



Bills of Lading

by Practical Law Commercial Transactions

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This Practice Note provides an overview of bills of lading (B/L). It discusses the Federal Bills of Lading Act and Article 7 of the Uniform Commercial Code (UCC), the relevant laws governing bills of lading, and highlights certain responsibilities and benefits for parties involved in transactions using bills of lading.

This Practice Note provides a general overview of bills of lading, which are documents of title used in the transportation of goods. Among other things, this Note discusses:

- The laws governing bills of lading.
- The two main types of bills of lading.
- Negotiating and transferring bills of lading.
- The parties involved in transactions using bills of lading and their respective rights and obligations.

Governing Law for Bills of Lading

Depending on where the goods are transported, a bill of lading is governed by either or both:

- The Federal Bills of Lading Act (Federal Act) ([49 U.S.C. §§ 80101 - 80116](#)) (see [Federal Bills of Lading Act](#)).
- Article 7 of the **Uniform Commercial Code** (UCC) ([UCC §§ 7-101 - 7-603](#)) (see [UCC Article 7](#)).



The Federal Act and Article 7 are generally consistent with each other. However, in transactions where both laws are applicable and there is a conflict, the Federal Act governs.

Federal Bills of Lading Act

The Federal Act governs bills of lading that are used in interstate or foreign commerce. Specifically, the Federal Act applies to all bills of lading that a common carrier issues for goods transported:

- Between a location in:
 - Washington DC and another location in Washington DC;
 - a US territory or possession and another location in the same territory or possession;
 - a US state and a location in another US state; or
 - a US state and a location in the same state through another US state or a foreign country.
- From a place in a US state to a location in a foreign country.

([49 U.S.C. § 80102.](#))

Although the Federal Act governs bills of lading that are issued in the US for goods traveling to foreign countries, it does not govern bills of lading that are issued in foreign countries, even if the goods are destined for the US.

UCC Article 7

Article 7 of the UCC governs bills of lading when the transaction or shipment relates to intrastate commerce. Article 7 of the UCC supplements, but is generally consistent with, the Federal Act.

How Bills of Lading Are Used

A bill of lading is an agreement between a consignor of goods and the carrier transporting the goods. The bill of lading serves as both:

- A receipt that provides the consignor with evidence of the goods' delivery to the carrier.

- A contract that states the terms and conditions under which the carrier agrees to transport the goods.

The parties generally engaged in a transaction involving a bill of lading are:

- **The shipper or consignor.** The shipper or consignor is the party sending the goods.
- **The carrier or bailee.** The carrier (or bailee under the UCC) has possession of the goods and contracts to deliver them.
- **The consignee.** The consignee is the party to whom the goods are delivered.

The carrier or its agent signs the bill of lading and issues it to the consignor. The consignor then typically sends the consignee or its agent the bill of lading through mail or another means of communication.

Any kind of carrier can issue a bill of lading, regardless of the transportation method (whether by land, water, or air). The carrier issues the bill of lading to the consignor at either:

- The place of shipment.
- The destination point.
- Any other designated place that the consignor requests.

The carrier then delivers the goods covered in the bill of lading to either:

- The order of a consignor or consignee, if the bill of lading is negotiable (for an explanation of negotiable bills of lading, see [Order Bill of Lading](#)).
- A specifically named consignee, if the bill of lading is nonnegotiable (for an explanation of nonnegotiable bills of lading, see [Straight Bill of Lading](#)).

For a comparison of negotiable and nonnegotiable bills of lading, see [Order versus Straight Bills of Lading](#).

Information in a Bill of Lading

In addition to stating the shipping terms and conditions, a bill of lading generally includes:

- The consignor's and consignee's names.

- Whether the goods should be delivered to a specific person or to the order or assigns of a particular person (the UCC broadly defines "person" to include an individual or an organization).
- The departure and destination ports.
- The name of the vessel transporting the goods, if applicable.
- The departure and arrival dates.
- An itemized list of the goods and relevant packing information.
- The weight or volume of the cargo.
- The freight rate and amount.

