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21 Jan 1904; Re-Use of Postage Stamps [Gazette 21 Jan 1904]

No. 31. 20th January, 1904.

THE GOVERNOR has approved of the following
Rule regarding the affixing of used postage stamps to letters:—

Any person who affixes or causes to be affixed a postage stamp which has already been used for the purpose of pre-paying postage or for the purpose of the Stamp Act, Law 40 of 1903, is guilty of a breach of the provisions of section 59 of Law 40 of 1903 and is liable on conviction to a penalty not exceeding £20.

But should the effending party tender the full amount of any mitigated penalty which the Postmaster may elect to press for such tender may be accepted and legal proceedings waived.

24 Feb 1904; Issue of Arms 1d [Gazette, 25 Feb. 1904]

A GAZETTE.

TEB. 25, 1904.

4-1 Stamp Office, Kingston, 20th February, 1904.

THE following is a description of a new design of a one penny Postage Stamp which will be put in circulation on the 24th instant.

2. The design of the Stamp is denoted by the Arms of the Colony in black, set in a ground of drab, and in a frame of carmine.

3. The face value of the above Stamp is shown in numerals on either side, the word "Jamaica" at the top of the Stamp, and in words at the bottom thereof.

E. JORDON ANDREWS, Stamp Commissioner.

4-1

Stamp Office, Kingston,

20th February, 1904.

THE following is a description of a new design of a one penny Postage Stamp which will be put in circulation on the 24th instant.

- The design of the Stamp is denoted by the Arms of the Colony in black, set in a ground of drab, and in a frame of carmine.
- 3. The face value of the above Stamp is shown in numerals on either side, the word "Jamaica" at the top of the Stamp, and in words at the bottom thereof.

E. JORDON ANDREWS, Stamp Commissioner.

1 Mar 1904; Issue of Arms 5d [Gazette 3rd March 1904]

4-1 Stamp Office, Kingston, 25th February, 1904.

Stamp of the denomination of a new Postage Stamp of the denomination of five pence (5d., which will be put in circulation on the 1st March) 1904.

2. The design of the Stamp is denoted by the Arms of the Colony in black, set in a ground of drab, and in a frame of yellow.

3. The face value of the above Stamp is shewn in numerals on either side the word "Jamuica" at the top of the Stamp and at the bottom thereof.

E. JORDON ANDREWS, Stamp Commissioner. 4-1

Stamp Office, Kingston,

25th February, 1904.

THE following is a description of a new Postage Stamp of the denomination of five Pence (5d.), which will be put in circulation on the 1st March 1904.

- 2. The design of the Stamp is denoted by the Arms of the Colony in black, set in a ground of drab, and in a frame of yellow.
- 3. The face value of the above Stamp is shown in numerals on either side the word "Jamaica" at the top of the Stamp and at the bottom thereof.

E. JORDON ANDREWS, Stamp Commissioner.

1d & 5d combined in Gazette notice in Gazette 10 Mar 1904

27 Sep 1904; Telephone Licence Application (Isaacs) in Manchester Parish [Gazette 6 Oct 1904]

No. 415. 27th Septemb r, 1904.

HE ACTING GOVERNOR in Privy Council has granted the following license to L. A. Isaacs, Esq., under the provisions of the Telephone Laws, 10 of 1893 and 19 of 1894.

By command,

T. L. ROXBURGH, Acting Colonial Secretary.

License granted to Lionel A. Isaacs, of the parish of Manchesier, under the provisions of the Telephone Laws, 10 of 1893 and 19 of 1894.

1 This license is to be read and construed subject in all respects to the provisions of the Telephone Laws, 10 of 1893 and 19 of 1894 and the several words, terms and expressions to which by the said law meanings are assigned shall have in this license the same respective meanings, except that in this license the expression "Works" includes the telephones, electric batteries, wires, poles, and all matters and things of whatsoever description erected or supplied for the purposes of telephonic communication under this license. "Month" in this license shall mean calendar month.

2. The licensee for the purpose of this license is Lionel A. Isaacs, whose registered office is situated in Mandeville about 4 chains from the Pos Office on the north side of the road leading to Black River

- River.

