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CHAPTER 13.

 CARRIERS GENERALLY

ARTICLE 1.

 GENERAL PROVISIONS

**SECTION 58‑13‑10.** Opening or injuring package, parcel or baggage by employee of carrier shall be unlawful.

It is unlawful for any agent, servant, baggage master, or other person in the service or employment of a carrier of persons or property for hire, carelessly, negligently, or wilfully to open, break into, or injure a package, parcel, or baggage while in the custody or under the control of the common carrier.

A person violating the provisions of this section is guilty of a misdemeanor and, upon conviction, must be fined in the discretion of the court or imprisoned not more than two years, or both.

**SECTION 58‑13‑20.** Wilful or reckless injury to baggage by baggage master shall be unlawful.

Any baggage master or other person whose duty it is to handle, remove or take care of the baggage of passengers who shall wilfully or recklessly injure or destroy any trunk, valise, box, package or parcel while loading, transporting, unloading, delivering or storing it shall be punished by a fine not exceeding fifty dollars or imprisonment not exceeding thirty days.

**SECTION 58‑13‑30.** Fraudulently evading toll or fare or riding on train that does not carry passengers shall be unlawful.

Whoever fraudulently evades or attempts to evade the payment of any toll or fare, lawfully established, for the carrying of passengers, by giving a false answer to the collector of the fare, by traveling beyond the point to which fare has been paid or otherwise attempting to ride without paying the toll or fare, by riding without permission on trains that do not carry passengers or by concealing himself upon or about any train with intent to evade the payment of lawful toll or fare shall be guilty of a misdemeanor and, upon conviction thereof, shall pay a fine of not more than fifty dollars or be sentenced to imprisonment or labor on the chain gang for not more than thirty days. But when the alleged violation of law is based upon riding upon a train or car of a common carrier without permission or authority the punishment for such trespass shall not be greater than imprisonment for five days in the county jail or the payment of a fine not exceeding five dollars. In no case shall any defendant convicted of any such trespass be sentenced to service upon any chain gang in this State.

**SECTION 58‑13‑40.** Certain provisions not applicable to water carriers.

The provisions of Section 58‑13‑30 and of Articles 3, 5, 7, 9 and 13 of this Chapter, other than Sections 58‑13‑270 and 58‑13‑280 shall not apply to any common carriers by water routes.

ARTICLE 3.

 REQUIRED PROMPT SHIPMENTS

**SECTION 58‑13‑110.** Time within which common carriers must transport freight requiring prompt shipment.

Every common carrier doing business in this State shall, if notice be given it that prompt shipment is required, transport to its destination all freight received by it for transportation within this State within a reasonable time after receipt thereof, to wit: Between points not over one hundred miles apart, seventy‑two hours; between points over one hundred and not over two hundred miles apart, ninety‑six hours and between points over two hundred miles apart, one hundred and twenty hours. The nearest route by railroad shall be taken in each case as the distance between the points. When requested any such common carrier shall insert in the bill of lading the words “prompt shipment required,” which shall be conclusive evidence of such notice and each such common carrier shall extend such notice to its connecting line or be liable for the consequences of its failure to do so.

**SECTION 58‑13‑120.** Penalty for failure to transport promptly.

Any such common carrier failing to comply with the provisions of Section 58‑13‑110, except for good and sufficient cause the burden of proof of which shall be on the common carrier so failing, shall be subject, in addition to the liabilities and remedies otherwise existing for unreasonable delay in the transportation of freight, to a penalty of five dollars per day for every day of delay in excess of the time limited, to be recovered by any cosignee who may be injured in any way by such delay or by the owner or holder of the bill of lading in any court of competent jurisdiction. But the sum of the penalty recovered shall not exceed the value of the goods and transportation charges thereon.

**SECTION 58‑13‑130.** Situation in which carrier shall not be liable for delay.

If any such common carrier shall prove that no delay in violation of this chapter occurred in the transportation of such freight after receipt thereof by it, that it extended the notice that prompt shipment was required to its connecting line and that, by the exercise of due diligence, it was unable to discover the cause of delay or the name of the common carrier responsible therefor, it shall be excused from liability under this chapter.