(See [49 C.F.R. § 1035.1](#) – [49 C.F.R. pt. 1035, App. A.](#))

Types of Bills of Lading

A bill of lading can be either a:

- [Negotiable instrument](#), which is generally called an order bill of lading (see [Order Bill of Lading](#)).
- Nonnegotiable document, which is generally called a straight bill of lading (see [Straight Bill of Lading](#)).

Order Bill of Lading

An order bill of lading is a negotiable document of title that is issued to the order of the consignor or consignee, who can then either receive delivery of the goods or tell the carrier to deliver the goods to another party.

The Federal Act and Article 7 of the UCC have similar requirements for what qualifies as a negotiable bill of lading. A bill of lading is considered negotiable under:

- The Federal Act if the bill of lading:
 - states that the goods are to be delivered to the order of a consignee; and
 - does not contain on its face an agreement with the consignor that the bill is nonnegotiable.

([49 U.S.C. § 80103\(a\)\(1\).](#))

- Article 7 of the UCC if the bill of lading's terms state that the covered goods are to be delivered to bearer (a person in possession of a document of title) or to the order of a named person ([UCC § 7-104\(a\)](#)).

An order bill of lading is generally used for goods that have not been paid for in advance, such as goods sent under an open account or a [commercial letter of credit](#).

For more information on using commercial letters of credit as payment for purchasing goods, see [Practice Note, Commercial Letters of Credit](#).

Straight Bill of Lading

A straight bill of lading is a nonnegotiable document of title. Under a straight bill of lading, the carrier must deliver the goods only to the consignee named in the bill of lading. Straight bills of lading are generally used in transactions where either:

- Someone has already paid for the goods.
- The goods do not require payment, such as donations or gifts.

The Federal Act and Article 7 of the UCC have similar rules for determining when a bill of lading is nonnegotiable. A bill of lading is considered nonnegotiable under:

- The Federal Act if the bill states that the goods are to be delivered to a named consignee ([49 U.S.C. § 80103\(b\)\(1\)](#)).
- Article 7 of the UCC if:
 - its terms **do not** state that the goods are to be delivered to bearer or to the order of a named person; or
 - when the bill of lading is issued, it has a conspicuous legend stating that it is nonnegotiable.

([UCC § 7-104](#).)

When a common carrier issues a nonnegotiable bill of lading for goods transported in interstate or foreign commerce, the common carrier must include the words "nonnegotiable" or "not negotiable" on the bill ([49 U.S.C. § 80103\(b\)\(2\)](#)). Article 7 of the UCC does not require nonnegotiable bills of lading used in intrastate commerce to be marked.

Order versus Straight Bills of Lading

The following table gives an overview of selected similarities and differences between order and straight bills of lading:

Type of Bill of Lading	Negotiable Instrument	Marking Requirement	Generally Used When
Order Bill of Lading	Yes	No	A party has not paid for the goods in advance.
Straight Bill of Lading	No	Yes, if the bill of lading is governed by the Federal Act.	Either: <ul style="list-style-type: none">• Someone has already paid for the goods.• The goods do not require payment, such as donations or gifts.

Duly Negotiated or Transferred Bills of Lading

A new third party can gain title to the goods and to the bill of lading instead of the originally intended consignee. The holder of a bill of a lading (the person who possesses and has a property right in the bill of lading) can generally either:

- Negotiate an order bill of lading to a new party (see [Negotiating a Bill of Lading](#)). The new holder obtains the superior rights of a holder by due negotiation (see [Rights Acquired by Due Negotiation](#)).
- Transfer an order or straight bill of lading to a new party (see [Transferring a Bill of Lading](#)). The transferee acquires only the rights that the transferor had or had the power to convey (see [Rights Acquired by Simple Transfer](#)).

For a comparison of duly negotiated and transferred bills of lading, see [Duly Negotiated versus Transferred Bills of Lading](#).

Negotiating a Bill of Lading

Both the Federal Act and Article 7 of the UCC outline the requirements for negotiating a bill of lading. Under the Federal Act, a bill of lading may be negotiated by:

- **Indorsement.** A holder can negotiate an order bill of lading by indorsing it either in blank (without naming the new consignee) or to a specific person. If the goods are deliverable to the order of a specific person, that person must indorse the bill before it can be negotiated.
- **Delivery.** A holder can negotiate an order bill of lading by delivery when the common carrier, under the terms of the bill, attempts to deliver the goods to the order of a specific person and that person or a later indorsee has indorsed the bill in blank.

