

§ 80109. Liens under negotiable bills

A common carrier issuing a negotiable bill of lading has a lien on the goods covered by the bill for—

- (1) charges for storage, transportation, and delivery (including demurrage and terminal charges), and expenses necessary to preserve the goods or incidental to transporting the goods after the date of the bill; and
- (2) other charges for which the bill expressly specifies a lien is claimed to the extent the charges are allowed by law and the agreement between the consignor and carrier.

(Pub. L. 103-272, §1(e), July 5, 1994, 108 Stat. 1349.)

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
80109	49 App.:105.	Aug. 29, 1916, ch. 415, §25, 39 Stat. 542.

In this section, before clause (1), the word “If” is omitted as surplus. The words “covered by the bill” are substituted for “therein mentioned” for clarity. In clause (1), the words “charges for storage, transportation, and delivery (including demurrage and terminal charges)” are substituted for “all charges on those goods for freight, storage, demurrage and terminal charges . . . and all other charges incurred in transportation and delivery” as being inclusive and to conform to section 7-307 of the Uniform Commercial Code. In clause (2), the words “other charges for which the bill expressly specifies a lien” are substituted for “unless the bill expressly enumerates other charges for which a lien . . . In such case there shall also be a lien for the charges enumerated” for clarity.

§ 80110. Duty to deliver goods

(a) GENERAL RULES.—Except to the extent a common carrier establishes an excuse provided by law, the carrier must deliver goods covered by a bill of lading on demand of the consignee named in a nonnegotiable bill or the holder of a negotiable bill for the goods when the consignee or holder—

- (1) offers in good faith to satisfy the lien of the carrier on the goods;
- (2) has possession of the bill and, if a negotiable bill, offers to indorse and give the bill to the carrier; and
- (3) agrees to sign, on delivery of the goods, a receipt for delivery if requested by the carrier.

(b) PERSONS TO WHOM GOODS MAY BE DELIVERED.—Subject to section 80111 of this title, a common carrier may deliver the goods covered by a bill of lading to—

- (1) a person entitled to their possession;
- (2) the consignee named in a nonnegotiable bill; or
- (3) a person in possession of a negotiable bill if—
 - (A) the goods are deliverable to the order of that person; or
 - (B) the bill has been indorsed to that person or in blank by the consignee or another indorsee.

(c) COMMON CARRIER CLAIMS OF TITLE AND POSSESSION.—A claim by a common carrier that the carrier has title to goods or right to their possession is an excuse for nondelivery of the goods only if the title or right is derived from—

- (1) a transfer made by the consignor or consignee after the shipment; or
- (2) the carrier’s lien.

(d) ADVERSE CLAIMS.—If a person other than the consignee or the person in possession of a bill of lading claims title to or possession of goods and the common carrier knows of the claim, the carrier is not required to deliver the goods to any claimant until the carrier has had a reasonable time to decide the validity of the adverse claim or to bring a civil action to require all claimants to interplead.

(e) INTERPLEADER.—If at least 2 persons claim title to or possession of the goods, the common carrier may—

- (1) bring a civil action to interplead all known claimants to the goods; or
- (2) require those claimants to interplead as a defense in an action brought against the carrier for nondelivery.

(f) THIRD PERSON CLAIMS NOT A DEFENSE.—Except as provided in subsections (b), (d), and (e) of this section, title or a right of a third person is not a defense to an action brought by the consignee of a nonnegotiable bill of lading or by the holder of a negotiable bill against the common carrier for failure to deliver the goods on demand unless enforced by legal process.

(Pub. L. 103-272, §1(e), July 5, 1994, 108 Stat. 1349.)

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
80110(a)	49 App.:88.	Aug. 29, 1916, ch. 415, §§8, 9, 16-19, 39 Stat. 539, 541.
80110(b)	49 App.:89.	
80110(c)	49 App.:96.	
80110(d)	49 App.:98.	
80110(e)	49 App.:97.	
80110(f)	49 App.:99.	

In subsection (a), before clause (1), the words “Except to the extent a common carrier establishes an excuse provided by law” are substituted for “in the absence of some lawful excuse” and “In case the carrier refuses or fails to deliver the goods, in compliance with a demand by the consignee or holder so accompanied, the burden shall be upon the carrier to establish the existence of a lawful excuse for such refusal or failure” for clarity and to eliminate unnecessary words. The word “must” is substituted for “is bound to” for clarity. The words “if such a demand is accompanied by” are omitted as unnecessary because of the restatement. In clause (1), the word “lawful” is omitted as unnecessary because of the restatement. In clause (2), the word “properly” is omitted as surplus. In clause (3), the word “agrees” is substituted for “A readiness and willingness” for clarity. The word “receipt” is substituted for “acknowledgment” for consistency. The words “if such signature” are omitted as unnecessary.

In subsection (b), before clause (1), the word “may” is substituted for “is justified . . . in” because it is more accurate. In clause (1), the word “entitled” is substituted for “lawfully entitled” to eliminate an unnecessary word. In clause (3), before subclause (A), the word “if” is substituted for “by the terms of which” for clarity. In subclause (B), the words “another indorsee” are substituted for “by the mediate or immediate indorsee of the consignee” as being inclusive.

In subsection (c), before clause (1), the words “for his own benefit” are omitted as surplus. The words “nondelivery of” are substituted for “refusing to deliver” because they are more accurate. The words “according to the terms of a bill issued for them” are omitted as

unnecessary. In clause (1), the words “directly or indirectly” are omitted as unnecessary.

