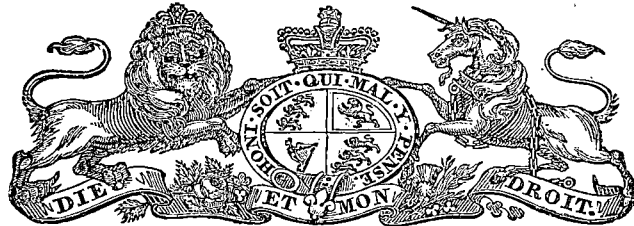


(No. 42.)



1881.

T A S M A N I A.

LEGISLATIVE COUNCIL.

TASMANIAN MAIN LINE RAILWAY:

COMPANY'S BYE-LAWS.

Laid upon the Table by Mr. Moore, and ordered by the Council to be printed,
July 19, 1881.



GOVERNMENT NOTICE.

No. 57.

Colonial Secretary's Office, 19th February, 1881.

His Excellency the Administrator of the Government, with the advice of the Executive Council, has been pleased, in pursuance of the Act of Parliament, 44 Victoria, No. 8, intituled "The Main Line of Railway Act, 1880," to approve of the under-mentioned Bye-laws made by the Tasmanian Main Line Railway Company, Limited, under the provisions of the said Act.

By His Excellency's Command,

WM. MOORE.

TASMANIAN MAIN LINE RAILWAY COMPANY, (LIMITED).

BYE-LAWS.

The Tasmanian Main Line Railway Company, Limited, incorporated in England under the Companies Act, 1862, doth hereby declare that the following Bye-laws, having been approved of by the Governor and Executive Council, are the Bye-laws for regulating the use of the Tasmanian Main Line Railway to be observed henceforth by all persons.

No. I.

Any persons (unless having a free pass) taking a seat, or remaining in any carriage used on the Railway as a passenger therein, without having first paid their fare for the journey, and obtained a ticket, unless with the consent of an officer of the Company, shall each be liable to a penalty not exceeding Two Pounds.

No. II.

Each passenger on paying the fare will be furnished with a ticket, which shall be shown whenever required by any Station Master, or authorised collector or porter, or by the guard in charge of the train, and must allow it to be marked when required; and every ticket, whether single, return, contract, or periodical, must be delivered up upon the demand of any porter or other servant authorised to collect tickets. Any single ticket not used on the day of issue, and return ticket not used within the prescribed time, shall be deemed cancelled, and if used for any other station than that to which it is issued, the passenger will be required to pay on demand the difference between the sum actually paid and the fares between the stations from and to which the passenger has travelled. Any person guilty of a breach of this Bye-law shall be liable to a penalty not exceeding Two Pounds.

No. III.

If any passenger, having paid the fare for a certain distance, knowingly and wilfully proceeds 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 refuses or neglects on arriving at the point to which the fare has been paid, to quit the carriage travelled in, every such person shall be liable to a penalty not exceeding Two Pounds.

No. IV.

Tickets are not transferable; and any person using or attempting to use a transferred ticket, or a return ticket, the time for which has expired, shall be liable to a penalty not exceeding Five Pounds.

No. V.

No passenger shall be entitled to take a ticket at any intermediate station, for the purpose of continuing the journey in the same train as that in which such passenger shall have arrived at such station, except for some stopping place where clerks are not provided.

No. VI.

The Company will not be responsible for any luggage, unless it be specially booked and paid for, and the name of the owner and its destination be distinctly marked thereon.

No. VII.

Any person knowingly and with intent to defraud, travelling in a carriage of a superior class to that for which such person has a ticket, or altering a return or other ticket, shall be liable to a penalty not exceeding Ten Pounds.

No. VIII.

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 "day trip" or "excursion" ticket be used for any other station than that named thereon, nor for any other train than that for which such ticket is issued. Any person using, or attempting to use, a ticket in violation of this Bye-law, shall be liable to a penalty not exceeding Two Pounds.

No. IX.