(49 U.S.C. § 80104(a).)

Article 7 similarly states that an order bill of lading can be negotiated by either:

- Indorsement.
- Delivery.

(UCC § 7-501(a).)

However, Article 7 limits the methods of negotiation by adding the rule that a document of title is **not** duly negotiated if the negotiation either:

- Occurs outside the regular course of business or financing.
- Involves receiving the document in settlement or payment of a monetary obligation.

(UCC § 7-501(a)(5).)

Rights Acquired by Due Negotiation

Once the holder of an order bill of lading negotiates it, the person to whom it is negotiated acquires certain rights. Under the Federal Act, a new holder of an order bill of lading that has been duly negotiated gains title to the goods that both:

- The person negotiating the bill had the ability to convey to a purchaser in good faith for value.
- The consignor or the consignee had the ability to convey to a purchaser in good faith for value.

(49 U.S.C. § 80105(a)(1).)

If a person gains title to a bill of lading by negotiation and for value in good faith, that person also:

- Gains rights to the goods that are superior to a seller's lien or a right to stop the transportation of the goods ([49 U.S.C. § 80105\(b\)](#)).
- Is protected from potential double-dealing by a person who possesses the bill of lading. Under the Federal Act, if a person who possesses a bill of lading sells, mortgages, or pledges it or the covered goods, but retains possession of the bill and then negotiates it to a second purchaser, who receives the bill for value, in good faith, and without notice of the prior sale, the second purchaser takes free of the first purchaser's claim ([49 U.S.C. § 80104\(c\)](#)).

Under the Federal Act, once a party gains title to the goods under a bill of lading by due negotiation, the common carrier issuing the bill is obligated to that party to hold possession of the goods under the terms of the bill as if it had originally issued the bill to that party.

Similarly, for order bills of lading governed by Article 7 of the UCC, the person to whom the bill is duly negotiated gains:

- Title to both:
 - the bill of lading; and
 - the goods covered by the bill of lading.
- All rights accruing under the law of agency or estoppel.
- The right to enforce the carrier's direct obligation to hold or deliver the goods according to the bill of lading's terms, free of any defense or claim by the carrier.

([UCC § 7-502\(a\)](#).)

The grant of rights accruing under the law of estoppel is intended to address potential competing claims for goods when a carrier issues a fraudulent negotiable bill of lading ([UCC § 7-502\(a\)](#), cmt. 2). For example, when a carrier issues a negotiable bill of lading for goods before the goods are delivered to it, the bill of lading does not pass title to the goods (because there are no goods). However, once the carrier obtains the goods described in the bill of lading, the holder of the bill becomes the equitable owner of the goods and the carrier is estopped from denying the holder's title (see [UCC § 7-502\(a\)](#), cmt. 2 and *Baldwin v. Childs*, 163 N.E. 737 (N.Y. 1928)).

Transferring a Bill of Lading

The holder of a bill of lading can transfer the bill, instead of negotiating it, by both:

- Delivery.
- Agreement to transfer title to the bill or to the goods the bill represents.

(49 U.S.C. § 80106(a).)

A party typically transfers a bill of lading instead of negotiating it when the document is:

- Nonnegotiable.
- Negotiable, but is delivered without a necessary indorsement.

In certain situations, a transferee of a negotiable bill of lading can force the transferor to indorse the document, at which point the document is considered negotiated and not simply transferred. The transferee can compel the transferor to indorse a negotiable bill of lading when both:

- The bill of lading is transferred for value by delivery without being negotiated.
- The transferor's indorsement is necessary for negotiation.

(49 U.S.C. § 80106(b) and UCC § 7-506).

Once the transferor indorses the bill, the transferee becomes and has the rights of a holder of a negotiated bill (see [Rights Acquired by Due Negotiation](#)).

