

CHAPTER C2 - CARRIERS LAW

ARRANGEMENT OF SECTIONS

SECTION

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SCHEDULE

CARRIERS LAW

A Law to regulate the relationship of carriers and persons entrusting to them certain parcels and packages for conveyance.

[KWS 20 of 1991, No. 4 of 2006.]

[Date of commencement: 15th August, 1991]

1. Liability as a common carrier

A person shall be liable as a common carrier of goods where he holds himself out, either expressly or by a course of conduct, as willing to carry for reward, so long as he has room, the goods, of all persons who entrust such goods to him to be carried at a reasonable price.

2. Obligation to accept goods for carriage and grounds for refusal

- (1) A common carrier shall accept goods which are offered to him for carriage according to his profession unless he has lawful ground for refusal.
- (2) The grounds on which the common carrier may refuse to accept and carry goods include, but are not limited to, the following—
 - (a) if he does not hold himself out to carry the particular kind of goods offered; or
 - (6) if his operation does not extend to proposed destination; or
 - (c) where he has not been paid the full and proper price for carriage; or
 - (d) if he has no room in his vehicle; or no conveyance for carrying the goods safely; or
 - (e) if the goods are not tendered at a reasonable time; or
 - (f) if for any reason the goods cannot be reasonably carried in safety to the destination.

3. Common carrier's right to payment

When goods are offered to a common carrier for carriage, he is entitled to demand and to be paid in advance the full price of carriage, and if he accepts the goods without making such a demand, he may not sue for the freight until the carriage is completed.

4. Common carrier's duty in emergency

- (1) If, in order to preserve the goods in an emergency, the common carrier is put to expenses not contemplated by the parties when he undertook the carriage, he shall incur that expense, but may recover it from the owner.
- (2) Where goods carried by a common carrier get into such a condition that it is impossible for them to be safely carried to their destination, then if the carrier has reasonable grounds to believe that—
 - (a) a real necessity exists for the sale of the goods; and
 - (b) it is, for practical purposes, impossible to obtain instructions from the owner of the goods,he shall forthwith sell the goods and in such a case he shall not be liable for damages for breach of contract for failure to deliver the goods.

5. Common carrier's duty to deliver within a reasonable time

A common carrier is only bound to deliver the goods within a reasonable time unless otherwise expressly agreed.

6. Liability of common carrier

(1) Subject as hereinafter provided, a common carrier is absolutely responsible for the safety of goods entrusted to him for carriage except where loss or damage results from the following risks—

- (a) an act of God;
- (b) an act of war or disturbance against the State; and
- (c) inherent vice in the goods themselves.

(2) A common carrier shall use all reasonable care, skill and diligence to avoid the consequences of the excepted risks mentioned in paragraphs (a) to (c) of subsection (1).

(3) The duties and liability of a carrier begin only when he has accepted the goods for carriage.

(4) A carrier who has accepted goods for carriage shall carry them safely and deliver them safely at the agreed destination and to the right person.

(5) The liability of a common carrier as an insurer of the safety of goods ceases if the consignee is not to be found at the address given by the consignor, or if the goods are tendered to the consignee and refused by him; and thereafter the liability of the common carrier becomes that of a warehouseman to take reasonable and proper care of the goods and to adopt reasonable means of protecting them from such risks as fire and theft.

7. Limit of liability of common carrier for loss or damage in certain cases

Where any article or property of the description set out in the Schedule and contained in any parcel or package which has been delivered either to be carried for hire or to accompany a passenger in any public conveyance is lost or damaged, the common carrier shall not be liable for more than the sum of five hundred naira in respect of any such article or property unless at the time of the delivery of the parcel or package to the common carrier or his agent or servant for the purpose of being carried or of accompanying the passenger—

- (a) the value and nature of the article or property has been declared by the person sending or delivering the same; and
- (b) such increased charge as is hereinafter provided or an undertaking to pay the same is accepted by the person receiving such parcel or package; and
- (c) the person receiving the parcel or package had been afforded a reasonable opportunity of inspecting the article or property.

[Schedule.]