No ticket will be recognised by any Railway servant unless the number, date, and names of the stations printed on such ticket, shall be perfectly legible. The holders of any ticket defaced or illegible in any of the above particulars, will be regarded as not having paid the fare, and in addition to the amount of the fare, will be liable to a penalty not exceeding Two Pounds.

No. X.

When passengers are booked at an intermediate station for any train, it is in all cases, on condition that there is room in such train, and when there is not sufficient room for all such passengers, those booked for the longest distances shall have the preference, and those booked for the same distance shall have priority according to the order in which they are booked.

No. XI.

No person will be allowed to break the journey by stopping at any intermediate station, and thereafter proceeding by a subsequent train, with the same ticket, except by permission of the General Manager, under a penalty not exceeding Two Pounds.

No. XII.

Any person not duly authorised by the General Manager, 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.

No. XIII.

No male passenger is allowed to enter any waiting-room or carriage set apart for the accommodation of females, and any person remaining in such room or carriage, after being warned to leave the same, shall be liable to a penalty not exceeding Two Pounds.

No. XIV.

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 by the person appointed for that purpose; or who shall obtain egress from 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.

No. XV.

No person shall, without the consent of a duly authorised officer, travel outside a carriage on the platforms at the ends thereof, or shall, under any circumstances, get into, or upon, or quit any Railway carriage when the train is in motion, or elsewhere than at the side of the carriage adjoining the platform, or other place appointed by the Manager for persons to enter or leave the carriages, and any person infringing or attempting to infringe this Bye-law shall be liable to a penalty not exceeding Five Pounds.

No. XVI.

Every person smoking in any shed or covered platform of a station, or in any building of the Company, or in any carriage or compartment of a carriage not specially provided or set apart for that purpose, shall be liable to a penalty not exceeding Two Pounds; and the Company's officers and servants are required to take the necessary steps to enforce obedience to this Bye-law; and any person offending against it is liable, in addition to incurring the penalty above mentioned, to be summarily removed at the first opportunity from the carriage, or from the Company's premises.

No. XVII.

Dogs will be conveyed and charged for according to the Company's 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.

No. XVIII.

Any person in a Railway carriage or at any station being in a state of intoxication, or committing any nuisance, 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.

No. XIX.

Every driver or conductor of an omnibus, cab, carriage, or other vehicle shall, when in or upon any station yard or other premises of the Company, obey the reasonable directions of the Company's officers and servants, duly authorised in their behalf; and every person offending against this Bye-law shall be liable to a penalty not exceeding Two Pounds.

No. XX.

No driver or conductor of an omnibus, cab, carriage, or other vehicle, shall ply for hire within any Railway premises without a licence in writing from the General Manager, or other authorised officer. Any person offending against this Bye-law shall be liable to a penalty not exceeding Five Pounds.

No. XXI.

The Company may refuse to carry any person who has an infectious disorder. If any person who has any such disorder is found upon the premises of the Company, or travels, or attempts to travel on the Railway of the Company, without the special permission of the General Manager, such person shall be liable to a penalty not exceeding Two Pounds, in addition to the forfeiture of any fare which may have been paid, and shall be removed at the first opportunity from the Company's premises. Any person who has charge of any other person suffering from an infectious disorder, while upon the premises of the Company, or travelling, or attempting to travel on the Railway, or who aids or assists any person suffering from such disorder in being upon the premises of the Company, or travelling, or attempting to travel on the Railway, shall be liable to a penalty of not exceeding Two Pounds, unless the person suffering from such disorder be travelling with the special permission of the General Manager.

No. XXII.

No person shall come upon any Railway premises for the purpose of removing any passenger or luggage, unless engaged by the passenger for such purpose, and no person shall come upon any Railway premises for the purpose of soliciting custom or hire. Any person offending against this Bye-law shall be liable to a penalty not exceeding Two Pounds, and to removal from such premises.

No. XXIII.

