

suffering, or psychological injury so long as the provision does not limit such liability when the emotional distress, mental suffering, or psychological injury is—

(A) the result of physical injury to the claimant caused by the negligence or fault of a crewmember or the owner, master, manager, agent, or operator;

(B) the result of the claimant having been at actual risk of physical injury, and the risk was caused by the negligence or fault of a crewmember or the owner, master, manager, agent, or operator; or

(C) intentionally inflicted by a crewmember or the owner, master, manager, agent, or operator.

(2) SEXUAL OFFENSES.—This subsection does not limit the liability of a crewmember or the owner, master, manager, agent, or operator of a vessel in a case involving sexual harassment, sexual assault, or rape.

(Pub. L. 109-304, §6(c), Oct. 6, 2006, 120 Stat. 1514.)

HISTORICAL AND REVISION NOTES

| Revised Section | Source (U.S. Code) | Source (Statutes at Large)   |
|-----------------|--------------------|--|
| 30509 .....     | 46 App.:183c.      | R.S. § 4283B, as added June 5, 1936, ch. 521, §2, 49 Stat. 1480; Oct. 19, 1996, Pub. L. 104-324, §1129(b), 110 Stat. 3984. |

In subsection (a)(1), before subparagraph (A), the words “may not” are substituted for “It shall be unlawful” for consistency in the revised title and with other titles of the United States Code. The words “rule” and “agreement” are omitted as covered by “regulation” and “contract”, respectively. The words “a provision limiting” are substituted for “any provision or limitation (1) purporting . . . to relieve . . . , or (2) purporting . . . to lessen, weaken, or avoid” to eliminate unnecessary words. In subparagraph (A), the words “the owner’s employees or agents” are substituted for “his servants” for consistency in the revised title. In subparagraph (B), the words “on the question of liability for such loss or injury, or the measure of damages therefor” are omitted as unnecessary.

Subsection (b)(2) is substituted for 46 App. U.S.C. 183c (last sentence) for consistency and to eliminate unnecessary words.

**§ 30510. Vicarious liability for medical malpractice with regard to crew**

In a civil action by any person in which the owner or operator of a vessel or employer of a crewmember is claimed to have vicarious liability for medical malpractice with regard to a crewmember occurring at a shoreside facility, and to the extent the damages resulted from the conduct of any shoreside doctor, hospital, medical facility, or other health care provider, the owner, operator, or employer is entitled to rely on any statutory limitations of liability applicable to the doctor, hospital, medical facility, or other health care provider in the State of the United States in which the shoreside medical care was provided.

(Pub. L. 109-304, §6(c), Oct. 6, 2006, 120 Stat. 1515.)

HISTORICAL AND REVISION NOTES

| Revised Section | Source (U.S. Code) | Source (Statutes at Large)   |
|-----------------|--------------------|--|
| 30510 .....     | 46 App.:183(g).    | R.S. §4283(g); Pub. L. 104-324, §1129(a), Oct. 19, 1996, 110 Stat. 3984. |

The words “civil action” are substituted for “suit” for consistency in the revised title. The words “is entitled to rely on any statutory” are substituted for “shall be entitled to rely upon any and all statutory” to eliminate unnecessary words.

**§ 30511. Action by owner for limitation**

(a) IN GENERAL.—The owner of a vessel may bring a civil action in a district court of the United States for limitation of liability under this chapter. The action must be brought within 6 months after a claimant gives the owner written notice of a claim.

(b) CREATION OF FUND.—When the action is brought, the owner (at the owner’s option) shall—

(1) deposit with the court, for the benefit of claimants—

(A) an amount equal to the value of the owner’s interest in the vessel and pending freight, or approved security; and

(B) an amount, or approved security, that the court may fix from time to time as necessary to carry out this chapter; or

(2) transfer to a trustee appointed by the court, for the benefit of claimants—

(A) the owner’s interest in the vessel and pending freight; and

(B) an amount, or approved security, that the court may fix from time to time as necessary to carry out this chapter.

(c) CESSATION OF OTHER ACTIONS.—When an action has been brought under this section and the owner has complied with subsection (b), all claims and proceedings against the owner related to the matter in question shall cease.

(Pub. L. 109-304, §6(c), Oct. 6, 2006, 120 Stat. 1515.)

