

1916 年美國 Pomerene 載貨證券法

1916 年 8 月 29 日，1994 年修正，彙編於美國法典第 49 卷 附錄第 80101-80116 條

POMERENE BILLS OF LADING ACT, 1916

Act of August 29, 1916, Amended on 1994, 49 U. S. Code Appendix 80101-80116

1916 Pomerene Act

Sec. 80101. Definitions

In this chapter -

- (1) "consignee" means the person named in a bill of lading as the person to whom the goods are to be delivered.
- (2) "consignor" means the person named in a bill of lading as the person from whom the goods have been received for shipment.
- (3) "goods" means merchandise or personal property that has been, is being, or will be transported.
- (4) "holder" means a person having possession of, and a property right in, a bill of lading.
- (5) "order" means an order by indorsement on a bill of lading.
- (6) "purchase" includes taking by mortgage or pledge.
- (7) "State" means a State of the United States, the District of Columbia, and a territory or possession of the United States.

Sec. 80102. Application

This chapter applies to a bill of lading when the bill is issued by a common carrier for the transportation of goods -

- (1) between a place in the District of Columbia and another place in the District of Columbia;
- (2) between a place in a territory or possession of the United States and another place in the same territory or possession;
- (3) between a place in a State and a place in another State;
- (4) between a place in a State and a place in the same State through another State or a foreign country; or
- (5) from a place in a State to a place in a foreign country.

Sec. 80103. Negotiable and nonnegotiable bills

(a) Negotiable Bills. -

(1) A bill of lading is negotiable if the bill -

- (A) states that the goods are to be delivered to the order of a consignee; and
- (B) does not contain on its face an agreement with the shipper that the bill is not negotiable.

第80101條 定義

於本章：

- (1) "受貨人"係指於載貨證券載明有權受領貨物之人。
- (2) "發貨人"係指於載貨證券載明交運之貨物來自其處之人。
- (3) "貨物"係指業已或正或將為運送之商品或個人財物。
- (4) "持有人"係指持有載貨證券或對某載貨證券具有財產權利之人。
- (5) "待指定"係指載貨證券以背書方式為指定。
- (6) "購買"包括以抵押或質押方式取得。
- (7) "州"係指美國各州、哥倫比亞特區及美國屬地。

第80102條 適用

本章適用於某證券於下列情況下為運送貨物之公共運送人所簽發之載貨證券：

- (1) 於哥倫比亞特區某地及於哥倫比亞特區另一地點間；
- (2) 於美國屬地之某地及同一領域或屬地之另一地點間；
- (3) 於某州某地及於另一州某地；
- (4) 於某州某地及透過他州或外國而於同一州之另一地；或
- (5) 從某州某地至外國某地。

第80103 可轉讓及不可轉讓證券

(a) 可轉讓證券：

(1) 如某證券為下列情況，則該載貨證券即為可轉讓：

- (A) 載明貨物應交貨給經受貨人指定之人；及
- (B) 於載貨證券正面並未載明該證券不可轉讓之與託運人間協

- (2) Inserting in a negotiable bill of lading the name of a person to be notified of the arrival of the goods -
 (A) does not limit its negotiability; and
 (B) is not notice to the purchaser of the goods of a right the named person has to the goods.
- (b) Nonnegotiable Bills. -
 (1) A bill of lading is nonnegotiable if the bill states that the goods are to be delivered to a consignee. The indorsement of a nonnegotiable bill does not -
 (A) make the bill negotiable; or
 (B) give the transferee any additional right.
- (2) A common carrier issuing a nonnegotiable bill of lading must put "nonnegotiable" or "not negotiable" on the bill. This paragraph does not apply to an informal memorandum or acknowledgment.

