

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

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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

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

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## 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.<sup>1</sup> However, ordinarily it is not necessary for the shipper to sign a bill of lading,<sup>2</sup> and the shipper may be bound by its terms and conditions even though the shipper did not sign it.<sup>3</sup>

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## Footnotes

<sup>1</sup> [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).

<sup>2</sup> [§ 310.](#)

<sup>3</sup> [§ 315.](#)

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