

Duties of Bailor

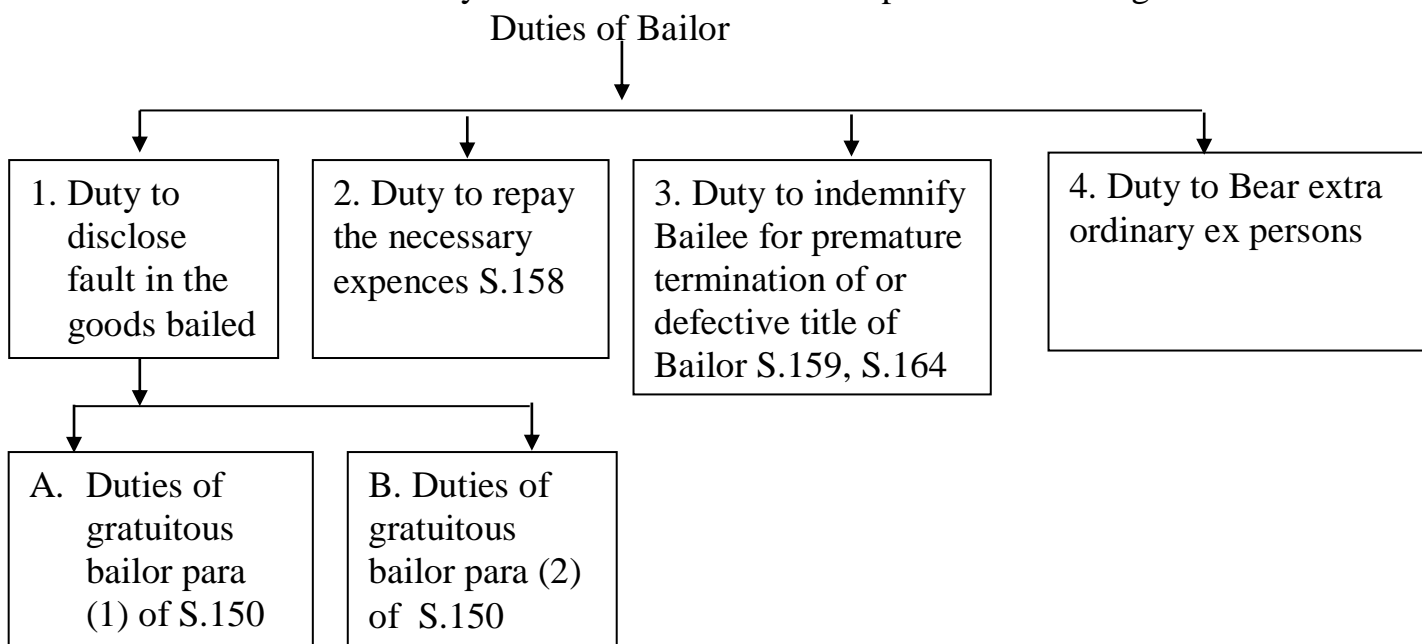
[S.150, 158 159, 164]

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Duties of Bailor

[S.150, 159, 164]

The duties of Bailor may be understand with the help of the following chart-



1. Duty to Disclose facts in goods bailed [S.150]-S.150 of the contract Act provides different duties for gratuitous bailor and non-gratuitous bailor disclose faults in the goods failed.

(A) Gratuitous bailor [Para (1) of S.150]:- Para (1) of S.150 provides that the bailor is bound to disclose to the bailee faults in the goods bailed, of which the bailor is aware, and which materially interfere with the use of them, or expose the bailee to extraordinary risks; and if he does not make such disclosure, he is responsible for damage arising to the bailee directly from such faults.

For Example:

A lends a horse, which he knows to be vicious, to B. He does not disclose the fact that the horse is vicious. The horse runs away. B is thrown and injured. A is responsible to B for damage sustained.

(B) Non-gratuitous Bailor [Para(2)S.150]:- In this bailment bailor delivers the goods to bailee for charges. Therefore his duty is greater in comparison of gratuitous bailor. A Para (2) S.150 provides that If the goods are bailed for hire, the bailor is responsible for such damage, whether he was or was not aware of the existence of such faults in the goods bailed.

For Example:

A hires a carriage of B. The carriage is unsafe, though B is not aware of it, and A is injured. B is responsible to A for the injury.

Similarly, The case of Hyman & wife v. Nyl and Sons (1881) is a best example for duties of non-gratuitous bailor. In this case the plaintiff hired from defendant horse cart with driver for specific Journey. While the plaintiff was in journey, under part of the cart was broken and cart became disbalanced and plaintiff was injured. It was held that defendant was liable to pay damage to plaintiff.

2. Duty to pay necessary expenses [S.158]- Regarding this duty of bailor S.158 provides that where, by the conditions of the bailment, the goods are to be kept or to be carried, or to have work done upon them by the bailee for the bailor, and the bailee is to receive no remuneration, the bailor shall repay to the bailee the necessary expenses incurred by him for the purpose of the bailment.

3. Duty to indemnify bailee for premature termination of Bailment or defective title of Bailor [S.159, 164]:- If bailment is gratuitous and bailor terminates bailment premature then bailor will be liable to indemnify bailee if the loss of bailee exceeds benefits derived by him As S.159 provides that the lender of a thing for use may at any time require its return, if the loan was gratuitous, even though he lent it for a specified time or purpose. But if, on the faith of such loan made for a specified time or purpose, the borrower has acted

in such a manner that the return of the thing lent before the time agreed upon would cause him loss exceeding the benefit actually derived by him from the loan, the lender must, if he compels the return, indemnify the borrower for the amount in which the loss so occasioned exceeds the benefit so derived.

4. Duty to bear extra ordinary expenses:- If any extra ordinary expenses has been incurred by the bailee of purpose of bailment. Such expenses will be borne by bailor. For example Mohan hires a taxi from Sohan to go to Muradabad. When he reaches Bareilly. Engine of the taxi stops and Mohan (bailee) has to expend 10,000 as a repairing charge in this case repairing charge will be borne by Sohan (Bailee).