Sec. 80104. Form and requirements for negotiation

- (a) General Rules. -
 (1) A negotiable bill of lading may be negotiated by indorsement. An indorsement may be made in blank or to a specified person. If the goods are deliverable to the order of a specified person, then the bill must be indorsed by that person.
- (2) A negotiable bill of lading may be negotiated by delivery when the common carrier, under the terms of the bill, undertakes to deliver the goods to the order of a specified person and that person or a subsequent indorsee has indorsed the bill in blank.
- (3) 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) a common carrier, under the terms of the bill, undertakes to deliver the goods to that person; or
 (B) when the bill is negotiated, it is in a form that allows it to be negotiated by delivery.
- (b) Validity Not Affected. -The validity of a negotiation of a bill of lading is not affected by the negotiation having been a breach of duty by the person making the negotiation, or by the owner of the bill having been deprived of possession by fraud, accident, mistake, duress, loss, theft, or conversion, if the person to whom the bill is negotiated, or a person to whom the bill is subsequently negotiated, gives value for the bill in good faith and without notice of the breach of duty, fraud, accident, mistake, duress, loss, theft, or conversion.
- (c) Negotiation by Seller, Mortgagor, or Pledgor to Person Without Notice. - When goods for which a negotiable bill of lading has been issued are in a common carrier's possession, and the person to whom the bill has been issued retains possession of the bill after selling, mortgaging, or pledging the goods or bill, the subsequent negotiation of the bill by that person to another person receiving the bill for value, in good faith, and without notice of the prior sale, mortgage, or pledge has the same effect as if the first purchaser of the goods or bill had expressly authorized the subsequent

- 議。
- (2) 於一可轉讓載貨證券上載明貨物到達時應受通知之人之名稱，且：
 (A) 未限制其可轉讓性；且
 (B) 無需將對該貨物擁有權利之人之名稱通知貨物之買方。
- (b) 不可轉讓證券：
 (1) 如該證券載明貨物應交付某一受貨人，則該載貨證券即為不可轉讓。不可轉讓證券之背書不應構成：
 (A) 使該證券具有轉讓性；或
 (B) 賦予該受讓人任何額外之權利。
- (2) 公共運送人簽發一不可轉讓載貨證券必須於該證券上載明「不可轉讓」或「不得轉讓」字樣。本項規定不適用於非正式協議或承認。

第80104條 轉讓之形式及要求

- (a) 通則：
 (1) 可轉讓載貨證券得以背書方式予以轉讓。背書得以空白或指定某特定人方式為之。如貨物係依某特定人之指定而為交付者，則該證券應由該人予以背書。
- (2) 於公共運送人同意將貨物交付給某特定之人所指定之人或該證券以空白背書方式所轉讓之人或後來的被背書人時，可轉讓載貨證券得依該證券條款規定，以交付方式為轉讓。
- (3) 可轉讓載貨證券得以持有該證券之人予以轉讓，而無論該人如何取得該持有，然以下列為限：
 (A) 公共運送人依證券規定，同意將貨物交付給某人；或
 (B) 於證券被轉讓時，其係容許以交付轉讓方式為之者。
- (b) 效力不受影響：載貨證券轉讓之效力，不因該轉讓之人違反轉讓之義務，或證券所有人因詐欺、意外事故、錯誤、脅迫、滅失、失竊或侵佔而喪失其持有，而受到影響，然以該證券應被轉讓之人或該證券隨後被轉讓之人可善意有償取得該證券且不知該義務違反、詐欺、意外事故、錯誤、脅迫、滅失、失竊或侵佔為限。
- (c) 賣方、抵押人或質押人轉讓給未經通知之人：於一可轉讓載貨證券所表徵之貨物為公共運送人所占有，且該證券被簽發之人於貨物或證券出售、抵押或質押後仍持有該證券者，該持有人後來轉讓該證券予另一有償善意取得該證券之人且不知先前出售、抵押或質押情事者，具有一如該貨物或證券明示授權轉讓之第一買受人般之同一效力。

negotiation.