Rights Acquired by Simple Transfer

The Federal Act and Article 7 of the UCC grant transferees of bills of lading similar rights. A transferee of a bill of lading that has been delivered but not duly negotiated gains:

- Title to the goods against the transferor, under the Federal Act (49 U.S.C. § 80106(a)).
- Title and rights that the transferor had or had actual authority to convey, under Article 7 (UCC § 7-504(a)).

Notification of the Transfer is Required for Certain Protections

The carrier owes the transferee the same obligations that it owed to the transferor. However, the carrier's obligation to the transferee does not vest until the transferee notifies the carrier of the transfer. Notifying the carrier also protects the transferee from competing third-party claims for the goods covered by the bill of lading.

Until the transferee has notified the carrier, its title to the goods and right to demand the carrier to act under the bill of lading can be defeated by either:

- Garnishment, attachment, or execution on the goods by the transferor's creditor.
- Notice to the carrier from the transferor (or from a later buyer of the transferor) that the transferor has sold the goods to another buyer.
- A lessee from the transferor in the ordinary course of business if the carrier has delivered the goods to the lessee or received notification of the lessee's rights.

(49 U.S.C. § 80106(c)(1) and UCC § 7-504(b).)

Although Article 7 does not provide specific rules about how to notify a carrier of a transfer, the Federal Act stipulates that a carrier is notified of a transfer only when both:

- An officer or agent of the carrier with actual or apparent authority to act on the notification has been notified.
- The officer or agent has had time, exercising reasonable diligence, to communicate with the agent that possesses or controls the goods.

(49 U.S.C. § 80106(c)(2).)

Duly Negotiated versus Transferred Bills of Lading

The following table gives a general overview of selected similarities and differences between obtaining a bill of lading by due negotiation and by simple transfer:

How Party Obtains the Bill of Lading	Applicable to What Type(s) of Bills of Lading	How the Holder of the Bill of Lading Negotiates or Transfers it	The Rights Generally Acquired by the Party Receiving the Bill of Lading	Notification Requirements
Negotiation	Order bills of lading that are negotiated to a party who receives the bill for value in good faith.	Indorsement and delivery.	Any title to the goods that the person negotiating the bill could convey to a purchaser in good faith for value.	None

			<p>Any title to the goods that the consignor or the consignee could convey to a purchaser in good faith for value.</p> <p>All rights accruing under the law of agency or estoppel.</p> <p>Protection from potential double-dealing by a person who possesses the bill of lading.</p> <p>Rights to the goods that are superior to a seller's lien or right to stop the transportation of the goods.</p> <p>The carrier's obligation to hold or deliver the goods according to the terms of the bill of lading.</p>	
Transfer	Order bills of lading and straight bills of lading.	Delivery and an agreement to transfer title to the bill or to the goods the bill represents.	<p>Title and right to the bill of lading and the goods that the transferor either had or had the authority to convey.</p>	<p>If the transferee fails to notify the carrier of the transfer:</p> <ul style="list-style-type: none"> • The carrier's obligation to the

			<p>The carrier's obligation to hold or deliver the goods according to the terms of the bill of lading.</p>	<p>transferee does not vest.</p> <ul style="list-style-type: none"> • The transferee's title to the goods can be defeated by certain third parties.
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Warranties for Negotiated and Transferred Bills of Lading

Under both the Federal Act and Article 7 of the UCC, when a holder of a bill of lading negotiates or transfers the document, it makes certain warranties to the party receiving the document. Under the Federal Act, a holder who negotiates or transfers a bill of lading warrants both the bill of lading and the goods covered by the bill. Specifically, he warrants that:

- The bill of lading is genuine.
- He has the right to transfer the bill of lading and the title to the goods that it describes.
- He does not know of any facts that would affect the bill of lading's validity or worth.
- The goods are merchantable or fit for a particular purpose when merchantability or fitness would have been implied if the parties' agreement had been to transfer the goods without a bill of lading.

(49 U.S.C. § 80107(a).)

Under Article 7 of the UCC, a holder who negotiates or transfers a bill of lading provides essentially the same warranties as he would under the Federal Act. However, unlike the Federal Act, Article 7 does not require warranties of merchantability or fitness for the goods covered in the bill of lading (UCC § 7-507).