 3. The area within which authority is granted by this license to establish telephonic communication shall be the area comprised within the following limits being part of the parish of Manchester, viz.:—A line starting from the railway station at Williamsfield passing through the following houses, south to Barossa, thence in a westerly direction through Cedar Grove and Perth, thence north through Marshall's Pen and Martin's Hill, and east through Hanbury to the point first abovementioned, which area is more particularly delineated upon the map deposi ed at the Privy Council Office by the licensee together with his application for this license, and signed by the Clerk of the Privy Council.
- 4. Subject to the provisions of this license and of the laws abovementioned, the licensee may from time to time and at all times for the purposes of this license erect and maintain poles and wires along, over under or across any public street, road or open space within the area. All such poles and wires shall be for the exclusive use of the licens e and under his sole control, and shall be erected, maintained and used by him only for the purposes of this license. In the event of the R ad Authority widening any public road along which there is a line of telephone poles and wires on the same side as such widening, the licensee shall forthwith at his own expense remove the said telephone poles

to such new positions respectively beyond the water tables of the road as the Road Authority shall prescribe.

The Governor shall from time to time appoint and keep appointed a fit and proper person (here-inafter called the Inspector) who shall from time to time inspect the works of the licensee, and do such other things in connection with the license as are herein prescribed or as the Governor may from time to time direct.

6. The licensee shall construct and at all times maintain the works in efficient order and condition to the satisfaction of the Inspector and shall at all times keep an adequate staff at each Telephone

Exchange.
7. If and whenever the telephone line hereby authorised crosses over or under any existing telegraph line, or comes in proximity therewith, such special construction shall be adopted by the licensee for preventing contact between his line and the adjacent line as shall be approved of by the Inspec-

- 8. The licensee shall pay to the Island Treasurer on the first day of the month next after the deli-very of this license the sum of three guineas and the same sum on the same date in every succeeding year and in consideration thereof Government shall bear the expense of inspections and tests made by the Inspector of instruments not exceeding twenty in number—should the number of instruments at any time exceed twenty an extra fee of five shillings shall be paid for each additional instrument.
- 9. (1) After first communicating with the licensee and taking into co sideration any representations made by him, the Governor in Privy Council shall have power to make, revoke, remake, or alter rules and regulations with regard to the construction and maintenance of the works of the licensee for the purpose of

 (a) the securing the safety of the public from

personal injury from fire or otherwise;
(b) the securing of a regular and efficient tele

phonic communication;

(c) the authoris ng of inspection and inquiry from time to time, and
(d) the enforcement of the due performance

of the duties of the licensee under the provisions of this license.

Such rules and regulations shall come into force as soon as they shall have been published in the Jamaica Gazette: and a copy of the Jamaica Guzette containing the same shall be prima facie evidence of such rule or regulation having been duly made.

10. Before any person having a residence or place of business within the area shall be entitled to require the licensee to supply him with telephonic communication under section 11 of the Telephone Law of 1893, it shall be lawful for the licensee to require him to enter into a written agreement with the licensee in the Form 1 in Schedule A hereto, and thereupon to pay the licensee the rental for the first year under such agreement.

11. Before any person desiring direct telephonic communication between any two places within the area, without the intervention of a telephone exchange, shall be entitled to require the licensee to supply a private wire for that purpose under section 12 of the Telephone Law of 1893, it shall be lawful for the licensee to require him to enter into a written agreement with the licensee in the Form 2 in Schedule A hereto, and to require him thereupon to pay

to the licensee the rental of such private wire for the first year under such agreement.

12. Any requisition to the licensee under either

of the two last preceding clauses shall be in writing and signed by the person making the same.

13. Any notice, order or document required or authorised to be served upon any body or person under this license or Telephone Laws of 1893 and 1894 may be served by addressing it to such body or person and delivering it to some inmate of his place of business or abode apparently not less than 16 years old, or transmitting it through the post by registered letter to the usual or last known place of business or abode of such body or person. If sent by post it shall be deemed to have been served at the time when the envelope containing it would have been delivered in the ordinary course of post, and in proving such course of service it shall be sufficient to prove that such letter was properly addressed and duly registered.

14. If at any time after the commencement of this license, the licensee represents to the Governor in Privy Council that the undertaking cannot be carried on with profit and ought to be abandoned, the Governor in Privy Council shall inquire into the truth of such representation, and may, if satisfied, on such inquiry of the truth of such representation, revoke this license as to the whole or as to any part

of the area.
15. The Governor in Privy Council, may in addition to any other powers ne may have in that behalf, revoke this license at any time with the consent and concurrence of the licensee and the Road Authority upon such terms as the Governor in Privy Council may think just.

16. If the Governor in Privy Council shall at

any time revoke this license under either of the

(a) The Clerk of the Privy Council shall cause notice of such revocation to be served upon the licensee and the Road Authority, specifying the date on which such revocation shall

take place.