**SECTION 58‑13‑140.** Statement as to delays shall be furnished on demand.

Any such common carrier shall, within ten days after demand in writing therefor by any consignee of delayed freight or the owner or holder of the bill of lading, furnish a statement in writing, specifying the date of its receipt of such freight, the cause of delay and the name of the common carrier responsible therefor. Any common carrier failing to furnish such statement shall forfeit to the person demanding it one dollar a day for each day in default, to be recovered in any court of competent jurisdiction.

ARTICLE 5.

 LIABILITY FOR LOSS OF OR DAMAGE TO GOODS

**SECTION 58‑13‑210.** Common carrier liable for loss of or injury to goods delivered for transportation notwithstanding public notice or declaration to contrary.

No public notice or declaration shall limit or in any way affect the liability at common law of common carrier for or in respect of any goods to be carried by them but they shall be liable, as at common law, to answer for the loss of or injury to any articles and goods delivered to them for transportation, any public notice or declaration by them made and given contrary hereto or in anywise attempting to limit such liability to the contrary notwithstanding.

**SECTION 58‑13‑220.** Carriers shall trace lost or damaged property and advise as to cause of loss or damage.

In every case of loss, damage, destruction or failure to deliver any property by a common carrier shipped over its line or any connecting line, the initial, every intermediate and the terminal carrier, upon notice of such loss, damage, destruction or failure to deliver, shall within forty days trace such property lost, damaged or destroyed and inform the person so notifying it when, where and by which carrier the property was lost, damaged or destroyed. Every carrier, failing or refusing to trace such property and inform the notifying party as above stated, within forty days after such notice, shall be liable for the full amount of the claim for loss, damage, destruction or failure to deliver, in the same manner and to the same extent as if such loss, damage, destruction or failure to deliver occurred on its line, and, in addition thereto, a penalty of fifty dollars upon each claim, to be recovered in any court of competent jurisdiction in the same action with the claim or in a separate action. The claimant shall also be entitled to recover interest on his claim from the date of filing it. If such initial, intermediate or terminal carrier upon the trial of the case shall prove that it exercised due diligence and was unable to trace the property and inform the person notifying it as above provided, it shall thereupon be excused from liability under this section. The action authorized hereunder may be commenced in any county in the State in which the carrier with which the claim is filed is engaged in business.

**SECTION 58‑13‑230.** Only one penalty recoverable on same cause.

Only one penalty shall be recoverable under the provisions of Section 58‑13‑220 upon the same cause of action.

**SECTION 58‑13‑240.** Connecting lines of common carriers defined and their liability fixed.

All common carriers for transportation, over whose lines or parts thereof any freight, baggage or other property received by another such carrier for through shipment or transportation by such carriers on a contract for through carriage recognized, acquiesced in or acted upon by such carriers, shall in this State, with respect to the undertaking and carrying out of such transportation, be considered and construed to be connecting lines and each of such carriers, including the initial recipient of such property, shall be deemed and held to be the agents of each of the others and shall be held and deemed to be under a contract with each other and with the shipper, owner and consignee of such property for the safe and speedy through transportation thereof from the point of shipment to its destination and such contract as to the shipper, owner or consignee of such property shall be deemed and held to be the contract of each of such common carriers. In any of the courts of this State any through bill of lading, way bill, receipt, check or other instrument issued by any of such carriers or other proof showing that any of them has received such freight, baggage or other property for such through shipment or transportation shall constitute prima facie evidence of the subsistence of the relations, duties and liabilities of such carriers as herein defined and prescribed, notwithstanding any stipulations or attempted stipulations to the contrary by such carriers or any of them.

**SECTION 58‑13‑250.** Liability of connecting carriers; recovery from carriers actually responsible.

For any damages for injury or damage to, or loss or delay of, any freight, baggage or other property sustained anywhere in such through transportation over connecting lines, or any of them, as defined in Section 58‑13‑240, any of such connecting carriers which the person sustaining such damages may first elect to sue in this State therefor shall be held liable to such person and such carrier so held liable to such person shall be entitled in a proper action to recover the amount of any loss, damage or injury it may be required to pay such person from the carrier through whose negligence the loss, damage or injury was sustained, together with costs of suit.

