shall be off-loaded, and neither the consignor nor the consignee shall have any claim against the Corporation in respect of any such decision not to carry or to off-load.

Time-tables not Binding

8. While the Corporation's time-tables are intended to furnish average times of arrival and departure and will be maintained as far as may be practicable, these are not guaranteed, and the Corporation does not undertake that its aircraft will arrive or depart at the times shown in the time-tables.

The Corporation does not undertake to deliver goods by any fixed or certain time or to carry any goods by any particular air service or aircraft.

Cancellation and Postponement of Flights

9. The Corporation reserves the right to decide if the meteorological and other conditions for flight are safe and suitable, and to cancel or postpone departures or arrivals and to determine if landings should or should not be made at any particular times or places.

Connecting Goods Services

10. If instructed by the consignor so to do, the Corporation will endeavour to make connections with other transport whether by air, by sea, or by land, but the Corporation shall not be responsible for any loss or delay occasioned by its inability for any reason whatsoever to make any such connection.

Freight Charges

11. Goods will be carried at the freight charges set out from time to time in the Corporation's tariff.

Freight and other charges for carriage shall be prepaid by the consignor unless otherwise agreed upon.