

bill of lading, &c., the master or owner shall not be liable as carriers in any form or manner, nor be liable for any such valuable goods beyond the value and according to the character so entered. Succeeding sections limit his **725** \*liability in cases of loss, &c., by embezzlement, collision, forfeiture, or any other cause to the value of his interest in the vessel and freight then pending, unless such loss, &c., occurred with his knowledge and privity, provide for an apportionment, &c., in case of a common loss to several, &c., and that charterers who man, victual, and navigate vessels at their own expense are to be deemed owners within the Act. A similar provision to that of the 4th section of the above Statute is also made, saving all remedies against masters, officers and mariners. But the last section excepts the owners of canal-boats, lighters, (see *Morewood v. Pollock*, 1 E. & B. 743), barges, and vessels of any description whatever used in rivers or inland navigation, from the operation of the Act.<sup>2</sup>

The Act is construed to extend to vessels navigating the great Lakes, *Moore v. American Transportation Co.*, 24 How. 1; and the effect of it is that the owner is exempted from the casualty of fire, and his liability in cases of embezzlement, or loss of goods on board by the master, officers, &c., and for loss or damage from collision, and indeed for any loss occurring without his privity, is limited to an amount not exceeding the value of the vessel and freight. And it is held that the owner is not liable for misconduct of the officers and mariners in which he does not *participate personally*, though the loss be traced to negligence, *Walker v. Transportation Co. supra*. Under the second section it is enough to charge the owner, that the shipper procures a statement of the character and value of the package to be inserted in the bill of lading; the latter need not furnish a memorandum in writing in addition to that in the bill of lading; and it seems that the liability of the owner is terminated by the total destruction of the vessel and cargo, by a peril excepted in the bill of lading, before the completion of the voyage, though the owner be insured, *Wattson v. Marks*, 2 Am. Law Reg. 157. It was doubted in *Gibbs v. Potter*, 10 M. & W. 70, whether the English Stat. 26 Geo. 3, c. 86, s. 3, which is to the like effect as the Act of Congress, applied to cases of shipments made in places not subject to the British laws, but it was clearly held that the declaration of value was to be made at the place of shipment and according to the current coin of that place. Under Stat. 17 & 18 Vict. c. 104, s. 503,<sup>3</sup> the English Statute at present in force on the subject, and which requires a declaration of the true nature and value of such articles to be inserted in the bill of lading, it was held in *Williams v. African Steam Ship Co.* 1 Hurl. & N. 300, that a bill of lading describing the

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<sup>2</sup> But by the amendatory Act of 1886, ch. 421, this legislation is extended to all sea going vessels and also to all vessels used on lakes and rivers, or in inland navigation, including canal boats, barges and lighters. U. S. Comp. Stats., sec. 4289.

<sup>3</sup> The Merchants Shipping Act of 1894, (57 & 58 Vict., ch. 60, secs. 502-509), which consolidated previous enactments on the subject and which was itself amended by the Acts of 61 & 62 Vict., c. 14, and by 63 & 64 Vict., c. 32, is now in force in England.