

By Senator Wise

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1 A bill to be entitled
2 An act relating to the Uniform Commercial Code;
3 revising and providing provisions of the Uniform
4 Commercial Code relating to electronic documents of
5 title, warehouse receipts, bills of lading, and other
6 documents of title to conform to the revised Article 7
7 of the Uniform Commercial Code as prepared by the
8 National Conference of Commissioners on Uniform State
9 Laws; amending ss. 671.201, 672.103, 672.104, 674.104,
10 677.102, and 679.1021, F.S.; revising and providing
11 definitions; revising provisions pertaining to
12 definitions applicable to certain provisions of the
13 code, to conform cross-references to revisions made by
14 this act; amending s. 672.310, F.S.; revising time
15 when certain delivery payments are due; amending ss.
16 559.9232, 672.323, 672.401, 672.503, 672.505, 672.506,
17 672.509, 672.605, 672.705, 674.2101, 677.201, 677.202,
18 677.203, 677.205, 677.206, 677.207, 677.208, 677.301,
19 677.302, 677.304, 677.305, 677.401, 677.402, 677.403,
20 677.404, 677.502, 677.503, 677.505, 677.506, 677.507,
21 677.508, 677.509, 677.602, 677.603, 679.2031,
22 679.2071, 679.3011, 679.3101, 679.3121, 679.3131,
23 679.3141, 679.3171, 679.338, 680.1031, 680.514, and
24 680.526, F.S.; revising provisions to conform to
25 changes made by this act; making editorial changes;
26 amending s. 677.103, F.S.; revising and providing
27 application in relation of chapter to treaty, statute,
28 tariff, classification, or regulation; amending s.
29 677.104, F.S.; providing when certain documents of

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30 title are nonnegotiable; amending s. 677.105, F.S.;

31 authorizing an issuer of the electronic document to

32 issue a tangible document of title as a substitute for

33 the electronic document under certain conditions;

34 authorizing an issuer of a tangible document to issue

35 an electronic document of title as a substitute for

36 the tangible document under certain conditions;

37 creating s. 677.106, F.S.; providing when certain

38 persons have control of an electronic document of

39 title; amending s. 677.204, F.S.; revising liability

40 of certain damages; authorizing a warehouse receipt or

41 storage agreement to provide certain requirements;

42 amending s. 677.209, F.S.; revising conditions for a

43 warehouse to establish a lien against a bailor;

44 providing when and against whom the lien is effective;

45 amending s. 677.210, F.S.; revising provisions

46 relating to the enforcement of liens; amending s.

47 677.303, F.S.; prohibiting liability for certain

48 carriers; amending s. 677.307, F.S.; revising

49 conditions under which a carrier has a lien on goods

50 covered by a bill of lading; amending s. 677.308,

51 F.S.; revising provisions relating to the enforcement

52 of a carrier's lien; amending s. 677.309, F.S.;

53 revising provisions relating to the contractual

54 limitation of a carrier's liability; amending s.

55 677.501, F.S.; providing requirements for negotiable

56 tangible documents of title and negotiable electronic

57 documents of title; amending s. 677.504, F.S.;

58 providing condition under which the rights of the

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59 transferee may be defeated; amending s. 677.601, F.S.;

60 revising provisions relating to lost, stolen, or

61 destroyed documents of title; amending s. 678.1031,

62 F.S.; providing that certain documents of title are

63 not financial assets; amending s. 679.2081, F.S.;

64 providing requirements for secured parties having

65 control of an electronic document; providing an

66 effective date.

67

68 Be It Enacted by the Legislature of the State of Florida:

69

70 Section 1. Paragraph (f) of subsection (2) of section

71 559.9232, Florida Statutes, is amended to read:

72 559.9232 Definitions; exclusion of rental-purchase

73 agreements from certain regulations.-

74 (2) A rental-purchase agreement that complies with this act

75 shall not be construed to be, nor be governed by, any of the

76 following:

77 (f) A security interest as defined in s. 671.201(38)~~(35)~~.

