

CHAPTER 8-09 COMMON CARRIERS OF PROPERTY

8-09-01. Inland carrier's liability - Exception.

Unless the consignor accompanies the freight and retains exclusive control thereof, an inland common carrier of property is liable from the time that the common carrier accepts until that common carrier is relieved from liability pursuant to sections 8-03-05, 8-03-06, 8-03-07, and 8-03-08 for the loss or injury thereof from any cause whatever, except from:

1. An inherent defect, vice, or weakness, or spontaneous action of the property itself;
2. The act of a public enemy of the United States or of this state;
3. The act of the law; or
4. Any irresistible superhuman cause.

8-09-02. When exceptions do not apply.

A common carrier is liable even in the cases excepted by section 8-09-01 if the common carrier's negligence exposes the property to the cause of the loss.

8-09-03. Liability for delay.

A common carrier is liable for delay only when it is caused by the common carrier's want of ordinary care and diligence.

8-09-04. Valuables must be declared.

A common carrier of gold, silver, platinum, or precious stones, or of imitations thereof, in a manufactured or unmanufactured state, of timepieces of any description, of negotiable paper or other valuable writings, or of pictures, glass, or chinaware, is not liable for more than fifty dollars upon the loss or injury of any one package of such articles, unless the common carrier has notice upon the common carrier's receipt thereof by mark upon the package or otherwise of the nature of the freight.

8-09-05. Delivery of freight beyond usual route - Carrier exonerated.

If a common carrier accepts freight for a place beyond the common carrier's usual route, the common carrier, unless the common carrier stipulates otherwise, shall deliver it at the end of the common carrier's route in that direction to some other competent carrier carrying to the place of address or connected with those who thus carry, and the common carrier's liability ceases upon making such delivery.

8-09-06. Must prove delivery to connecting carriers.

If freight addressed to a place beyond the usual route of the common carrier who first received it is lost or injured, the common carrier, within a reasonable time after demand for proof that the loss did not occur while the goods were under the common carrier's control, shall give satisfactory proof to the consignor that the loss or injury did not occur while it was in the common carrier's charge, or the common carrier will be liable therefor.

8-09-07. Services other than carriage and delivery.

In respect to any service rendered by a common carrier about freight, other than its carriage and delivery, the common carrier's rights and obligations are defined by titles 34 and 60.

8-09-08. Carriers cannot limit common-law liability.

Whenever any property is received by any common carrier to be transported from one place to another within this state, it is unlawful for the carrier to limit in any way, except as stated in the common carrier's classification schedule, the common carrier's common-law liability with reference to such property while in the common carrier's custody as a common carrier. Such liability must include the absolute responsibility of the common carrier for the acts of the common carrier's agents in relation to such property.