

*Part 5**Warehouse Receipts and Bills of Lading:**Negotiation and Transfer**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 non-negotiable 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.*

*7—502. Rights Acquired by Due Negotiation.*

(1) *Subject to the following section 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 Sub-title. 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.*