

Hon. Mr. Lee.

SEA CARRIAGE OF GOODS.

ANALYSIS.

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| Title. | |
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A BILL INTITULED

AN ACT relating to the Sea Carriage of Goods.

Title.

BE IT ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

5 1. (1.) This Act may be cited as the Sea Carriage of Goods Act, 1922. Short Title.

10 (2.) This Act shall come into operation on the day on which His Majesty's assent thereto is notified by the Governor-General by a Proclamation published in the *Gazette*, or on such later date (being not later than three months after the date of the Proclamation) as is specified in that behalf in the Proclamation. Commencement.

15 2. In this Act and in every bill of lading or other shipping document to which this Act relates the term "owner" shall be deemed to include any charterer to whom a ship may be demised. "Owner" to include "charterer."
Cf. 1909, No. 36, sec. 43.

20 3. If the owner of any ship transporting merchandise or property to or from any port in New Zealand exercises due diligence to make the ship in all respects seaworthy, and properly manned, equipped, and supplied, neither the ship, her owners, or agent shall become or be held responsible for damage or loss resulting from faults or errors in navigation or in the management of the ship, nor shall the ship, her owners, agent, or master be held liable for losses arising from dangers of the sea or other navigable waters, acts of God, or public enemies, or the inherent defect, quality, or vice of the thing carried, or from insufficiency of package, or seizure under legal process, or for loss resulting from any act or omission of the shipper or owner of the goods, his agent or representative, or from saving or attempting to save life or property at sea, or from any deviation in rendering such service. Owner of ship not liable for damage in certain cases.
1908, No. 178, sec. 293.

Restriction as to provisions of bills of lading, 1908, No. 178, sec. 300

4. (1.) Where any bill of lading or other shipping document contains—

(a.) Any clause, covenant, or agreement whereby the manager, agent, master, or owner of any ship, or the ship itself, shall be relieved from liability for loss or damage arising from the harmful or improper condition of the ship's hold, negligence, fault, or failure in proper loading, stowage, custody, care, or proper delivery of any and all lawful merchandise or property committed to its or their charge; or

(b.) Any covenant or agreement whereby the obligations of the owners of the ship to exercise due diligence to properly equip, man, provision, and outfit the ship, to make the hold of the ship fit and safe for the reception of cargo, and to make her seaworthy and capable of performing her intended voyage, or whereby the obligations of the master, officers, agents, or servants to carefully handle and stow her cargo, and to care for and properly deliver the same, are in any wise lessened or avoided,—

such clause, covenant, or agreement shall be null and void and of no effect, unless the Court before which any question relating thereto is tried adjudges the same to be just and reasonable.

(2.) This section shall not apply to the transportation of live animals.

Struck out.

5. (1.) Any clause written or stamped upon the face of a bill of lading or other shipping document relating to the carriage of goods purporting to describe the condition of packages or goods referred to therein shall be null and void unless the attention of the shipper has been called to the condition of such packages or goods at the time of their delivery to the ship, and the fact that attention has been so called has been noted on the receipt then given.

(2.) When any package is delivered broken or showing signs of having been tampered with or pillaged the production of *bona fide* invoices shall be sufficient *prima facie* evidence that the contents of the package were in accordance therewith, and the onus of proof to the contrary shall rest upon the shipowner.

New.

5A. (1.) Any clause written or stamped upon the face of a bill of lading or other shipping document relating to the carriage of goods, purporting to describe the condition or defect of packages or goods referred to therein, shall be null and void unless the attention of the shipper or his agent or, where there is no agent at the port of shipment known to the shipowner, then of the person delivering the packages or goods alongside the ship, has been called to the condition or defect of such packages or goods at the time of their delivery to the ship, and such condition or defect noted on the receipt then given; or where no receipt is given on any shipping document given at the ship's side on the delivery of the goods, and the fact that attention has been so called has been noted on the bill of lading or other shipping document given in respect of such packages or goods.