Carrier's Obligations and Rights

A bill of lading is a contract between the carrier and the consignor. It entitles the carrier to certain rights and protections and obligates the carrier to perform certain duties.

Carrier's Lien on the Goods

Once a carrier issues a bill of lading, it has a lien on the goods included in the document. The lien covers:

- Charges for storage, transportation, delivery, and expenses that are:
 - necessary for preserving the goods; or
 - incidental to transporting the goods after the date on the bill of lading.
- Any other charges for which the bill of lading expressly specifies a lien is claimed, to the extent the law and the agreement between the consignor and carrier allow the charges.

(49 U.S.C. § 80109 and UCC § 7-307.)

For more information on carrier liens under Article 7 of the UCC, see [Practice Note, UCC Article 7 Statutory Liens of Warehousemen and Carriers](#).

Duty to Deliver Goods to the Appropriate Party

The carrier can face liability for delivering goods covered by a bill of lading to the wrong party (see [The Carrier's Potential Liability](#)).

A carrier **may** deliver the goods covered by a bill of lading to:

- A person entitled to their possession (see, for example, [Special Instructions for Delivering Goods](#)).
- The consignee named in a nonnegotiable bill of lading.
- A person who possesses a negotiable bill of lading if:
 - the goods are deliverable to the order of that person; or
 - the consignee or another indorsee has indorsed the bill of lading to that person or in blank.

(49 U.S.C. § 80110(b).)

However, a carrier **must** deliver goods covered by a bill of lading on the demand of either a consignee of a nonnegotiable bill or a holder of a negotiable bill when the

consignee or holder:

- Offers in good faith to satisfy the carrier's lien on the goods.
- Possesses the bill of lading and, if a negotiable bill, offers to indorse and give it to the carrier.
- Agrees to sign, on delivery of the goods, a receipt for delivery if the carrier requests it.

(49 U.S.C. § 80110(a) and UCC § 7-403.)

Special Instructions for Delivering Goods

Ordinarily, a carrier must deliver the goods to the person or destination named in the bill of lading. However, Article 7 of the UCC permits a carrier to deliver goods to a person or destination other than who or what is stated in the bill of lading if the carrier has instructions from either:

- The holder of a negotiable bill of lading.
- The consignee on a nonnegotiable bill of lading if the consignor has not given contrary instructions and:
 - the goods have arrived at the billed destination; or
 - the consignee possesses the tangible bill of lading or controls the electronic bill of lading.
- The consignee on a nonnegotiable bill of lading if the consignee is entitled to dispose of the goods.
- The consignor on a nonnegotiable bill of lading.

(UCC § 7-303(a).)

Legal Excuses for Failing to Deliver Goods

A carrier must generally deliver goods unless it can establish a legal excuse not to do so, such as:

- Prior delivery of the goods to a person who was entitled to them.
- There was damage to or delay, loss, or destruction of the goods for which the carrier is not liable.
- There was a diversion, reconsignment, or other disposition under [Section 7-303 of the UCC](#).

- There was a previous sale or other disposition of the goods in lawful enforcement of a lien.
- The seller exercised its right to stop delivery of the goods under [Section 2-705 of the UCC](#).

([UCC § 7-403\(a\)](#) and see [49 U.S.C. § 80110\(a\)](#).)

Lost, Stolen, or Destroyed Bills of Lading

For various reasons, a bill of lading might be lost, stolen, or destroyed. A carrier can become exposed to liability if, after it delivers goods to a person claiming to have suffered the loss or theft of the bill of lading, the bill is discovered with a holder who purchased the document of title in good faith without notice of the delivery of the goods (see [The Carrier's Potential Liability](#)).

Both the Federal Act and the UCC address possible remedies for when a bill of lading is missing. Under the Federal Act, if a negotiable bill of lading is lost, stolen, or destroyed, a court may order the carrier to deliver the goods if the person claiming the goods gives a surety bond in an amount the court approves to indemnify either:

- The carrier.
- A person injured by delivery.

([49 U.S.C. § 80114\(a\)](#).)

