

## LETTER 31.

YOU tell me that you would like me to tell you shortly what are the most prominent legal points with respect to the carriage of the goods shipped to or by you. I will reply to you by telling you something of the liabilities and duties of the person who is known to lawyer as a common carrier. A common carrier is a person who undertakes for hire to transport from place to place either by land or water as his regular business the goods of such persons as think fit to employ him. A person who merely undertakes chance jobs is not a common carrier. He is bound to carry all goods provided that he has room for them, and that they are goods of a class which he undertakes to carry. A common carrier is entitled to be paid his charges beforehand, but not before he has received the goods.

A taxi-cab driver is not a common carrier, because he conveys passengers only, but if he carries luggage, it is only as incidental to carrying a passenger, but railway companies, and steamship companies are common carriers. The common carrier cannot charge any more than a reasonable remuneration. He is under much more severe liability than are other persons to whom the goods of others are entrusted. He is bound to take the utmost care of the goods whilst in his custody and is responsible for every injury sustained by them occasioned by any means whatever except only by the act of God or the King's enemies. I have already in the letter relating to your liabilities for bringing dangerous animals or things upon your premises, told you what is meant by an act of God and I need not here repeat it. He is not liable however, for damage which arises from what is known as the inherent vice of the articles carried, meaning by inherent vice a quality which is natural to the thing carried and results in damage to them, such as the rottenness of fruit shipped when over-ripe or the liability of grain to over-heat, or the