Sec. 80106. Transfer without negotiation

- (a) Delivery and Agreement. - The holder of a bill of lading may transfer the bill without negotiating it by delivery and agreement to transfer title to the bill or to the goods represented by it. Subject to the agreement, the person to whom the bill is transferred has title to the goods against the transferor.
- (b) Compelling Indorsement. -When a negotiable bill of lading is transferred for value by delivery without being negotiated and indorsement of the transferor is essential for negotiation, the transferee may compel the transferor to indorse the bill unless a contrary intention appears. The negotiation is effective when the indorsement is made.
- (c) Effect of Notification. -
- (1) When a transferee notifies the common carrier that a nonnegotiable bill of lading has been transferred under subsection (a) of this section, the carrier is obligated directly to the transferee for any obligations the carrier owed to the transferor immediately before the notification. However, before the carrier is notified, the transferee's title to the goods and right to acquire the obligations of the carrier may be defeated by -
 - (A) garnishment, attachment, or execution on the goods by a creditor of the transferor; or
 - (B) notice to the carrier by the transferor or a purchaser from the transferor of a later purchase of the goods from the transferor.
 - (2) A common carrier has been notified under this subsection only if -
 - (A) an officer or agent of the carrier, whose actual or apparent authority includes acting on the notification, has been notified; and
 - (B) the officer or agent has had time, exercising reasonable diligence, to communicate with the agent having possession or control of the goods.

Sec. 80107. Warranties and liability

- (a) General Rule. - Unless a contrary intention appears, a person negotiating or transferring a bill of lading for value warrants that -
- (1) the bill is genuine;
 - (2) the person has the right to transfer the bill and the title to the goods described in the bill;
 - (3) the person does not know of a fact that would affect the validity or worth of the bill; and
 - (4) the goods are merchantable or fit for a particular purpose when merchantability or fitness would have been implied if the agreement of the parties had been to transfer the goods without a bill of lading.
- (b) Security for Debt. - A person holding a bill of lading as security for a debt and in good faith demanding or receiving payment of the debt from another person does not warrant by

第80106條 未經背書轉讓之移轉

- (a) 交付及協議：載貨證券持有人得不經背書轉讓，而以交付及協議方式移轉該證券及該證券所表徵之權利。於適用該協議之情況下，受讓該證券而享有貨物權利之人得對抗該讓與人。
- (b) 強迫背書：於某可轉讓載貨證券未經背書轉讓而以交付方式為有價移轉，且讓與人之背書對該讓與為必要時，除另有相反意思外，受讓人應強迫讓與人於該證券為背書。該讓與於背書完成時，生效之。
- (c) 通知之效力：
- (1) 於受讓人通知公共運送人某不可轉讓載貨證券業已依本條(a)項移轉時，運送人就其於該通知前所承負對讓與人之所有運送人義務即直接對該受讓人承負。然而於運送人接獲通知前，受讓人有關貨物之權利及請求運送人履行義務得因下列事由而不得主張：
 - (A) 讓與人之債權人針對貨物所申請之法院傳票、扣押令或執行令；或
 - (B) 讓與人或於後來從讓與人處購買貨物之買受人，通知運送人。
 - (2) 公共運送人僅於下列情況下始謂已被通知：
 - (A) 已通知實際或具表見權限(包括得代表接收該通知)之運送人管理階層人員或代理人；及
 - (B) 該管理階層人員或代理人已有時間行使合理注意，與占有或控管該貨物之代理人聯繫。

