I. Introductory.

The Parliament of Canada, at its last session, enacted The Water-Carriage of Goods Act, which will have an important influence on the future relations of shipowners and shippers, in respect to goods shipped from Canadian ports. It came into force on the first of September, 1910.

The Act effects a serious change in the law, in prohibiting and declaring void certain clauses in bills of lading, in respect of shipments affected by the Act, whereby the shipowner seeks to relieve himself from liability for the negligence of himself and those for whom he is responsible. It further defines and limits the respective rights and responsibilities of both parties to the contract, in a manner not hitherto attempted in Canada.

This legislation is based on the Act of Congress of the United States, commonly known as the "Harter Act," enacted in 1893, and on a somewhat similar Act of the Parliament of the Commonwealth of Australia, enacted in 1904. In fact, the Canadian bill, which matured into the present Act, was originally drafted upon the lines of the Australian legislation, but was modified in Committee, for the alleged purpose of placing Canadian shippers in a similar position to that of their United States competitors, under the Harter Act.

Legislation of a like character has, also, been enacted in New Zealand.

Previous Canadian legislation in respect to liability of carriers by water is contained in Part XVII. of The Canada Shipping Act.[1] This part applies to goods of any kind and deals with the responsibility of the carrier therefor. It is not stated whether it extends to contracts for the carriage of goods from Canadian to foreign ports as well as to Canadian registered vessels and Canadian coasting trade, or not; but it was probably intended that this part should have general application to all contracts of carriage by water made in Canada, and it would

1. R.S.C., c. 113, ss. 961 to 996 inc.