

THE CARRIAGE OF GOODS ACT

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SCHEDULE.

THE CARRIAGE OF GOODS ACT

[18th June, 1889.]

Cap. 52.
Acts
42 of 1969
3rd Sch.
8 of 1998
2nd Sch.

1. This Act may be cited as the Carriage of Goods Act. Short title.

PART I. *Carriage of Goods by Land*

2. In this Part "carrier" means any person or corporation engaged in the business of a common carrier of goods for hire, whether by land or by sea, from one part of the Island to another. "Carrier" defined.

3. No carrier shall be liable for the loss of or injury to any article or articles or property of the descriptions following, that is to say— Carrier exempt from liability in respect of certain articles unless value declared, and for extra charge.

Gold or silver coin of Her Majesty or of any Foreign State, or any gold or silver in a manufactured or unmanufactured state, or any precious stones, jewellery, watches, clocks, or timepieces of any description, trinkets, bills, notes of any bank or of any Foreign State, orders, notes, or securities for payment of money, stamps, maps, writings, title deeds, paintings, engravings, pictures, gold or silver plate, or plated articles, glass, china, silks, in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials, furs or lace (other than machine-made lace), or any of them, contained in any parcel or package which shall have been delivered, either to be carried for hire, or to accompany the person of any passenger in any public conveyance when the value of such article or articles or property aforesaid contained in such parcel or package shall exceed the sum of twenty dollars, unless at the time of the delivery thereof at the office, warehouse or receiving house, of such carrier, or to his, her or their bookkeeper, driver or other servant for the purpose of 42/1969
3rd Sch.

being carried or of accompanying the person of any passenger as aforesaid, the value and nature of such article or articles or property shall have been declared by the person or persons sending or delivering the same, and such increased charge as hereinafter mentioned, or an engagement to pay the same, be accepted by the person receiving such parcel or package.

Notice of extra charge for such articles if over \$20 value.

4. When any parcel or package containing any of the articles above specified shall be so sent or delivered, and its value and contents declared as aforesaid, and such value shall exceed the sum of twenty dollars, it shall be lawful for such carriers to demand and receive an increased rate of charge, to be notified by some notice affixed in legible characters in some public and conspicuous part of the office, warehouse or other receiving house, where such parcels or packages are received by them for the purpose of conveyance, stating the increased rates of charge required to be paid over and above the ordinary rate of carriage, as a compensation for the greater risk and care to be taken for the safe conveyance of such valuable articles; and all persons sending or delivering parcels or packages containing such valuable articles as aforesaid at such office shall be bound by such notice without further proof of the same having come to their knowledge.

Receipt for package sent at extra charges.

5. Provided always that when the value shall have been so declared, and the increased rate of charge paid, or an engagement to pay the same shall have been accepted as hereinbefore mentioned, the person receiving such increased rate of charge or accepting such agreement shall, if thereto required, sign a receipt for the package or parcel, acknowledging the same to have been insured, which receipt shall not be liable to any stamp duty; and if such receipt shall not be given when required, or such notice as aforesaid shall not have been affixed, the carrier shall not have or

be entitled to any benefit or advantage under this Act, but shall be liable and responsible as at the common law, and be liable to refund the increased rate of charge.

6. Provided always that, no public notice or declaration heretofore made or hereafter to be made shall be deemed or construed to limit or in anywise affect the liability at common law of any such carriers as aforesaid, for or in respect of any articles or goods to be carried and conveyed by them, but that all and every such carrier as aforesaid shall be liable, as at the common law, to answer for the loss of or any injury to any articles and goods in respect whereof they may not be entitled to the benefit of this Act, any public notice or declaration by them made and given contrary thereto, or in anywise limiting such liability, notwithstanding.

Public notice limiting liability invalid.

7. For the purposes of this Act every office, warehouse, receiving house or other place, which shall be used or appointed by any carrier as aforesaid for the receiving of parcels and packages to be conveyed as aforesaid, shall be deemed and taken to be the receiving house, warehouse or office, of such carrier.

Receiving house of carrier.

8. Nothing in this Act contained shall extend or be construed to annul, or in anywise affect, any special contract between any such carrier and any other parties for the conveyance of goods and merchandise.

Special contracts not affected.

9. Nothing in this Act shall be deemed to protect any carrier from liability to answer for loss or injury to any goods or articles whatsoever arising from the felonious acts of any driver, guard, bookkeeper, porter or other servant, in his or their employ, nor to protect any such driver, guard, bookkeeper or other servant, from liability for any loss or injury occasioned by his or their own personal neglect or misconduct.

Carrier not protected from liability for felony of his employees. 42/1969 3rd Sch.