The Company will not be responsible for any article left at any station, unless the same be registered, for which a charge of twopence may be made for articles not exceeding 84lbs. in weight, or 20 cubic feet measurement, and a ticket given in exchange. If such articles be not removed within 24 hours an additional charge of one penny per day will be made until the same is claimed or paid for, or otherwise disposed of. Highly damageable articles, and articles exceeding 84lbs. in weight or 20 cubic feet measurement, will be charged double rates. No article will be given up without the production of such ticket, or satisfactory evidence of the ownership being adduced, and every such article will only be delivered to the bearer of the ticket, unless previously delivered to the owner. The Company will not be responsible for any article exceeding the value of Ten Pounds, or for any article not taken away within three months from date of deposit.

No. XXIV.

Any person who shall wilfully injure, wholly or in part, any lining, cushion, carpet, or blind, or break or deface any window, or remove or injure any number, plate, or advertisement, or remove, or extinguish any lamp of, or in any, railway carriage, or the fittings thereof, or otherwise damage any railway carriage, shall be liable to a penalty not exceeding Five Pounds, in addition to payment of the amount of damage done.

No. XXV.

Parcels will be received at the stations daily, Sundays, Christmas Day, Good Friday, and proclaimed holidays excepted; and if received not later than fifteen minutes before the departure of any passenger train will be sent by it.

No. XXVI.

No gratuity is, under any circumstances, to be received by a Railway servant on pain of dismissal.

No. XXVII.

Any person making use of insulting, indecent, or abusive language, or writing obscene or abusive words in any carriage, or upon any Railway platform or premises, or who shall wilfully impede any Railway officer or servant in the execution of his duty, shall be liable to a penalty not exceeding Five Pounds.

No. XXVIII.

Loaded firearms are on no account to be taken into or placed upon any carriage, wagon, truck, or other vehicle forming or intending to form a train, or any portion of a train of the Company, or to be brought to the station or on to the premises of the Company, except by special permission of the General Manager, and every person so offending shall be liable to a penalty not exceeding Five Pounds.

No. XXIX.

Any person driving or attempting to drive sheep or other cattle, or riding, driving, or attempting to ride or drive any horse across the Railway, either at any authorised crossing place or elsewhere, when a train is in sight, or wilfully or negligently permitting any cattle, horses, sheep, or other animals to stray on the Railway, or any land or premises belonging thereto, shall be liable to a penalty not exceeding Ten Pounds.

No. XXX.

Any person crossing or attempting to cross the Railway elsewhere than at an authorised crossing place, or crossing or attempting to cross the Railway at an authorised place when warned not to do so by any servant of the Company, shall be liable to a penalty not exceeding Two Pounds.

No. XXXI.

Every person employed to open and shut any gate placed across any public road crossed by the Railway, who fails or neglects to open such gate so soon as the trains have passed; every person using and passing through any such gate placed across any public road, who fails or neglects to close the same so soon as he or she and the carriage, cattle, or any other animals under his or her care, have passed through the same; every person using and passing through any field-gate set up for the accommodation of the owners or occupiers of adjoining land, who fails or neglects to close such gate so soon as he or she and the carriage, cattle, or other animals under his or her care or being therewith, have passed through the same, shall for each offence be liable to a penalty not exceeding Ten Pounds.

No. XXXII.

Any person on foot (except persons in charge of vehicles or live stock) crossing or attempting to cross the Railway on the level, at a station, or any other place where an overbridge or sub-way is provided, shall be liable to a penalty not exceeding Two Pounds.

No. XXXIII.

Any person found bathing, swimming dogs, or otherwise polluting the water in any Railway reservoir or tank shall be liable to a penalty not exceeding Two Pounds.

No. XXXIV.

Any person, unless authorised by the General Manager, who shall post or stick any placard or bill within or on any of the Railway property or premises shall be liable to a penalty not exceeding Two Pounds.

No. XXXV.

It shall be lawful for any officer or servant employed by the Company, or any constable, to apprehend and detain any engine driver, guard, porter, or other person employed upon the Railway who is found drunk whilst engaged upon duty, or who commits any offence against any Bye-Law, or who wilfully, or maliciously, or negligently does, or omits to do any act whereby the life or limb of any person passing along or being upon the Railway is, or might be, injured or endangered, or whereby the passage of any of the engines, carriages, or trains is, or might be, obstructed and impeded, and to convey every person so offending, and any person counselling, aiding, or assisting in such offence, with all reasonable speed before some Justice of the Peace, without any other warrant or authority than this Bye-law, and every person so offending, and every person counselling, aiding, or assisting therein as aforesaid, shall upon conviction before such Justice, in a summary way, without information in writing, be liable to a penalty not exceeding Ten Pounds.