第80107條 擔保及責任

- (a) 通則：除另有相反意思表示外，有償轉讓或移轉某載貨證券之人應擔保：
- (1) 該證券為真實；
 - (2) 其有權移轉該證券且擁有該證券所載貨物之權利；
 - (3) 其不知任何會影響該證券效力或價值之事實；及
 - (4) 如當事人間協議無須以載貨證券作為貨物之移轉，且默示有商品能力或適當性時，該貨物為商品且適合為特定用途。
- (b) 債務擔保：證券作為債務擔保且為善意取得或從他人收取債務清償而持有載貨證券之人，不因此被要求擔保：

the demand or receipt -

- (1) the genuineness of the bill; or
 - (2) the quantity or quality of the goods described in the bill.
- (c) Duplicates. - A common carrier issuing a bill of lading, on the face of which is the word "duplicate" or another word indicating that the bill is not an original bill, is liable the same as a person that represents and warrants that the bill is an accurate copy of an original bill properly issued. The carrier is not otherwise liable under the bill.
- (d) Indorser Liability. - Indorsement of a bill of lading does not make the indorser liable for failure of the common carrier or a previous indorser to fulfill its obligations.

- (1) 該證券之真實性；或
- (2) 該證券上所載之貨物數量或品質。

- (c) 副本：公共運送人簽發載貨證券時，於其上標明“副本”或其他表明該證券並非正本之用語，應同樣對該證券所代表之人擔保該證券為正本證券之正確副本。除此之外，運送人無須對該副本證券負責。
- (d) 背書人責任：載貨證券之背書不因使背書人負責公共運送人或該證券先前的背書人疏於履行其義務之責任。

Sec. 80108. Alterations and additions

An alteration or addition to a bill of lading after its issuance by a common carrier, without authorization from the carrier in writing or noted on the bill, is void. However, the original terms of the bill are enforceable.

第80108條 修改及增列

載貨證券於公共運送人簽發後如有任何修改或增列，未經運送人授權或於該證券上載明，應屬無效。然該證券原本條款仍具執行力。

Sec. 80109. Liens under negotiable bills

A common carrier issuing a negotiable bill of lading has a lien on the goods covered by the bill for -

- (1) charges for storage, transportation, and delivery (including demurrage and terminal charges), and expenses necessary to preserve the goods or incidental to transporting the goods after the date of the bill; and
- (2) other charges for which the bill expressly specifies a lien is claimed to the extent the charges are allowed by law and the agreement between the consignor and carrier.

第80109條 可轉讓證券之留置

簽發一可轉讓載貨證券之公共運送人，於下列情況下，對該證券所表彰之貨物具有留置權：

- (1) 儲存、運輸及交貨費用(包括延滯費及航站費用)及為保存貨物或於該證券簽發日後為運送該貨物連帶所需之費用；及
- (2) 該證券明示載明留置權可主張之哪些費用項目，然以該費用為依法或依發貨人及運送人間之協議可請求者為限。

Sec. 80110. Duty to deliver goods

(a) General Rules. - Except to the extent a common carrier establishes an excuse provided by law, the carrier must deliver goods covered by a bill of lading on demand of the consignee named in a nonnegotiable bill or the holder of a negotiable bill for the goods when the consignee or holder -

- (1) offers in good faith to satisfy the lien of the carrier on the goods;
 - (2) has possession of the bill and, if a negotiable bill, offers to indorse and give the bill to the carrier; and
 - (3) agrees to sign, on delivery of the goods, a receipt for delivery if requested by the carrier.
- (b) Persons to Whom Goods May Be Delivered. - Subject to section 80111 of this title, a common carrier may deliver the goods covered by a bill of lading to -
- (1) a person entitled to their possession;
 - (2) the consignee named in a nonnegotiable bill; or
 - (3) a person in possession of a negotiable bill if -
 - (A) the goods are deliverable to the order of that person;or

第80110條 受領貨物之義務

(a) 通則：除公共運送人依法得予免除且就免除之範圍外，一經不可轉讓證券所載受貨人或可轉讓證券之持有人之請求，運送人應將載貨證券所表徵之貨物為交付，然以該受貨人或持有人：

- (1) 善意提供滿足運送人留置該貨物之所需；
 - (2) 持有該證券，且如為可轉讓證券，提出背書且將該證券提示給運送人；
 - (3) 於受領貨物時，經運送人請求，同意簽署受領收據。
- (b) 貨物應予以交付之人：於適用本篇第80111條之情況下，公共運送人得將某載貨證券所表徵之貨物交付給：
- (1) 有權占有之人；
 - (2) 不可轉讓證券所載之受貨人；或
 - (3) 下列之可轉讓證券之持有人：
 - (A) 貨物應交付該該人所指定之人；或

