

PASSENGERS' PROTECTION

EXPLANATORY MEMORANDUM

CONTRACTS for the carriage of goods or persons are commonly subject to a number of conditions. These conditions may bind a consignor or traveller who knows nothing of them, it having been decided in *Parker v. S.E. Railway*, (1877) 2 C.P.D. 416, that the determining issue was whether the carrier had in fact given reasonable notice of the conditions. This is probably still a correct statement of the law, though some recent cases have suggested there might be some qualifications (see, for instance, *Thomson v. L.M. and S. Railway*, (1930) 1 K.B. 41, and 47 L.Q.R. at p. 459).

The object of this Bill is to negative any such condition attaching to a contract made and to be performed in New Zealand that seeks to limit (unless by statute) or exclude the liability of a carrier for loss suffered by a passenger as the result of the carrier's negligence.

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ANALYSIS

Title.	3. Condition excluding liability for
1. Short Title.	negligence not to bar action.
2. Interpretation.	4. Act to bind Crown.

A BILL INTITULED

AN ACT to protect the Rights of Passengers in relation Title.
to Damage to Themselves or their Property.

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

1. This Act may be cited as the Passengers' Short Title.
Protection Act, 1947.

2. In this Act unless the context otherwise Interpretation.
10 requires—

“Carrier” means a person with whom a pas-
senger has in New Zealand entered into a
contract for the transport of himself by land,
sea, or air from any place in New Zealand
15 to another place in New Zealand:

“Passenger” means a person who has entered
into such a contract with a carrier:

“Person” includes a body corporate and an
unincorporated society.

Condition
excluding
liability for
negligence
not to bar
action.

3. Notwithstanding anything in any other Act, any passenger who after the passing of this Act has suffered loss or damage by reason of any negligence on the part of a carrier, his servant or agents, shall be entitled to maintain an action for damages, notwithstanding any condition, express or implied, in his contract with the carrier, and notwithstanding that any ticket or other document evidencing such contract may have been signed by him, and no such condition shall be pleaded by way of defence to any such action: 5 10

Provided that nothing herein contained shall derogate from the provisions of any Act or regulation as to the amount of the liability of any carrier.

Act to bind
Crown.

4. This Act shall bind the Crown.