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HIS Honor the Deputy-Superintendent directs it to be notified that the following Bye-Laws, Rules, and Regulations for the Canterbury Railways will come into operation on and after Tuesday the 1st day of September next.

THOMAS W. MAUDE,  
Secretary for Public Works.

27th August, 1874.

BYE-LAWS, RULES, AND  
REGULATIONS

*For regulating the travelling upon and using  
of the Canterbury Railways.*

PASSENGER TRAFFIC.

1. No person will be admitted to the Booking Office at any Station whilst the door is closed for making up and despatching any train, and no Passenger will be allowed to take his or her seat in or upon any Carriage used on the Railway, or to travel therein upon the the Railway without first having paid his or her fare and obtained a Ticket.

2. Tickets will be issued conditionally—that is to say:—In case there shall be room in the Train for all the Passengers to whom Tickets shall have been issued. If there shall not be room for all such Passengers, the holders of Periodical Tickets shall have priority over holders of Return and Single Tickets, and the fare will be returned on application to the Station Master, to the

holders of such Return and Single Tickets as shall be unable to obtain seats.

3. If any Person travel or attempt to travel in any Carriage on the Railway without having previously paid his fare, and with intent to avoid payment thereof; or if any Person having paid his fare for a certain distance, knowingly and wilfully proceed in any such Carriage beyond such distance without previously paying the additional fare for the additional distance, and with intent to avoid payment thereof; or if any Person knowingly and wilfully refuse or neglect on arriving at the point to which he has paid his fare to quit such Carriage, every such Person shall for every such offence be liable to a penalty not exceeding Forty Shillings.

4. If any Person be discovered either in or after committing or attempting to commit such offence as in the preceding clause mentioned, all Officers and Servants and other Persons on behalf of the Superintendent, and all Constables, Gaolers, and Peace Officers may lawfully apprehend and detain such Person until he can be conveniently taken before some Justice, or until he be otherwise discharged by due course of law.

5. No Return or Periodical Ticket will be available for Special Trains.

6. Every Passenger on arriving at the Station for which he or she may have taken a Ticket, or to or from which he or she may hold a Periodical Ticket, shall quit the Station and premises of the Railway; and no person shall be allowed to loiter about the Stations, Wharf or premises, or any part thereof; and if any

Passenger or other Person shall refuse to quit the Station, Wharf, or Premises aforesaid on being requested so to do by any Station Master or any Servant attached to the Railway or Wharf, such Passenger or Person may be expelled by such Station Master or other Servant as aforesaid from the Railway Premises.

7. No Gunpowder or other explosive or dangerous material shall be carried by any Passenger Train.

8. Each Passenger on paying his fare will be furnished with a Ticket, which he is to show whenever required by any Station Master or authorised Porter, or by the Guard in charge of the train; and if it be a Return Ticket, he must allow it to be marked when required, and every Ticket (whether Single, Return, or Periodical) must be delivered up on the demand of any Porter or Servant authorised to collect Tickets. Single Tickets not used on the day of issue or a Return Ticket not used within the prescribed time, shall be deemed to be cancelled. Any person offending against the provision of this regulation shall be liable to a penalty not exceeding Five Pounds.

9. Tickets are not transferable, and any person using or attempting to use a Transferred Ticket, or a Ticket the time for the proper use of which has expired, shall be liable to a penalty not exceeding Five Pounds.

10. Any person knowingly, and with intent to defraud travelling upon the Railway in a Carriage of a superior class to that for which he is provided with a Ticket, or altering a Return or other Ticket, shall be liable to a penalty not exceeding Ten Pounds.

11. Tickets, whether Single or Return, shall be used by Passengers only to convey them to the Station named thereon, or to a Station short of that destination. In no case however, shall any "*Cheap Excursion*" Ticket be used for any other Station than that for which such Ticket is issued. Any Person using or attempting to use a Ticket in violation of the provision of this section shall be liable to a penalty not exceeding Two Pounds.