- (B) the bill has been indorsed to that person or in blank by the consignee or another indorsee.
- (c) Common Carrier Claims of Title and Possession. - A claim by a common carrier that the carrier has title to goods or right to their possession is an excuse for nondelivery of the goods only if the title or right is derived from -
- (1) a transfer made by the consignor or consignee after the shipment; or
 - (2) the carrier's lien.
- (d) Adverse Claims. - If a person other than the consignee or the person in possession of a bill of lading claims title to or possession of goods and the common carrier knows of the claim, the carrier is not required to deliver the goods to any claimant until the carrier has had a reasonable time to decide the validity of the adverse claim or to bring a civil action to require all claimants to interplead.
- (e) Interpleader. - If at least 2 persons claim title to or possession of the goods, the common carrier may -
- (1) bring a civil action to interplead all known claimants to the goods; or
 - (2) require those claimants to interplead as a defense in an action brought against the carrier for nondelivery.
- (f) Third Person Claims Not a Defense. - Except as provided in subsections (b), (d), and (e) of this section, title or a right of a third person is not a defense to an action brought by the consignee of a nonnegotiable bill of lading or by the holder of a negotiable bill against the common carrier for failure to deliver the goods on demand unless enforced by legal process.

Sec. 80111. Liability for delivery of goods

- (a) General Rules. - A common carrier is liable for damages to a person having title to, or right to possession of, goods when -
- (1) the carrier delivers the goods to a person not entitled to their possession unless the delivery is authorized under section 80110(b)(2) or (3) of this title;
 - (2) the carrier makes a delivery under section 80110(b)(2) or (3) of this title after being requested by or for a person having title to, or right to possession of, the goods not to make the delivery; or
 - (3) at the time of delivery under section 80110(b)(2) or (3) of this title, the carrier has information it is delivering the goods to a person not entitled to their possession.
- (b) Effectiveness of Request or Information. - A request or information is effective under subsection (a)(2) or (3) of this section only if -
- (1) an officer or agent of the carrier, whose actual or apparent authority includes acting on the request or information, has been given the request or information; and
 - (2) the officer or agent has had time, exercising reasonable diligence, to stop delivery of the goods.
- (c) Failure To Take and Cancel Bills. - Except as provided in

- (B) 該證券業已背書轉給該人或受貨人或另依被背書人為空白背書。
- (c) 公共運送人所有權及占有之求償：公共運送人主張該公共運送人擁有該貨物之所有權或占有權，僅於該所有權或權利係來自下列事項時，始可作為貨物無法交貨藉口：
- (1) 發貨人或裝貨後之受貨人所為之轉讓；或
 - (2) 運送人留置權行使。
- (d) 相反主張：如除受貨人或持有該載貨證券之人以外之人主張該貨物之所有權或占有權，且公共運送人知曉該主張，於運送人有合理時間確認該相反主張之有效性或將其訴諸民事訴訟要求所有請求權人為交互訴訟前，不得要求運送人將貨物交付給任何請求權人。
- (e) 交互訴訟：如有至少二人以上之人主張貨物之所有權或占有權，該公共運送人得：
- (1) 提起民事訴訟，要求所有已知之貨物請求權人為交互訴訟；
 - (2) 或要求這些請求權人於針對該運送人所提起之未能交付之訴訟程序中，以交互訴訟作為抗辯。
- (f) 第三人主張不得作為抗辯：除本條第(b)、(d)及(e)項規定外，第三人之所有權或權利不得作為一不可轉讓載貨證券之受貨人或可轉讓載貨證券之持有人向該公共運送人所提起有關未能經請求而交付貨物(除法律程序強制者除外)之訴訟中，作為抗辯理由。

