

American Jurisprudence, Second Edition

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§ 310. Generally

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West's Key Number Digest

- West's Key Number Digest, [Carriers](#) 49

The Federal Bills of Lading Act provides that a common carrier issuing a nonnegotiable bill of lading must put "nonnegotiable" or "not negotiable" on the bill, although this requirement does not apply to an informal memorandum or acknowledgment.¹

A bill of lading as ordinarily issued is signed by the carrier only² and it need not be signed by the shipper.³ Its terms and conditions are binding even though the bill is unsigned by the shipper,⁴ the signing of the bill only making it easier to prove the shipper was fully informed of its terms and assented thereto.⁵ In the case of goods received for transportation by rail or other land carriage, the bill of lading may be signed by the agent of the carrier who has authority to receipt for freight and to contract for its transportation.⁶

Under statutes requiring the filing and publication of the carrier's tariff regulations,⁷ it is customary for carriers to file with the proper administrative body copies of the form of the bill of lading proposed to be issued by them,

embodying such regulations and provisions as modify their implied contractual liability.⁸

Caution:

If the contents of the bill of lading conflicts with a filed published tariff, the tariff controls.⁹

It is the responsibility of the carrier to assure that bills of lading are correct in all respects.¹⁰

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§ 311. Delivery of goods to carrier as prerequisite of issuance

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Since a bill of lading acknowledges the receipt of goods for carriage, the delivery of the goods to the carrier should precede the execution of the bill,¹ and the agent of a transportation company does not have the right to sign bills of lading until the goods have been actually delivered into the possession of the company.² In practice, however, the delivery of the goods to be shipped and the delivery of a bill

of lading for such goods are regarded as simultaneous acts.³

With respect to a private contract of carriage, the bills of lading are not required to describe the condition of the goods.⁴

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