

18 GCA BUSINESS STRUCTURE & FUNCTION
CH. 62 CARRIAGE OF PROPERTY

CHAPTER 62
CARRIAGE OF PROPERTY

- Article 1. General Definitions.
- Article 2. Obligations of the Carrier.
- Article 3. Bills of Lading. [Repealed]
- Article 4. Freightage.
- Article 5. General Average.

ARTICLE 1
GENERAL DEFINITIONS

§ 62101. Freight, Consignor, etc.

Property carried is called freight; the reward, if any, to be paid for its carriage is called freightage; the person who delivers the freight to the carrier is called the consignor; and the person to whom it is to be delivered is called the consignee.

SOURCE: CC § 2110.

NOTE: No 1970 Civil Code §§ 2111-2113 existed.

ARTICLE 2
OBLIGATIONS OF A CARRIER

- § 62201. Care & Diligence Required.
- § 62202. To Obey Directions.
- § 62203. Conflict of Orders.
- § 62204. Stowage, Deviation, etc.
- § 62205. Delivery of Freight.
- § 62206. Place of Delivery.
- § 62207. Notice: Freight Undelivered.
- § 62208. Consignee Refusing Acceptance.

§ 62201. Care & Diligence Required.

A carrier of property for reward must use at least ordinary care and diligence in the performance of all his duties. A carrier without reward must use at least slight care and diligence.

SOURCE: CC § 2114.

§ 62202. To Obey Directions.

A carrier must comply with the directions of the consignor or consignee to the same extent that an employee is bound to comply with those of his employer.

SOURCE: CC § 2115.

§ 62203. Conflict of Orders.

When the directions of a consignor and consignee are conflicting, the carrier must comply with those of the consignor in respect to all matters except the delivery of the freight, as to which he must comply with the directions of the consignee, unless the consignor has specially forbidden the carrier to receive orders from the consignee inconsistent with his own.

SOURCE: CC § 2116.

§ 62204. Stowage, Deviation, etc.

A marine carrier must not stow freight upon deck during the voyage, except where it is usual to do so, nor make any improper deviation from or delay in the voyage, nor do any other unnecessary act which would avoid an insurance in the usual form upon the freight.

SOURCE: CC § 2117.

§ 62205. Delivery of Freight.

A carrier of property must deliver it to the consignee, at the place to which it is addressed, in the manner usual at that place.

SOURCE: CC § 2118.

§ 62206. Place of Delivery.

If there is no usage to the contrary at the place of delivery, freight must be delivered as follows:

1. If carried by sea from [a] foreign country, it may be delivered at the wharf where the ship moors, within a reasonable distance from the

18 GCA BUSINESS STRUCTURE & FUNCTION
CH. 62 CARRIAGE OF PROPERTY

place of address; or, if there is no wharf, on board a lighter alongside the ship; or

2. In other cases, it must be delivered to the consignee or his agent, personally, if either can, with reasonable diligence, be found.

SOURCE: CC § 2119.

§ 62207. Notice: Freight Undelivered.

If, for any reason, a carrier does not deliver freight to the consignee or his agent personally, he must give notice to the consignee on its arrival, and keep the same in safety, upon his responsibility as a warehouseman, until the consignee has had a reasonable time to remove it. If the place of residence of business of the consignee be unknown to the carrier, he may give the notice by letter dropped in the nearest post office.

SOURCE: CC § 2120.

§ 62208. Consignee Refusing Acceptance.

If a consignee does not accept and remove freight within a reasonable time after the carrier has fulfilled his obligation to deliver, or duly offered to fulfill the same, the carrier may exonerate himself from further liability by placing the freight in the custom house or in a suitable warehouse, on storage, on account of the consignee, and giving notice thereof to him.

SOURCE: CC § 2121.

NOTE: Article III, Bills of Lading, was repealed in its entirety, by P.L. 13-150:5 and replaced by appropriate parts of Title 13 of this Code (UCC).

ARTICLE 4
FREIGHTAGE

- § 62401. Freightage, when Paid.
- § 62402. Liability of Consignor.
- § 62403. Liability of Consignee.
- § 62404. Natural Increase of Freight.

18 GCA BUSINESS STRUCTURE & FUNCTION
CH. 62 CARRIAGE OF PROPERTY

- § 62405. Apportionment by Contract.
- § 62406. Freightage: Some not Delivered.
- § 62407. According to Distance.
- § 62408. Freight; Additional Compensation.
- § 62409. Carrier's Lien for Freightage.

§ 62401. Freightage, when Paid.

A carrier may require his freightage to be paid upon his receiving the freight, but if he does not demand it then, he cannot until he is ready to deliver the freight to the consignee.

SOURCE: CC § 2186.

§ 62402. Liability of Consignor.

The consignor of freight is presumed to be liable for the freightage, but if the contract between him and the carrier provides that the consignee shall pay it, and the carrier allows the consignee to take the freight, he cannot afterwards recover the freightage from the consignor.

SOURCE: CC § 2187.

