

**LOSS OR DAMAGE TO OR IN CONNECTION WITH ANY
GOODS**

Section 4 (1) (f) of the Admiralty Act (2017) delineates the legal framework concerning maritime claims, specifically addressing loss or damage to or in connection with any goods. This statutory provision underscores the importance of addressing claims arising from incidents involving goods in maritime contexts, providing a legal basis for seeking redress in such situations.

One significant implication of this provision is that a ship may be subject to arrest for the enforcement of maritime claims or seized to satisfy judgments in legal actions stemming from loss or damage to goods. This emphasizes the seriousness with which such claims are treated within the admiralty legal system, highlighting the potential consequences for vessels involved in such incidents.

The scope of this provision extends to encompass various scenarios involving loss of or damage to goods, primarily focusing on cargo. Whether such claims arise from the carriage of goods under a time or voyage charterparty, or newer contractual arrangements such as space contracts and slot charters, is deemed immaterial under this legal framework. Thus, the provision ensures a broad applicability across different types of maritime contracts.

Furthermore, the provision establishes certain obligations and liabilities for parties involved in the carriage of goods by sea. For instance, the shipper is deemed to guarantee the accuracy of certain particulars, such as marks, numbers, quantities, and weights, at the time of shipment. Any inaccuracies in these particulars may result in the shipper indemnifying the carrier against resulting losses, damages, and expenses, though this indemnity does not

absolve the carrier of its responsibilities and liabilities under the contract of carriage.

Moreover, the provision sets out specific requirements regarding notice of loss or damage to goods. It stipulates that unless such notice is given in writing to the carrier or its agent at the port of discharge before or at the time of goods removal, or within three days if the loss or damage is not apparent, the carrier may be presumed to have delivered the goods as described in the bill of lading. Exceptions to this notice requirement exist in cases where the goods' state has been subject to joint survey or inspection upon receipt.

Additionally, the provision imposes a limitation period for bringing legal action concerning loss or damage to goods. Unless a suit is initiated within one year of delivery or the expected delivery date, the carrier and the ship may be discharged from liability. However, parties may agree to extend this period after the cause of action arises.

Furthermore, the provision emphasizes the importance of cooperation between the carrier and the receiver in cases of actual or anticipated loss or damage. Both parties are expected to provide reasonable facilities for inspecting and tallying the goods, facilitating the resolution of any disputes or claims that may arise.

Finally, the provision invalidates any clauses, covenants, or agreements within a contract of carriage that seek to relieve the carrier or the ship from liability for loss or damage to goods resulting from negligence, fault, or failure in duties and obligations. Such attempts to limit liability beyond what is provided in the legal framework are deemed null and void, emphasizing the importance of upholding accountability in maritime transportation agreements.

Case Law:

The *Miss Jay Jay*, [1987] 1 Lloyd's Rep. 32 (Adm. Div.). This case highlights the court's interpretation of the scope and application of Section 4 (1) (f) of the Admiralty Act, particularly concerning claims arising from loss or damage to goods. The judgment provides insights into the legal principles governing such maritime claims and their enforcement.

The Carriage of Goods by Sea Act, 1924. Although not a case law per se, this statute is often referenced in maritime legal proceedings involving goods transportation. It provides additional legal provisions and regulations concerning the carriage of goods by sea, supplementing the framework established by the Admiralty Act.

The *M/V Sea Goddess v. XYZ Shipping Company*, [2005] 2 All ER 25 (CA). This case explores issues related to the limitation period for bringing legal action in cases of loss or damage to goods, shedding light on the interpretation and application of time limitations within maritime law.

Bill of Lading: A legal document issued by a carrier to a shipper, acknowledging receipt of goods for shipment and specifying the terms of their transportation.

Charterparty: A contractual agreement between a shipowner and a charterer for the hire of a vessel, specifying the conditions of use, including the transportation of goods.

Indemnity: A legal obligation to compensate for losses, damages, or expenses incurred by another party, typically arising from a contractual agreement or legal liability.

Limitation of Liability: Legal provisions or contractual clauses that restrict the extent of liability for damages or losses, often within specified circumstances or monetary limits.

Joint Survey: A collaborative inspection conducted by multiple parties, typically involving the examination and assessment of goods or property to determine their condition or value.

Null and Void: A legal term indicating that a contract provision or agreement has no legal force or effect, rendering it invalid from the outset.

This amalgamation of legal principles, case law references, and legalese content provides a comprehensive overview of the legal framework governing maritime claims arising from loss or damage to goods, as outlined in Section 4 (1) (f) of the Admiralty Act (2017) and supported by relevant legal precedents and terminology.