

MAINE STATE LEGISLATURE

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PART 5

**WAREHOUSE RECEIPTS AND BILLS OF
LADING: NEGOTIATION AND
TRANSFER**

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§ 7-501. Form of negotiation and requirements of "due negotiation"

(1) A negotiable document of title running to the order of a named person is negotiated by his indorsement and delivery. After his indorsement in blank or to bearer any person can negotiate it by delivery alone.

(2)

(a) A negotiable document of title is also negotiated by delivery alone when by its original terms it runs to bearer.

(b) When a document running to the order of a named person is delivered to him, the effect is the same as if the document had been negotiated.

(3) Negotiation of a negotiable document of title after it has been indorsed to a specified person requires indorsement by the special indorsee as well as delivery.

(4) A negotiable document of title is "duly negotiated" when it is negotiated in the manner stated in this section to a holder who purchases it in good faith without notice of any defense against or claim to it on the part of any person and for value, unless it is established that the negotiation is not in the regular course of business or financing or involves receiving the document in settlement or payment of a money obligation.

(5) Indorsement of a nonnegotiable document neither makes it negotiable nor adds to the transferee's rights.

(6) The naming in a negotiable bill of a person to be notified of the arrival of the goods does not limit the negotiability of the bill nor constitute notice to a purchaser thereof of any interest of such person in the goods.

1963, c. 362, § 1.

§ 7-502. Rights acquired by due negotiation

(1) Subject to section 7-503 and to the provisions of section 7-205 on fungible goods, a holder to whom a negotiable document of title has been duly negotiated acquires thereby:

(a) Title to the document;

(b) Title to the goods;

(c) All rights accruing under the law of agency or estoppel, including rights to goods delivered to the bailee after the document was issued; and

(d) The direct obligation of the issuer to hold or deliver the goods according to the terms of the document free of any defense or claim by him, except those arising under the terms of the document or under this Article. In the case of a delivery order, the bailee's obligation accrues only upon acceptance and the obligation acquired by the holder is that the issuer and any indorser will procure the acceptance of the bailee.

(2) Subject to section 7-503, title and rights so acquired are not defeated by any stoppage of the goods represented by the document or by surrender of such goods by the bailee, and are not impaired even though the negotiation or any prior negotiation constituted a breach of duty or even though any person has been deprived of possession of the document by misrepresentation, fraud, accident, mistake, duress, loss, theft or conversion, or even though a previous sale or other transfer of the goods or documents has been made to a third person.

1963, c. 362, § 1.

§ 7-503. Document of title to goods defeated in certain cases

(1) A document of title confers no right in goods against a person who before issuance of the document had a legal interest or a perfected security interest in them and who neither

(a) Delivered or entrusted them or any document of title covering them to the bailor or his nominee with actual or apparent authority to ship, store or sell or with power to obtain delivery under this Article (section 7-403) or with power of disposition under this Title (sections 2-403 and 9-307) or other statute or rule of law; nor

(b) Acquiesced in the procurement by the bailor or his nominee of any document of title.

(2) Title to goods based upon an unaccepted delivery order is subject to the rights of anyone to whom a negotiable warehouse receipt or bill of lading covering the goods has been duly negotiated. Such a title may be defeated under section 7-504 to the same extent as the rights of the issuer or a transferee from the issuer.

(3) Title to goods based upon a bill of lading issued to a freight forwarder is subject to the rights of anyone to whom a bill issued by the freight forwarder is duly negotiated; but delivery by the carrier in accordance with part 4 of this Article pursuant to its own bill of lading discharges the carrier's obligation to deliver.

1963, c. 362, § 1.

§ 7-504. Rights acquired in the absence of due negotiation; effect of diversion; seller's stoppage of delivery

(1) A transferee of a document, whether negotiable or non-negotiable, to whom the document has been delivered but not duly negotiated, acquires the title and rights which his transferor had or had actual authority to convey.

(2) In the case of a nonnegotiable document, until but not after the bailee receives notification of the transfer, the rights of the transferee may be defeated

(a) By those creditors of the transferor who could treat the sale as void under section 2-402; or

(b) By a buyer from the transferor in ordinary course of business, if the bailee has delivered the goods to the buyer or received notification of his rights; or

(c) As against the bailee by good faith dealings of the bailee with the transferor.

(3) A diversion or other change of shipping instructions by the consignor in a nonnegotiable bill of lading which causes the

bailee not to deliver to the consignee defeats the consignee's title to the goods, if they have been delivered to a buyer in ordinary course of business, and in any event defeats the consignee's rights against the bailee.

(4) Delivery pursuant to a nonnegotiable document may be stopped by a seller under section 2-705, and subject to the requirement of due notification there provided. A bailee honoring the seller's instructions is entitled to be indemnified by the seller against any resulting loss or expense.

1963, c. 362, § 1.

§ 7-505. Indorser not a guarantor for other parties

The indorsement of a document of title issued by a bailee does not make the indorser liable for any default by the bailee or by previous indorsers.

1963, c. 362, § 1.

§ 7-506. Delivery without indorsement; right to compel indorsement

The transferee of a negotiable document of title has a specifically enforceable right to have his transferor supply any necessary indorsement, but the transfer becomes a negotiation only as of the time the indorsement is supplied.

1963, c. 362, § 1.

§ 7-507. Warranties on negotiation or transfer of receipt or bill

Where a person negotiates or transfers a document of title for value otherwise than as a mere intermediary under section 7-508, then unless otherwise agreed he warrants to his immediate purchaser only in addition to any warranty made in selling the goods

(1) That the document is genuine; and

(2) That he has no knowledge of any fact which would impair its validity or worth; and

(3) That his negotiation or transfer is rightful and fully effective with respect to the title to the document and the goods its represents.

1963, c. 362, § 1.

§ 7-508. Warranties of collecting bank as to documents

A collecting bank or other intermediary known to be entrusted with documents on behalf of another or with collection of a draft or other claim against delivery of documents warrants by such delivery of the documents only its own good faith and authority. This rule applies even though the intermediary has purchased or made advances against the claim or draft to be collected.

1963, c. 362, § 1.

§ 7-509. Receipt or bill; when adequate compliance with commercial contract

The question whether a document is adequate to fulfill the obligations of a contract for sale or the conditions of a credit is governed by the Articles on sales (Article 2) and on letters of credit (Article 5).

1963, c. 362, § 1.