12. No person will be allowed to break his journey by stopping at any intermediate Station and thereafter proceeding by a subsequent Train with the same Ticket, under a penalty not exceeding Two Pounds.

13. Any Person not duly authorised by the Superintendent who shall sell or offer for sale any Free Pass Ticket, or portion of a Return Ticket, shall be liable to a penalty not exceeding Two Pounds.

14. No Male Passenger shall be allowed to enter any Waiting-room or Carriage set apart for the accommodation of Females, and any person remaining in any such Room or Carriage, after being warned to leave the same, shall be liable to a penalty not exceeding Two Pounds.

15. Any Person, not being a Railway Servant, who shall open any Carriage for the purpose of entering the same after the tickets have been examined and the Carriage doors locked

by the Person appointed for that purpose, or who shall let himself out of any Carriage, or attempt to do so at any station or at any time during the journey by the use of a private key or other instrument, shall be liable to a penalty not exceeding Two Pounds.

16. No Person shall, without the consent of the Superintendent or other authorised officer, travel outside a Carriage on any Railway under any circumstance, or get into or upon, or quit any Railway Carriage when the Train is in motion; and any person doing so, or attempting to do so, shall be liable to a penalty not exceeding Two Pounds.

17. Smoking is strictly prohibited in any of the Railway Sheds, Offices, or Waiting-rooms, and any person found so smoking shall be liable to a penalty not exceeding Two Pounds.

18. Smoking is strictly prohibited in any Railway Carriage except those set apart for the purpose; and any Person found Smoking in a Carriage not set apart for the purpose, shall forfeit a penalty not exceeding Two Pounds, and may be removed from the Carriage by any Railway Servant.

19. Dogs will be conveyed and charged for according to printed conditions; but will not on any account be allowed to accompany Passengers in the Carriages. Any Person persisting in taking a dog into a Passenger Carriage shall be liable to a penalty not exceeding Two Pounds.

20. No gratuity shall be under any circumstances allowed to be received by a Railway Servant on pain of dismissal. Any Person giving or offering a gratuity to any such Servant shall be liable to a penalty not exceeding Two Pounds.

21. Any Person making use of insulting or abusive language to any Railway Officer or Servant while in the execution of his duty, or making use of indecent or blasphemous language in any Carriage, or upon any Railway Platform or Premises, shall be liable to a penalty not exceeding Five Pounds.

22. Any person in or upon any Railway Carriage or Station, being in a state of intoxication, or committing any nuisance, or gambling, or wilfully interfering with the comfort of any Passenger, shall be liable to a penalty not exceeding Five Pounds, and to removal from such Carriage or Station as so on as shall be practicable.

23. Any Person driving or attempting to drive sheep, horses, cattle, or other animals across the Railway, either at an authorised crossing-place or elsewhere, when an approaching Train is in sight, shall be liable to a penalty not exceeding Ten Pounds.

24. No driver or conductor of any Hackney Carriage, Omnibus, or other public vehicle, shall ply for hire within the Railway Premises without a licence in writing from the Superintendent or other authorised Officer; and any Person offending contrary to this

section, shall be liable to a penalty not exceeding Five Pounds.

25. No Person will be allowed to come upon any Railway Platform for the purpose of removing any Passenger or luggage, unless required by a Passenger and engaged by him for that purpose, and no Person will be allowed to come upon any Railway Premises for the purpose of soliciting custom or hire. Any Person attempting to evade or being guilty of a breach of this section, or not quitting the premises when required by a Station Master or other Railway Servant, shall be liable to a penalty not exceeding Two Pounds.

26. Any Person, unless authorised by the Superintendent, who shall post or stick any placard or bill within or on any of the Property or Premises, shall be subject to a penalty not exceeding Two Pounds.

27. Any Person who shall wilfully injure, wholly or in part, any of the linings or blinds, or break or deface any of the windows, or remove or injure any number-plate or advertisement, or remove or extinguish any of the lamps, or otherwise damage any Railway Carriage, shall be liable to a penalty not exceeding Five Pounds in addition to the payment of the amount of damage done.

