

CHAPTER 8-07

GENERAL PROVISIONS RELATING TO COMMON CARRIERS

8-07-01. Common carrier - Definition.

Everyone who offers to the public to carry persons, property, or messages is a common carrier of whatever or whomever the person offers to carry. Provided, everyone who offers to carry persons under a ridesharing arrangement, as defined in section 8-02-07, is not a common carrier of whomever the person offers to carry.

8-07-02. Must accept and carry.

A common carrier, if able, shall accept and carry whatever is offered to the common carrier, at a reasonable time and place, of a kind that the common carrier undertakes or is accustomed to carry.

8-07-03. Preference to United States and state.

A common carrier shall always give a preference in time and may give a preference in price to the United States and to this state.

8-07-04. Starting - When and where.

A common carrier shall start at such time and place as the common carrier announces to the public unless detained by accident or the elements or in order to connect with carriers on other lines of travel.

8-07-05. Rates must be reasonable - Payment refused.

A common carrier is entitled to a reasonable compensation which the common carrier may require to be paid in advance. If payment is refused, the common carrier may refuse to carry.

8-07-06. Obligations limited only by contract.

The obligation of a common carrier cannot be limited by general notice on the common carrier's part but may be limited by special contract.

8-07-07. Contracts against certain liabilities void.

A common carrier cannot be exonerated from liability for the negligence, fraud, or other wrongful act of the common carrier or the common carrier's servants by any agreement made in anticipation thereof.

8-07-08. Carrier's right to modify obligations restricted.

A passenger, consignor, or consignee, by accepting a ticket, bill of lading, or written contract for carrying with a knowledge of its terms, assents to the rate of hire, and the time, place, and manner of delivery therein stated. A person's assent to any other modification of the carrier's rights or obligations contained in such instrument can only be manifested by that person's signature to the same.