

American Jurisprudence, Second Edition

Reading Mode

[View Full TOC](#)

- ☐ Abandoned, Lost, and Unclaimed Property >
- ☐ Abatement, Survival, and Revival >
- ☐ Abduction and Kidnapping >
- ☐ Abortion and Birth Control >
- ☐ Absentees >
- ☐ Abstracts of Title >
- ☐ Abuse of Process >
- ☐ Accession and Confusion >
- ☐ Accord and Satisfaction >
- ☐ Accountants >
- ☐ Accounts and Accounting >
- ☐ Acknowledgments >
- ☐ Actions >

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§ 312. Issuance in parts or sets; duplicate bills

[Topic Summary](#) | [Correlation Table](#) | [References](#)

West's Key Number Digest

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

Forms

- Forms relating to bill of lading issued in parts or duplicate documents, see Am. Jur. Legal Forms 2d—Uniform Commercial Code; Am. Jur. Pleading and Practice Forms—Commercial Code [[Westlaw® Search Query](#)]

The Federal Bills of Lading Act provides that a negotiable bill of lading issued in a state for the transportation of goods to a place in the 48 contiguous states or the District of Columbia may not be issued in parts or sets. ¹

The Uniform Commercial Code provides that except when customary in overseas transportation, a tangible bill of lading must not be issued in a set of parts, ² although if a tangible bill of lading is lawfully issued in a set of parts, each of which contains an identification code and is expressed to be valid only if the goods have not been

delivered against any other part, the whole of the parts constitutes one bill.³ If a tangible negotiable bill of lading is lawfully issued in a set of parts and different parts are negotiated to different persons, the title of the holder to which the first due negotiation is made prevails as to both the document of title and the goods even if any later holder may have received the goods from the carrier in good faith and discharged the carrier's obligation by surrendering its part.⁴

Observation:

The Federal Bills of Lading Act provides that if a bill of lading is so issued, the common carrier is liable for damages for failure to deliver the goods to a purchaser of one part for value in good faith, even though the purchase occurred after the carrier delivered the goods to a holder of one of the other parts.⁵ The Uniform Commercial Code provides simply that, except when customary in overseas transportation, the issuer of a bill of lading in a set of parts is liable for damages caused thereby.⁶ Further, a person that negotiates or transfers a single part of a tangible bill of lading issued in a set is liable to holders of that part as if it were the whole set.⁷

Bills of lading are sometimes executed in duplicate or triplicate—that is, in addition to the copy kept by the carrier for its own information, one copy is retained by the consignor to show he or she has shipped the goods and another is forwarded to the consignee.⁸ However, the practice has been disapproved by the courts, for the reason that it affords a convenient opportunity for the commission of fraud by the consignors, as well as subjecting the carrier to the hazard of making an incorrect delivery of the goods.⁹ To remedy this situation, the Federal Bills of Lading Act provides that when at least two negotiable bills of lading are issued in a state for the same goods to be transported to a place in the 48 contiguous states or the District of Columbia, the word "duplicate" or another word indicating that the bill is not an original must be put plainly on the face of each bill except the original.¹⁰ A common carrier violating this provision is liable for damages caused by the violation to a purchaser of the bill for value in good faith as an original bill even though the purchase occurred after the carrier delivered the goods to the holder of the original bill.¹¹

The Uniform Commercial Code provides that a duplicate or any other document of title purporting to cover goods already represented by an outstanding document of the same issuer does not confer any right in the goods, except as provided in the case of tangible bills of lading in a set of parts, over issue of documents for fungible goods, substitutes for lost, stolen, or destroyed documents, or substitute documents.¹² The issuer is liable for damages caused by its overissue or failure to identify a duplicate document by a conspicuous notation.¹³

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