28. No article shall be sold on any Railway Premises without the consent of the Superintendent; and every Person offending against the provisions of this section, shall forfeit a sum not exceeding Five Pounds.

#### MERCHANDISE.

29. The Railway will not be accountable for any articles unless the same be signed for as received by their Clerks or Agents; nor will they be responsible for the loss of or damage to Money in Cash, or Bills, or Promissory Notes, or Securities for Money or Jewellery, Trinkets, Rings, Precious Stones, Bullion, Gold and Silver Plate, Clocks, Watches, Mirrors, Marbles, Lace, Furs, Silks, Writings, Title Deeds, Prints, Paintings, Maps, or other valuables; nor for damage done to China, Glass, Musical Instruments, Furniture, Toys, Castings, or any other such hazardous or brittle articles, unless they shall have been declared as such, and a special agreement entered into with the Station Master or other responsible person in charge for the same; nor for any loss or damage to any Goods in their hands as Carriers, or in their Warehouse, or on their Landing Places, arising from Fire (except from their own Engine or apparatus), the act of God, Civil Commotion, or Foreign Enemies; nor for the loss of or damage done to Goods put into boxes or packages described as empties; nor for damage of any Goods or Packages insufficiently or improperly packed, or containing a variety of articles liable by breaking to damage each other or other articles; nor for leakage; nor for any loss or damage whatsoever by reason of accidental or unavoidable delays in transit or otherwise.

30. The Railway will give a receipt for all Goods landed from Steamers, Ships, or

Lighters, but notice must be given to the Railway by Consignors of all valuable, brittle, and hazardous Goods.

31. No claim for loss or damage will be allowed, unless specified in writing and made within two days after delivery, in case of partial loss or damage; or within seven days after the due time of delivery in case of total loss.

32. The Railway will refuse to receive for carriage any goods which in the judgment of their Agents may be of a dangerous nature; and senders of any Dangerous Articles will be held accountable for any damage arising therefrom, unless the contents shall have been declared at the time of delivery.

33. Fruit, Fish, Meat, Poultry, and any other Perishable Articles not taken away within six hours after arrival at the Station to which they are consigned, may be forthwith sold by auction or otherwise, without notice to Sender or Consignee; and payment or tender of the nett proceeds of any such sale, after deduction of freight and expenses, shall be accepted as equivalent to delivery.

34. All empties not taken away within one month after arrival, will be sold to defray expenses.

35. All Goods are received and will be held by the Railway subject to a general lien for money due, not only for the Carriage of such Goods, and for Wharfage and Warehouse or Storage rent, but also for any general balance that may be due from the Owner. And in case any Goods should not be claimed within three calendar months after their arrival at the Station to which they are consigned, they will be sold by auction or otherwise, and the proceeds applied towards satisfaction of such general lien and expenses.

36. All Free Goods and Merchandise, not otherwise described, and all Luggage having arrived at its destination shall, if ready for delivery before noon, be removed by the Consignees from the platform and sheds or Railway premises before six o'clock the same day, and all Free Goods and Merchandise, or Luggage, having arrived at its destination after noon, if ready for delivery before five o'clock the same day, shall be removed by the Consignees from the platform and sheds or Railway premises before noon on the day following, if such day be not Sunday or a Public Holiday, and if such be the case, then the day after; and any Free Goods, Merchandise, or Luggage not removed by that time, may be stored at the risk and expense of the Consignees or Owners, and will become subject to a charge at the rate of Two Shillings per ton per week or fraction of a week, and any Dutiable Goods or Merchandise which shall have been examined and passed by the Customs during the forenoon, shall be removed by the Consignees from the platform and sheds or Railway premises before six, p.m., the same day, and Dutiable Goods or Merchandise which have been examined and passed by the Customs after noon and before five o'clock the

same day, shall be removed before noon on the following day, if such day be not Sunday, or a Public Holiday, and if such be the case, then the day after, and any Dutiable Goods or Merchandise not removed within the time aforesaid shall be subject to a charge of Two Shillings per ton per week or fraction of a week.

