

§ 331. Effect of notation "shipper's weight, load, and count"

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Citing References (2) ▼

Table of Authorities

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Carriers

Part Two. Carriage of Property

XI. Bills of Lading and Shipping Receipts

C. Construction, Operation, and Effect

2. Conclusiveness and Effect of Receipt Clauses

◀ c. Statutory Provisions

§ 329. Federal Bills of Lading Act

§ 330. Uniform Commercial Code

§ 331. Effect of notation "shipper's weight, load, and count"

§ 332. Loading by shipper

13 Am. Jur. 2d Carriers § 331

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Carriers

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

West's Key Number Digest

- West's Key Number Digest, Carriers [🔑51](#), [52\(1\)](#), [53](#)

⬆ Back to top

A.L.R. Library

- [Liability of carrier by land or air for damage to goods shipped resulting from improper loading, 44 A.L.R.2d 993](#)

Forms

- Forms relating to loading, generally, see Am. Jur. Pleading and Practice Forms—Commercial Code [\[Westlaw® Search Query\]](#)

The Federal Bills of Lading Act provides that a carrier is not liable for a discrepancy between the description of the goods in the bill of lading and their actual nature if the shipper loaded the goods and the bill of lading contains the notation "shipper's weight, load, and count," or similar words indicating the shipper loaded the goods.¹

Practice Tip:

When a bill of lading contains this notation, it is not prima facie evidence of the receipt by the carrier of the goods described in bill of lading, and the shipper must produce other evidence.² A bill of lading containing the recital "shipper's load and count" places the burden of proof of the proper and correct loading upon the shipper, and the bill of lading without additional evidence does not fulfill this burden.³

The statute does not apply to shipments originating outside the United States and as to them, the carrier is bound by its representations in the bill of lading concerning the quantities of goods transported.⁴

A bill of lading containing a notation which appeared to read "SLC" did not comply with a statutory requirement for the carrier to disclaim liability for a discrepancy in the amount when shipments are made under the shipper's load and count terms.⁵

When the words "shipper's weight, load, and count" are inserted in a bill of lading, the carrier is not relieved from liability for nondelivery unless it is true that the goods were loaded by the shipper and a description of them made by the shipper,⁶ nor is it relieved from liability for the loss of any goods actually delivered to and accepted by it for carriage.⁷ Similarly, when the shipper weighed the cargo, but the carrier's representative observed the weighing, and the carrier's employees supervised the loading of the goods, the carrier cannot claim it relied on the information provided by the shipper.⁸

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Footnotes

- 1 49 U.S.C.A. § 80113(b).
- 2 Mitsui & Co. v. M/V Eastern Treasure, 466 F. Supp. 391 (E.D. La. 1979).
- 3 Dublin Co. v. Ryder Truck Lines, Inc., 417 F.2d 777 (5th Cir. 1969).
- 4 Elgie & Co. v. S. S. S. A. Nederburg, 599 F.2d 1177 (2d Cir. 1979).
- 5 Zorrilla Commercial Corp. v. Ryder/P.I.E. Nationwide, Inc., 706 F. Supp. 980 (D.P.R. 1989).
- 6 Chesapeake & O. R. Co. v. State Nat. Bank of

[↑ Back to top](#)

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).

7 Dwinnell v. Duluth, S.S. & A. Ry. Co., 242 Mich. 357, 218 N.W. 649 (1928).

8 Beacon Milling Co. v. New York Cent. R. Co., 137 Misc. 865, 244 N.Y.S. 573 (Sup 1930).

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