**SECTION 58‑13‑260.** Measure of damages for conversion of property by common carrier.

If any common carrier shall convert and appropriate to its own use any property of another held by it on consignment or in course of transportation, it shall be liable to the consignee or other owner of such property, not only for the value of such property, but for an additional amount, as a penalty for such conversion, equivalent to five times the value of the property so appropriated to its own use and it shall be further liable to the consignee or other owner of such property for such special damages as may have been suffered in consequence of such conversion and such punitive or exemplary damages as may be recovered in an action against such common carrier. There may be recovered in the same action, and included in the same verdict, all the amounts above provided for. But so much of this section as provides for a penalty of five times the value of the property converted shall have no application when the common carrier has converted such property in consequence of a wreck of the car in which the property being transported was contained, when the conversion was in consequence of the property being so damaged in transportation as to render it unfit for the purpose intended or when the common carrier through error delivers the property being transported to the wrong consignee.

**SECTION 58‑13‑270.** Carriers denying liability shall return papers connected with claim.

Common carriers doing business in this State with whom a claim has been filed for loss of, or damage to, freight, when the carrier denies liability, or fails to notify claimant of its disposition of claims as required by law, shall return to the claimant with the letter or statement denying liability the claim and all papers connected therewith filed by the claimant or copies thereof. The carrier may retain copies thereof, which at the time of the return of such papers the claimant may be required to admit in writing to be true copies. The claimant shall give thirty days’ notice in writing to the carrier that he demands the return of all papers filed with the claim. Any common carrier violating the provisions of this section shall forfeit and pay to the party aggrieved the sum of fifty dollars to be recovered in any court of competent jurisdiction.

**SECTION 58‑13‑280.** Other rights of claimant not affected by carrier’s failure to return papers promptly.

Nothing in Section 58‑13‑270 shall be construed to affect any other rights that the claimant may have against the carrier arising from its failure to return promptly any or all of such papers.

ARTICLE 7.

 COLLECTION AND ADJUSTMENT OF FREIGHT CHARGES

**SECTION 58‑13‑410.** Lien of carriers on goods or chattels for carrying charges; enforcement.

All persons hauling, moving, transporting or carrying goods or chattels from place to place in this State or from a point without this State into this State shall have a lien on such goods or chattels to the extent of such carrying charges as have been agreed upon or, in case no carrying charges have been agreed upon, for reasonable charges for such services. Such lien shall exist for a period of ten days after the delivery of such goods or chattels and be enforced by attachment as provided by law in cases of nonresident and absconding debtor attachments. But this lien shall not affect the rights of innocent parties, nor shall this section abridge any right or repeal any law allowing railroad carriers to collect such charges as they may be entitled to for handling or carrying freight.

**SECTION 58‑13‑420.** Notification of charges; delivery of freight on payment thereof.

Each such common carrier shall inform any consignee or consignees of the correct amount due for freight, according to such classifications and rates. And upon payment or tender of the amount due on any shipment or on any part of any shipment which has arrived at its destination, according to such classifications and rates, such common carrier shall deliver the freight in question to the consignee or consignees. Any failure or refusal to comply with the provisions hereof shall subject each carrier so failing or refusing to a penalty of fifty dollars for each such failure or refusal, to be recovered by any consignee or consignees aggrieved by suit in any court of competent jurisdiction.

**SECTION 58‑13‑430.** Settlement of freight charges by common carriers.

All common carriers doing business in this State shall settle their freight charges according to the rate stipulated in the bill of lading if the rate therein stipulated be in conformity with the classifications and rates made and filed with the Interstate Commerce Commission, in case of shipments from without this State, and with those of the Public Service Commission and the Office of Regulatory Staff, in case of shipments wholly within this State, by which classifications and rates all consignees shall in all cases be entitled to settle freight charges with such carriers.

**SECTION 58‑13‑440.** Time and place in which freight adjustments shall be made; liability of carrier.

Every claim for freight overcharged or for loss of or damage to property and baggage while in the possession of such common carrier shall be adjusted and paid within thirty days, in the case of shipments wholly within this State, and within forty days, in case of shipments from without this State, after the filing of such claim with the agent of such carrier at the point of destination of such shipment and when there is no agent at such point such claim may be filed with the agent at the nearest station to such point of destination having an agent. But no such claim shall be filed until after the arrival of the shipment, or of some part thereof, at the point of destination or until after the lapse of a reasonable time for the arrival thereof. In every case such common carrier shall be liable for the amount of such loss or damage, together with interest thereon from the date of the filing of the claim therefor until the payment thereof. Failure to adjust and pay such claim within the periods respectively herein prescribed shall subject the common carrier so failing to a penalty of fifty dollars for each and every such failure, to be recovered by any consignee aggrieved in any court of competent jurisdiction. But unless such consignee recovers in such action the full amount claimed no penalty shall be recovered, but only the actual amount of the loss or damage, with interest as aforesaid.