No. XXXVI.

If any person wilfully obstructs or impedes any officer or person employed upon the Railway in the execution of his duty therein or upon, or in any of the stations, or other works, or premises connected therewith, and if any person wilfully trespasses upon the Railway, or any of the stations, or other works or premises connected therewith, and refuses to quit the same upon request made to him by any official person employed upon the Railway, every such person so offending shall, upon conviction before such Justice, be liable to forfeit and pay a penalty not exceeding Five Pounds.

No. XXXVII.

All goods sent by rail must be accompanied by a consignment note in a form prescribed by the Company, which the sender (or an authorised person on his behalf) is required to sign as a guarantee of the correctness of the information furnished therein. Any false description will render the sender liable to a penalty not exceeding Twenty Pounds. Goods for platforms or sidings will only be carried on condition that the consignor accepts all responsibility in regard to loss or damage arising from any cause whatever after arrival there.

No. XXXVIII.

The Company do not guarantee either the arrival or the delivery of goods or live stock at any particular time, by any particular train, or for any particular market, nor will the Company bind themselves to forward a wagon from one station to another with less than one ton of goods.

No. XXXIX.

All goods of the miscellaneous and special classes, as specified in the classification sheet, arriving at any station, shall be removed therefrom within twenty-four working hours after arrival, and 1st, 2nd, 3rd, and 4th class goods within 48 hours. All goods of the sawn timber class, within two hours, and of the firewood class immediately after arrival. Any goods or luggage not removed within the time specified will be subject to a demurrage charge of one shilling per hour for each truck, and two shillings and sixpence for each tarpaulin, for every additional day or part of a day; or the Company may discharge such truck at the expense of the owners, and at the rates named in the classification sheet, and subject the goods to a storage charge at the rate of one shilling per ton for the first day, ninepence per ton for the second day, and sixpence per ton for each succeeding day, until removed from the station premises, or one penny per package per diem, at the option of the Company. All goods, luggage, and parcels unclaimed by the owner for six months after arrival, may be sold, and after deducting what may be due for railway carriage,

storage, and charges (including expenses of sale), the surplus (if any) will be paid over to the owner on demand.

No. XL.

The Company do not undertake nor will be held bound to advise consignees of the arrival of goods, or other traffic; and no exemption from demurrage, or storage, or risk of loss or damage can be claimed in consequence of the non-receipt of notice.

No. XLI.

Where it shall be the duty of the sender of goods brought into any Railway station (whether by him or in the Company's vehicles) to load such goods into the Railway wagons, he shall do so within two working hours after the trucks are supplied. In case of default, the Railway servants may load such goods at the risk and cost of the owner or consignee, and such to be charged in addition to the freight and other charges payable, including the published rate of demurrage.

No. XLII.

No claim for loss or damage (for which the Company is accountable), will be allowed, unless made within forty-eight hours after arrival of the goods; and the delivery of such goods will be considered as complete when the notice of arrival is rendered to the consignee, or, if carted out by any person employed by the Company, when the goods are placed at the door of the consignee, or suspended to his crane, chain, or tackle; the cellaring or warehousing afterwards will be at the owner's risk. Notwithstanding any period or periods of credit, which as a matter of convenience the Company may allow, all charges for freight or carriage or for conveyance must be paid in cash on delivery or tender of the goods. In cases when the address of the consignee is not known the delivery of the goods shall be deemed complete after they have been at the receiving station forty-eight hours.

No. XLIII.

