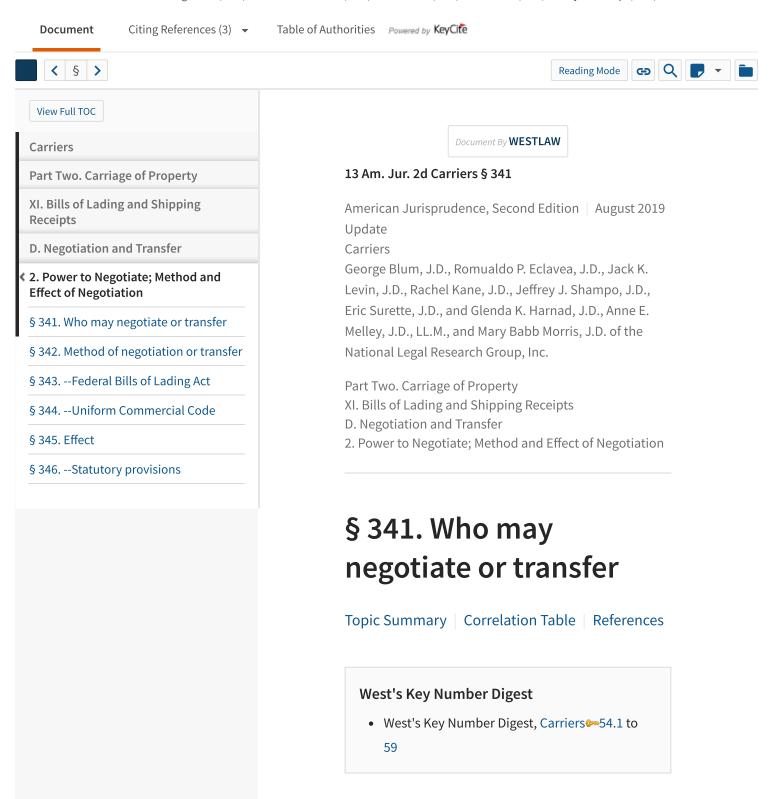
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§ 341.Who may negotiate or transfer

PRACTICAL LAW CONNECT

AMJUR CARRIERS § 341 • 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...



Even though a shipper by placing a bill of lading in the name of the consignee vests apparent title in him or her, the shipper retains a special property in the goods which the shipper may transfer. ¹ When the shipper retains title to him- or herself in the goods mentioned in a bill of lading, the shipper alone has the power to transfer the bill and the property represented thereby. ²

The shipper who transports the goods under a negotiable bill of lading possesses no title or other ownership interest in them; rather, the title is vested in the holder of the bill of lading, whose interest is represented under the contract of carriage. ³

The Federal Bills of Lading Act provides that a negotiable bill of lading may be negotiated by a person possessing the bill, regardless of the way in which the person got possession, if a common carrier, under the terms of the bill, undertakes to deliver the goods to that person or, when the bill is negotiated, it is in a form that allows it to be negotiated by delivery. ⁴

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Footnotes

- 1 Chesapeake & O. R. Co. v. State Nat. Bank of Maysville, 280 Ky. 444, 133 S.W.2d 511, 130 A.L.R. 1306 (1939), judgment aff'd, 283 Ky. 443, 141 S.W.2d 869, 130 A.L.R. 1306 (1940).
- Emery's Sons v. Irving Nat. Bank, 25 Ohio St.360, 1874 WL 80 (1874).
- Evergreen Marine Corp. v. Six Consignments of Frozen Scallops, 4 F.3d 90, 21 U.C.C. Rep. Serv. 2d 502 (1st Cir. 1993).

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