(b) Within one month after the service of such notice on the Road Authority, the Road Authority may, (if it think fit) by notice in writing require the licensee to sell and the licensee shall thereupon sell to them the undertaking upon the terms of paying the value of all works and materials and plant of the licensee, such value to be, in case of difference, determined by arbitration: provided that the value of such lands, buildings, works, materials and plant shall be deemed to be their true market value at the time of the sale, due regard being had to the nature, condition and state of repair thereof, and to the circumstance that they are in a position ready for immediate working, and the suitability of the same to the purposes of the undertaking, but without any addition in respect of compulsory pur-chase, or of goodwill, or of any profits which may have been or might be made from the

undertaking or of any similar considerations.

(c) Where no sale is effected under the provisions of last sub-clause the licensee may sell the undertaking to any person.

(d) No proceedings under sections 2 and 3 of the Telephone Law of 1893 shall be taken until two months after service on the licensee of notice of the revocation of this license.

17. The licensee shall be answerable for all accidents, damages and injuries happening through the act or default of himself or of any person in his employment or by reason, or in consequence, of any of the licensee's works and shall indemnify the Road Authority and all other authorities, bodies and persons collectively and individually, and their officers and servants in respect of all liability, loss or expense incurred by reason of, or in consequence of any such accident, damage or injury.

18. Nothing in this license shall exempt the

licensee from any indictment, action or other

proceedings for nuisance.

19. If the licensee makes default in complying with any of the requirements of this license he shall make full compensation to every body or person for any loss which they or he may incur by reason thereof.

20. The rates to be charged by the licensee shall not exceed the rates in the Schedule B hereto, the rates to be charged to the Government shall be half the rates charged under similar circumstances

21. If at any time it shall be shown to the satisfaction of the Governor in Privy Council that the licensee has failed to comply with any of the terms of this license it shall be lawful for the Governor in Privy Council, to impose a penalty for such failure not exceeding £100, recoverable from the licensee by action of debt at the suit of the Attorney General on behalf of the Government, and in case such penalty be not paid within one month after judgment shall have been given therefor, the Governor in Privy Council may revoke this license as to the whole, or as to any part of the area. If it shall be shown to the satisfaction of the Governor in Privy Council that the licensee has discontinued the exercise of the power herein granted to him or has persistently failed to observe the terms and conditions of this license, it shall be lawful for the Governor in Privy Council forthwith to revoke this license

22. Every instrument shall be protected at a point near where the "ground" and "circuit" wires enter it by a "double pole cut out," containing a fuse or a fusible connection of a current capacity of

one ampere.

23. When no penalty has been prescribed for any contravention of or neglect to comply with the provisions of this license or the rules made under the principal law or this license, any such contravention or neglect shall subject the offender to a penalty not exceeding £5, and in case of a continuing offence, to a penalty not exceeding £5 for every day during which the offence continues after conviction, and the same may be recovered and enforced by summary process before the Resident Magistrate or two Justices of the Peace for the parish of Manchester. Provided that nobody having any claim against the undertakers shall in any way be prejudiced in enforcing the same by the fact that any penalty or penalties has or have been recovered against such undertakers in respect of the same act or omission or default out of which the

claim aforesaid arises.

24. This license shall be in force till the 8th day of March, 1909.

SCHEDULE A .- FORM 1.

The undermentioned

(hereinafter ealled the Lessee), having requested the Licensee (herein-

after called the Lessor), to rent him at his premises a telephone, and to connect

it with the Exchange at hereby agrees that if the said lessor furnish the said telephone and connect as aforesaid he will keep and abide by the terms and conditions stated below,

that is to say:

1. The said lessee will pay to the said lessor the sum of per month from the date of

2. The term shall be for one year from the said

3. After the termination of such year in the absence of any notice to the contrary, this agreement shall be understood as continuing from month to month at the rental above fixed, payable monthly

On the termination of the agreement the lessee shall surrender to the lessor any telephone supplied in good order and condition or shall pay compensa-tion to the lessor in respect of damage thereto for which the lessee shall be liable under the next

4. Any telephone and lines on the lessee's premises shall be carefully used and only as herein stated. The lessee is to pay two pounds for each telephone damaged or destroyed otherwise than by unavoidable accident satisfactorily proved, the act of God or the King's enemies, but such payment shall not confer any title to the telephone. ordinary expense of maintenance or repair is to be borne by the lessor.

