

## § 316. Presumption of assent; acceptance of bill without objection

AMJUR CARRIERS § 316 • 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...

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### 13 Am. Jur. 2d Carriers § 316

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Part Two. Carriage of Property

XI. Bills of Lading and Shipping Receipts

B. Delivery and Acceptance of Bill or Receipt; Assent to Terms or Conditions

## § 316. Presumption of assent; acceptance of bill without objection

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### West's Key Number Digest

- West's Key Number Digest, [Carriers](#) 51, 62

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Although the courts in some jurisdictions take a contrary view with respect to the terms and conditions of a bill of lading limiting the carrier's liability,<sup>1</sup> many jurisdictions hold that a shipper who receives a bill of lading without objection after an opportunity to inspect it and permits the carrier to act on it by proceeding with the shipment is presumed to have accepted it as correctly stating the contract and to have assented to its terms.<sup>2</sup>

While a stipulation printed on the back of a receipt or bill of lading or on papers attached to it is as effective as if printed on its face, if it is shown that the consignor knew of its terms, such a stipulation located on the back of the instrument will not be deemed to have been assented to, in the absence of proof of knowledge thereof.<sup>3</sup> However, when a shipper accepts a receipt which states that its conditions are to be found on the back, the shipper is held to have accepted and to be bound by those conditions.<sup>4</sup>

When a printed clause on the reverse side of a bill of lading is in conflict with a typed provision on the front side, the front clause controls.<sup>5</sup>

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### Footnotes

<sup>1</sup> Southern Express Co. v. Hanaw, 134 Ga. 445, 67 S.E. 944 (1910); Wabash R. Co. v. Thomas, 222 Ill. 337, 78 N.E. 777 (1906).

<sup>2</sup> Wells Fargo & Co. v. Neiman-Marcus Co., 227 U.S. 469, 33 S. Ct. 267, 57 L. Ed. 600 (1913); Semington v. Stockyards Nat. Bank, 162 Minn. 424, 203 N.W. 412 (1925); Huddy v. Railway Exp. Agency, 181 S.C. 508, 188 S.E. 247, 107 A.L.R. 1437 (1936).

- 3 Michigan Cent. R. Co. v. Mineral Springs Mfg. Co., 83 U.S. 318, 21 L. Ed. 297, 1872 WL 15354 (1872).
- 4 Singer v. Merchants' Despatch Transp. Co., 191 Mass. 449, 77 N.E. 882 (1906).
- 5 Antillean Marine Shipping Corp. v. La Universal De Seguros C. Por A., 359 So. 2d 516 (Fla. Dist. Ct. App. 3d Dist. 1978).

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