

GENERAL

124. Wagons Overloaded or Requiring Adjustment of Load

1. **Wagons Overloaded**—Except as otherwise provided, where goods are loaded by a consignor or where a consignor has incorrectly stated the weight of the goods and the load of a four-wheeled wagon into which such goods are loaded is more than 500 kg in excess of the maximum carrying capacity marked on such wagon, or in the case of a bogie wagon where the load is more than 1 tonne in excess of the maximum carrying capacity marked on such wagon, the weight in excess of the maximum carrying capacity of such wagon will be charged as a separate consignment—viz., freight charges for the whole consignment will be computed as though an additional wagon had been used for the whole journey. When the excess weight is removed to another wagon, the owner will require to pay for such removal at the rate of \$10.74 per tonne.

2. (a) **Wagons Unsafe**—The weight of a load shall be distributed as evenly as possible over the floor of a wagon and the load must not exceed the limits of weight, quantity, and gauge for the wagon. When the load of a wagon is considered unsafe to travel, the department will reload or adjust the same including wagons which are loaded by consignors. A charge of \$10.74 per tonne will be made for unloading or adjusting wagons loaded by consignors. Minimum charge \$34.11.

(b) If a derailment shall occur owing to any failure whatsoever on the part of the consignor to load the wagon in accordance with the provisions of subparagraph (a) hereof the consignor shall be responsible for any injury to any person or damage to any goods or property arising out of or caused or contributed by such failure, and shall meet all claims arising therefrom.

3. **Minor Timber Adjustments** which may be undertaken by the department, such as cutting off excess lengths of uprights and cross-ties, nailing insecurely fastened cross-ties, levelling off the top of a load, closing wagon doors, etc., in order to facilitate the prompt dispatch of wagons, will be charged for at a rate of \$9.60 per man-hour. Minimum charge \$4.80.

4. **Computation**—For the purpose of charging under the provisions of this section, the weight of timber will be calculated as follows: hardwood, 0.80 m³ to the tonne; all other timbers, 1.00 m³ to the tonne.

125. Miscellaneous

1. **Working Hours**—Except as otherwise provided, working hours shall be deemed to be between 8 a.m. and 5 p.m. Monday to Friday inclusive. Sundays and other days on which goods sheds are closed for the whole day will be treated as *dies non*.

2. (a) **Acceptance of Goods**—(i) Goods are accepted for carriage subject to the provisions of the Act. Goods tendered to the department for storage will be accepted only upon the express condition that the same are warranted to be fit to be stored in the condition in which they are handed to the department and not to be of a dangerous character.

(b) The department may refuse to accept any goods for carriage.

3. **Nature of Goods**—(a) In any case where the nature or condition of any goods is such as to require the payment, either of a special rate exceeding the ruling rates of pay, or of special allowance in addition to the ruling rates of pay, for the handling, sorting, or carriage of such goods, then in addition to the charges that would ordinarily be payable to the department there shall be payable, the extra cost incurred by the department as a result of the payment of the aforesaid special rate or, as the case may be, special allowance.

(b) In any case where the nature or condition of any goods is such that the charges prescribed are insufficient to meet the cost incurred by the department in the receipt, sorting, handling, craning, or delivery of the same, the cost so incurred by the department will be payable in lieu of the charges prescribed.

4. **Poultry**—The department will not receive live poultry for carriage except in properly constructed coops, cases, or crates of a suitable size.

5. **Delivery**—(a) Goods which have arrived at destination and are not taken delivery of in terms of the Act 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 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, 500 kg by weight or 2.5 m³ 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 otherwise than in accordance with the provisions of the Act.

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.