Liability for War Damage (Miscellaneous Provisions) Act (Northern Ireland) 1939

1939 CHAPTER 36

An Act to modify certain rights and liabilities with respect to goods lost or damaged by war. [6th December 1939]

1 Liabilities in respect of bailments.

(1) Where, in the case of the bailment of any goods, whether before or after the commencement of this Act, an obligation is imposed on the bailor or bailee by the provisions (whether express or implied) of any contract or by any enactment, rule of law or custom—

(a) to insure against loss of or damage to the goods;

(b) to repair damage to the goods;

(c) to replace the goods in the event of loss;

(d) to restore the goods or deliver them up in good repair, notwithstanding such loss or damage;

(e) to continue to pay for the hire of the goods, notwithstanding such loss or damage; or

(f) to pay damages or compensation for any loss of or damage to the goods;

the obligation shall, subject to the following provisions of this section, be deemed not to extend to loss or damage by war.

(2) Nothing in this section shall relieve a bailee of any liability for loss of or damage to any goods occurring while the goods are being kept or transported in a manner or at a place which is contrary to the terms of any contract relating to the custody or transport thereof, unless the bailee satisfies the court, in any proceedings brought to enforce any such liability, that he had reasonable grounds for believing that the goods were less likely to be lost or damaged by war while being kept or transported in that manner or at that place than while being kept or transported in accordance with the terms of the contract.

(3) Nothing in this section shall relieve a bailor or bailee of any liability imposed by any contract if the liability is expressly related to war by the terms of the contract:

Provided that this sub-section shall not apply to any liability imposed on a bailee by—

[F1](a) a hire-purchase agreement or a conditional sale agreement within the meaning of the Consumer Credit Act 1974 being a consumer credit agreement as defined by that Act; or

(b) a consumer hire agreement within the meaning of that Act.]

F1 1974 c. 39

2 Liability in respect of goods on approval or sale or return.

Where, whether before or after the commencement of this Act—

(a) any goods have been delivered to any person (hereafter in this section referred to as "the buyer") on approval or on sale or return or other similar terms; and

(b) an obligation is imposed on the buyer by the terms of any contract, or by any custom, to pay the price of the goods in the event of their being lost or damaged before the property therein would otherwise have passed to the buyer;

the obligation shall be deemed not to extend to loss or damage by war:

Provided that, except in a case where the price of the goods does not exceed twenty-five pounds, this section shall not apply if the loss or damage in the event of which the buyer is liable to pay the price of the goods is expressly related to war by the terms of a contract.

3 Liability of innkeepers.

Where an innkeeper is, as such, under an obligation to make good any loss of or damage to goods, the obligation shall be deemed not to extend to loss or damage by war.

4 Liability in respect of excise duties.

(1) Where any goods have become chargeable with a duty of excise and, before the duty is paid and before the goods have left the entered or registered premises of the manufacturer, the goods are lost by war, the duty shall not be chargeable.

(2) Where any goods have become chargeable with a duty of excise and, before the duty is paid and before the goods have left the entered or registered premises of the manufacturer, the goods are damaged by war, then the goods may be abandoned to the Commissioners of Customs and Excise and thereupon the duty shall not be chargeable.

(3) The occupier of a warehouse shall not be liable to forfeit any sum, whether by way of duty or otherwise, in respect of goods deposited in his warehouse by reason that he has failed to produce the goods to any officer of Customs and Excise on request, if he proves that his failure to produce the goods was due to the fact that the goods or the warehouse have been lost or damaged by war.

5 Interpretation.

(1) In this Act the following expressions have the meanings hereby assigned to them, that is to say:—

"Goods" and "property" have the meanings respectively assigned to them by the Sale of Goods Act, 1893 ;

Definition rep. by 1974 c. 39

"Hire-purchase price" means the total sum payable by the hirer under a hire-purchase agreement in order to complete the purchase of goods to which the agreement relates, exclusive of any sum payable as a penalty or as compensation or damages for a breach of the agreement;

"Innkeeper" has the same meaning as in the Innkeepers' Liability Act, 1863 [F2];

"Loss by war" and "damage by war" mean respectively loss (including destruction) and damage caused by, or in repelling, enemy action, or by measures taken to avoid the spreading of the consequences of damage caused by, or in repelling, enemy action, and the expressions "lost by war" and "damaged by war" shall be construed accordingly.

Subs. (2) rep. by 1954 c. 33 (NI)

F2 1958 c. 32 (NI)

6 Short title.

(1) This Act may be cited as the Liability for War Damage (Miscellaneous Provisions) Act (Northern Ireland), 1939.

Subs. (2) rep. by SLR (NI) 1952

Changes to legislation:
There are currently no known outstanding effects for the Liability for War Damage (Miscellaneous Provisions) Act (Northern Ireland) 1939.