

C. A readiness and willingness to sign, when the goods are delivered, an acknowledgment that they have been delivered, if such signature is requested by the carrier.

In case the carrier refuses or fails to deliver the goods in compliance with a demand by the consignee or holder so accompanied, the burden shall be upon the carrier to establish the existence of a lawful excuse for such refusal or failure.

1910, ch. 336, sec. 12 (p. 36).

12. A carrier is justified, subject to the provisions of the three following sections, in delivering goods to one who is:

A. A person lawfully entitled to the possession of the goods; or

B. The consignee named in a non-negotiable bill for the goods; or

C. A person in possession of a negotiable bill for the goods by the terms of which the goods are deliverable to his order, or which has been endorsed to him, or in blank, by the consignee, or by the mediate or immediate indorsee of the consignee.

1910, ch. 336, sec. 13 (p. 36).

13. Where a carrier delivers goods to one who is not lawfully entitled to the possession of them, the carrier shall be liable to any one having a right of property or possession in the goods, if he delivered the goods otherwise than as authorized by subdivisions (*b*) and (*c*) of the preceding section; and, though he delivered the goods as authorized by either of said subdivisions, he shall be so liable if prior to such delivery he—

A. Had been requested by or on behalf of a person having a right of property or possession in the goods, not to make such delivery; or

B. Had information at the time of the delivery that it was to a person not lawfully entitled to the possession of the goods.

A request or information to be effective within the meaning of this section must be given to an officer or agent of the carrier the actual or apparent scope of whose duties includes action upon such a request or information, and must be given in time to enable the officer or agent to whom it is given, acting with reasonable diligence, to stop delivery of the goods.

1910, ch. 336, sec. 14 (p. 36).

14. Except as provided in section 27, and except when compelled by legal process, if a carrier delivers goods for which a negotiable bill has been issued, the negotiation of which would transfer the right to the possession of the goods, and fails to take up and cancel the bill, such carrier shall be liable for failure to deliver the goods to any one who for value and in good faith purchases such bill, whether such purchaser acquired title to the bill before or after the delivery of the goods by the carrier, and notwithstanding delivery was made to the person entitled thereto.