HISTORICAL AND REVISION NOTES

| Revised Section | Source (U.S. Code) | Source (Statutes at Large)                            |
|-----------------|--------------------|---|
| 30511 .....     | 46 App.:185.       | R.S. §4285; June 5, 1936, ch. 521, §3, 49 Stat. 1480. |

In subsection (a), the words “bring a civil action . . . in a district court of the United States” are substituted for “petition a district court of the United States” for consistency in the revised title and with other titles of the United States Code. See rule 2 of the Federal Rules of Civil Procedure (28 App. U.S.C.). The words “of competent jurisdiction” are omitted as unnecessary.

In subsection (b), the word “pending” before “freight” is added for consistency in the chapter. The words “to carry out this chapter” are substituted for “to carry out the provisions of section 183 of this Appendix” because of the reorganization of the source provisions.

**§ 30512. Liability as master, officer, or seaman not affected**

This chapter does not affect the liability of an individual as a master, officer, or seaman, even though the individual is also an owner of the vessel.

(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) |
|-----------------|--------------------|----------------------------|
| 30512 .....     | 46 App.:187.       | R.S. §4287.                |

This section is substituted for the source provision for consistency with the restatement of 46 App. U.S.C. 183(a) and 189 in section 30505 and to eliminate unnecessary words. The reference in the source to particular sections is extended to include the entire chapter to simplify the reference and to conform to the obvious original policy and intent of the source provision.

### CHAPTER 307—LIABILITY OF WATER CARRIERS

|        |  |
|--------|--|
| Sec.   |  |
| 30701. | Definition.                                    |
| 30702. | Application.                                   |
| 30703. | Bills of lading.                               |
| 30704. | Loading, stowage, custody, care, and delivery. |
| 30705. | Seaworthiness.                                 |
| 30706. | Defenses.                                      |
| 30707. | Criminal penalty.                              |

#### § 30701. Definition

In this chapter, the term “carrier” means the owner, manager, charterer, agent, or master of a vessel.

(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) |
|-----------------|--------------------|----------------------------|
| 30701 .....     | (no source).       |                            |

This chapter codifies the Act of February 13, 1893 (ch. 105, 27 Stat. 445) (commonly known as the Harter Act). Changes are made to simplify, clarify, and modernize the language and style, but the intent is that these changes should not result in changes in substance.

A definition of “carrier” is added based on language appearing in various provisions of the Harter Act. The definition avoids the need to repeat in various sections of this chapter the list of persons to whom the requirements and restrictions of this chapter apply, and it ensures that the list of persons is consistent in the chapter.

## CARRIAGE OF GOODS BY SEA ACT

Act Apr. 16, 1936, ch. 229, 49 Stat. 1207, as amended by Pub. L. 97-31, §12(146), Aug. 6, 1981, 95 Stat. 166, provided:

“That every bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea to or from ports of the United States, in foreign trade, shall have effect subject to the provisions of this Act.

## “TITLE I

“SECTION 1. When used in this Act—

“(a) The term ‘carrier’ includes the owner or the charterer who enters into a contract of carriage with a shipper.

“(b) The term ‘contract of carriage’ applies only to contracts of carriage covered by a bill of lading or any similar document of title, insofar as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.

“(c) The term ‘goods’ includes goods, wares, merchandise, and articles of every kind whatsoever, except live

animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.

“(d) The term ‘ship’ means any vessel used for the carriage of goods by sea.

“(e) The term ‘carriage of goods’ covers the period from the time when the goods are loaded on to the time when they are discharged from the ship.

## “RISKS

“SEC. 2. Subject to the provisions of section 6, under every contract of carriage of goods by sea, the carrier in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods, shall be subject to the responsibilities and liabilities and entitled to the rights and immunities hereinafter set forth.

## “RESPONSIBILITIES AND LIABILITIES

“SEC. 3. (1) The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to—

“(a) Make the ship seaworthy;

“(b) Properly man, equip, and supply the ship;

“(c) Make the holds, refrigerating and cooling chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage, and preservation.

“(2) The carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

“(3) After receiving the goods into his charge the carrier, or the master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

“(a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.

“(b) Either the number of packages or pieces, or the quantity or weight, as the case may be, as furnished in writing by the shipper.

“(c) The apparent order and condition of the goods: *Provided*, That no carrier, master, or agent of the carrier, shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

“(4) Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraphs (3)(a), (b), and (c), of this section: *Provided*, That nothing in this Act shall be construed as repealing or limiting the application of any part of the Act, as amended, entitled ‘An Act relating to bills of lading in interstate and foreign commerce’, approved August 29, 1916 (U.S.C., title 49, secs. 81-124), commonly known as the ‘Pomerene Bills of Lading Act’ [now chapter 801 of Title 49, Transportation].

“(5) The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him; and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

“(6) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading. If the loss or