第80111條 貨物受領之責任

- (a) 一般規則：公共運送人應負責下列情況對擁有貨物所有權或占有權之人之損害：
- (1) 運送人將貨物交付給無權擁有該貨物之人，然該交付係依本章第80110條(b)項(2)或(3)款所授權者除外；
 - (2) 應有權或擁有貨物所有權或占有權而未提貨之人之請求後，運送人依本章第80110條(b)項(2)或(3)款為交貨；或
 - (3) 依本章第80110條(b)項(2)或(3)款為交貨時，運送人有訊息得知其所交貨之對象並非有權占有之人。
- (b) 請求或訊息之有效性：僅於下列情況下，依本條(a)項(2)或(3)款之請求或訊息始具效力：
- (1) 具有包括應請求或訊息在內之實際或表見權限運送人之管理階層人員或代理人，收到該請求或訊息時；且
 - (2) 該管理階層人員或代理人已有時間為合理注意，以阻止貨物之交付。
- (c) 疏於收繳及消除證券：除本條(d)項另有

subsection (d) of this section, if a common carrier delivers goods for which a negotiable bill of lading has been issued without taking and canceling the bill, the carrier is liable for damages for failure to deliver the goods to a person purchasing the bill for value in good faith whether the purchase was before or after delivery and even when delivery was made to the person entitled to the goods. The carrier also is liable under this paragraph if part of the goods are delivered without taking and canceling the bill or plainly noting on the bill that a partial delivery was made and generally describing the goods or the remaining goods kept by the carrier.

- (d) Exceptions to Liability. - A common carrier is not liable for failure to deliver goods to the consignee or owner of the goods or a holder of the bill if -
- (1) a delivery described in subsection (c) of this section was compelled by legal process;
 - (2) the goods have been sold lawfully to satisfy the carrier's lien;
 - (3) the goods have not been claimed; or
 - (4) the goods are perishable or hazardous.

Sec. 80112. Liability under negotiable bills issued in parts, sets, or duplicates

- (a) Parts and Sets. - 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. A common carrier issuing a bill in violation of this subsection 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.
- (b) Duplicates. - When at least 2 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. A common carrier violating this subsection 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.

Sec. 80113. Liability for nonreceipt, misdescription, and improper loading

- (a) Liability for Nonreceipt and Misdescription. - Except as provided in this section, a common carrier issuing a bill of lading is liable for damages caused by nonreceipt by the carrier of any part of the goods by the date shown in the bill or by failure of the goods to correspond with the description contained in the bill. The carrier is liable to the owner of goods transported under a nonnegotiable bill (subject to the right of stoppage in transit) or to the holder of a negotiable bill if the owner or holder gave value in good faith relying on the description of the goods in the bill or on the shipment

規定外，如於簽發可轉讓載貨證券的場合，公共運送人未收繳或消除證券而交付貨物者，運送人應負責未能交貨給有價善意購買該證券之損害，無論該買賣係於交貨之前或之後，或係交付給有權主張貨物權利之人。如未收繳及消除證券而將部分貨物為交付，或於該證券上明白註記已為部分交貨且載明貨物或剩餘貨物仍為運送人所持有之運送人，仍應依本項規定負責。

- (d) 免責：於下列情況下，公共運送人無須負責貨物未交付給受貨人或貨物所有權人或證券持有人：
- (1) 本條(c)項所規定之交貨係法律程序所強迫者；
 - (2) 為滿足運送人的留置權，貨物業已依法出售者；
 - (3) 無人出面主張貨物；或
 - (4) 貨物具易腐性或危險性。

