

bill is not an original bill, is liable the same as a person that represents and warrants that the bill is an accurate copy of an original bill properly issued. The carrier is not otherwise liable under the bill.

(d) INDORSER LIABILITY.—Indorsement of a bill of lading does not make the indorser liable for failure of the common carrier or a previous indorser to fulfill its obligations.

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

HISTORICAL AND REVISION NOTES

<i>Revised Section</i>	<i>Source (U.S. Code)</i>	<i>Source (Statutes at Large)</i>
80107(a)	49 App.:114.	Aug. 29, 1916, ch. 415, §§15, 34-36, 39 Stat. 541, 543.
80107(b)	49 App.:116.	
80107(c)	49 App.:95.	
80107(d)	49 App.:115.	

In subsection (a), before clause (1), the words “by indorsement or delivery” are omitted as surplus. In clause (4), the words “merchantability or fitness” are substituted for “such warranties”, and the words “the goods without a bill of lading” are substituted for “without a bill the goods represented thereby”, for clarity.

In subsection (b), before clause (1), the words “person holding” are substituted for “mortgagee or pledgee or other holder” because they are inclusive. The words “from another person” are substituted for “whether from a party to a draft drawn for such debt or from any other person” to eliminate unnecessary words. The words “does not warrant by the demand or receipt” are substituted for “shall not be deemed by so doing to represent or warrant” for clarity.

In subsection (c), the words “A common carrier issuing . . . is liable” are substituted for “plainly shall impose upon the carrier issuing the same the liability” for clarity and to eliminate unnecessary words. The words “The carrier is not otherwise liable under the bill” are substituted for “but no other liability” for clarity.

In subsection (d), the word “respective” is omitted as unnecessary.

§ 80108. Alterations and additions

An alteration or addition to a bill of lading after its issuance by a common carrier, without authorization from the carrier in writing or noted on the bill, is void. However, the original terms of the bill are enforceable.

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

HISTORICAL AND REVISION NOTES

<i>Revised Section</i>	<i>Source (U.S. Code)</i>	<i>Source (Statutes at Large)</i>
80108	49 App.:93.	Aug. 29, 1916, ch. 415, §13, 39 Stat. 540.

The word “erasure” is omitted as being included in “alteration”. The words “whatever be the nature and purpose of the change” are omitted as surplus. The word “terms” is substituted for “tenor” for clarity.

§ 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

<i>Revised Section</i>	<i>Source (U.S. Code)</i>	<i>Source (Statutes at Large)</i>
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