In subsection (d), the word “person” is substituted for “someone” for consistency in this chapter. The words “claims title” are substituted for “has a claim to the title” for consistency. The words “is not required to” are substituted for “shall be excused from liability for refusing to” for clarity. The words “any claimant” are substituted for “either to the consignee or person in possession of the bill or to the adverse claimant” to eliminate unnecessary words. The words “civil action” are substituted for “legal proceedings” for consistency with rule 2 of the Federal Rules of Civil Procedure (28 App. U.S.C.).

In subsection (e), before clause (1), the words “at least 2” are substituted for “more than one” for consistency in the revised title and with other titles of the United States Code. In clause (1), the words “civil action” are substituted for “an original suit” for consistency with rule 2 of the Federal Rules of Civil Procedure (28 App. U.S.C.). The words “whichever is appropriate” are omitted as unnecessary.

§ 80111. Liability for delivery of goods

(a) GENERAL RULES.—A common carrier is liable for damages to a person having title to, or right to possession of, goods when—

(1) the carrier delivers the goods to a person not entitled to their possession unless the delivery is authorized under section 80110(b)(2) or (3) of this title;

(2) the carrier makes a delivery under section 80110(b)(2) or (3) of this title after being requested by or for a person having title to, or right to possession of, the goods not to make the delivery; or

(3) at the time of delivery under section 80110(b)(2) or (3) of this title, the carrier has information it is delivering the goods to a person not entitled to their possession.

(b) EFFECTIVENESS OF REQUEST OR INFORMATION.—A request or information is effective under subsection (a)(2) or (3) of this section only if—

(1) an officer or agent of the carrier, whose actual or apparent authority includes acting on the request or information, has been given the request or information; and

(2) the officer or agent has had time, exercising reasonable diligence, to stop delivery of the goods.

(c) FAILURE TO TAKE AND CANCEL BILLS.—Except as provided in subsection (d) of this section, if a common carrier delivers goods for which a negotiable bill of lading has been issued without taking and canceling the bill, the carrier is liable for damages for failure to deliver the goods to a person purchasing the bill for value in good faith whether the purchase was before or after delivery and even when delivery was made to the person entitled to the goods. The carrier also is liable under this paragraph if part of the goods are delivered without taking and canceling the bill or plainly noting on the bill that a partial delivery was made and generally describing the goods or the remaining goods kept by the carrier.

(d) EXCEPTIONS TO LIABILITY.—A common carrier is not liable for failure to deliver goods to the consignee or owner of the goods or a holder of the bill if—

(1) a delivery described in subsection (c) of this section was compelled by legal process;

(2) the goods have been sold lawfully to satisfy the carrier’s lien;

(3) the goods have not been claimed; or

(4) the goods are perishable or hazardous.

(Pub. L. 103–272, §1(e), July 5, 1994, 108 Stat. 1351.)

HISTORICAL AND REVISION NOTES

<i>Revised Section</i>	<i>Source (U.S. Code)</i>	<i>Source (Statutes at Large)</i>
80111(a)	49 App.:90 (less last par.).	Aug. 29, 1916, ch. 415, §§10–12, 26, 39 Stat. 540, 542.
80111(b)	49 App.:90 (last par.).	
80111(c)	49 App.:91 (words after 2d comma). 49 App.:92 (words after 2d comma).	
80111(d)	49 App.:91 (words before 2d comma). 49 App.:92 (words before 2d comma). 49 App.:106.	

In subsection (a), before clause (1), the word “title” is substituted for “right of property” for consistency in this chapter.

In subsection (c), the words “negotiable bill of lading” are substituted for “order bill . . . the negotiation of which would transfer the right to the possession of the goods” in 49 App.:91 for consistency in this chapter.

§ 80112. Liability under negotiable bills issued in parts, sets, or duplicates

(a) PARTS AND SETS.—A negotiable bill of lading issued in a State for the transportation of goods to a place in the 48 contiguous States or the District of Columbia may not be issued in parts or sets. A common carrier issuing a bill in violation of this subsection is liable for damages for failure to deliver the goods to a purchaser of one part for value in good faith even though the purchase occurred after the carrier delivered the goods to a holder of one of the other parts.

(b) DUPLICATES.—When at least 2 negotiable bills of lading are issued in a State for the same goods to be transported to a place in the 48 contiguous States or the District of Columbia, the word “duplicate” or another word indicating that the bill is not an original must be put plainly on the face of each bill except the original. A common carrier violating this subsection is liable for damages caused by the violation to a purchaser of the bill for value in good faith as an original bill even though the purchase occurred after the carrier delivered the goods to the holder of the original bill.

(Pub. L. 103–272, §1(e), July 5, 1994, 108 Stat. 1351.)

HISTORICAL AND REVISION NOTES

<i>Revised Section</i>	<i>Source (U.S. Code)</i>	<i>Source (Statutes at Large)</i>
80112(a)	49 App.:84.	Aug. 29, 1916, ch. 415, §§4, 5, 39 Stat. 539.
80112(b)	49 App.:85.	

In this section, the words “48 contiguous States or the District of Columbia” are substituted for “United States on the Continent of North America, except Alaska and Panama” and the text of 49 App.:84 (proviso) and 85 (proviso) for clarity.

In subsection (a), the words “If so issued” and “described therein” are omitted as surplus. The word “occurred” is added for clarity.