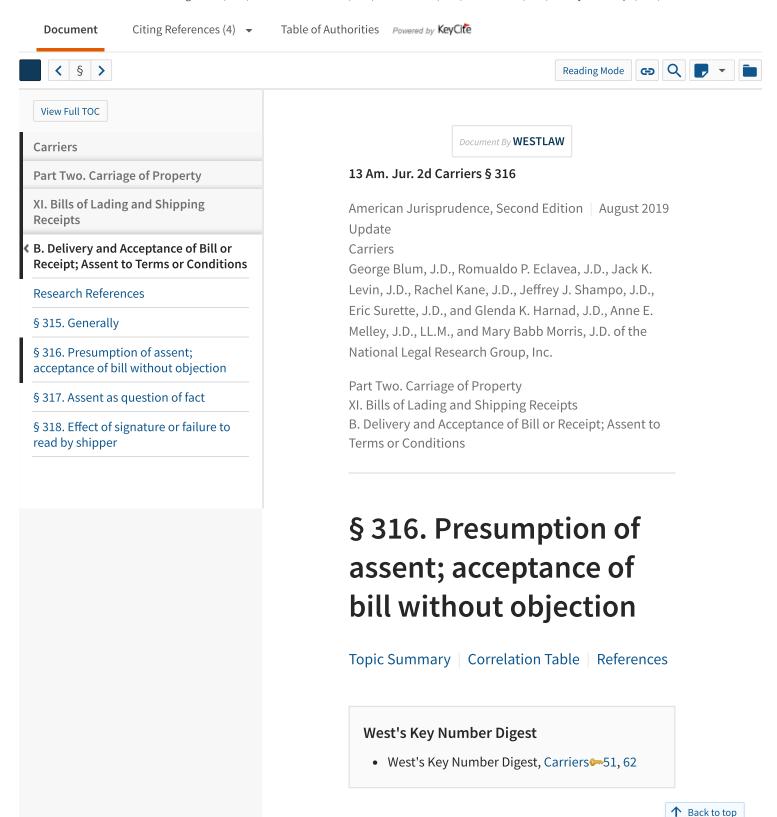
§ 316. Presumption of assent; acceptance of bill without objection

PRACTICAL LAW CONNECT

AMJUR CARRIERS § 316 • 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...



Although the courts in some jurisdictions take a contrary view with respect to the terms and conditions of a bill of lading limiting the carrier's liability, ¹ many jurisdictions hold that a shipper who receives a bill of lading without objection after an opportunity to inspect it and permits the carrier to act on it by proceeding with the shipment is presumed to have accepted it as correctly stating the contract and to have assented to its terms. ²

While a stipulation printed on the back of a receipt or bill of lading or on papers attached to it is as effective as if printed on its face, if it is shown that the consignor knew of its terms, such a stipulation located on the back of the instrument will not be deemed to have been assented to, in the absence of proof of knowledge thereof. ³ However, when a shipper accepts a receipt which states that its conditions are to be found on the back, the shipper is held to have accepted and to be bound by those conditions. ⁴

When a printed clause on the reverse side of a bill of lading is in conflict with a typed provision on the front side, the front clause controls. ⁵

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Footnotes

- Southern Express Co. v. Hanaw, 134 Ga. 445, 67 S.E. 944 (1910); Wabash R. Co. v. Thomas, 222 Ill. 337, 78 N.E. 777 (1906).
- Wells Fargo & Co. v. Neiman-Marcus Co., 227
 U.S. 469, 33 S. Ct. 267, 57 L. Ed. 600 (1913);
 Semingson v. Stockyards Nat. Bank, 162
 Minn. 424, 203 N.W. 412 (1925); Huddy v.
 Railway Exp. Agency, 181 S.C. 508, 188 S.E.
 247, 107 A.L.R. 1437 (1936).

| 3 | Michigan Cent. R. Co. v. Mineral Springs Mfg. Co., 83 U.S. 318, 21 L. Ed. 297, 1872 WL 15354 (1872). |
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| 4 | Singer v. Merchants' Despatch Transp. Co., 191 Mass. 449, 77 N.E. 882 (1906). |
| 5 | Antillean Marine Shipping Corp. v. La Universal De Seguros C. Por A., 359 So. 2d 516 (Fla. Dist. Ct. App. 3d Dist. 1978). |
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