

unless such title or right is derived, directly or indirectly, from a transfer made by the consignor or consignee after the shipment, or from the carrier's lien.

1910, ch. 336, sec. 20 (p. 38).

20. If more than one person claims the title or possession of goods, the carrier may require all known claimants to interplead, either as a defense to an action brought against him for non-delivery of the goods, or as an original suit, whichever is appropriate.

1910, ch. 336, sec. 21 (p. 38).

21. If some other than the consignee or person in possession of the bill has a claim to the title or possession of the goods, and the carrier has information of such claim, the carrier shall be excused from liability for refusing to deliver the goods either to the consignee or person in possession of the bill, or to the adverse claimant, until the carrier has had a reasonable time to ascertain the validity of the adverse claim or to bring legal proceedings to compel all claimants to interplead.

1910, ch. 336, sec. 22 (p. 38).

22. Except as provided in the two preceding sections and in section 12, no right or title of a third person, unless enforced by legal process, shall be a defense to an action brought by the consignee of a non-negotiable bill or by the holder of a negotiable bill against the carrier for failure to deliver the goods on demand.

1910, ch. 336, sec. 23 (p. 38).

23. If a bill of lading has been issued by a carrier, or on his behalf by an agent or employee, the scope of whose actual or apparent authority includes the issuing of bills of lading, the carrier shall be liable to—

A. The consignee named in a non-negotiable bill; or

B. The holder of a negotiable bill,

Who has given value in good faith, relying upon the description therein of the goods, for damages caused by the non-receipt by the carrier, or a connecting carrier, of all or part of the goods, or their failure to correspond with the description thereof in the bill at the time of its issue.

If, however, the goods are described in a bill merely by a statement of marks or labels upon them or upon packages containing them, or by a statement that the goods are said to be goods of a certain kind or quantity, or in a certain condition, or it is stated in the bill that packages are said to contain goods of a certain kind or quantity, or in a certain condition, or that the contents or condition of the contents of packages are unknown, or words of like import are contained in the bill, such statements, if true, shall not make liable the carrier issuing the bill, although the goods are not of the kind or quantity, or in the condition which the marks or labels upon them indicate, or of the kind or quantity or in the condition they were said to be by the con-