5. Upon non-payment of sum due, or any use of the telephone or lines on the said premises improperly or contrary hereto, or any removal of same therefrom, the lessor may terminate this agreement immediately by written notice and sever the connection and remove the telephone, and in such case the lessee shall pay the full rental up to the termination of the year herein agreed for, or in case such year be ended, up to the date of such severance of connection.

6. The right of the lessee to use the telephone and connecting wires where the lessor may place them, but not elsewhere, or in connection with any other lines, under such rules as the lessor may, subect to the approval of the Governor in Privy Council, from time to time, prescribe for the purpose of personal communication with the exchange and with parties whom the exchange may connect with him for that purpose, upon his or their business, the lessee shall not use foul or profane language, or

the lessee shall not use foul or profane language, or personate any other individual with fraudulent ntent over the wires connected with his telephone.

7. In view of the liability to errors in transmitting oral messages by telephone, and the impossibility of fairly fixing the causes thereof, the lessee assumes all risk of error from misconnectings or mistakes upon and by any Telephone Line.

8. Notice by the lessee to terminate this agreement must be given at least one month in advance and the agreement may be only terminated by the

and the agreement may be only terminated by the

lessee at the end of any month.

9. This agreement shall not be assigned or transferred without the consent in writing of the lessor.

SCHEDULE A. FORM 2.

The undermentioned (hereinafter called the lessee) having requested the licensee (hereinafter called the lessor) to supply a private wire for the purpose of telephonic commuand hereby nication between

agree that if the lessor supply such private wire as aforesaid he will keep and abide by the terms and conditions stated below, that is to say:

1. The said lessee will pay to the said lessor the sum of per month from the date of supplying of such wire, the first twelve months to

be paid in advance.

2. The term's all befor one year from the said date.

3. After the termination of such year, in the absence of any notice to the contrary, this agreement shall be understood as continuing from month to month at the rental above fixed payable monthly in advance.

4. The said wire shall be carefully used and only

as herein stated.

5. Upon non-payment of any sum due, or any use of the said wire, improperly or contrary hereto, or any removal of the same, the lessor may terminate the agreement immediately by written notice and remove the said wire, and in such case the lessee shall pay full rental up to the termina ion of the year herein agreed for, or, in case such year be ended, up to the date of such removal of the said wire.

6. The right of the lessee is to use the said wire where the lessor may place it, but not elsewhere or in connection with any other line, under such rules as the lessor may, subject to the approval of the Governor in Privy Council from time to time

7. In view of the liability to errors in transmitting oral messages by telephone and the impossibility of fairly fixing the cause thereof, the lessee assumes all risks of errors from misconnections or mistakes upon or by the wire.

8. Notice by the lessee to terminate this agreement must be given at least one month in advance and the agreement may only be terminated by the lessee at the end of any month.

9. The lessee shall not allow any telephone connected with the said wire to be used by any other

person for reward.

10. Any officer appointed by the lessor may at all reasonable times enter upon any premises wherein is the said wire in order to inspect and if necessary to repair the said wire and any fittings connected therewith or in order to remove the same.

11. This agreement shall not be assigned or transferred without the consent in writing of the

lessor.

SCHEDULE B.

Maximum Tariff of Rates chargeable under this License.

For and in respect of Twelve shillings per

each telephone within a month. radius of three quarters of a mile from the registered office of the licensee and its connection with a telephone exchange and for the telephonic com-. munication so supplied.

For and in respect of each telephone beyond a radius of three quarters of a mile but within a radius of one mile from the registered office of the licensee and its connection with a telephone exchange and for the te ephonic communication so supplied.

Fifteen shillings per month.

For and in respect of each telephone beyond the radius of one mile from the registered office of the licensee and its connection with a telephone exchange and for the telephonic communication so supplied.

One pound per month and where the telephone is erected at a greater distance from the nearest telephone exchange with in the area than one mile by the nearest public road an additional payment of five shillings for each mile in excess of such first mile and proportionately for every complete or incomplete quarter of a mile.

Where the licensee rents to any person more than one telephone on the same circuit, the charge for the second telephone shall be two-thirds of that for the first, and for every telephone beyond two, the charge will be one-half of that for the first telephone.

For any private wire supplied under sec. 12 of Law 10 of 1893, and clause 11 of this license.

A monthly payment at the rate of five shillings per mile of wire required, and proportionately for every complete or incomplete quarter of a mile.

For and in respect of telephonic communication supplied under the provisions of section 3 of Law 19 of 1894, between a place beyond the limits of the area and the telephonic system within the area.

Twelve shillings per month, and where the Twelve shillings limit of the area at the point where the private wire meets the said limit is at a greater distance than one mile from the telephone exchange an additional payment per month of five shillings for each mile in excess of such first mile and proportionately for every complete or incomplete quarter of a mile.