(2.) When any package has been acknowledged in a bill of lading or other shipping document to have been received in good or

As to condition of goods on delivery to ship.

apparent good order and condition, and is delivered in other than
 apparent good order and condition, and is found to have been
 tampered with or pillaged, the production of *bona fide* invoices shall
 be *prima facie* evidence that the contents of the package were in
 accordance therewith, unless such package is one of a number of
 packages delivered to the same consignee, in which case the
 production of such invoices as aforesaid shall only be accepted as
 such *prima facie* evidence as aforesaid if the consignee proves that
 the goods claimed to have been pillaged or not delivered were not
 contained in one or more of the other packages.

6. (1.) When any person takes or puts, or causes to be taken or
 put, on board any ship any gold, silver, *bank-notes*, diamonds,
 watches, jewels, precious stones, or passengers' luggage, he shall
 furnish to the owner or agent of the ship a list of such articles,
 with their value, and in the event of their being lost or destroyed
 the owner of the ship shall not be liable to pay a greater amount
 than such declared value.

As to carriage of
 gold, silver, or
 diamonds, &c
 Ibid., sec. 301

(2.) If the value of the articles is not declared at or before the
 time of shipment, the owner of the ship shall not, in the event of
 their loss or destruction, be liable to pay more than *fifty* pounds.

(3.) The owner of the ship may charge a special rate of freight
 for the carriage of such articles, whether they are put or taken on
 board as cargo or passengers' luggage.

7. (1.) The agents in New Zealand of any ship not registered in
 New Zealand shall be deemed to be the legal representatives of the
 master and owner of the ship after the departure of the ship from
 the port at which she was discharged for the purpose of receiving and
 paying claims for short-delivery, damage, or pillage of cargo, and the
 amount of any such claim may be recovered from such agents in any
 Court of competent jurisdiction:

Short delivery and
 pillage.
 Ibid. sec. 302

Provided that it shall be lawful for such agents, by notice in
 writing delivered to the Collector of Customs not later than twenty-
 four hours before the departure of any ship, to decline to accept any
 responsibility under this section in respect of that ship, in which
 case the master and some other person approved by the Collector
 shall, before the ship is allowed her clearance, enter into a joint and
 several bond in a sum not exceeding the value of her cargo, as shown
 by the ship's papers, for the payment of any sum which, together
 with costs, may be recovered against the agents of such ship.

(2.) No proceedings for the recovery of any claim under this
 section shall be taken unless notice of the claim is given to the
 agents not later than *fourteen* days after the delivery of the cargo in
 respect of which the claim is made.

8. Every bill of lading or other shipping document relating to
 the carriage of goods issued by the manager, agent, master, or owner
 of a ship, and signed by any person purporting to be authorized to
 sign the same, shall be binding on the master and the owner of the
 ship as if the bill of lading or other document had been signed by
 the master.

Bill of lading to be
 binding if signed by
 authorized person.
 1908, No. 178,
 sec. 303

9. (1.) All parties to any bill of lading or other shipping
 document relating to the carriage of goods from any place in New
 Zealand to any place outside New Zealand shall be deemed to have
 intended to contract according to the laws of New Zealand in force

Contracts for
 carriage of goods
 from New Zealand
 to be governed by
 New Zealand law.
 1911, No. 37, sec. 9.

for the time being, and any stipulation or agreement to the contrary, or purporting to oust or restrict the jurisdiction of the Courts of New Zealand in respect of that bill of lading or document, shall be null and void.

(2.) Every bill of lading or other shipping document relating to the carriage of goods from any place in New Zealand to any place outside New Zealand shall bear upon the face of it in conspicuous type a clause in the following terms or to the effect thereof:— 5

“It is agreed that this [bill of lading, or as the case may be] shall be subject to the Sea Carriage of Goods Act, 1922. 10
Every provision or exception herein which by that Act is made illegal or void when contained in bills of lading or other documents to which that Act refers is hereby cancelled and annulled as effectively as if the provisions of that Act had been set out herein as the overriding 15
and paramount conditions of carriage, and this notwithstanding anything to the contrary herein expressed or implied.”

(3.) Every owner, master, or agent who issues a *any such* bill of lading or other shipping document without complying with this 20
section shall be liable on summary conviction to a fine of *one hundred* pounds.

Repeals.

10. Sections two hundred and ninety-three, three hundred, three hundred and one, three hundred and two, and three hundred and three of the Shipping and Seamen Act, 1908, and section nine 25
of the Shipping and Seamen Amendment Act, 1911, are hereby repealed.