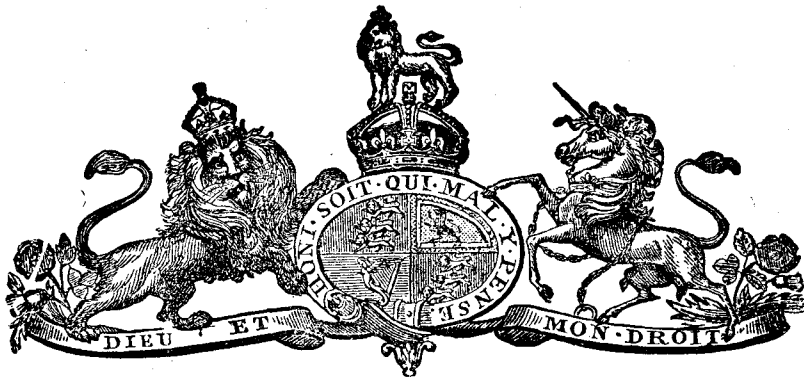


T A S M A N I A.



1918.

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GEORGII V. REGIS.

No. 7.

ANALYSIS.

- 1. Short title and commencement.
- 2. Division of Act.

PART I.—PRELIMINARY.

- 3. Interpretation.

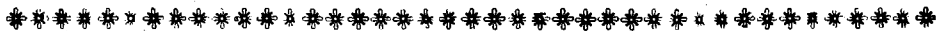
PART II.—PASSENGERS.

- 4. Interpretation.
- 5. Certain conditions prohibited in contracts for carriage of passengers by water.
- 6. Contracting out not allowed.

- 7. Construction and jurisdiction.
- 8. Owners of ships not to insert illegal conditions in contracts, or to issue tickets, &c., containing such conditions.

PART III.—GOODS.

- 9. Interpretation—"Goods."
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- 11. Certain clauses prohibited in bills of lading.
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AN ACT relating to the Water-Carriage of ^{A.D.} 1918.
 Passengers and Goods, and for other
 purposes. [25 September, 1918.]

BE it 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 Water-Carriage Act, 1918," and shall commence on the First day of January, One thousand nine hundred and nineteen. Shor title and commen ement.

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Division of Act.

2 This Act is divided into parts as follows:—

Part I.—Preliminary.

Part II.—Passengers.

Part. III.—Goods.

PART I.

PRELIMINARY.

Interpretation

3 In the construction of this Act, unless inconsistent with the context or subject-matter—

“Owner” (except in paragraph ii. of Section Eleven of this Act) includes the charterer, master, hirer, lessee, or agent of any ship:

“Part” means Part of this Act.

PART II.

PASSENGERS.

Interpretation.
Cf. Vict., No.
2672 of 1915,
Part xiv., s. 234.**4** In this Part, unless inconsistent with the context or subject-matter—

“Condition” includes any statement, notice, declaration, by-law, rule, regulation, advertisement, clause, covenant, stipulation, or agreement, relating to a contract within the meaning of this Part or affecting in any way the terms of such a contract:

“Contract” means contract made in Tasmania for the carriage of any passenger by water from one place to another in Tasmania; and includes any such contract, oral or in writing or under seal, and any token, ticket, or other evidence of such a contract:

“Ship” includes boat or vessel, or any means of conveyance or transit by water.

Certain conditions prohibited in contracts for carriage of passengers by water.
Ibid. s. 235.
Conn. 1904,
No. 14, Sec. 5.
Cf. N.Z., 1903
No. 96, Sec. 300.**5** Where any contract within the meaning of this Part contains any condition (whether express or implied therein, or incorporated therewith by notice, declaration, advertisement, or otherwise) whereby—

1. The owner of any ship, or the ship itself, is relieved from liability for loss or damage to any passenger arising from the harmful or improper condition of the ship, or arising from the negligence, fault, or failure of the owner, or the negligence, fault, or failure of his agents, officers, or servants in the management of the ship or in any matter incidental thereto: or

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ii. The obligations of the owner to exercise due diligence and to properly man, manage, equip and supply the ship, and to make and keep the same reasonably fit for the carriage of passengers are in any wise lessened, weakened, or avoided—
that condition shall be illegal, null and void, and of no effect.

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6—(1) Any agreement contrary to this Part, or purporting to lessen its effect in respect of any contract within the meaning of this Part, or the incidents or evidence thereof, shall be illegal, null and void, and of no effect.

Contracting out
not allowed.
Vic. s. 236.

(2) Any condition requiring any person to waive, and any agreement to waive compliance with this Part shall be illegal, null and void, and of no effect.