Employees not protected from liability for their own neglect or misconduct.

Carriers only liable for actual value not exceeding declared value.

10. Such carriers as aforesaid shall not be concluded as to the value of any such parcel or package by the value as declared as aforesaid, but that he or they shall in all cases be entitled to require, from the party suing in respect of any loss or injury, proof of the actual value of the contents by the ordinary legal evidence, and that the carriers as aforesaid shall be liable to such damages only as shall be so proved as aforesaid, not exceeding the declared value.

PART II. *Carriage of Goods by Sea*

Extent of application of rules in the Schedule.

11. Subject to the provisions of this Part the rules contained in the Schedule shall have effect in relation to and in connection with the carriage of goods by sea in ships carrying goods from any port in this Island to any other port whether in or outside of this Island.

Contract not to imply absolute undertaking by carrier.

12. 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 sea-worthy ship.

Statement to be contained in bill of lading.

13. Every bill of lading or similar document of title issued in this Island 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 Act.

Effect of Article VI of rules.

14. Article VI of the rules shall, in relation to the carriage of goods by sea in ships carrying goods from any port to any other port in this Island, have effect as though the said Article referred to goods of any class instead of to particular goods and as though the proviso to the second paragraph of the said Article were omitted.

Bill of lading not guarantee of weight of article shipped.

15. 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 *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.

16. Nothing in this Part shall affect the operation of the Shipping Act or the operation of any other enactment for the time being in force limiting the liability of the owners of sea-going vessels. Saving.

Delivery of Goods and Lien for Freight

17. In this Part, unless the context otherwise requires—

Interpreta-
tion.
8/1998
2nd Sch.

“goods” includes every description of wares and merchandise;

“wharf” includes all wharves, quays, docks, and premises in or upon which goods, when landed from ships, may be lawfully placed;

“warehouse” includes all warehouses, buildings and premises in which goods, when landed from ships, may be lawfully placed;

“report” means the report required by the customs laws to be made by the master of an importing ship;

“entry” means the entry required by the customs laws to be made for the landing or discharge of goods from an importing ship;

“shipowner” includes the master of the ship and every person authorized to act as agent for the owner or entitled to receive the freight, demurrage, or to her charges payable in respect of the ship;

“owner” used in relation to goods means every person who is for the time entitled, either as owner or agent for the owner, to the possession of the goods, subject in the case of lien (if any) to that lien.

Power of shipowner to enter and land goods on default by owner of goods.
8/1998
2nd Sch.

18.—(1) Where the owner of any goods imported in any ship into Jamaica fails to make entry thereof, or, having made entry thereof, to land the same or take delivery thereof, and to proceed therewith with all convenient speed within the respective periods hereinafter mentioned, the shipowner may make entry of and land or unship the goods at the following times—

- (a) if a time for the delivery of the goods is expressed in the charter party, bill of lading, or agreement, then at any time after the time so expressed;
- (b) if no time for delivery of goods is expressed in the charter party, bill of lading, or agreement, then at any time after the expiration of seventy-two hours, exclusive of a Sunday or holiday, from the time of the report of the ship.

(2) Where a shipowner lands goods in pursuance of this section he shall place them, or cause them to be placed—

- (a) if any wharf or warehouse is named in the charter party, bill of lading, or agreement, as the wharf or warehouse where the goods are to be placed and if they can be conveniently there received, on that wharf or in that warehouse; and
- (b) in any other case on some wharf or in some warehouse on or in which goods of like nature are usually placed, being, if the goods are dutiable, a wharf or warehouse duly approved by the Commissioner of Customs for the landing of dutiable goods.

(3) If at any time before the goods are landed or unshipped the owner of the goods is ready and offers to land or take delivery of the same, he shall be allowed to do so, and his entry shall in that case be preferred to any entry which may have been made by the shipowner.

(4) If any goods are, for the purpose of convenience in assorting the same, landed at the wharf where the ship is discharged, and the owner of the goods at the time of that landing has made entry and is ready and offers to take delivery thereof, and to convey the same to some other wharf or warehouse, the goods shall be assorted at landing, and shall, if demanded, be delivered to the owner thereof within twenty-four hours after assortment; and the expense of and consequent on that landing an assortment shall be borne by the shipowner.

(5) If at any time before the goods are landed or unshipped the owner thereof has made entry for the landing and warehousing thereof at any particular wharf or warehouse other than at which the ship is discharging and has offered and been ready to take delivery thereof, and the shipowner has failed to make that delivery, and has also failed at the time of that offer to give the owner of the goods correct information of that which the goods can be delivered. then the shipowner shall, before landing or unshipping the goods, in pursuance of this section, give to the owner of the goods or of such last mentioned wharf or warehouse twenty-four hours notice in writing of his readiness to deliver the goods, and shall, if he lands or unships the same without that notice, do so at his own risk and expense.