78 Section 2. Present subsections (25) through (43) of section

79 671.201, Florida Statutes, are renumbered as subsections (28)

80 through (46), respectively, new subsections (25), (26), and (27)

81 are added to that section, and present subsections (5), (6),

82 (10), (15), (16), (21), and (42) are amended, to read:

83 671.201 General definitions.-Unless the context otherwise

84 requires, words or phrases defined in this section, or in the

85 additional definitions contained in other chapters of this code

86 which apply to particular chapters or parts thereof, have the

87 meanings stated. Subject to definitions contained in other

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88 chapters of this code which apply to particular chapters or
89 parts thereof, the term:

90 (5) "Bearer" means a person in control of a negotiable
91 electronic document of title or a person in possession of a
92 negotiable instrument, a negotiable tangible document of title,
93 or a certificated security that is payable to bearer or indorsed
94 in blank.

95 (6) "Bill of lading" means a document of title evidencing
96 the receipt of goods for shipment issued by a person engaged in
97 the business of directly or indirectly transporting or
98 forwarding goods. The term does not include a warehouse receipt.

99 (10) "Conspicuous," with reference to a term, means so
100 written, displayed, or presented that a reasonable person
101 against which ~~whom~~ it is to operate ought to have noticed it.
102 Whether a term is "conspicuous" is a decision for the court.
103 Conspicuous terms include the following:

104 (a) A heading in capitals ~~in a size~~ equal to or greater in
105 size larger than ~~that of~~ the surrounding text, or in contrasting
106 a type, font, or color in contrast to the surrounding text of
107 the same or lesser size; and.

108 (b) Language in the body of a record or display in larger
109 type larger than ~~that of~~ the surrounding text; ~~in a type, font,~~
110 ~~or color in contrast to the surrounding text~~ of the same size;
111 or set off from surrounding text of the same size by symbols or
112 other marks that call attention to the language.

113 (15) "Delivery," with respect to an electronic document of
114 title, means voluntary transfer of control and "delivery," with
115 respect to instruments instrument, tangible document of title,
116 ~~or~~ chattel paper, or certificated securities, means voluntary

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117 transfer of possession.

118 (16) "Document of title" means a record:

119 (a) includes bill of lading, dock warrant, dock receipt,
120 warehouse receipt or order for the delivery of goods, and any
121 other document That in the regular course of business or
122 financing is treated as adequately evidencing that the person in
123 possession or control of the record ~~it~~ is entitled to receive,
124 control, hold, and dispose of the record ~~document~~ and the goods
125 the record ~~it~~ covers; and

126 (b) That purports to be issued by or addressed to a bailee
127 and to cover goods in the bailee's possession which are either
128 identified or are fungible portions of an identified mass. The
129 term includes a bill of lading, transport document, dock
130 warrant, dock receipt, warehouse receipt, and order for delivery
131 of goods. An electronic document of title means a document of
132 title evidenced by a record consisting of information stored in
133 an electronic medium. A tangible document of title means a
134 document of title evidenced by a record consisting of
135 information that is inscribed on a tangible medium. ~~To be a~~
136 document of title, a document must purport to be issued by or
137 addressed to a bailee and purport to cover goods in the bailee's
138 possession which are either identified or are fungible portions
139 of an identified mass.

140 (21) "Holder" means:

141 (a) The person in possession of a negotiable instrument
142 that is payable either to bearer or to an identified person that
143 is the person in possession; ~~or~~

144 (b) The person in possession of a negotiable tangible
145 document of title if the goods are deliverable either to bearer

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146 or to the order of the person in possession; ~~or-~~

147 (c) The person in control of a negotiable electronic
148 document of title.

