

IX. DANGEROUS GOODS.—SECS. 13, 14.

These sections are as follows:—

13. Every one who knowingly ships goods of an inflammable or explosive nature, or of a dangerous nature, without before shipping the goods making full disclosure in writing of their nature to, and obtaining the permission in writing of, the agent, master or person in charge of the ship, is liable to a fine of one thousand dollars.

14. Goods of an inflammable or explosive nature, or of a dangerous nature, shipped without such permission from the agent, master or person in charge of the ship, may, at any time before delivery, be destroyed or rendered innocuous, by the master or person in charge of the ship, without compensation to the owner, shipper or consignee of the goods; and the person so shipping the goods shall be liable for all damages directly or indirectly arising out of such shipment.

These sections are not found in the Harter Act, but they really add nothing new of importance to the common law.

The remaining sections are:—

15. This Act shall not apply to any bill of lading or similar document of title to goods made pursuant to a contract entered into before this Act comes into force.

16. This Act shall come into force on the first day of September, one thousand nine hundred and ten.

X. ONUS OF PROOF.

It has recently been settled in the United States that the onus of proof is upon the vessel owner to show that the damage was from one of the causes from which the vessel is exempted under the Harter Act.⁵⁵ The reason given for this view is practically the same as that given for requiring express clauses in bills of lading, namely, that both the bill and the Act must be strictly construed, because the cargo owner is not on the same footing

55. *Jahn v. Folmina* (1909) 212 U.S. 354, 29 Sup. Ct. 363.