

## CHAPTER 116.

## COMMON CARRIERS.

[No. XVIII of 1916.]

[2nd September, 1916.]

1. This Ordinance may be cited as the Common Carriers Ordinance. Short title.

2. In this Ordinance, unless the contrary intention appears,— Interpretation.

“common carrier” means any person who undertakes provided he has room, either expressly or by a course of conduct, to convey for hire or reward the goods or certain classes of goods of all persons who choose to employ him; and by “person” in this definition is meant and included the Crown or Government as well as any company, firm or individual;

“package” includes “parcel.”

3. No steamship, railway, tramway, or omnibus, company or firm, mail contractor, stage coach proprietor, or other common carrier by land or water, or partly by land and partly by water, for hire, shall be liable for the loss of or injury to any article or articles or property of the descriptions following: (that is to say) gold or silver coin of this realm or of any foreign state, or any gold or silver in a manufactured or unmanufactured state, or any precious stones, jewellery, watches, clocks, or time-pieces of any description, trinkets, bills, notes of the governor and company of the banks of England, Scotland, and Ireland respectively, or of the Government of British Guiana, or of Barclays Bank (Dominion, Colonial and Overseas), formerly the Colonial Bank, or the Royal Bank of Canada, or of any other bank in Great Britain or Ireland or any British possession, orders, notes, or securities for payment of money, English or foreign stamps, maps, writings, title deeds, paintings, engravings, pictures, gold or silver plate

When mail contractors, coach proprietors, and carriers, not to be liable.

or plated articles, glass, china, silks in manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials, furs, or lace, or any of them, contained in any package delivered, either to be carried for hire or to accompany the person of any passenger in any mail or stage coach or other public conveyance, when the value of the article or articles of property aforesaid contained in that package exceeds the sum of twenty-five dollars, unless, at the time of the delivery thereof at the office, warehouse, or receiving house of the common carrier, or to his book-keeper, coachman, or other servant, for the purpose of being carried or of accompanying the person of any passenger as aforesaid, the value and nature of the article or articles or property have been declared by the person or persons sending or delivering it or them, and the increased charge hereinafter mentioned, or an engagement to pay that charge, is accepted by the person receiving the package.

When any package is so delivered an increased rate of charge may be demanded.

4.—(1) When any package containing any of the articles above specified is so delivered and its value and contents declared as aforesaid, and that value exceeds the sum of twenty-five dollars, the common carrier may demand and receive an increased rate of charge, to be notified by some notice affixed in legible characters in some public and conspicuous part of the office, warehouse, or other receiving house, where packages are received by them for the purpose of conveyance, stating the increased rates of charge required to be paid over and above the ordinary rate of carriage as a compensation for the greater risk and care to be taken for the safe conveyance of those valuable articles; and all persons sending or delivering packages containing the valuable articles aforesaid at the office shall be bound by that notice, without further proof of its having come to their knowledge.

Carriers to give receipts for increased charges.

(2) When the value has been so declared and the increased rate of charge paid, or an engagement to pay it has been accepted as hereinbefore mentioned, the person receiving the increased rate of charge or accepting the agreement shall sign and deliver a receipt for the package, acknowledging it to have been insured, and if that receipt is not given, or the notice aforesaid has not been affixed, the common carrier shall not have or be entitled to any benefit or advantage under this Ordinance but shall be liable and responsible as at common law, and be liable to refund the increased rate of charge.

5. No public notice or declaration heretofore made or hereafter to be made shall be deemed or construed to limit or in anywise affect the liability at common law of common carriers as aforesaid, for or in respect of any articles or goods to be carried and conveyed by them; but every common carrier as aforesaid shall be liable as at common law to answer for the loss or any injury to any articles and goods in respect whereof he is not entitled to the benefit of this Ordinance, any public notice or declaration by him made and given contrary thereto, or in anywise limiting that liability, notwithstanding.

Public notices or declarations by carriers.

6. For the purpose of this Ordinance, every office, warehouse, or receiving house, used or appointed by any common carrier as aforesaid for the receiving of packages to be conveyed as aforesaid, shall be deemed and taken to be the receiving house, warehouse, or office of that common carrier; and any common carrier shall be liable to be sued by his name only; and no action or suit commenced to recover damages for loss or injury to any package or person, shall abate for the want of joining any co-proprietor or co-partner in the mail, stage coach, or other public conveyance by land or water for hire as aforesaid.

Every office used to be deemed a receiving house.

7. Nothing in this Ordinance contained shall extend or be construed to annul or in anywise affect any special contract between a common carrier and any other parties, for the conveyance of goods and merchandise.

Special contracts not affected.

8. Where any package has been delivered at any office aforesaid and the value and contents declared as aforesaid and the increased rate of charge paid, and those packages are lost or damaged, the party entitled to recover damages in respect of the loss or damage shall also be entitled to recover the increased charges so paid as aforesaid in addition to the value of the package.

Parties entitled to damages for loss may also recover the increased charges.

9. Nothing in this Ordinance shall be deemed to protect any common carrier from liability to answer for loss or injury to any goods or articles whatsoever arising from the felonious acts of any coachman, guard, book-keeper, porter, or other servant in his employ, or to protect the coachman, guard, book-keeper, porter, or other servant from liability for any loss or injury occasioned by his own personal neglect or misconduct.

Nothing herein to protect felonious acts.

Coach  
proprietors  
and carriers  
liable only  
to damages  
proved.

10. A common carrier shall not be concluded as to the value of any package by the value so declared as aforesaid, but he or they shall in all cases be entitled to require from the party suing in respect of any loss or injury proof of the actual value of the contents by the ordinary legal evidence, and the common carrier shall be liable to those damages only which are so proved as aforesaid, not exceeding the declared value, together with the increased charges as before mentioned.

Money may  
be paid into  
court in all  
actions for  
loss of goods.

11. In all actions to be brought against any common carrier aforesaid for the loss of or injury to any goods delivered to be carried, whether their value has been declared or not, the defendant or defendants may pay money into court in the same manner and with the same effect as money may be paid into court in any other action.

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