149 (25) Subject to subsection (27), a person has "notice" of a
150 fact if the person:

151 (a) Has actual knowledge of it;

152 (b) Has received a notice or notification of it; or

153 (c) From all the facts and circumstances known to the
154 person at the time in question, has reason to know that it
155 exists. A person "knows" or has "knowledge" of a fact when the
156 person has actual knowledge of it. "Discover" or "learn" or a
157 word or phrase of similar import refers to knowledge rather than
158 to reason to know. The time and circumstances under which a
159 notice or notification may cease to be effective are not
160 determined by this section.

161 (26) A person "notifies" or "gives" a notice or
162 notification to another person by taking such steps as may be
163 reasonably required to inform the other person in ordinary
164 course, whether or not the other person actually comes to know
165 of it. Subject to subsection (27), a person "receives" a notice
166 or notification when:

167 (a) It comes to that person's attention; or

168 (b) It is duly delivered in a form reasonable under the
169 circumstances at the place of business through which the
170 contract was made or at another location held out by that person
171 as the place for receipt of such communications.

172 (27) Notice, knowledge, or a notice or notification
173 received by an organization is effective for a particular
174 transaction from the time when it is brought to the attention of

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175 the individual conducting that transaction, and, in any event,
176 from the time when it would have been brought to the
177 individual's attention if the organization had exercised due
178 diligence. An organization exercises due diligence if it
179 maintains reasonable routines for communicating significant
180 information to the person conducting the transaction and there
181 is reasonable compliance with the routines. Due diligence does
182 not require an individual acting for the organization to
183 communicate information unless such communication is part of the
184 individual's regular duties or the individual has reason to know
185 of the transaction and that the transaction would be materially
186 affected by the information.

187 (45)~~(42)~~ "Warehouse receipt" means a document of title
188 ~~receipt~~ issued by a person engaged in the business of storing
189 goods for hire.

190 Section 3. Subsection (3) of section 672.103, Florida
191 Statutes, is amended to read:

192 672.103 Definitions and index of definitions.—

193 (3) The following definitions in other chapters apply to
194 this chapter:

195 "Check," s. 673.1041.

196 "Consignee," s. 677.102.

197 "Consignor," s. 677.102.

198 "Consumer goods," s. 679.1021.

199 "Control," s. 677.106.

200 "Dishonor," s. 673.5021.

201 "Draft," s. 673.1041.

202 Section 4. Subsection (2) of section 672.104, Florida
203 Statutes, is amended to read:

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204 672.104 Definitions: "merchant"; "between merchants";
205 "financing agency."—

206 (2) "Financing agency" means a bank, finance company or
207 other person who in the ordinary course of business makes
208 advances against goods or documents of title or who by
209 arrangement with either the seller or the buyer intervenes in
210 ordinary course to make or collect payment due or claimed under
211 the contract for sale, as by purchasing or paying the seller's
212 draft or making advances against it or by merely taking it for
213 collection whether or not documents of title accompany or are
214 associated with the draft. "Financing agency" includes also a
215 bank or other person who similarly intervenes between persons
216 who are in the position of seller and buyer in respect to the
217 goods (s. 672.707).

218 Section 5. Subsection (3) of section 672.310, Florida
219 Statutes, is amended to read:

220 672.310 Open time for payment or running of credit;
221 authority to ship under reservation.—Unless otherwise agreed:

222 (3) If delivery is authorized and made by way of documents
223 of title otherwise than by subsection (2) then payment is due
224 regardless of where the goods are to be received at the time and
225 place at which the buyer is to receive delivery of the tangible
226 documents or at the time the buyer is to receive delivery of the
227 electronic documents and at the seller's place of business or,
228 if none, the seller's residence ~~regardless of where the goods~~
229 ~~are to be received;~~ and

230 Section 6. Section 672.323, Florida Statutes, is amended to
231 read:

232 672.323 Form of bill of lading required in overseas

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233 shipment; "overseas."—

234 (1) Where the contract contemplates overseas shipment and
235 contains a term "C.I.F." or "C. & F. or F.O.B. vessel," the
236 seller unless otherwise agreed shall ~~must~~ obtain a negotiable
237 bill of lading stating that the goods have been loaded in ~~on~~
238 board or, in the case of a term "C.I.F." or "C. & F.," received
239 for shipment.

