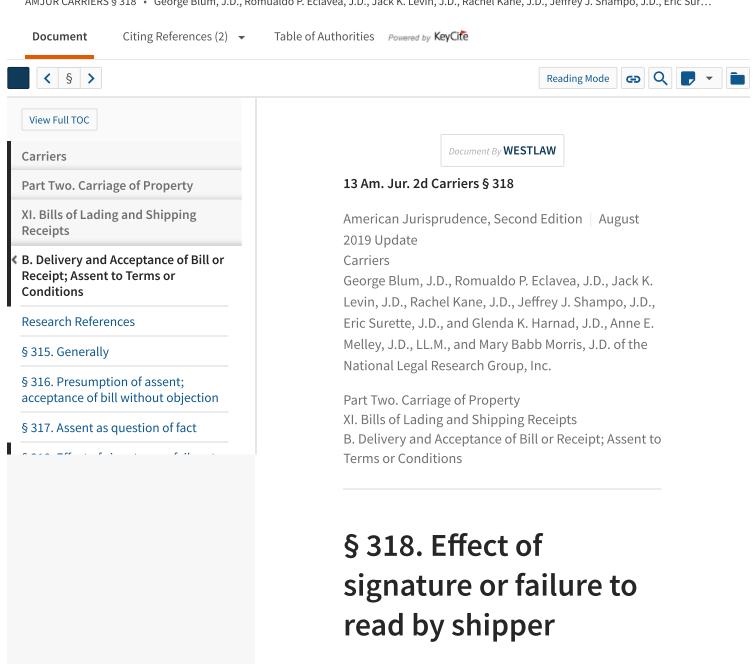


§ 318.Effect of signature or failure to read by shipper ←

AMJUR CARRIERS § 318 • George Blum, J.D., Romualdo P. Eclavea, J.D., Jack K. Levin, J.D., Rachel Kane, J.D., Jeffrey J. Shampo, J.D., Eric Sur...



Topic Summary | Correlation Table | References

West's Key Number Digest

West's Key Number Digest, Carriers 51,
62

If a shipper signs a bill of lading, he or she is ordinarily bound to the terms thereof even though the shipper did not acquaint him- or herself with the terms, unless there was fraud or mistake in the bill's execution. ¹ However, ordinarily it is not necessary for the shipper to sign a bill of lading, ² and the shipper may be bound by its terms and conditions even though the shipper did not sign it. ³

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Footnotes

1 American Exp Co v. U.S. Horse Shoe Co, 244 U.S. 58, 37 S. Ct. 595, 61 L. Ed. 990 (1917); Missouri, K. & T.R. Co. v. Harriman Bros., 227 U.S. 657, 33 S. Ct. 397, 57 L. Ed. 690 (1913); St. Louis, I.M. & S. Ry. Co. v. Weakly, 50 Ark. 397, 8 S.W. 134 (1888).

A shipper cannot defeat a contract based on fraud or mistake when the shipper knew he or she was signing a transportation contract, as the terms cannot be voided due to a failure to read the contract. Hughes v. United Van Lines, Inc., 829 F.2d 1407 (7th Cir. 1987).

- 2 § 310.
- 3 § 315.

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