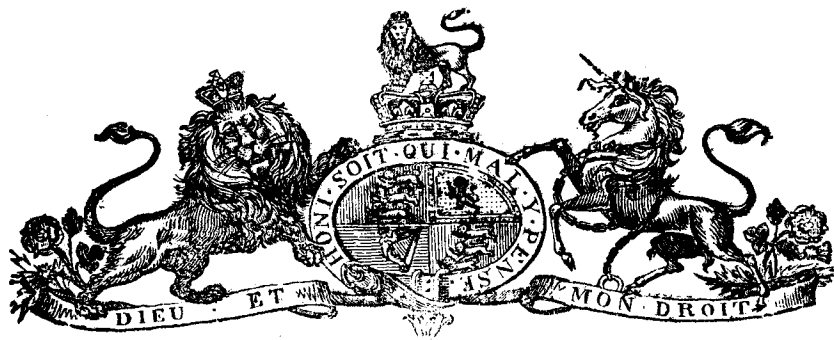


T A S M A N I A.



1874.

ANNO TRICESIMO-OCTAVO

VICTORIÆ REGINÆ,

No. 7.



AN ACT for the more effectual Protection of ^{A.D. 1874.}
Common Carriers for Hire against the Loss of
or Injury to Goods delivered to them for Con-
veyance or Custody. [18 September, 1874.]

WHEREAS it is desirable and expedient to make provision analogous PREAMBLE.
to the Law of *England* for the protection, under certain circumstances,
of Common Carriers for hire against the loss of or injury to goods
entrusted to them for conveyance or custody :

Be it therefore enacted by His Excellency the Governor of *Tasmania*,
by and with the advice and consent of the Legislative Council and
House of Assembly, in Parliament assembled, as follows :—

1 This Act may be cited as "The Common Carriers Act, 1874." Short title.

2 In this Act,— Interpretation.

"Common Carrier" includes mail contractors, stage coach pro-
prietors, railway companies, and carriers by railway or tramway:

"Office" includes warehouse, booking-office, and receiving-house :

"Railway Company" includes the Manager of the *Launceston*
and *Western* Railway, or of any other railway or tramway
constructed or carried on under the powers of any Act of
Parliament.

Common Carriers Protection.

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Carriers not to be liable for loss of certain goods above the value of £10, unless delivered as such and increased charge accepted.

3 No common carrier by land for hire shall be liable for the loss of or injury to any article or property of the description following; (that is to say,)—

Gold or silver coin of the Realm, or of any Foreign State :

Gold or silver in a manufactured or unmanufactured state; gold or silver plate, or plated articles, precious stones, jewellery, trinkets :

Watches, clocks, or time-pieces of any description :

Bills of exchange, promissory notes, and bank notes, and other securities for the payment of money, and stamps :

Maps, writings, title deeds, paintings, engravings, pictures :

Glass and china :

Silks in a 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 parcel or package which shall have been 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 such article or property contained in such parcel or package exceeds the sum of Ten Pounds, unless at the time of the delivery thereof at the office of such 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 such article or property have been declared by the person sending or delivering the same, and such increased charge as hereinafter mentioned, or engagement to pay the same, be accepted by the person receiving such parcel or package.

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

Notice of same to be affixed in offices.

4 When any parcel or package containing any article above specified is so delivered, and its value and contents declared as aforesaid, and such value exceeds the sum of Ten Pounds, it shall be lawful for such common carrier to 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 where such parcels or packages are received 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 such valuable articles; and all persons sending or delivering parcels or packages containing such valuable articles as aforesaid at such office shall be bound by such notice, without further proof of the same having come to their knowledge.

Carriers to give receipts acknowledging increased rates.

In case of neglect to give receipt or affix notice the party not entitled to benefit of Act.

5 When the value has been so declared and the increased rate of charge paid, or an engagement to pay the same has been accepted as hereinbefore mentioned, the person receiving such increased rate of charge or accepting such agreement shall, if thereto required, sign a receipt for the package or parcel acknowledging the same to have been insured, which receipt shall not be liable to any Stamp Duty; and if such receipt is not given when required, or such notice as aforesaid has not been affixed, the common carrier shall not have or be entitled to any benefit or advantage under this Act, but shall be liable and responsible as at the Common Law, and be liable to refund the increased rate of charge.

Common Carriers Protection.

