

SOUTH AUSTRALIA

**THE CARRIERS ACT 1891**

*This Act is reprinted pursuant to the Acts Republication Act 1967 and incorporates all amendments in force as at 1 January 1995.*

*It should be noted that the Act was not revised (for obsolete references, etc.) by the Commissioner of Statute Revision prior to the publication of this reprint.*

## SUMMARY OF PROVISIONS

1. Short title
2. No liability for loss of goods over \$20 value unless booked and paid for accordingly
3. Increased rate may be charged, and notice thereof given
4. Carriers to give receipts, and in default thereof or of such notice, this Act not to protect
5. No other notices to limit the liability
6. Every office to be deemed a receiving house, and one partner liable to be sued
7. Not to affect contracts
8. In case of loss extra charge to be refunded
9. Unlawful acts not to be protected
10. Declared value not to be measure of damages
11. Carrier's and forwarding agents to be liable as common carriers unless they give notice
12. Receipt of goods in good order and condition to exonerate carrier unless evidence given of damage or loss of goods
13. Act not to apply to Railway Commissioners
14. Repeal of Imperial Act in South Australia

## APPENDIX LEGISLATIVE HISTORY

# THE CARRIERS ACT 1891

being

The Carriers Act 1891 No. 525 of 1891  
[Assented to 19 December 1891]

as amended by

Criminal Law Consolidation (Felonies and Misdemeanours) Amendment Act 1994 No. 59 of 1994 [Assented to 27 October 1994]<sup>1</sup>

<sup>1</sup> Came into operation 1 January 1995: *Gaz.* 8 December 1994, p. 1942.

*NOTE:*

- *Asterisks indicate repeal or deletion of text.*
- *For the legislative history of the Act see Appendix. Entries appearing in the Appendix in bold type indicate the amendments incorporated since the last reprint.*

**An Act relating to common carriers.**

The Parliament of South Australia enacts as follows:

**Short title**

1. This Act may be cited as *The Carriers Act 1891*.

**No liability for loss of goods over \$20 value unless booked and paid for accordingly**

2. No mail contractor, stage coach proprietor, or common carrier by land for hire shall be liable for the loss of or injury to any article or articles, or property of the descriptions following (that is to say), gold or silver coin of this realm or of any part of His Majesty's dominions 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 in His Majesty's dominions or of any foreign bank, orders, notes or securities for payment of money whether foreign or otherwise, 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, 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 mail or stage coach or other 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 mail contractor, stage coach proprietor, or common carrier, or to his, her, or their bookkeeper, coachman, or other servant, for the purpose of 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 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.

**Increased rate may be charged, and notice thereof given**

3. When any parcel or package containing any of the articles above specified shall be so 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 mail contractor, stage coach proprietor, or common carrier 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 such mail contractor, stage coach proprietor, or common carrier for the purpose of conveyance, stating the increased rates of charge required to be paid over and above the ordinary rate of charge as a compensation for the greater risk and care to be taken for the safe conveyance of such valuable articles; and all persons sending to or delivering at such office, warehouse, or other receiving-house parcels or packages containing such valuable articles as aforesaid shall be bound by such notice without further proof of the same having come to their knowledge.

**Carriers to give receipts, and in default thereof or of such notice, this Act not to protect**

4. 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; and if such receipt shall not be given when required, or such notice as aforesaid shall not have been affixed, the mail contractor, stage coach proprietor, or common carrier as aforesaid 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.

**No other notices to limit the liability**

5. 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 mail contractor, stage coach proprietor, or common carrier as aforesaid for or in respect of any articles or goods sent or delivered as aforesaid; but all such mail contractors, stage coach proprietors, or common carriers 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 respectively made and given contrary thereto or in any wise limiting such liability notwithstanding.