第 80112 條 可轉讓證券以分套、整套或副本簽發之責任

- (a) 分套及整套：於某州為運送貨物至其他 48 州或哥倫比亞特別行政區之地點而簽發可轉讓載貨證券時，不得以分套或整套方式簽發。公共運送人簽發證券違反本項規定者，應負責善意買方無法有價受領貨物之一部所致生之損害，既使該買賣係發生於運送人業將該貨物交付給其他套之持有人亦同。
- (b) 副本：於某州為運送貨物至其他 48 州或哥倫比亞特別行政區之地點而簽發至少二份可轉讓載貨證券時，「副本」乙詞或能標明該證券並非正本之其他用語必須於正本外之每一證券上明白標示出。公共運送人簽發證券違反本項規定者，應負責誤認其為正本證券之善意買方所致生之損害，既使該買賣係發生於運送人業將該貨物交付給其他套之持有人亦同。

第 80113 條 未交貨、不實聲明及不當裝載之責任

- (a) 未交貨及不實聲明之責任：除本條另有規定外，簽發載貨證券之公共運送人應負責運送人於該證券上所載日期未接收貨物之任何部分或所收到之貨物與該證券所載內容不相符合所致生之責任。運送人應對不可轉讓證券(應適用運送中斷之權利)所運載貨物之所有人或可轉讓證券之持有人負責，然以該所有人或持有人善意信賴該證券上之貨品陳述或於該證券上所載日期裝運者為限。

being made on the date shown in the bill.

- (b) Nonliability of Carriers. - A common carrier issuing a bill of lading is not liable under subsection (a) of this section -
- (1) when the goods are loaded by the shipper;
 - (2) when the bill -
 - (A) describes the goods in terms of marks or labels, or in a statement about kind, quantity, or condition; or
 - (B) is qualified by "contents or condition of contents of packages unknown", "said to contain", "shipper's weight, load, and count", or words of the same meaning; and
 - (3) to the extent the carrier does not know whether any part of the goods were received or conform to the description.
- (c) Liability for Improper Loading. - A common carrier issuing a bill of lading is not liable for damages caused by improper loading if -
- (1) the shipper loads the goods; and
 - (2) the bill contains the words "shipper's weight, load, and count", or words of the same meaning indicating the shipper loaded the goods.
- (d) Carrier's Duty To Determine Kind, Quantity, and Number. -
- (1) When bulk freight is loaded by a shipper that makes available to the common carrier adequate facilities for weighing the freight, the carrier must determine the kind and quantity of the freight within a reasonable time after receiving the written request of the shipper to make the determination. In that situation, inserting the words "shipper's weight" or words of the same meaning in the bill of lading has no effect.
 - (2) When goods are loaded by a common carrier, the carrier must count the packages of goods, if package freight, and determine the kind and quantity, if bulk freight. In that situation, inserting in the bill of lading or in a notice, receipt, contract, rule, or tariff, the words "shipper's weight, load, and count" or words indicating that the shipper described and loaded the goods, has no effect except for freight concealed by packages.
- (b) 運送人免責：簽發載貨證券之公共運送人依本條(a)項規定無需負責下列情況：
- (1) 貨物為託運人所裝載時；
 - (2) 於該證券：
 - (A) 載明貨物項目之唛頭或標誌、或載明其種類、數量或品質；或
 - (B) 註明“包裝內容或情狀不知”、“據稱含”、“託運人自稱重、自裝及自計”或類似意義之用語；且
 - (3) 就運送人不知是否貨物任何部分是否已收到或符合該陳述者。
- (c) 不當裝載之責任：簽發載貨證券之公共運送人不負責下列事項之不當裝載所發生之損害：
- (1) 託運人自己裝載貨物；及
 - (2) 該證券載明“託運人自稱重、自裝及自計”或指明託運人裝載該貨物類似意義之用語。
- (d) 運送人判定種類、數量及件數之義務：
- (1) 如為託運人所裝載之散裝貨物，而公共運送人有適當裝備可對該貨物為稱重者，運送人必須於收訖託運人書面請求為該認定後之一合理期間內認定該貨物之種類及數量。於此情況下，於載貨證券上載明“託運人自稱重”或類似意涵之用語，概屬無效。
 - (2) 貨物為公共運送人所裝載時，如為件貨，運送人應點數貨物之件數，如為散裝貨物，應認定其種類及數量。於此情況，於載貨證券或於任何通知、收據、契約、規則或費率表上，記載“託運人自稱重、自裝及自計”或其他意在表示託運人所聲明及裝載貨物之用語，除包裝所掩蓋之貨物外，應不具效力。