8. Increased charge may be demanded in certain cases

(1) When any parcel or package containing any of the articles or property specified in

the Schedule is delivered and its value and contents declared as aforesaid and such value exceeds the sum of five hundred naira, it shall be lawful for any such 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 receiving office, where such parcels or packages are received by such common carrier for the purpose of conveyance.

[Schedule.]

(2) The notice shall be written in the English language and in another Nigerian language widely spoken in the area, and shall state the increased rates of charge required to be paid over and above the ordinary rates of carriage as a compensation for the greater risk and care to be taken for the safe conveyance of such valuable articles.

(3) All persons sending or delivering parcels or packages containing such valuable articles as aforesaid at such receiving office shall be bound by such notice without further proof of the same having come to their knowledge.

9. Carriers to give receipt for increased charges

When the value has been so declared as aforesaid and the increased rate of charge paid or an undertaking to pay the same has been accepted as hereinbefore provided, the person receiving such increased rate or accepting such engagement shall, if so required, sign a receipt for the package or parcel acknowledging the same to have been insured.

10. Common carrier not protected in absence of receipt

If such receipt as aforesaid is not given when required or such notice as aforesaid is not affixed in the manner aforesaid, the common carrier shall not be entitled to any benefit or advantage under this Law but shall be liable and responsible as provided in section 6 and be liable to refund the increased rate of charge.

11. Parties entitled to damages for loss may also recover increased charge

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

12. Common carrier liable only to damages proved

A common carrier shall not be bound as to the value of any parcel or package by the value declared as aforesaid but 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 shall be liable to such damages only as shall be so proved, not exceeding the declared value, together with the increased charges as hereinbefore provided.

13. Public notice or declaration not to limit carriers liability in respect of losses from which he is not protected by this Law

Every common carrier shall be liable to answer for the loss of or any injury to any articles or goods in respect of which he is not entitled to the benefit of this Law notwithstanding any public notice or declaration given or made by him to the contrary or in any way limiting such liability.

14. Special contract not affected

Nothing in this Law shall extend or be construed to annul or in any way affect any special contract between a common carrier and any other person for the conveyance of goods and merchandise.

15. Actions not to abate for non-joinder of co-proprietor

Where two or more persons engaging in the business of a common carrier are the co-proprietors or co-partners in any public conveyance, any one or more of such persons may be sued in his or their own name or names only and no action commenced to recover damages for loss of or injury to any parcels, packages or person shall abate for the want of joining any co-proprietor or co-partner in such public conveyance.

16. Exception as to criminal acts, etc.

Nothing in this Law shall be deemed to protect any common carrier for hire from liability to answer for loss of or injury to any goods or articles whatsoever arising from the criminal acts of any servant in his employ nor to protect any such servant from liability for any loss or injury occasioned by his own personal neglect or misconduct.

17. Interpretation

In this Law—

"common carrier" means a person who exercises the public profession of carrying the goods of all persons wishing to use his services by land or water; and as regards every such common carrier, this Law shall apply to carriage by water in the same manner as it applies to carriage by land;

"**public conveyance**" means any vehicle, vessel or contraption in which passengers, parcels or packages are conveyed by a common carrier;

"receiving office" means any office, warehouse or other place which is used or appointed by a common carrier for the receiving of parcels or packages to be conveyed and, where there is no such place, includes the vehicle, vessel or contraption in which such parcels or packages are to be conveyed.

18. Citation and application

(1) This Law may be cited as the Carriers Law.

[No. 4 of 2006.]

(2) Nothing in this Law shall affect any common carrier engaged in the carriage of goods by air, railway or on waterways in respect of which the power to enact laws is conferred exclusively upon the National Assembly.

[No. 4 of 2006.]

(3) Nothing in this Law shall apply to transactions under Islamic Law or under Customary Law.

SCHEDULE

[Sections 7 and 8.]

Bills, bank notes or currency notes, and orders, notes or securities for the payment of money.

Books.

Carvings.

China.

Clothing and clothing materials.

Coins current in any country. Documents.

Electrical and electronic apparatus.

Furniture.

Glass.

Gold or silver in a manufactured or unmanufactured state.

Gold or silver plate or plated articles.

Maps.

Paintings, engravings or pictures.

Precious stones or jewellery.

Silks.

Stamps.

Trinkets.

Watches and clocks of any description.