7 All parties to any contract within the meaning of this Part shall be deemed to have intended to contract according to the laws in force in Tasmania, and any stipulation or agreement to the contrary, or purporting to oust or lessen the jurisdiction of any court in respect of the contract or the incidents or evidence thereof, shall be illegal, null and void, and of no effect.

Construction and
jurisdiction.
Ibid. s. 237.
Comm. s. 6.

8—(1) The owner of a ship shall not, expressly or otherwise—

- i. Insert in, or incorporate with, any contract within the meaning of this Part, any condition declared by this Part to be illegal : or
- ii. Make, or sign, or execute any such contract, containing, incorporating, or implying any condition declared by this Part to be illegal, or sell, or supply, or issue any ticket, token, or other evidence of such a contract.

Owners of ships
not to insert
illegal conditions
in contracts, or to
issue tickets, &c.,
containing such
conditions.
Ibid. s. 238.
Comm. ss. 6 & 7.

Penalty : One hundred Pounds.

(2) All proceedings in respect of any contravention of this section shall be disposed of summarily.

PART III.

GOODS.

9 In this Part, unless inconsistent with the context or subject-matter, "goods" includes every description of wares, merchandise, and things, except live animals.

Interpretation.
"Goods."
W.A. 1909,
No. 26, s. 3.
Comm. s. 3.

10—(1) This Act shall apply only in relation to ships carrying goods from any place in Tasmania to some other place in Tasmania, and in relation to goods so carried, or received to be so carried, in those ships.

Application of
Part III.
Cf. W.A., No. 26
of 1909, Sec. 4.
Comm. 1904, No.
14, s. 4.

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(2) This Act shall not apply to any bill of lading or document made before the Thirty-first day of December, One thousand nine hundred and eighteen, in pursuance of a contract or agreement entered into before the Thirtieth day of September, One thousand nine hundred and eighteen.

Certain clauses prohibited in bills of lading. Cf. W.A. s. 5. Comm. s. 5.

11 Where any bill of lading or document contains any clause, covenant, or agreement (whether express or implied therein, or incorporated therewith by notice, declaration, advertisement, or otherwise) whereby—

- i. The owner of any ship, or the ship itself, is relieved from liability for loss or damage to goods arising from the harmful or improper condition of the ship's hold, or any other part of the ship in which goods are carried, or arising from negligence, fault, or failure in the proper loading, stowage, custody, care, or delivery of goods received by such owner to be carried in or by the ship : or
- ii. Any obligations of the owner, charterer, hirer, or lessee, of any ship to exercise due diligence, and to properly man, equip, and supply the ship, to make and to keep the ship seaworthy, and to make and keep the ship's hold, 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, are in any wise lessened, weakened, or avoided : or
- iii. The obligations of the master, officers, agents or servants of any ship to carefully handle and stow goods, and to care for, preserve, and properly deliver them, are in any wise lessened, weakened, or avoided—

that clause, covenant or agreement shall be illegal, null and void, and of no effect.

Penalties. W.A. s. 6. Comm. s. 7.

12—(1) The owner of a ship shall not, expressly or otherwise—

- i. Insert in, or incorporate with, any bill of lading or document any clause, covenant, or agreement, declared by this Part to be illegal : or
- ii. Make, sign, or execute any bill of lading or document containing, incorporating, or implying, any clause, covenant, or agreement declared by this Part to be illegal.

Penalty : One hundred Pounds.

(2) All proceedings in respect of any contravention of this section shall be disposed of summarily.

Implied clauses in bills of lading. W.A. s. 7. Comm. s. 8.

13—(1) In every bill of lading with respect to goods a warranty shall be implied that the ship shall be, at the beginning of the voyage seaworthy in all respects and properly manned, equipped, and supplied.

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(2) In every bill of lading with respect to goods, unless the contrary intention appears, a clause shall be implied whereby, if the ship is, at the beginning of the voyage, seaworthy in all respects and properly manned, equipped, and supplied, neither the ship nor her owner shall be responsible for damage to or loss of the goods resulting from—

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- i. Faults or errors in navigation : or
- ii. Perils of the sea or navigable waters : or
- iii. Acts of God or the King's enemies : or
- iv. The inherent defect, quality, or vice of the goods : or
- v. The insufficiency of package of the goods : or
- vi. The seizure of the goods under legal process : or
- vii. Any act of omission of the shipper or owner of the goods, his agent, or representative : or
- viii. Saving, or attempting to save, life or property at sea : or
- ix. Any deviation in saving, or attempting to save, life or property at sea.

The first part of the
 report is devoted to a
 description of the
 various forms of
 the disease.

1877

1877

