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**CHAPTER 147.****CARRIAGE OF GOODS BY SEA.**

**An Ordinance to Amend the Law with respect to the Carriage of Goods by Sea.** 13 of 1926.

[10TH APRIL, 1926.]

1. (1) This Ordinance may be cited as the Carriage of Goods by Sea Ordinance. Short title.

(2) Nothing in this Ordinance shall affect the operation of sections 446 to 450, both inclusive, 502, and 503 of the Act of the Imperial Parliament shortly entitled the Merchant Shipping Act, 1894, as amended by any subsequent enactment, or the operation of any other enactment for the time being in force limiting the liability of the owners of sea-going vessels. 57 & 58 Vict.,  
c. 60.

(3) The rules shall not by virtue of this Ordinance apply to any contract for the carriage of goods by sea made before the coming into operation of this Ordinance, nor to any bill of lading or similar document of title issued, whether before or after the coming into operation of this Ordinance, in pursuance of any such contract as aforesaid.

2. The rules set out in the schedule to this Ordinance shall, subject to the provisions of this Ordinance, have effect in relation to and in connection with the carriage of goods by sea in ships carrying goods from any port in the Colony to any other port whether in or outside the Colony. Application  
of rules in  
schedule.

No absolute warranty of seaworthiness.

3. There shall not be implied in any contract for the carriage of goods by sea to which the rules apply any absolute undertaking by the carrier of the goods to provide a seaworthy ship.

Reference in bills of lading to the rules.

4. Every bill of lading, or similar document of title issued in the Colony which contains or is evidence of any contract to which the rules apply shall contain an express statement that it is to have effect subject to the provisions of the said rules as applied by this Ordinance.

Modification of rule 6 of the schedule in relation to coasting trade.

5. Rule 6 of the rules shall, in relation to the carriage of goods by sea in ships carrying goods from any port in the Colony to any other port in the Colony, have effect as though the said rule referred to goods of any class instead of to particular goods and as though the proviso to the said rule were omitted.

Modification of rule 3 (3), (4) and (5) of schedule in relation to bulk cargoes.

6. Where under the custom of any trade the weight of any bulk cargo inserted in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper and the fact that the weight is so ascertained or accepted is stated in the bill of lading then, notwithstanding anything in the rules, the bill of lading shall not be deemed to be a *prima facie* evidence against the carrier of the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

## SCHEDULE.

### RULES RELATING TO BILLS OF LADING.

Interpretation.

1. In these rules the following expressions have the meanings hereby assigned to them respectively, that is to say—

(a) "carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper;

(b) "contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same;

(c) "goods" includes goods, wares, merchandises, and articles of every kind whatsoever, except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried;

(d) "ship" means any vessel used for the carriage of goods by sea;

(e) "carriage of goods" covers the period from the time when the goods are loaded on to the time when they are discharged from the ship.

2. Subject to the provisions of rule 6 of this schedule, under every contract of carriage of goods by sea the carrier, in relation to loading, handling, stowage, carriage, custody, care and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth. Risks.

3. (1) The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence— Responsibilities and liabilities.

(a) to make the ship seaworthy;

(b) properly to man, equip, and supply the ship; and

(c) to make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

(2) Subject to the provisions of rule 4 of this schedule, the carrier shall properly and carefully load, handle, stow, carry, keep, care for and discharge the goods carried.

(3) After receiving the goods into his charge, the carrier, or the master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

(a) the leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage;

(b) either the number of packages or pieces, or the quantity or weight, as the case may be, as furnished in writing by the shipper;

(c) the apparent order and condition of the goods;

Provided that no carrier, master or agent of the carrier, shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

(4) Such a bill of lading shall be *prima facie* evidence of the receipt by the carrier of the goods as therein described in accordance with sub-paragraph (3) (a), (b) and (c) of this rule.

(5) The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

(6) (a) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of