**Every office to be deemed a receiving house, and one partner liable to be sued**

6. For the purpose of this Act every office, warehouse, or receiving-house which shall be used or appointed by any mail contractor, or stage coach proprietor, or such common carrier as aforesaid for the receiving of parcels to be conveyed as aforesaid, shall be deemed and taken to be the receiving-house, warehouse, or office of such mail contractor, stage coach proprietor, or other common carrier; and any one or more of such mail contractors, stage coach proprietors, or common carriers shall be liable to be sued by his, her, or their name or names only; and no action or suit commenced to recover damages for loss of or injury to any parcel, package, or person shall abate for the want of joining any co-proprietor or co-partner in such mail, stage coach, or other public conveyance by land for hire as aforesaid.

**Not to affect contracts**

7. Nothing in this Act contained shall extend or be construed to annul or in anywise to affect any special contract between such mail contractor, stage coach proprietor, or common carrier and any other parties for the conveyance of goods and merchandises; but no such special contract shall be binding upon or affect any such party unless the same be signed by him, or by the person sending, delivering, or bringing such goods and merchandises, as the case may be.

**In case of loss extra charge to be refunded**

8. Where any parcel or package shall have been delivered at any such office, and the value and contents declared as aforesaid, and the increased rate of charges been paid, and such parcels or packages shall have been lost or damaged, the party entitled to recover damages in respect of such loss or damage shall also be entitled to recover back such increased charges so paid as aforesaid in addition to the value of such parcel or package.

**Unlawful acts not to be protected**

9. Nothing in this Act shall be deemed to protect any mail contractor, stage coach proprietor, or common carrier for hire from liability to answer for loss of or injury to any goods or articles whatsoever arising from the unlawful acts of any coachman, guard, bookkeeper, porter, or other servant in his, her, or their employ; nor to protect any such coachman, guard, bookkeeper, porter, or other servant from liability for any loss or injury occasioned by his, her, or their own personal neglect or misconduct.

**Declared value not to be measure of damages**

10. Such mail contractors, stage coach proprietors, or common carriers for hire shall not be concluded as to the value of any such parcel or package by the value so declared as aforesaid, but shall in all cases be entitled to require from any party suing in respect of any loss or injury proof of the actual value of the contents by the ordinary legal evidence, and shall be liable to such damages only as shall be so proved as aforesaid, not exceeding the declared value, together with the increased charges as hereinbefore mentioned.

**Carrier's and forwarding agents to be liable as common carriers unless they give notice**

11. Any carrier's agent, forwarding agent, or other person undertaking for reward to deliver any goods to a carrier by land for hire for the purpose of carriage, or to procure any carrier by land for hire to carry such goods, shall be deemed to have received such goods to be carried by himself, and may be sued in like manner as if he had actually undertaken to carry such goods as a common carrier for hire, unless before or at the time at which he shall have so undertaken it shall have been expressly agreed in writing between him and the person by whom he shall be employed that he shall not be so liable, and that his liability shall cease upon his delivering such goods to any carrier, or upon his procuring a carrier to carry such goods and making the same known to the person by whom he shall have been employed, as the case may be, or upon the performance of such other conditions as shall be mutually agreed upon in writing between him and the person by whom he shall have been so employed, and unless he shall have truly entered in a book to be kept by him the name of such carrier.

**Receipt of goods in good order and condition to exonerate carrier unless evidence given of damage or loss of goods**

12. A receipt given by any person to whom any parcel or package shall have been delivered, or by his duly authorised agent (whether expressly or otherwise), acknowledging that any such parcel or package has been received in good order and condition, shall exonerate any mail contractor, stage coach proprietor, or common carrier from any liability for any damage to, or loss of, any property contained in any parcel or package in respect of which any such receipt has been given, unless some evidence shall be given to show, or from which it may reasonably be inferred, that the damage to any such property, or loss of any such property, occurred while the parcel or package containing such property was in the possession of such mail contractor, stage coach proprietor, or common carrier.

**Act not to apply to Railway Commissioners**

13. This Act shall not apply to "The South Australian Railways Commissioners".

**Repeal of Imperial Act in South Australia**

14. The Act of the Imperial Parliament, 11 George IV. and 1 William IV., chapter 68, is hereby repealed so far as it applies to South Australia.

**The Carriers Act 1891**

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**APPENDIX**

**LEGISLATIVE HISTORY**

Section 9:

amended by 59, 1994, Sched. 2