The Federal Act's remedy applies only to negotiable bills of lading. The UCC's remedy, however, is broader and applies to both negotiable and nonnegotiable bills of lading. Article 7 allows a court to order the carrier to deliver the goods or issue a substitute document if the original bill of lading is lost, stolen, or destroyed ([UCC § 7-601\(a\)](#)). Article 7 requires a claimant to post security for delivery on a lost, stolen, or destroyed negotiable bill of lading unless the court finds that any person who may suffer a loss because of nonsurrender of possession or control of the document is adequately protected against the loss. A court may also require the claimant to post security under Article 7 if the bill of lading is negotiable.

The Carrier's Potential Liability

A carrier is liable if it delivers goods to the wrong party. Specifically, under the Federal Act, a carrier is liable for damages to a person having title to or right to possession of goods if the carrier delivers the goods:

- To a person not entitled to their possession.
- To a consignee named in a nonnegotiable bill or a person in possession of a negotiable bill and:
 - a person with title to, or right to possession of, the goods has requested it not make the delivery; or
 - the carrier has information at the time of delivery that it is delivering the goods to a person not entitled to their possession.

([49 U.S.C. § 80111\(a\)](#).)

Unlike the Federal Act, Article 7 does not define the circumstances under which bailees are subject to potential tort liability ([UCC § 7-101](#), cmt.).

Delivering on a Lost, Stolen, or Destroyed Bill of Lading

If a bill of lading governed by the Federal Act is lost, stolen, or destroyed and the carrier delivers the goods under a court order, it can still be liable to a person to whom the negotiable bill has been or is negotiated for value, if the person did not have notice of either:

- The court proceeding.
- Delivery of the goods to another person.

Article 7 relieves carriers of liability if, under a court order, they deliver goods covered by a missing bill of lading. However, the carrier remains liable if, without a court order, it delivers goods to a person claiming ownership under a missing negotiable document of title. If the delivery is not in good faith, the carrier is liable for conversion.

Altered Bills of Lading

If a party alters an issued bill of lading or fills in its blank spaces without written authorization from the carrier, the changes are void and the original terms of the bill remain enforceable ([49 U.S.C. § 80108](#) and [UCC § 7-306](#)).

Altering a bill of lading under false pretenses can also lead to criminal fines and imprisonment (see [Criminal Punishments](#)).

Duplicate Bills of Lading

If a duplicate bill of lading exists for a shipment of goods while the original bill is still outstanding, it can result in various problems for parties involved in the transaction, including:

- Liability for the carrier similar to the liability it would face if:
 - a bill of lading is lost, stolen, or destroyed; and
 - the carrier gives the goods or a substitute document to a person allegedly suffering the loss, theft, or destruction of the bill of lading but who is not actually entitled to the goods or substitute document (see [Delivering on a Lost, Stolen, or Destroyed Bill of Lading](#)).
- The carrier's potential double liability if the original document still exists and later comes into the possession of a holder by due negotiation.
- Harm to innocent third parties who:
 - purchase a duplicate bill of lading that does not clearly indicate that an original bill is outstanding; and
 - think that the duplicate gives them rights in the covered goods.

A duplicate bill of lading should be marked on its face with the word "duplicate" or another word to indicate that the document is not an original. Both the Federal Act and Article 7 of the UCC generally provide that:

- Properly marked duplicate bills of lading are not effective to confer rights in the covered goods.
- If the bill of lading is not properly marked, the carrier is liable to someone who has purchased the bill of lading for value in good faith.

([49 U.S.C. § 80112\(b\)](#) and [UCC § 7-402](#).)

Criminal Punishments

The Federal Act creates criminal penalties for parties that violate it. A person can be fined, imprisoned for up to five years, or both if he:

- Violates the act with the intent to defraud.
- Knowingly or with intent to defraud:

- falsely makes, alters, or copies a bill of lading governed by the Federal Act;
- utters, publishes, or issues a falsely made, altered, or copied bill of lading; or
- negotiates or transfers for value a bill of lading containing a false statement.

(49 U.S.C. § 80116.)

Unlike the Federal Act, Article 7 of the UCC does not contain substantive criminal provisions. However, many states have general criminal laws relating to fraud that can also apply to bills of lading (see, for example, [Cal. Penal Code §§ 577 - 581, 583](#)).

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