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CIVIL CODE - CIV

DIVISION 3. OBLIGATIONS [1427 - 3273.69] (*Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.*)

PART 4. OBLIGATIONS ARISING FROM PARTICULAR TRANSACTIONS [1738 - 3273.69] (*Part 4 enacted 1872.*)

TITLE 7. CARRIAGE [2085 - 2218] (*Title 7 enacted 1872.*)

CHAPTER 3. Carriage of Property [2110 - 2144] (*Chapter 3 enacted 1872.*)

ARTICLE 4. Freightage [2136 - 2144] (*Article 4 enacted 1872.*)

[2136.](#) A carrier may require his freightage to be paid upon his receiving the freight; but if he does not demand it then, he cannot until he is ready to deliver the freight to the consignee.

(Enacted 1872.)

[2137.](#) The consignor of freight is presumed to be liable for the freightage, but if the contract between him and the carrier provides that the consignee shall pay it, and the carrier allows the consignee to take the freight, he cannot afterwards recover the freightage from the consignor.

(Enacted 1872.)

[2138.](#) The consignee of freight is liable for the freightage, if he accepts the freight with notice of the intention of the consignor that he should pay it.

(Enacted 1872.)

[2139.](#) No freightage can be charged upon the natural increase of freight.

(Enacted 1872.)

[2140.](#) If freightage is apportioned by a bill of lading or other contract made between a consignor and carrier, the carrier is entitled to payment, according to the apportionment, for so much as he delivers.

(Enacted 1872.)

[2141.](#) If a part of the freight is accepted by a consignee, without a specific objection that the rest is not delivered, the freightage must be apportioned and paid as to that part, though not apportioned in the original contract.

(Enacted 1872.)

[2142.](#) If a consignee voluntarily receives freight at a place short of the one appointed for delivery, the carrier is entitled to a just proportion of the freightage, according to distance. If the carrier, being ready and willing, offers to complete the transit, he is entitled to the full freightage. If he does not thus offer completion, and the consignee receives the freight only from necessity, the carrier is not entitled to any freightage.

(Enacted 1872.)

[2143.](#) If freight is carried further, or more expeditiously, than was agreed upon by the parties, the carrier is not entitled to additional compensation, and cannot refuse to deliver it, on the demand of the consignee, at the place and time of its arrival.

(Enacted 1872.)

[2144.](#) A carrier has a lien for (a) freightage and for services rendered at request of shipper or consignee in and about the transportation of the property, (b) care and preservation of the property, (c) money advanced at request of shipper or consignee to

discharge a prior lien, and (d), subject to the limitations specified in Section 3051.6, any fines, penalties, costs, expenses, and interest arising from the provision of false or erroneous certifications of gross cargo weight as required by Section 508 of Title 49 of the United States Code. The carrier's rights to this lien are regulated by the title on liens.

(Amended by Stats. 1993, Ch. 757, Sec. 1. Effective January 1, 1994.)