

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 consignor. The carrier may also, by inserting in the bill the words "shipper's load and count," or other words of like purport, indicate that the goods were loaded by the shipper, and the description of them made by him; and if such statement be true, the carrier shall not be liable for damages caused by the improper loading or by the non-receipt or by the misdescription of the goods described in the bill.

An. Code, 1924, sec. 24. 1912, sec. 24. 1910, ch. 336, sec. 24 (p. 39).

24. If goods are delivered to a carrier by the owner or by a person whose act in conveying the title to them to a purchaser for value in good faith would bind the owner and a negotiable bill is issued for them, they can not thereafter, while in the possession of the carrier, be attached by garnishment or otherwise, or be levied upon under an execution, unless the bill be first surrendered to the carrier or its negotiation enjoined. The carrier shall in no such case be compelled to deliver the actual possession of the goods until the bill is surrendered to him or impounded by the court.

See art. 83, sec. 57.

An. Code, 1924, sec. 25. 1912, sec. 25. 1910, ch. 336, sec. 25 (p. 39).

25. A creditor whose debtor is the owner of a negotiable bill shall be entitled to such aid from courts of appropriate jurisdiction by injunction and otherwise in attaching such bill, or in satisfying the claim by means thereof, as is allowed at law or in equity in regard to property which can not readily be attached or levied upon by ordinary legal process.

See art. 83, sec. 58.

An. Code, 1924, sec. 26. 1912, sec. 26. 1910, ch. 336, sec. 26 (p. 39).

26. (Negotiable Bill Must State Charges for Which Lien Is Claimed). If a negotiable bill is issued the carrier shall have no lien on the goods therein mentioned, except for charges on those goods for freight, storage, demurrage and terminal charges, and expenses necessary for the preservation of the goods or incident to their transportation subsequent to the date of the bill, unless the bill expressly enumerates other charges for which a lien is claimed. In such case there shall also be a lien for the charges enumerated, so far as they are allowed by law and the contract between the consignor and the carrier.