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C A P. LXVIII.

An Act for the more effectual Protection of Mail Contractors, Stage Coach Proprietors, and other common Carriers for Hire, against the Loss of or Injury to Parcels or Packages delivered to them for Conveyance or Custody, the Value and Contents of which shall not be declared to them by the Owners thereof. [23d *July* 1830.]

WHEREAS by reason of the frequent Practice of Bankers and others of sending by the public Mails, Stage Coaches, Waggons, Vans, and other public Conveyances by Land for Hire, Parcels and Packages containing Money, Bills, Notes, Jewellery, and other Articles of great Value in small Compass, much valuable Property is rendered liable to Depredation, and the Responsibility of Mail Contractors, Stage Coach Proprietors, and common Carriers for Hire is greatly increased: And whereas through the frequent Omission by Persons sending such Parcels and Packages to notify the Value and Nature of the Contents thereof, so as to enable such Mail Contractors, Stage Coach Proprietors, and other common Carriers, by due Diligence, to protect themselves against Losses arising from their legal Responsibility, and the Difficulty of fixing Parties with Knowledge of Notices published by such Mail Contractors, Stage Coach Proprietors, and other common Carriers, with the Intent to limit such Responsibility,

they have become exposed to great and unavoidable Risks, and have thereby sustained heavy Losses: Be it therefore enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act no Mail Contractor, Stage Coach Proprietor, or other 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 Foreign State, or any Gold or Silver in a manufactured or unmanufactured State, or any Precious Stones, Jewellery, Watches, Clocks, or Time-pieces of any Description, Trinkets, Bills, Notes of the Governor and Company of the Banks of *England*, *Scotland*, and *Ireland* respectively, or of any other Bank in *Great Britain* or *Ireland*, Orders, Notes, or Securities for Payment of Money, *English* or Foreign, 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 Ten Pounds, unless at the Time of the Delivery thereof at the Office, Warehouse, or Receiving House of such Mail Contractor, Stage Coach Proprietor, or other common Carrier, or to his, her, or their Book-keeper, 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 or Persons sending or delivering the same, and such increased Charge as herein-after mentioned, or an Engagement to pay the same, be accepted by the Person receiving such Parcel or Package.

Mail Contractors, Coach Proprietors, and Carriers not to be liable for Loss of certain Goods above the Value of 10*l.*, unless delivered as such, and increased Charge accepted.

II. And be it further enacted, That 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 Ten Pounds, it shall be lawful for such Mail Contractors, Stage Coach Proprietors, and other common Carriers to demand and receive an increased Rate of Charge, to be notified by some Notice affixed in legible Character 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.

When any Parcel shall be so delivered, an increased Rate of Charge may be demanded.

Notice of the same to be affixed in Offices or Warehouses.

III. Pro-

Carriers to give Receipts, acknowledging increased Rate.

III. Provided always, and be it further enacted, 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 herein-before 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 Mail Contractor, Stage Coach Proprietor, or other 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.

In case of Neglect to give Receipt or affix Notice, the Party not to be entitled to Benefit of this Act.

Publication of Notices not to limit the Liability of Proprietors, &c., in respect of any other Goods conveyed.

IV. Provided always, and be it enacted, That from and after the First Day of *September* now next ensuing 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 Contractors, Stage Coach Proprietors, or other public common 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 Mail Contractors, Stage Coach Proprietors, and other common Carriers as aforesaid shall from and after the said First Day of *September* be liable, as at the Common Law, to answer for the Loss of 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.

Every Office used to be deemed a Receiving House;

and any One Coach Proprietor or Carrier shall be liable to be sued.

V. And be it further enacted, That for the Purposes of this Act every Office, Warehouse, or Receiving House which shall be used or appointed by any Mail Contractor or Stage Coach Proprietor or other 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 that any One or more of such Mail Contractors, Stage Coach Proprietors, or common Carrier shall be liable to be sued by his, her, or their Name or Names only; and that no Action or Suit commenced to recover Damages for Loss 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.

VI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to annul or in anywise affect any special Contract between such Mail Contractor, Stage Coach Proprietor, or common Carrier, and any other Parties, for the Conveyance of Goods and Merchandizes.

VII. Pro-

Parties entitled to Damages for Loss may also recover back extra Charges.

VII. Provided also, and be it further enacted, That 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.

Nothing herein to protect felonious Acts.

VIII. Provided also, and be it further enacted, That nothing in this Act shall be deemed to protect any Mail Contractor, Stage Coach Proprietor, or other common Carrier for Hire from Liability to answer for Loss or Injury to any Goods or Articles whatsoever arising from the felonious Acts of any Coachman, Guard, Book-keeper, Porter, or other Servant in his or their Employ, nor to protect any such Coachman, Guard, Book-keeper, or other Servant from Liability for any Loss or Injury occasioned by his or their own personal Neglect or Misconduct.

Coach Proprietors and Carriers liable only to such Damages as are proved.

IX. Provided also, and be it further enacted, That such Mail Contractors, Stage Coach Proprietors, or other 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 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 Mail Contractors, Stage Coach Proprietors, or other common Carriers as aforesaid 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 before mentioned.

Money may be paid into Court in all Actions for Loss of Goods.

X. And be it further enacted, That in all Actions to be brought against any such Mail Contractor, Stage Coach Proprietor, or other common Carrier as aforesaid, for the Loss of or Injury to any Goods delivered to be carried, whether the Value of such Goods shall have been declared or not, it shall be lawful for the Defendant or Defendants to pay Money into Court in the same Manner and with the same Effect as Money may be paid into Court in any other Action.

Public Act.

XI. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others, without being specially pleaded.

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