

Legal Notice

DUTY OF CONSIGNEE TO ACCEPT FREIGHT EVEN THOUGH DAMAGED

The law on this subject is quite clear. The fact that the goods are damaged during transportation does not, of itself, justify the consignee in refusing to receive them. He must accept them and hold the carrier responsible for the actual damage. Where, however, the damage is such that the entire value of goods is destroyed, the consignee has the right to refuse the freight and make claim against the carrier for their value.

If the merchandise is damaged in transit, the consignee should accept delivery and take all necessary steps to minimize the loss. If the goods can be repaired for a reasonable amount, the consignee should arrange for such repairs. If the goods can be sold in damaged condition, the consignee should arrange to sell the merchandise and secure the best available price for them or repair said merchandise, if in so doing, the claim will be best minimized, prior to filing the claim with the carrier for the loss, if any.

In the event of refusal by consignee or owner of a shipment which is entirely worthless nor so materially damaged as to have no value, the carrier will handle the shipment as provided by the Bill of Lading contract and applicable laws in a manner which will best conserve the interest of all concerned. If the consignee refuses to accept damaged merchandise which can be repaired at reasonable cost, the carrier's legal liability, if any, is for the cost of repairs. In the event carrier is compelled to sell the item at auction, the owner is entitled to receive only the estimated cost of repairs plus the amount realized from auction, less expenses.

It is decidedly to the advantage of the consignee to either repair damaged merchandise, at a reasonable cost, and file claim for cost of the repairs, or to sell the merchandise "as is" at the highest price obtainable, and to file claim for the loss suffered, if any.