37. Bonded Goods will be charged 1s. per ton for Customs examination.

38. Wool shall be subject to the same Conditions respecting Removal from the Railway Premises as General Goods, but respecting Storage shall be subject to a charge of One Shilling per bale per week or fraction of a week.

39. Coals, Slates, Stone, Bricks, Bar or Pig Iron, shall be subject to the same Conditions respecting Removal as General Goods, but respecting storage shall be subject to the charge of One Shilling only per ton per week or fraction of a week.

40. Timber shall be Removed from the Railway Premises within twelve working hours after the delivery of a Specification thereof to the Consignee, or if the Consignee be unknown, then within twelve working hours after the Specification be made out; and any Timber not removed within the period aforesaid shall be subject to the following charges in respect of the total pearing on the Specification, that is to say :

41. For every 25000 feet or part thereof, for the first week or fraction of a week, a sum of One Halfpenny per hundred feet; for the second week or fraction of a week a sum of One Penny per hundred feet; and for every succeeding week or fraction of a week a sum of Twopence per hundred feet.

42. Firewood, slabs, sawn or split posts and rails and other lumber shall be removed from the Railway premises within twelve working hours after delivery from the railway wagons, and if not so removed shall be subject to a charge of One Shilling per cord, or one hundred feet, as the case may be, for the first week or fraction of a week, and Two Shillings per cord or 100 feet as the case may be for the second and every succeeding week or fraction of a week. The Railway Department shall deliver Timber whenever practicable without stacking and before the Specification thereof be made out.

43. Coals, Slates, Stone, Bricks, Bar and Pig Iron and Timber, after being unloaded from the railway wagons may remain on storage at any station, except those of Christchurch, Lyttelton and Addington, for forty-eight hours without storage being charged. After such time the same charges

will be made as fixed in the preceeding Regulations, but goods unloaded from wagons at any siding where there is no shed or Stationmaster, will be at the risk of the Owner or Consignee of such goods.

44. Any Goods, Merchandise, or Luggage forwarded for Shipment, which shall not be taken delivery of by the Consignee within one hour after arrival in Lyttelton, and which shall not be shipped within that time, may be stored at the risk and expense of the Consignees or Owners, or may be kept in the railway wagons at the option of the Railway Department, and shall be subject to a charge at the rate of Two Shillings per ton, per week or fraction of a week, but no Goods, Merchandise or Luggage forwarded for Shipment, shall be so charged, provided the ship shall be ready to receive the same, and load continuously, and with all dispatch.

45. Any Goods, Merchandise or Luggage arriving at any Station which shall not be removed from the Railway Premises within the times before mentioned which relate to the several classes of Goods or Merchandise respectively, after one week's rent has accrued, may be forwarded to Christchurch, at the expense of the Consignee or Owner, and there stored at his risk and expense.

46. *Goods Addressed for Shipment.*—The Railway will not be accountable for Merchandise after delivery from the Wharf or the Railway Wagon as the case may be. Merchandise to be Lightered will be delivered to the Lighterman named by the Consignor; and if the Consignor should omit to name a Lighterman, or if the person named should fail to take possession of the Goods when required to do so, the Railway may engage the necessary Lighterage at the cost and risk of the Consignor; or may warehouse the Goods at the expense and risk of the Owner or Consignor.

47. All tolls and charges and warehousing charges must be paid immediately to the person duly authorised to receive the same.

N.B.—The above conditions apply to all Parcels and Goods received by the Railways at their respective Offices and Warehouses wherever situate.

Made by the Deputy-Superintendent with the advice and consent of the Executive Council, and sealed with the seal of the said Province this 27th day of August, 1874.

THOS. WM. MAUDE,  
Secretary for Public Works.