§ 62403. Liability of Consignee.

The consignee of freight is liable for the freightage, if he accepts the freight with notice of the intention of the consignor that he should pay it.

SOURCE: CC § 2188.

§ 62404. Natural Increase of Freight.

No freightage can be charged upon the natural increase of freight.

SOURCE: CC § 2189.

§ 62405. Apportionment by Contract.

If freightage is apportioned by a bill of lading or other contract made between a consignor and carrier, the carrier is entitled to payment, according to the apportionment, for so much as he delivers.

SOURCE: CC § 2140.

§ 62406. Freightage: Some not Delivered.

18 GCA BUSINESS STRUCTURE & FUNCTION
CH. 62 CARRIAGE OF PROPERTY

If a part of the freight is accepted by a consignee, without a specific objection that the rest is not delivered, the freightage must be apportioned and paid as to that part, though not apportioned in the original contract.

SOURCE: CC § 2141.

§ 62407. According to Distance.

If a consignee voluntarily receives freight at a place short of the one appointed for delivery, the carrier is entitled to a just proportion of the freightage, according to distance. If the carrier, being ready and willing, offers to complete the transit, he is entitled to the full freightage. If he does not thus offer completion, and the consignee receives the freight only from necessity, the carrier is not entitled to any freightage.

SOURCE: CC § 2142.

§ 62408. Freight; Additional Compensation.

If freight is carried further, or more expeditiously, than was agreed upon by the parties, the carrier is not entitled to additional compensation, and cannot refuse to deliver it, on the demand of the consignee, at the place and time of its arrival.

SOURCE: CC § 2143.

§ 62409. Carrier's Lien for Freightage.

A carrier has a lien for freightage and for services rendered at request of shipper or consignee in and about the transportation, care, and preservation of the property, and he also has a lien for money advanced at request of shipper or consignee to discharge a prior lien. His rights to such lien are regulated by Part 2 of this Title.

SOURCE: CC § 2144.

NOTE: No 1970 Civil Code §§ 2145-2147 existed.

ARTICLE 5
GENERAL AVERAGE

§ 62501. Jettison: General Average.

§ 62502. Order of Jettison.

18 GCA BUSINESS STRUCTURE & FUNCTION
CH. 62 CARRIAGE OF PROPERTY

§ 62503. By whom Jettison Made.

§ 62504. How Loss is Borne.

§ 62505. How Loss is Justified.

§ 62506. How Values Ascertained.

§ 62507. Things Stowed on Deck.

§ 62508. Rules and Regulations for Other Emergencies.

§ 62501. Jettison: General Average.

A carrier by water may, when in case of extreme peril it is necessary for the safety of the ship or cargo, throw overboard or otherwise sacrifice, any or all of the cargo or appurtenances of the ship. Throwing property overboard for such purpose is called jettison, and the loss incurred thereby is called a general average loss.

SOURCE: CC § 2148.

§ 62502. Order of Jettison.

A jettison must begin with the most bulky and least valuable articles, so far as possible.

SOURCE: CC § 2149.

§ 62503. By whom Jettison Made.

A jettison can be made only by authority of the master of a ship, except in case of his disability, or of an overruling necessity, when it may be made by any other person.

SOURCE: CC § 2150.

§ 62504. How Loss is Borne.

The loss incurred by a jettison, when lawfully made, must be borne in due proportion by all that part of the ship appurtenances, freightage, and cargo, for the benefit of which the sacrifice was made, as well as by the owner of the thing sacrificed.

SOURCE: CC § 2151.

§ 62505. How Loss is Justified.

The proportions in which a general average loss is to be borne must be ascertained by an adjustment, in which the owner of each separate interest is to be charged with such proportion of the value of the thing lost as the value

18 GCA BUSINESS STRUCTURE & FUNCTION
CH. 62 CARRIAGE OF PROPERTY

of his part of the property affected bears to the value of the whole. But an adjustment made at the end of the voyage, if valid there, is valid everywhere.

SOURCE: CC § 2152.

§ 62506. How Values Ascertained.

In estimating values for the purpose of a general average, the ship and appurtenances must be valued as at the end of the voyage, the freightage at one-half the amount due on delivery, and the cargo as at the time and place of its discharge, adding, in each case, the amount made good by contribution.

SOURCE: CC § 2153.

§ 62507. Things Stowed on Deck.

The owner of things stowed on deck, in case of their jettison, is entitled to the benefit of a general average contribution only in case it is usual to stow such things on deck upon such a voyage.

SOURCE: CC § 2154.

§ 62508. Rules for Other Emergencies.

The rules herein stated concerning jettison are equally applicable to every other voluntary sacrifice of property on a ship, or expense necessarily incurred, for the preservation of the ship and cargo from extraordinary perils.

SOURCE: CC § 2155.

NOTE: No 1970 Civil Code §§ 2156-2167 existed.

18 GCA BUSINESS STRUCTURE & FUNCTION
CH. 62 CARRIAGE OF PROPERTY