

HISTORICAL AND REVISION NOTES—CONTINUED

<i>Revised Section</i>	<i>Source (U.S. Code)</i>	<i>Source (Statutes at Large)</i>
80106(b)	49 App.:113.	
80106(c)	49 App.:112 (2d-last sentences).	

In subsection (a), the words “without negotiating it” are added for clarity.

In subsection (b), the text of 49 App.:113 (last sentence) is omitted as unnecessary because of the words “the transferee may compel the transferor”.

In subsection (c)(1), before clause (A), the words “also acquires the right to notify” and “by the transferor or transferee of a straight bill” are omitted as unnecessary because of the restatement.

§ 80107. Warranties and liability

(a) GENERAL RULE.—Unless a contrary intention appears, a person negotiating or transferring a bill of lading for value warrants that—

- (1) the bill is genuine;
- (2) the person has the right to transfer the bill and the title to the goods described in the bill;
- (3) the person does not know of a fact that would affect the validity or worth of the bill; and
- (4) the goods are merchantable or fit for a particular purpose when merchantability or fitness would have been implied if the agreement of the parties had been to transfer the goods without a bill of lading.

(b) SECURITY FOR DEBT.—A person holding a bill of lading as security for a debt and in good faith demanding or receiving payment of the debt from another person does not warrant by the demand or receipt—

- (1) the genuineness of the bill; or
- (2) the quantity or quality of the goods described in the bill.

(c) DUPLICATES.—A common carrier issuing a bill of lading, on the face of which is the word “duplicate” or another word indicating that the 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.)

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<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.)

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<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 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.)

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Revised Section	Source (U.S. Code)	Source (Statutes at Large)
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

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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.