240 (2) Where in a case within subsection (1) a tangible bill
241 of lading has been issued in a set of parts, unless otherwise
242 agreed if the documents are not to be sent from abroad the buyer
243 may demand tender of the full set; otherwise only one part of
244 the bill of lading need be tendered. Even if the agreement
245 expressly requires a full set:

246 (a) Due tender of a single part is acceptable within the
247 provisions of this chapter on cure of improper delivery (s.
248 672.508(1)); and

249 (b) Even though the full set is demanded, if the documents
250 are sent from abroad the person tendering an incomplete set may
251 nevertheless require payment upon furnishing an indemnity which
252 the buyer in good faith deems adequate.

253 (3) A shipment by water or by air or a contract
254 contemplating such shipment is "overseas" insofar as by usage of
255 trade or agreement it is subject to the commercial, financing or
256 shipping practices characteristic of international deepwater
257 commerce.

258 Section 7. Subsections (2) and (3) of section 672.401,
259 Florida Statutes, are amended to read:

260 672.401 Passing of title; reservation for security; limited
261 application of this section.—Each provision of this chapter with

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262 regard to the rights, obligations and remedies of the seller,
263 the buyer, purchasers or other third parties applies
264 irrespective of title to the goods except where the provision
265 refers to such title. Insofar as situations are not covered by
266 the other provisions of this chapter and matters concerning
267 title become material the following rules apply:

268 (2) Unless otherwise explicitly agreed title passes to the
269 buyer at the time and place at which the seller completes her or
270 his performance with reference to the physical delivery of the
271 goods, despite any reservation of a security interest and even
272 though a document of title is to be delivered at a different
273 time or place; and in particular and despite any reservation of
274 a security interest by the bill of lading:

275 (a) If the contract requires or authorizes the seller to
276 send the goods to the buyer but does not require him or her ~~the~~
277 ~~seller~~ to deliver them at destination, title passes to the buyer
278 at the time and place of shipment; but

279 (b) If the contract requires delivery at destination, title
280 passes on tender there.

281 (3) Unless otherwise explicitly agreed where delivery is to
282 be made without moving the goods:

283 (a) If the seller is to deliver a tangible document of
284 title, title passes at the time when and the place where he or
285 she ~~the seller~~ delivers such documents and if the seller is to
286 deliver an electronic document of title, title passes when the
287 seller delivers the document; or

288 (b) If the goods are at the time of contracting already
289 identified and no documents of title are to be delivered, title
290 passes at the time and place of contracting.

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291 Section 8. Subsections (4) and (5) of section 672.503,
292 Florida Statutes, are amended to read:

293 672.503 Manner of seller's tender of delivery.—

294 (4) Where goods are in the possession of a bailee and are
295 to be delivered without being moved:

296 (a) Tender requires that the seller either tender a
297 negotiable document of title covering such goods or procure
298 acknowledgment by the bailee of the buyer's right to possession
299 of the goods; but

300 (b) Tender to the buyer of a nonnegotiable document of
301 title or of a record directing ~~written direction~~ to the bailee
302 to deliver is sufficient tender unless the buyer seasonably
303 objects, and, except as otherwise provided in Article 9 of the
304 Uniform Commercial Code, receipt by the bailee of notification
305 of the buyer's rights fixes those rights as against the bailee
306 and all third persons; but risk of loss of the goods and of any
307 failure by the bailee to honor the nonnegotiable document of
308 title or to obey the direction remains on the seller until the
309 buyer has had a reasonable time to present the document or
310 direction, and a refusal by the bailee to honor the document or
311 to obey the direction defeats the tender.

