

20.3.2 “14. Carrier not liable in certain circumstances: Notwithstanding any of the other provisions of this Act, a carrier is not liable as such for the loss of or damage to goods occurring while he is responsible for them under a contract of carriage to the extent that he proves that the loss or damage resulted directly and without fault on his part from—

- (a) Inherent vice; or
- (b) Any breach of either of the terms implied in the contract by section 17 of this Act; or
- (c) Seizure under legal process; or
- (d) Saving or attempting to save life or property in peril.”

20.3.3 “15. Limitation of amount of carrier’s liability—(1) For the purposes of this Act,

- (a) The liability of the contracting carrier to the contracting party; and
- (b) The separate liability of any actual carrier to the contracting carrier; and
- (c) The joint liability of any actual carriers (where there are more than 1) to the contracting carrier; and
- (d) The joint and several liability of every successive carrier under a contract to which section 13 of this Act applies,—

is limited in amount in each case to the sum of \$500 for each unit of goods lost or damaged or, in the case of contract “at declared value risk”, the amount specified in the contract.

(2) The limitation of amount for the time being specified in subsection (1) of this section does not apply to—

- (a) Any liability for the loss of or damage to any goods intentionally caused by the carrier; or
- (b) Any liability arising out of the terms of the contract for damages other than for the loss of or damage to the goods; or
- (c) Any liability arising out of the terms of the contract for damages consequential upon the loss of or damage to the goods.”

20.4 Unit of goods

Section 3 of the Carriage of Goods Act 1979 in respect of a “unit of goods” provides:

“3. Meaning of “unit of goods”—(1) In this Act, unless the context otherwise requires, “unit of goods” or “unit”,

(a) In relation to bulk cargo means the customary freight unit; that is, the unit of bulk, weight, or measurement upon which the freight for that type of cargo is customarily computed or adjusted: Provided that, where the freight payable under a contract of carriage is computed or adjusted upon a specified unit of bulk, weight, or measurement, references in the Act to “unit of goods” or “unit” shall be deemed, for the purposes of the carriage of goods pursuant to that contract, to be references to that specified unit:

(b) In relation to goods contained in a container, means the container load of goods; and includes, where the container is provided by the contracting party, the container:

(d) In relation to goods loaded on a pallet, means the pallet load of goods; and includes, where the pallet is provided by the contracting party, the pallet:

(e) In relation to goods contained in a package that is not contained in a larger package or in a container, nor loaded on a pallet, means the package of goods:

(f) In relation to goods that are unitised for the purposes of carriage in any matter not referred to in any of the preceding paragraphs of this subsection, means the unit of goods as so unitised:

(g) In relation to goods (other than baggage) not referred to in any of the preceding paragraphs of this subsection, means each item of the goods:

(h) In relation to baggage, means each item of baggage.

(2) For the purpose of determining the limit of the liability of any carrier, the limit of liability prescribed by section 15 of this Act in respect of each unit of goods relates to the unit of goods as accepted for carriage by the actual carrier or, where the carriage is undertaken by more than one carrier, by the first actual carrier, whether or not that unit is subsequently packed, repacked, or unpacked, or otherwise aggregated with or segregated from any other goods, at any stage of the carriage.”

20.5 Warranty as to condition of goods

Section 17 of the Carriage of Goods Act 1979 in respect of the warranty by contracting to the condition of goods provides:

“17. Contracting party to warrant condition of goods, etc.— (1) In every contract of carriage there shall be implied on the part of the contracting party a term—

(a) That, except as disclosed in accordance with subsection (2) of this section, the goods are fit to be carried and stored in accordance with the contract in the condition and packed in the manner in which they are tendered for carriage:

(b) That, except as disclosed in accordance with subsection (2) of this section, the provisions of every other enactment (if any) that he is required to comply with relating to the consignment for carriage of the goods to be carried pursuant to the contract have been complied with.

(2) If, before the goods are accepted for carriage, the contracting party notifies the contracting carrier or the first actual carrier of any material particular that would otherwise constitute a breach of either of the terms specified in subsection (1) of this section, the carrier may refuse to carry the goods, or undertake to carry them subject to such reasonable terms and conditions as he may require having regard to the circumstances of the case.

(3) Notwithstanding anything in section 7 of this Act, the provisions of this section apply, with the necessary modifications, to contracts of carriage between contracting carriers and actual carriers, and between actual carriers, subject to any express term in the contract.”