

is liable for damages caused by his overissue or failure to identify a duplicate document as such by conspicuous notation on its face.

7—403. *Obligation of Warehouseman or Carrier to Deliver; Excuse.*

(1) *The bailee must deliver the goods to a person entitled under the document who complies with subsections (2) and (3), unless and to the extent that the bailee establishes any of the following:*

(a) *delivery of the goods to a person whose receipt was rightful as against the claimant;*

(b) *damage to or delay, loss or destruction of the goods for which the bailee is not liable, , BUT THE BURDEN OF ESTABLISHING NEGLIGENCE IN SUCH CASES IS ON THE PERSON ENTITLED UNDER THE DOCUMENT.*

(c) *previous sale or other disposition of the goods in lawful enforcement of a lien or on warehouseman's lawful termination of storage;*

(d) *the exercise by a seller of his right to stop delivery pursuant to the provisions of the Sub-title on Sales (Section 2—705);*

(e) *a diversion, reconsignment or other disposition pursuant to the provisions of this Sub-title (Section 7—303) or tariff regulating such right;*

(f) *release, satisfaction or any other fact affording a personal defense against the claimant;*

(g) *any other lawful excuse.*

(2) *A person claiming goods covered by a document of title must satisfy the bailee's lien where the bailee so requests or where the bailee is prohibited by law from delivering the goods until the charges are paid.*

(3) *Unless the person claiming is one against whom the document confers no right under Section 7—503 (1), he must surrender for cancellation or notation of partial deliveries any outstanding negotiable document covering the goods, and the bailee must cancel the the document or conspicuously note the partial delivery thereon or be liable to any person to whom the document is duly negotiated.*

(4) *"Person entitled under the document" means holder in the case of a negotiable document, or the person to whom delivery is to be made by the terms of or pursuant to written instructions under a non-negotiable document.*

7—404. *No Liability for Good Faith Delivery Pursuant to Receipt or Bill.*

*A bailee who in good faith including observance of reasonable commercial standards has received goods and delivered or otherwise disposed of them according to the terms of the document of title or pursuant to this Sub-title is not liable therefor. This rule applies even though the person from whom he received the goods had no authority to procure the document or to dispose of the goods and even though the person to whom he delivered the goods had no authority to receive them.*