The Company will not be accountable for any articles unless the same be signed for as received by a clerk or agent of the Railway. The Company will not be responsible for the loss of or injury to money in cash, or bills or promissory notes, or securities for money, or jewellery, trinkets, rings, precious stones, gold and silver (manufactured or unmanufactured), gold and silver plate or plated articles, clocks, watches, time-pieces, marbles, lace, furs, silks, (in a manufactured or unmanufactured state), and whether wrought up or not wrought up with other materials, writings, title-deeds, prints, paintings, maps, engravings, pictures, stamps, or other valuables, nor for damage done to china, glass, crockery-ware, wearing apparel, musical instruments, furniture, toys, castings, or any other hazardous or brittle articles, in packages or otherwise, unless the same be declared as such, and insured according to their value and paid for at the time of delivery to the Company, or any officer, clerk, or agent, nor for the loss or damage arising from fire, storm, flood, tempest, or otherwise, from the act of God, or from civil commotion, and whether warehoused or not, nor for decay or deterioration from delay or otherwise; nor for any loss or damage whatsoever, under any circumstances unless such loss or damage shall occur or arise from or in consequence of the gross and wilful default of the Company, or any of their officers, servants, or agents; nor for the loss of or damage done to goods put into returned wrappers or boxes, or packages described as empties, nor of any goods left until called for, or to order, or warehoused for the convenience of the parties to whom they belong, or by or to whom they are consigned; nor for the loss of or damage to any packages insufficiently or improperly packed, marked, directed or described, or containing a variety of articles liable by breaking to damage each other, or other articles; nor from leakage arising from bad casks or bad cooperage, or from fermentation.

No. XLIV.

The Company will not under any circumstances be responsible for hay and straw, which shall be carried only under special agreement that the consignor will take all risk of loss or damage while in the custody of the Company, wheresoever or howsoever occasioned, wilful damage or want of reasonable care on the part of the Company or their servants excepted. Nor will the Company under any circumstances be responsible for returned empties, which if not removed within seven days from date of arrival may be sold by auction to pay storage and expenses.

No. XLV.

No person shall be entitled to have any single article of goods conveyed by Railway exceeding the weight of four

tons, or which, from its excessive bulk, would be inconvenient to transport. At stations where there are no appliances for loading and unloading articles exceeding two tons in weight, the duty must be undertaken by the owner at his own risk.

No. XLVI.

No person shall be entitled to require any aquafortis, oil of vitriol, gunpowder, lucifer matches, or other goods which in the judgment of the Company or any of their officers, are of a dangerous nature, to be carried by Railway; and any such officer may refuse to take any parcel suspected to contain goods of a dangerous nature, or may require the same to be opened to ascertain the fact. Senders of dangerous articles will be held accountable for any damage arising therefrom or thereto, unless the contents are described as such upon the direction, that due care may be observed in the loading; and in no case will the Company be liable for the loss of any such article.

No. XLVII.

No article shall be sold in any Railway premises without the consent of the General Manager. Every person so offending against this Bye-law shall be liable to a penalty not exceeding Five Pounds.

No. XLVIII.

The word "fare," in these Bye-laws, shall be held to mean the rate of toll or sum determined upon by the Company, being in accordance with, and by virtue of, the Act of the Parliament of Tasmania, 34 Victoria, No. 13, and published in the Company's Time Table, and the words "Railway carriage" shall include every passenger carriage, goods truck, horse box, meat van, or other vehicle used on the Railway.

No. XLIX.

No horse or carriage will be forwarded unless sent to the station thirty minutes before the time named for the departure of the train.

No. L.

Parcels and packages under seven pounds weight will (not containing any explosive material) be conveyed by all trains at parcels rates only, and subject to the terms and conditions stated on the Company's published tariff, as also all parcels and packages wrapped in paper. All packages weighing above 112lbs., or forming part of a consignment exceeding 112lbs., will be forwarded by goods trains, and charged at goods rates, unless specially marked to go otherwise.

No. LI.

All persons receiving goods from the Railway must give a written receipt for the same on delivery. No goods will be delivered without such receipt.

No. LII.

Fresh meat, fish, poultry, dairy produce, eggs, fruit, vegetables, and other perishable articles are conveyed at the owner's risk; and the freight must be prepaid, or they will be immediately sold without notice to the owner, to secure the freight, if it be not paid when such articles arrive at the Railway terminus. Should such become offensive it will be immediately destroyed by the Company's servants. All such traffic must be fully addressed.