312 (5) Where the contract requires the seller to deliver
313 documents:

314 (a) He or she shall ~~must~~ tender all such documents in
315 correct form, except as provided in this chapter with respect to
316 bills of lading in a set (s. 672.323(2)); and

317 (b) Tender through customary banking channels is sufficient
318 and dishonor of a draft accompanying or associated with the
319 documents constitutes nonacceptance or rejection.

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320 Section 9. Section 672.505, Florida Statutes, is amended to
321 read:

322 672.505 Seller's shipment under reservation.—

323 (1) Where the seller has identified goods to the contract
324 by or before shipment:

325 (a) His or her ~~The seller's~~ procurement of a negotiable
326 bill of lading to his or her own order or otherwise reserves in
327 him or her ~~the seller~~ a security interest in the goods. His or
328 her procurement of the bill to the order of a financing agency
329 or of the buyer indicates in addition only the seller's
330 expectation of transferring that interest to the person named.

331 (b) A nonnegotiable bill of lading to himself or herself or
332 his or her nominee reserves possession of the goods as security
333 but except in a case of conditional delivery (s. 672.507(2)) a
334 nonnegotiable bill of lading naming the buyer as consignee
335 reserves no security interest even though the seller retains
336 possession or control of the bill of lading.

337 (2) When shipment by the seller with reservation of a
338 security interest is in violation of the contract for sale it
339 constitutes an improper contract for transportation within the
340 preceding section but impairs neither the rights given to the
341 buyer by shipment and identification of the goods to the
342 contract nor the seller's powers as a holder of a negotiable
343 document of title.

344 Section 10. Subsection (2) of section 672.506, Florida
345 Statutes, is amended to read:

346 672.506 Rights of financing agency.—

347 (2) The right to reimbursement of a financing agency which
348 has in good faith honored or purchased the draft under

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349 commitment to or authority from the buyer is not impaired by
350 subsequent discovery of defects with reference to any relevant
351 document which was apparently regular ~~on its face~~.

352 Section 11. Subsection (2) of section 672.509, Florida
353 Statutes, is amended to read:

354 672.509 Risk of loss in the absence of breach.—

355 (2) Where the goods are held by a bailee to be delivered
356 without being moved, the risk of loss passes to the buyer:

357 (a) On her or his receipt of possession or control of a
358 negotiable document of title covering the goods; or

359 (b) On acknowledgment by the bailee of the buyer's right to
360 possession of the goods; or

361 (c) After her or his receipt of possession or control of a
362 nonnegotiable document of title or other ~~written~~ direction to
363 deliver in a record, as provided in s. 672.503(4)(b).

364 Section 12. Subsection (2) of section 672.605, Florida
365 Statutes, is amended to read:

366 672.605 Waiver of buyer's objections by failure to
367 particularize.—

368 (2) Payment against documents made without reservation of
369 rights precludes recovery of the payment for defects apparent in
370 ~~on the face of~~ the documents.

371 Section 13. Subsections (2) and (3) of section 672.705,
372 Florida Statutes, are amended to read:

373 672.705 Seller's stoppage of delivery in transit or
374 otherwise.—

375 (2) As against such buyer the seller may stop delivery
376 until:

377 (a) Receipt of the goods by the buyer; or

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378 (b) Acknowledgment to the buyer by any bailee of the goods
379 except a carrier that the bailee holds the goods for the buyer;
380 or

381 (c) Such acknowledgment to the buyer by a carrier by
382 reshipment or as a warehouse ~~warehouseman~~; or

383 (d) Negotiation to the buyer of any negotiable document of
384 title covering the goods.

385 (3) (a) To stop delivery the seller shall ~~must~~ so notify as
386 to enable the bailee by reasonable diligence to prevent delivery
387 of the goods.

388 (b) After such notification the bailee shall ~~must~~ hold and
389 deliver the goods according to the directions of the seller but
390 the seller is liable to the bailee for any ensuing charges or
391 damages.

