

CARRIER LIABILITY VIA ALL MODES

REGIME	HARTER ACT	C.O.G.S.A.	WARSAW	AIR CARGO	STAGGERS RAIL ACT	ICC TERMINATION ACT
MODE	WATER	WATER	INT'L AIR	DOMESTIC AIR	RAIL	MOTOR
DATE	1893	1936	1929 (U.S. 1934)	1977	1980	1995
SCOPE OF APPLICATION	To or from U.S. ports	To or from U.S. ports in foreign trade	International	Domestic	Interstate & Foreign Commerce	Interstate & Foreign Commerce
PERIOD OF APPLICATION	From acceptance through delivery	From acceptance through delivery or release	From acceptance through delivery or release	From acceptance through delivery or release	From acceptance through delivery	From acceptance through delivery
CONTRACT OF CARRIAGE	Requires bill of lading	Requires bill of lading or common carrier relationship	Air waybill required if requested	No uniform contract	Uniform Straight bill of lading	Straight bill of lading (several versions)
CARRIER OBLIGATIONS	Must use due diligence to render vessel seaworthy; Proper loading, Stowage, custody, care & proper delivery, reasonable, non discriminatory service to public	Due diligence to render vessel seaworthy before and at beginning of voyage; Reasonable care & custody of cargo; reasonable, non-discriminatory service to public	Reasonable, non-discriminatory service to public	Reasonable, non-discriminatory service to public	Reasonable, non-discriminatory service to public	Reasonable, non-discriminatory service to public
BASIS OF LIABILITY	Where unseaworthiness present - presumed fault of carrier	On proof of fault of carrier	Presumed fault of carrier, but court may exonerate wholly or partly on finding claimant negligent	"Strict Accountability" (Presumed Fault of Carrier)	Strict liability Strict Liability	Strict Liability
BURDEN OF PROOF	On carrier to disprove unseaworthiness; Otherwise on shipper	Shipper to prove fault unless seaworthiness in issue; Clean bill of lading is evidence of receipt; Carrier burden of proving seaworthiness	On carrier to prove that it took all necessary measures or that it was impossible to take such measures	On carrier	Carrier to prove that sole cause was one of bill of lading or common law exceptions	Carrier to prove that sole cause was one of bill of lading or common law exceptions
LIMITATIONS OF LIABILITY	NONE STATED "Reasonable" limitations upheld in courts	(\$500US) per "package" or higher value is declared; "customary freight unit" unless a higher value is declared; U.S. only for goods not shipped in packages	\$20.00 per kilo (\$9.07/lb.); Willful misconduct voids all limitations of liability	None by law, but see tariffs and air waybill of individual carriers; common law standard of "reasonableness" will apply	None, except released rates (including deductibles) and contract rates	None, except released rates declared value and contract rates.
EXEMPTIONS	Live animals	Live animals, and on-deck cargo except when deviation	None	None	Fresh produce, TOFC/COFC, Intrastate traffic	Agricultural commodities, cooperatives, commercial zone, air freight & intrastate traffic
DEFENSES	Upon proof of seaworthiness, errors of navigation or management, perils of the sea, act of God, act of public enemy, act of public authority, inherent vice of goods, improper packing, act or omission of shipper, deviation to save life or property at sea	*17 Defenses: Negligent navigation or management; Fire, unless carrier fault or privity; Perils of the sea; Seizures under legal process Quarantine restrictions. *Act or omission of the shipper Inherent vice of goods * Strikes & civil commotion * Latent defects not discoverable by due diligence * Any cause arising without fault of carrier, but burden of proof on carrier	*Negligent piloting or navigation;	Common law defenses and defenses in air waybill	(a) Common law defenses: *Act of God; *Act of public authority; *Act of public enemy; *Inherent vice of goods; *Act or fault of shipper; (b) Bill of lading exceptions: * Strikes, riots, impossible	(a) Common law defenses: * Act of God; * Act of public authority; * Act of public enemy; * Inherent vice of goods; * Act or fault of shipper; (b) Bill of lading exceptions: * Strikes, riots, impossible
CARGO INSURANCE	None	Bill of lading must offer opportunity to insure at full value	None	Mandatory for air freight forwarders only; Must show limits on air bill; Airlines must also show limits on air bill if cargo insurance carried	None	Minimum prescribed by DOT (\$5,000 per vehicle, \$10,000 per occurrence)