Sec. 80114. Lost, stolen, and destroyed negotiable bills

第80114條 可轉讓證券之滅失、失竊或毀損

- (a) Delivery on Court Order and Surety Bond. - If a negotiable bill of lading is lost, stolen, or destroyed, a court of competent jurisdiction may order the common carrier to deliver the goods if the person claiming the goods gives a surety bond, in an amount approved by the court, to indemnify the carrier or a person injured by delivery against liability under the outstanding original bill. The court also may order payment of reasonable costs and attorney's fees to the carrier. A voluntary surety bond, without court order, is binding on the parties to the bond.
- (b) Liability to Holder. - Delivery of goods under a court order under subsection (a) of this section does not relieve a common carrier from liability to a person to whom the negotiable bill has been or is negotiated for value without
- (a) 依法院裁定及保證金而交貨：於可轉讓載貨證券滅失、失竊或毀損時，於主張貨物權利之人提供法院所同意之保證金額，以補償運送人或任何人因該不明正本證券所致生之交貨責任時，具適當管轄權之法院得判令公共運送人為貨物之交付。法院亦得要求支付一合理訴訟成本及律師費用給運送人。一無法院命令所出具之自願保證金，拘束該保證金之相關當事人。
- (b) 對持有人之責任：貨物依本條(a)項之法院命令而交付者，不應免除公共運送人對該可轉讓證券已有償轉讓或正轉讓之不知法院訴訟或貨物交付之人之責任。

notice of the court proceeding or of the delivery of the goods.

Sec. 80115. Limitation on use of judicial process to obtain possession of goods from common carriers

- (a) Attachment and Levy. - Except when a negotiable bill of lading was issued originally on delivery of goods by a person that did not have the power to dispose of the goods, goods in the possession of a common carrier for which a negotiable bill has been issued may be attached through judicial process or levied on in execution of a judgment only if the bill is surrendered to the carrier or its negotiation is enjoined.
- (b) Delivery. - A common carrier may be compelled by judicial process to deliver goods under subsection (a) of this section only when the bill is surrendered to the carrier or impounded by the court.

Sec. 80116. Criminal penalty

A person shall be fined under title 18, imprisoned for not more than 5 years, or both, if the person -

- (1) violates this chapter with intent to defraud; or
- (2) knowingly or with intent to defraud -
 - (A) falsely makes, alters, or copies a bill of lading subject to this chapter;
 - (B) utters, publishes, or issues a falsely made, altered, or copied bill subject to this chapter; or
 - (C) negotiates or transfers for value a bill containing a false statement.

第80115條 運用司法程序向公共運送人取得貨物所有權之時效

- (a) 查封及扣押：除可轉讓載貨證券原先貨物所應受領之人無權處置該貨物外，公共運送人占有中屬某已簽發可轉讓證券所表徵之貨物，僅於該證券已繳還給運送人或其已加入背書，否則僅能透過司法程序或法院強制執行為之。
- (b) 交貨：依本條(a)項規定之司法程序命公共運送人貨物，僅於該證券已繳還給運送人或提存於法院始得為之。

第80116條 刑事處罰

任何人違犯下列情事者，處第18篇之罰金或不超過五年之徒刑：

- (1) 故意違犯本章之規定；或
- (2) 知情或意圖違反下列：
 - (A) 偽造、變造或複製本章所規定之載貨證券；
 - (B) 使用、出版或簽發偽造、變造或複製本章所規定之載貨證券；或
 - (C) 以一載有虛偽記載之證券為有價轉讓或移轉。