- 6** From and after the First day of *November* now next ensuing, no public notice or declaration heretofore made or hereafter to be made, shall be deemed or construed to limit or in any wise affect the liability at Common Law of any public common carriers for or in respect of any articles or goods to be carried and conveyed by them; but all common carriers shall, from and after the said First day of *November*, be liable as at the Common Law to answer for the loss of or any injury to any articles and goods in respect whereof they may not be entitled to the benefit of this Act, any public notice or declaration by them made and given contrary thereto, or in otherwise limiting such liability, notwithstanding.
- 7** For the purposes of this Act—
- Every office used or appointed by any common carrier for the receipt of parcels to be conveyed as aforesaid shall be deemed and taken to be the office of such common carrier.
- Any one or more common carriers may be sued by his or their name or names only.
- No action or suit commenced to recover damages for loss of or injury to any parcel, package, or person shall abate for the want of joining any co-proprietor or co-partner in any mail, stage coach, or other public conveyance by land for hire as aforesaid.
- 8** Nothing in this Act contained shall extend or be construed to annul or in anywise affect any special contract between such common carrier and any other party for the conveyance of goods and merchandize.
- 9** Where any parcel or package has been delivered at any such office, and the value and contents declared as aforesaid, and the increased rate of charges been paid, and such parcels or packages have been lost or damaged, the party entitled to recover damages in respect of such loss or damage shall also be entitled to recover back such increased charges so paid as aforesaid, in addition to the value of such parcel or package.
- 10** Nothing in this Act shall be deemed to protect any common carrier for hire 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; nor to protect any such coachman, guard, book-keeper, porter, or other servant from liability for any loss or injury occasioned by his or their own personal neglect or misconduct.
- 11** Such common carriers for hire shall not be concluded as to the value of any such parcel or package by the value so declared as aforesaid, but 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 such common carriers shall be liable to such damages only as shall be proved as aforesaid not exceeding the declared value, together with the increased charges as before mentioned.
- 12** In all actions brought against any such common carrier for the loss of or injury to any goods delivered to be carried, whether the value of such goods has been declared or not, it shall be lawful for the defendant to 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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Publication of notices not to limit liability in respect of any other goods conveyed.

Provisions as to

office.

Suits in name of carrier.

Non-joinder.

Not to affect contracts.

Parties entitled to damages for loss may also recover back extra charges.

Nothing herein to protect felonious acts.

Carriers liable only to such damages as are proved.

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

Common Carriers Protection.

A.D. 1874.

Railway Company liable for neglect or default in carriage of goods, notwithstanding notice to the contrary.

13 Every Railway Company shall be liable for the loss of or for any injury done to any horses, cattle, or other animals, or to any articles, goods, or things in the receiving, forwarding, or delivering thereof occasioned by the neglect or default of such Company or its servants, notwithstanding any notice, condition, or declaration made and given by such Company contrary thereto, or in any wise limiting such liability; every such notice, condition, or declaration being hereby declared to be null and void; but nothing herein contained shall be construed to prevent the said Companies from making such conditions with respect to the receiving, forwarding, and delivering of any of the said animals, articles, goods, or things as shall be adjudged by the Court or Judge before whom any question relating thereto is tried to be just and reasonable.

Company not liable beyond a limited amount in certain cases, unless value declared and extra payment made.

14 No greater damages shall be recovered from such Railway Company for the loss of or for any injury done to any horses, cattle, or other animals beyond the sums hereinafter mentioned; (that is to say,)—

For any horse, Fifty pounds :

For any neat cattle, per head Fifteen pounds :

For any sheep or pigs, per head Two pounds :

unless the person sending or delivering the same to such Company shall at the time of such delivery have declared them to be respectively of higher value than as above mentioned, in which case it shall be lawful for such Company to demand and receive by way of compensation, for the increased risk and care thereby occasioned, a reasonable per-centage upon the excess of the value so declared above the respective sums so limited as aforesaid, and which shall be paid in addition to the ordinary rate of charge; and such per-centage or increased rate of charge shall be notified in manner hereinbefore prescribed, and shall be binding upon such Company in the manner hereinbefore mentioned.

Proof of value.

Proof of the value of such animals, articles, goods, and things, and the amount of the injury done thereto, shall in all cases lie upon the person claiming compensation for such loss or injury.

Special contract not binding unless signed.

No special contract between such Company and any other parties respecting the receiving, forwarding, or delivering of any animals, articles, goods, or things as aforesaid shall be binding upon or affect any such party unless the same be signed by him or by the person delivering such animals, articles, goods, or things respectively for carriage.

Nothing lastly hereinbefore contained shall alter or affect the rights, privileges, or liabilities of any such Company under this Act with respect to articles of the descriptions herein mentioned.