No common carrier shall be liable under this section for property which never came into its possession if it complies with the provisions of Section 58‑13‑220.

**SECTION 58‑13‑450.** Returns and remittances on C. O. D. shipments.

All common carriers doing business in this State and making collections on C. O. D. shipments for shippers or other persons designated by the shipper shall pay over to such shipper or person designated by such shipper the returns or moneys collected on C. O. D. shipments within fifteen days after the date of such collection from the consignee. Every carrier failing or refusing to make payment or remittance within the time stipulated above shall be liable for the full amount of the C. O. D. collection and in addition thereto a penalty of twenty‑five dollars, to be recovered in any court of competent jurisdiction, either in the same suit on the claim or in a separate action.

ARTICLE 9.

 DISPOSITION OF UNCLAIMED OR REFUSED FREIGHT

**SECTION 58‑13‑610.** Public sale of unclaimed or refused freight.

Any railroad, steamboat, express or other transportation company which shall have had unclaimed or refused freight, not perishable, in its possession for a period of sixty days in the case of unclaimed freight or thirty days in the case of refused freight, may, after having given the consignor and the consignee, when known, written notice, by United States mail or otherwise, of its intention so to do, proceed to sell such freight at public sale at such point as it may deem to the best interests of all parties concerned and out of the proceeds may retain the charges of transportation, storage and demurrage on such freight and all other lawful charges assessed against it, as well as the expenses of advertising, when it has been advertised, and sale thereof. The expenses incurred in advertising, if advertised, shall be a lien upon such freight in a ratable proportion, according to the number of articles, packages or parcels, if more than one.

**SECTION 58‑13‑620.** Perishable freight.

In case such refused or unclaimed freight shall be in its nature perishable, then in order to protect the interests of all concerned, it may be sold as soon as it can be. The proceeds of such sale shall be applied to the charges of transportation, storage and demurrage on such freight and all other lawful charges assessed against it, as well as any legitimate expense connected with the sale thereof, and the balance shall be accounted for to the rightful owner, upon satisfactory proof of ownership.

**SECTION 58‑13‑630.** Livestock.

In case such refused or unclaimed freight is livestock, then, in order to protect the interests of all concerned, it may be sold after ten days’ notice in writing to the consignor and the consignee, when known, by United States mail or otherwise. The proceeds of such sale shall be applied to the charges of transportation and demurrage and to the expenses incurred in caring for such livestock and all other lawful charges assessed against them, as well as any legitimate expense connected with the sale thereof, and the balance shall be accounted for to the rightful owner upon satisfactory proof of ownership.

**SECTION 58‑13‑640.** Records of sales; disposition of surplus.

Such railroad, steamboat, express or transportation company shall keep books of record of all such sales as aforesaid containing copies of such notices, proofs of advertisements and postings when required to be made, affidavits of sale, with the amount thereof, the total amount of charges against such freight and the amount held for the owner. Such books shall be open for inspection by the claimants at the principal office of the company and at the office where the sale was made. At any time within five years thereafter such company shall refund any surplus so retained to the owner of such freight, his heirs or assigns, on satisfactory proof of such ownership. If no person shall claim such surplus within five years it shall be paid into the State Treasury.

ARTICLE 11.

 TRANSPORTATION OF EXPLOSIVE COMPOUNDS

**SECTION 58‑13‑710.** “Explosive compound” defined.

By the words “explosive compound,” as used in this article, shall be understood gun cotton or nitroglycerine or any other compound of either thereof, and fulminate or, generally, any substance intended to be used, by exploding or igniting it, to produce a force to propel missiles or to rend apart substances, except gunpowder.

**SECTION 58‑13‑720.** Packing, marking and giving notice of explosive compound delivered for transportation.

No person shall deliver for transportation to any railroad corporation, or other person engaged in the transportation of passengers within this State or take or place upon or in any car, boat or other vehicle of any such corporation or person, with intent that it shall be carried or transported on such car, boat or other vehicle, any explosive compound unless it is packed and marked as herein provided and notice of the dangerous nature thereof is expressly given to the agent, servant or person to whom it is delivered or to the agent, servant or person having at the time the management and control of the car, boat or other vehicle in or upon which it is to be carried or transported. And any common carrier may decline to receive for transportation any such explosive compound in any manner whatever.