Approved by the Acting Governor in Privy Council on the 31st day of August, 1904.

> J. B. LUCIE-SMITH, Clerk of Privy Council.

Oct 1904; Pratville Telegraph Office to be Closed [Gazette 6 Oct 1904]

THE very limited number of messages received at, and transmitted from, the telegraph office at Pratville in Manchester, since the office was opened in 1899 establishes the fact that the office is not a public necessity and the cost of its maintenance is not justified. It is therefore proposed to close the office in December next, on the expiry of the lease under which it is held. If, however, residents in the vicinity desire the office continued under "Guarantee," proposals to that end should be submitted before the end of October.

A H. MILES, Postmaster for Jamaica.

1 Oct 1904; British Postal Orders Available in Jamaica [Gazette 6 Oct 1904]

WITH reference to previous notice, the following colonies join the British Postal Order System from 1st October, viz: Barbados, British Honduras, Gambia, Gold Coast, Grenada, Hong Kong, Leeward Islands (including Antigua, St. Kitts, Nevis, Dominica, Monsterrat and the Virgin Islands,) St. Vincent and the Straits Settlements, Cyprus will join on the 15th October and Bermuda on 1st November.

A. H. MILES, Postmaster for Jamaica. G.P.O., 27.9.1904.

2-2

O^N and after the 1st October, 1904, British Postal Orders will be placed on sale at the Money Order Office, Kingston, and at the Parochial Treasuries as follows:—

Denomination.	more on	Commission.
Sixpence	guignole	ld.
One Shilling	•••	1d.
One Shilling and Sixpence		1d.
Two Shillings and Six		2d.
Five Shillings		2d.
Ten Shillings	avallag :	of land, to.beng part to
These Orders will be	payable i	n white the state of the state
United Kingdom	-naic vel	s south on vary of Lan-
New Zealand	Riomer's	Kinedre Z 16, noisesson
Sierra Leon	noidw en	descends of Henry Cord
at the Agencies of the	e British	Post Office at—
Ascension	min nos	nor fortain marginto so
Constantinople		
Smyrna		Vos 2 4 5 6 8
Salonica	The are	43, 44, 57, 58, 59, 60
Panama		18 to 80 bm 7 . 30
and in any other Brit	tish Color	ny which may join in
this arrangement. T	he names	of those joining can
be obtained from til	me to tim	e from the Parochial
Treasurers, who are	regularl	y furnished with a
British Post Office G	uide cont	ain ng this informa-

Postage stamps must not be pasted on these Orders, as they will only be honoured for face value printed thereon.

Jamaica Postal Orders should never be sent out of Jamaica as they cannot be cashed abroad.

A. H. MILES, Postmaster for Jamaica.

General Post Office, 24th September, 1904.

5 Oct 1904; Royal Mail Company Schedule Adjustment [Gazette 6 Oct 1904]

No. 431.

IS EXCELLENCY has received a telegram from the Secretary of State for the Colonies intimating that the new time table of the Royal Mail Company (under which the steamers of the company will leave Kingston fortnightly on Mondays at 5 p.m., instead of at midday on Tuesdays) had been approved provisionally for the remaining period of the present contract with that company.

Jamaica Post Office Notices 1904

14 Oct 1904; Rail Mail Company Trent Sailing [Gazette 13 Oct 1904]

No. 438.

In Continuation of Government Notice No. 431 of the 5th instant it is hereby notified that the first homeward sailing from Kingston under the new time table of the Royal Mail Company will be that of the "Trent" on Monday the 14th proximo at 5 p.m.

Oct 1904; St Lucia & Turks&Caicos Joined Imperial Penny Postage [Gazette 27 Oct 1904]

WITH reference to previous notice, the following colonies join the British Postal Order System from 1st October, viz: Barbados, British Honduras, Gambia, Gold Coast, Grenada, Hong Kong, Leeward Islands (including Antigua, St. Kitts Nevis, Dominica, Monsterrat and the Virgin Islands,) St. Vincent and the Straits Settlements, Cyprus will join on the 15th October and Bermuda on 1st November.

A. H. MILES, Postmaster for Jamaica. G.P.O., 27.9.1904.

IN continuation of previous notices it is now notified that the Colonies of St. Lucia and the Turks and Caicos Islands have given adhesion to the Imperial Postal reder Scheme.

A. H. MILES, Postmaster for Jamaica.

G.P.O., 18.10.1904.