19. If at the time when any goods are landed from any ship, and placed in the custody of any person as a wharfinger or warehouseman, the shipowner gives to the wharfinger or warehouseman notice in writing that the goods are to remain

Lien for
freight on
landing
goods.
8/1998
2nd Sch.

subject to a lien for freight or other charges payable to the shipowner to an amount mentioned in the notice, the goods so landed shall, in the hands of the wharfinger or warehouseman, continue subject to the same lien, if any, for such charges as they were subject to before the landing thereof; and the wharfinger or warehouseman receiving those goods shall retain them until the lien is discharged as hereinafter mentioned, and shall, if he fails so to do, make good to the shipowner any loss thereby occasioned to him.

Discharge
of lien
8/1998
2nd Sch.

20. The lien for freight and other charges described in section 19 shall be discharged—

- (a) upon the production to the wharfinger or warehouseman of a receipt for the amount claimed as due, and delivery to the wharfinger or warehouseman of a copy thereof or of a release of freight from the shipowner; and
- (b) upon the deposit by the owner of the goods with the wharfinger or warehouseman of a sum of money equal in amount to the sum claimed as aforesaid by the shipowner,

but in the latter case the lien shall be discharged without prejudice to any other remedy which the shipowner may have for the recovery of the freight.

Provisions
as to
deposits
by owners
of goods.
8/1998
2nd Sch.

21.—(1) When a deposit as aforesaid is made with the wharfinger or warehouseman, the person making the same may, within fifteen days after making it, give to the wharfinger or warehouseman notice in writing to retain it, stating in the notice the sums, if any, which he admits to be payable to the shipowner or, as the case may be, that he does not admit any sum to be so payable, but if no such notice is given, the wharfinger or warehouseman may, at the expiration of the fifteen days, pay the sum deposited over to the shipowner.

(2) If a notice is given as aforesaid the wharfinger or warehouseman shall immediately apprise the shipowner of it, and shall pay or tender to him out of the sum deposited the sum, if any, admitted by the notice to be payable, and shall return the balance, or, if no sum is admitted to be payable, the whole of the sum deposited, for thirty days from the date of the notice.

(3) At the expiration of those thirty days unless legal proceedings have in the meantime been instituted by the shipowner against the owner of the goods to recover that balance or sum, or otherwise for the settlement of any disputes which may have arisen between them concerning the freight or other charges as aforesaid, and notice in writing of those proceedings has been served on the wharfinger or warehouseman, the wharfinger or warehouseman shall pay the balance or sum to the owner of the goods.

(4) A wharfinger or warehouseman shall by any payment under this section be discharged from all liability in respect thereof.

22.—(1) If the lien is not discharged, and no deposit is made as aforesaid, the wharfinger or warehouseman may, and, if required by the shipowner, shall, at the expiration of ninety days from the time when the goods were placed in his custody, or, if the goods are of a perishable nature, at such earlier period as in his discretion he thinks fit, sell by public auction, either for home use or for exportation, the goods or so much thereof as may be necessary to satisfy the charges hereinafter mentioned.

Sale of
goods by
warehouse-
men.
8/1998
2nd Sch.

(2) Before making the sale the wharfinger or warehouseman shall give notice thereof by advertisement in a

daily newspaper published and circulating in Jamaica, and also, if the address of the owner of the goods has been stated on the manifest of the cargo, or on any of the documents which have come into the possession of the wharfinger or warehouseman, or is otherwise known to him, send notice of the sale to the owner of the goods by registered post.

(3) The title of *bona fide* purchaser of the goods shall not be invalidated by reason of the omission to send the notice required by this section, nor shall any such purchaser be bound to inquire whether the notice has been sent.

Application
of proceeds
of sale.
8/1998
2nd Sch.

23. The proceeds of sale shall be applied by the wharfinger or warehouseman as follows, and in the following order—

- (a) first, if the goods are sold for home use, in payment of any customs or excise duties owing in respect thereof;
- (b) in payment of the expenses of the sale;
- (c) in payment of the charges of the wharfinger or warehouseman and the shipowner according to such priority as may be determined by the terms of the agreement (if any) in that behalf between them; or, if there is no agreement—
 - (i) in payment of the rent, rates, and other charges due to the wharfinger or warehouseman in respect of the goods; and
 - (ii) in payment of the amount claimed by the shipowner as due for freight or other charges in respect of the said goods, and the surplus, if any, shall be paid to the owner of the goods.

