(Pub. L. 109–304, § 6(c), Oct. 6, 2006, 120 Stat. 1516.)

HISTORICAL AND REVISION NOTES

Revised Section	*Source (U.S. Code)*	*Source (Statutes at Large)*
30703	46 App.:193.	Feb. 13, 1893, ch. 105, § 4, 27 Stat. 445.

In subsection (a), the words ''On demand of a shipper'' are added because of the reference to a demand in 46 App. U.S.C. 194. The words ''transporting merchandise or property from or between ports of the United States and foreign ports'' are omitted because of section 30702(a) of the revised title. The word ''lawful'' (which modifies ''merchandise'') is omitted as unnecessary.

In subsection (b)(2), the words ''or weight'' are added for consistency with the requirement to state whether it is the carrier's or shipper's weight.

In subsection (b)(3), the word ''order'' is omitted as redundant to ''condition''. The words ''delivered to and received by . . . for transportation'' are omitted as unnecessary.

§ 30704. Loading, stowage, custody, care, and delivery

A carrier may not insert in a bill of lading or shipping document a provision avoiding its liability for loss or damage arising from negligence or fault in loading, stowage, custody, care, or proper delivery. Any such provision is void.

(Pub. L. 109–304, § 6(c), Oct. 6, 2006, 120 Stat. 1516.)

HISTORICAL AND REVISION NOTES

Revised Section	*Source (U.S. Code)*	*Source (Statutes at Large)*
30704	46 App.:190.	Feb. 13, 1893, ch. 105, § 1, 27 Stat. 445.

The words ''transporting merchandise or property from or between ports of the United States and foreign ports'' are omitted because of section 30702(a) of the revised title. The words ''may not'' are substituted for ''It shall not be lawful . . . to'', and the word ''provision'' is substituted for ''clause, covenant, or agreement'', to eliminate unnecessary words. The words ''any and all lawful'' and ''committed to its or their charge'' are omitted as unnecessary. The words ''Any such provision is void'' are substituted for ''Any and all words or clauses of such import inserted in bills of lading or shipping receipts shall be null and void and of no effect'' to eliminate unnecessary words.

§ 30705. Seaworthiness

(a) PROHIBITION.—A carrier may not insert in a bill of lading or shipping document a provision lessening or avoiding its obligation to exercise due diligence to—

(1) make the vessel seaworthy; and

(2) properly man, equip, and supply the vessel.

(b) VOIDNESS.—A provision described in subsection (a) is void.

(Pub. L. 109–304, § 6(c), Oct. 6, 2006, 120 Stat. 1516.)

HISTORICAL AND REVISION NOTES

Revised Section	*Source (U.S. Code)*	*Source (Statutes at Large)*
30705	46 App.:191.	Feb. 13, 1893, ch. 105, § 2, 27 Stat. 445.

In subsection (a), before paragraph (1), the words ''transporting merchandise or property from or between ports of the United States of America and foreign ports'' are omitted because of section 30702(a) of the revised title. The words ''may not'' are substituted for ''It shall not be lawful . . . to'', the word ''provision'' is substituted for ''covenant or agreement'', and the words ''lessening or avoiding its obligation'' are substituted for ''whereby the obligations . . . shall in any wise be lessened, weakened, or avoided'', to eliminate unnecessary words.

In paragraph (1), the words ''and capable of performing her intended voyage'' are omitted as unnecessary.

In paragraph (2), the word ''supply'' is substituted for ''provision, and outfit'' to eliminate unnecessary words.

The words ''or whereby the obligations of the master, officers, agents, or servants to carefully handle and stow her cargo and to care for and properly deliver same'' are omitted as covered by section 30704 of the revised title.

Subsection (b) is added for clarity and for consistency with section 30704 of the revised title.

§ 30706. Defenses

(a) DUE DILIGENCE.—If a carrier has exercised due diligence to make the vessel in all respects seaworthy and to properly man, equip, and supply the vessel, the carrier and the vessel are not liable for loss or damage arising from an error in the navigation or management of the vessel.

(b) OTHER DEFENSES.—A carrier and the vessel are not liable for loss or damage arising from—

(1) dangers of the sea or other navigable waters;

(2) acts of God;

(3) public enemies;

(4) seizure under legal process;

(5) inherent defect, quality, or vice of the goods;

(6) insufficiency of package;

(7) act or omission of the shipper or owner of the goods or their agent; or

(8) saving or attempting to save life or property at sea, including a deviation in rendering such a service.

(Pub. L. 109–304, § 6(c), Oct. 6, 2006, 120 Stat. 1517.)

HISTORICAL AND REVISION NOTES

Revised Section	*Source (U.S. Code)*	*Source (Statutes at Large)*
30706	46 App.:192.	Feb. 13, 1893, ch. 105, § 3, 27 Stat. 445.

This section is restated as two subsections to clarify that the exercise of due diligence in making the vessel seaworthy is a condition only to the defense of error in navigation or management restated in subsection (a). See *May v. Hamburg-Amerikanische Packetfahrt Aktiengesellschaft (The Isis)*, 290 U.S. 333, 353 (1933). The words ''transporting merchandise or property to or from any port in the United States of America'' are omitted because of section 30702(a) of the revised title.

§ 30707. Criminal penalty

(a) IN GENERAL.—A carrier that violates this chapter shall be fined under title 18.

(b) LIEN.—The amount of the fine and costs for the violation constitute a lien on the vessel engaged in the carriage. A civil action in rem to enforce the lien may be brought in the district court of the United States for any district in which the vessel is found.

(c) DISPOSITION OF FINE.—Half of the fine shall go to the person injured by the violation and half to the United States Government.