**SECTION 58‑13‑730.** Railroads and others transporting passengers shall not transport unmarked explosive compound.

No railroad corporation or other person engaged in the transportation of passengers within this State shall knowingly transport within the territorial limits of this State or transport into such limits, for sale, storage or use therein, any explosive compound in quantities exceeding the amounts fixed by the rules hereinafter referred to in any vehicle containing passengers, or in any vehicle attached to any railroad train or vehicle conveying passengers nor in any case, unless such explosive compound be plainly and legibly marked with the name of such compound and the words “Explosive ‑ Dangerous.” The Public Service Commission, from time to time, shall make such rules fixing the maximum amounts of various explosive compounds which may be so carried in any public vehicle, in a railroad train containing passengers or in a vehicle attached to such train. Such rules shall also define the method of packing such compounds to ensure the greatest safety and shall prescribe how they shall be carried as freight on railroads and steamboats and by common carriers generally.

**SECTION 58‑13‑740.** Penalties.

A person who knowingly violates, causes, or permits the violation of any provision of this article, or knowingly transports, causes, or permits the transportation of any explosive compound in any manner other than in conformity with the rules made by the commission, is guilty of a felony and, upon conviction, must be fined not less than fifty dollars nor more than five thousand dollars or imprisoned not more than five years.

**SECTION 58‑13‑750.** Magistrates may issue search warrants for explosive compound.

Upon complaint made under oath to a magistrate that the complainant has probable cause to believe, and does believe, that an explosive compound is had, kept or to be found in any city, town or other place within the jurisdiction of such magistrate by any railroad corporation, contrary to law, a warrant may issue directed to the sheriff of the county or his deputy or to any constable of such city or town, commanding him to enter any building, vehicle, ship or other vessel specified in the warrant and there make diligent search for and seize such explosive compound and to make return of his doings to such magistrate forthwith.

**SECTION 58‑13‑760.** Forfeiture of explosive compound after seizure.

Any explosive compound had, kept or transported contrary to the provisions of this article and seized under Section 58‑13‑750 may be adjudged forfeited after due notice and hearing and may be ordered to be destroyed in such manner as the court or magistrate may direct.

**SECTION 58‑13‑770.** Action for damages for injury caused by explosive compound.

Any person who shall suffer injury by the explosion of any explosive compound while it is being kept or transported contrary to the provisions of this article or the ordinances, rules or bylaws made in conformity thereto may recover damages for the injury thus sustained in an action against the person so violating the provisions of this article or the ordinances, rules or bylaws made in conformity therewith.

ARTICLE 13.

 SPECIAL OFFICERS AND CONSTABLES

**SECTION 58‑13‑910.** Appointment of special officers or constables for protection of common carriers.

Upon the application of the superintendent or manager of a railway or other common carrier doing business in this State, the Governor shall certify special officers or constables for the protection and safety of all property and interest of the common carrier, if the officers and constables are paid by the common carrier applying for their certification. Special officers or constables appointed pursuant to the laws of another state for protection of interstate shipments, passengers, and employees of railroad companies commissioned as railroad police officers in another state in which the common carrier operates and who meet all law enforcement training standards required in this State must be certified under the doctrine of full faith and credit with capacity in this State to enforce the laws for the protection of interstate shipments, passengers, and employees of railroad companies. The capacity may not be interpreted as a state commission but exists by virtue of the State of South Carolina under the doctrine of full faith and credit recognizing and giving full force and effect under our laws to the legal capacity created in the complying state.

**SECTION 58‑13‑920.** Term and powers, duties and responsibilities of special officers or constables.

Such special officers or constables shall have all the powers, duties and responsibilities of deputy sheriffs and other police officers, and their commissions shall continue so long as they are employed in such capacity by the railway or other common carrier. But the Governor shall revoke their commissions upon request of the superintendent or manager of the railway or other common carrier upon whose application they were appointed and the Governor may also at any time revoke such commissions for cause.

**SECTION 58‑13‑930.** Bond.

Each special officer or constable appointed under the provisions of this chapter shall be required to enter into a good and sufficient bond in the sum of five hundred dollars, conditioned for the faithful performance of his duties, such bond to be approved by the Attorney General.

**SECTION 58‑13‑940.** Liability of carrier.

Nothing herein shall limit the liability of any common carrier for any trespass or tort of such special officer or constable.