No. LIII.

The authorised charges upon goods or parcels must be paid on demand. In default of payment they may be sold by order of the Company, and the charges deducted from the proceeds. No credit will be given unless under special arrangement with the General Manager. The freight or trackage of goods for platforms or sidings must be prepaid at the sending station.

No. LIV.

All goods are subject to a lien for freight, storage, and demurrage; and in case default is made in payment of any money due and payable in respect of the carriage or conveyance of any passenger or any goods or merchandise, the same may be recovered by the General Manager in a summary way before any Justice of the Peace, and it shall be lawful to detain the goods and merchandise in respect of which such money is payable until the money payable in respect thereof has been fully paid and satisfied. Should the freight not be paid within fourteen days of the date of the receipt of

the goods such will be sold by public auction, and the proceeds applied towards satisfaction of such lien and expenses.

No. LV.

Nothing in these Bye-Laws contained shall extend to charge or make the Company liable, further or in any other case than where, according to law, stage coach proprietors and common carriers would be liable; and the Company shall, at all times, be entitled to the benefit of every protection and privilege which may be possessed or enjoyed by such proprietors and carriers.

No. LVI.

Nothing in these Bye-Laws contained is intended to prevent persons from sending goods or parcels to any Railway station, or removing them from it by their own or hired vehicles.

No. LVII.

Persons desiring to send horses or live stock must give at least twenty-four hours' notice of the number and description of the trucks they require, at the same time paying a deposit of ten shillings per truck; such deposit to be forfeited to the Company as demurrage in the case of the truck not been used on the same date as ordered for, or should the trucks be detained for the convenience of the sender demurrage at the rate of ten shillings per truck, per day, will be charged. The acceptance of the deposit will not bind the Company to supply trucks by any particular time. Special arrangements for trucks for cattle in herds, or sheep in flocks, must be made with the General Manager.

LVIII.

No live stock or merchandise traffic of any kind will be received on any Sunday, or on Good Friday, Christmas Day, or any proclaimed holiday, unless with the special consent of the General Manager.

No. LIX.

All live stock must be removed from the Railway premises immediately after arrival of the train, if not they will be unloaded and remain at the owner's risk and expense, or may be sent to agistment or livery, the cost of which shall be paid by the owner on demand, as part of the authorised charges. Such stock after seven days may be sold by auction by order of the General Manager, and the proceeds applied in payment of all expenses incurred; the balance, if any, being paid to the owner on demand.

No. LX.

The owner of live stock must take all risks of conveyance. The company will not be responsible for any damage, however caused, occurring to such stock upon the Railway, or at any of the stations. No horse or other live stock will be carried unless the Contract Book, in which these Regulations will be stated as included in the contract of conveyance, be previously signed by the consignor or owner. All live stock must be loaded by the sender, and unloaded by the consignee at their risk respectively.

No. LXI.

The goods warehouses will be opened for the receipt and delivery of goods from 6 A.M. till 5 P.M., Sundays, Christmas Day, Good Friday, and proclaimed holidays excepted, and except on Saturdays, when they will be closed at 4 P.M.

No. LXII.

No person shall be entitled to require to be carried upon or along the Railway any sheep, cattle, horses, or live stock, which in the judgment of any officer of the Company may be affected with any disease of whatsoever nature; and such officer or any other officer or servant may refuse to take any sheep, horses, or live stock, suspected by him or them to be diseased, unless on the production of a certificate of soundness from an Inspector of Stock, or duly qualified veterinary surgeon. Any persons causing or procuring any diseased sheep, horses, or other stock, knowing them to be diseased, to be carried, or offering or causing any of them to be offered for the purpose of being carried upon or along the Railway, shall, in addition to any other penalty which may be lawfully imposed upon such person, be liable to a penalty not exceeding Ten Pounds.

In testimony whereof the Manager of the said Company hath hereto affixed his hand at Hobart, in the Colony of Tasmania, this nineteenth day of February, in the year of our Lord one thousand eight hundred and eighty-one.

C. H. GRANT, *General Manager*,