24. Whenever any goods are placed in the custody of a wharfinger or warehouseman, under the authority of this Part, the wharfinger or warehouseman shall be entitled to rent in respect of the same, and shall also have power, at the expense of the owner of the goods, to do all such reasonable acts as in the judgment of the wharfinger or warehouseman are necessary for the proper custody and preservation of the goods, and shall have a lien on the goods for the rent and expenses.

Warehouse-
man's rent
and
expenses.
8/1998
2nd Sch.

25. Nothing in this Part shall compel any wharfinger or warehouseman to take charge of any goods which he would not have been liable to take charge of nor shall he be bound to see to the validity of any lien claimed by any shipowner under this Part.

Warehouse-
men's
protection.
8/1998
2nd Sch.

26. Nothing in this Part of this Act shall take away or abridge any powers given to any harbour authority, body corporate, or persons, whereby they are enabled to expedite the discharge of ships or the landing or delivery of goods; nor shall anything in this Part of this Act take away or diminish any rights or remedies given to the shipowner or wharfinger or warehouseman by any Act.

Saving for
power of
discharge
of ship or
delivery
of goods.
8/1998
2nd Sch.

SCHEDULE

(Section 11)

RULES RELATING TO BILLS OF LADING

ARTICLE I. *Definitions*

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, merchandise 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.

ARTICLE II. *Risks*

Subject to the provisions of Article VI, under every contract of carriage of goods by sea, the carrier, in relation to the 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.

ARTICLE III. *Responsibilities and Liabilities*

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

- (a) make the ship seaworthy;
- (b) properly man, equip and supply the ship;
- (c) 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 Article IV, 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 grounds 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 paragraph 3 (a), (b) and (c).

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, damage 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. 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 discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days, such removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading.

The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

7. After the goods are loaded the bill of lading to be issued by the carrier, master or agent of the carrier, to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this Article be deemed to constitute a "shipped" bill of lading.

8. Any clause, covenant or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with goods arising from negligence, fault or failure in the duties and obligations provided in this Article or lessening such liability otherwise than as provided in these Rules, shall be null and void and of no effect.

A benefit of insurance or similar clause shall be deemed to be a clause relieving the carrier from liability.

ARTICLE IV. *Rights and Immunities*

1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, and 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 in accordance with the provisions of paragraph 1 of Article III.

Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this section.

2. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from—

- (a) act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship;
- (b) fire, unless caused by the actual fault or privity of the carrier;
- (c) perils, dangers and accidents of the sea or other navigable waters;
- (d) act of God;
- (e) act of war;
- (f) act of public enemies;
- (g) arrest or restraint of princes, rulers or people, or seizure under legal process;

- (h) quarantine restrictions:
- (i) act or omission of the shipper or owner of the goods, his agent or representative;
- (j) strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general;
- (k) riots and civil commotions;
- (l) saving or attempting to save life or property at sea;
- (m) wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods;
- (n) insufficiency of packing;
- (o) insufficiency or inadequacy of marks;
- (p) latent defects not discoverable by due diligence;
- (q) any other cause arising without the actual fault or privity of the carrier or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

3. The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents or his servants.

4. Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of these Rules or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

5. Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with goods in an amount exceeding \$200 per package or unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading.

The declaration if embodied in the bill of lading shall be *prima facie* evidence, but shall not be binding or conclusive on the carrier.

By agreement between the carrier, master or agent of the carrier and the shipper another maximum amount than that mentioned in this paragraph may be fixed, provided that such maximum shall not be less than the figure above-named.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to or in connection with goods if the nature or value thereof has been knowingly mis-stated by the shipper in the bill of lading.

6. Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier, has not consented, with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment.

If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

ARTICLE V. *Surrender of Rights and Immunities, and Increase of Responsibilities and Liabilities*

A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and liabilities under the Rules contained in any of these Articles, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper.

The provisions of these Rules shall not be applicable to charter-parties, but if bills of lading are issued in the case of a ship under a charter-party they shall comply with the terms of these Rules. Nothing in these Rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

ARTICLE VI. *Special Conditions*

Notwithstanding the provisions of the preceding Articles, a carrier, master or agent of the carrier and a shipper shall in regard to any particular goods be at liberty to enter into any agreement in any terms, as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy, or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care and discharge of the goods carried by sea; provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect: Provided that this Article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the character or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed, are such as reasonably to justify a special agreement.

ARTICLE VII. *Limitations on the Application of the Rules*

Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to or in connection with the custody and care and handling of goods prior to the loading on and subsequent to the discharge from the ship on which the goods are carried by sea.

ARTICLE VIII. *Limitation of Liability*

The provisions of these Rules shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of sea-going vessels.