

## GENERAL

5. **Delivery**—(a) Goods which have arrived at destination and are not taken delivery of within 12 working hours after becoming available for delivery are thereafter held by the Department at the sole risk, in all respects, of the owner.

(b) The Department will not be responsible for the delivery of goods by any particular or specified train or time, or in time for any particular market or sale (whether held daily or at intervals or otherwise), show, or exhibition.

(c) Where goods for delivery to different consignees or destinations are delivered to the Department, from any vessel at any wharf at which the Department does not provide labour and facilities for the sorting of goods, in such a condition that the goods require to be sorted, before delivery to the various consignees or destinations can be effected, such goods will be carried to the nearest station or place at which the Department provides labour and facilities for the sorting of cargo, will be there sorted, and carried thence to destination. In addition to any other charges which may be payable in respect of such goods there shall be payable charges for the carriage of such goods by rail from the wharf at which they are received to destination via the station or place at which the goods are sorted.

6. **Cartage**—Where cartage, collection, or delivery is undertaken by the Department, either itself or by a contractor for the purpose, the following shall be the maximum weight or measurement of any package that will be carted by the Department:

(a) In the case of cartage by a contractor or in any case whether otherwise specified than in the next following subparagraph, as may be specified in the contract or in such other specifications:

(b) In all other cases, 10 cwt by weight or 60 cu. ft. by measurement.

Any package exceeding the maximum weight or measurement as specified in this paragraph will be carted by the Department only at its option and under special agreement which may provide, *inter alia*, for special rates of charges for such cartage.

7. **Perishable Goods**—Fruit, vegetables, fish, meat, and other goods which become, while still in the custody of the Department, offensive through putrefaction or other cause may be buried or otherwise disposed of by the Department without prejudice to the right of the Department to recover railage or other charges that may be payable thereon, and any such goods so dealt with shall be deemed to have been duly delivered to the consignee.

8. **Liability**—The Department will not be responsible for any loss of or damage or delay to any goods in any of the following cases:

(a) If a consignment note properly filled in and signed by or on behalf of the consignor is not delivered to the railway employee (or agent) receiving the goods on behalf of the Department with the goods:

(b) If a written receipt signed by a railway employee (or agent) receiving the goods on behalf of the Department is not obtained by the person delivering the goods:

(c) If the goods are wrongly or insufficiently described in the consignment note or are not properly or sufficiently addressed or marked:

(d) If the goods are put into packages described as "Empties":

(e) If the loss or damage arises from act of God, civil commotions, act of war or of the Queen's enemies, orders or restrictions imposed by the Government or any Department thereof (other than the Railways Department), the inherent defect, quality, or vice of the thing carried, riots, strikes, lockouts, or labour disturbances (whether of railway employees or of other persons), seizure under legal process or casualty (including fire and explosion):

(f) Unless the claim for such loss or damage be lodged in writing with the Department within 7 days after the date of delivery, or in the case of non-delivery within 14 days after the date the goods were handed to the Department:

(g) If the loss or damage arises from any act or omission of the consignor.

9. **Damage to Wagons, etc.**—Consignors shall make good all damage to wagons, tarpaulins, or goods caused by or arising out of the absence of packing or out of consignments being tendered for transit in broken, damaged, leaky, defective, insecure, or improper packages or containers.

10. **Wagon Supply**—Notices for the supply of wagons given by persons intending to consign goods or livestock will be accepted for fulfilment conditionally only upon its being found convenient to the Department to supply the wagons upon the due date. The Department will not be responsible for any loss or damage arising through failure from any cause to have wagons available by any particular date or train.