392 (c) If a negotiable document of title has been issued for
393 goods the bailee is not obliged to obey a notification to stop
394 until surrender of possession or control of the document.

395 (d) A carrier who has issued a nonnegotiable bill of lading
396 is not obliged to obey a notification to stop received from a
397 person other than the consignor.

398 Section 14. Subsection (3) of section 674.104, Florida
399 Statutes, is amended to read:

400 674.104 Definitions and index of definitions.—

401 (3) The following definitions in other chapters apply to
402 this chapter:

403 "Acceptance," s. 673.4091.

404 "Alteration," s. 673.4071.

405 "Cashier's check," s. 673.1041.

406 "Certificate of deposit," s. 673.1041.

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407 "Certified check," s. 673.4091.

408 "Check," s. 673.1041.

409 "Control," s. 677.106.

410 "Good faith," s. 673.1031.

411 "Holder in due course," s. 673.3021.

412 "Instrument," s. 673.1041.

413 "Notice of dishonor," s. 673.5031.

414 "Order," s. 673.1031.

415 "Ordinary care," s. 673.1031.

416 "Person entitled to enforce," s. 673.3011.

417 "Presentment," s. 673.5011.

418 "Promise," s. 673.1031.

419 "Prove," s. 673.1031.

420 "Teller's check," s. 673.1041.

421 "Unauthorized signature," s. 673.4031.

422 Section 15. Subsection (3) of section 674.2101, Florida
423 Statutes, is amended to read:

424 674.2101 Security interest of collecting bank in items,
425 accompanying documents, and proceeds.—

426 (3) Receipt by a collecting bank of a final settlement for
427 an item is a realization on its security interest in the item,
428 accompanying documents, and proceeds. So long as the bank does
429 not receive final settlement for the item or give up possession
430 of the item or possession or control of the accompanying
431 documents for purposes other than collection, the security
432 interest continues to that extent and is subject to chapter 679,
433 but:

434 (a) No security agreement is necessary to make the security
435 interest enforceable (s. 679.2031(2)(c)1.);

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436 (b) No filing is required to perfect the security interest;
437 and

438 (c) The security interest has priority over conflicting
439 perfected security interests in the item, accompanying
440 documents, or proceeds.

441 Section 16. Section 677.102, Florida Statutes, is amended
442 to read:

443 677.102 Definitions and index of definitions.—

444 (1) In this chapter, unless the context otherwise requires:

445 (a) "Bailee" means a the person that ~~who~~ by a warehouse
446 receipt, bill of lading or other document of title acknowledges
447 possession of goods and contracts to deliver them.

448 (b) "Carrier" means a person that issues a bill of lading.

449 (c) ~~(b)~~ "Consignee" means a the person named in a bill of
450 lading to which ~~whom~~ or to whose order the bill promises
451 delivery.

452 (d) ~~(e)~~ "Consignor" means a the person named in a bill of
453 lading as the person from which ~~whom~~ the goods have been
454 received for shipment.

455 (e) ~~(d)~~ "Delivery order" means a record that contains an
456 ~~written~~ order to deliver goods directed to a warehouse
457 ~~warehouseman~~, carrier, or other person that ~~who~~ in the ordinary
458 course of business issues warehouse receipts or bills of lading.

459 (f) "Good faith" means honesty in fact and the observance
460 of reasonable commercial standards of fair dealing.

461 ~~(e) "Document" means document of title as defined in the~~
462 ~~general definitions in chapter 671 (s. 671.201).~~

463 (g) ~~(f)~~ "Goods" means all things that ~~which~~ are treated as
464 movable for the purposes of a contract of storage or

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465 transportation.

466 (h)~~(g)~~ "Issuer" means a bailee who issues a document of
467 title or, in the case of ~~except that in relation to~~ an
468 unaccepted delivery order, ~~it means~~ the person who orders the
469 possessor of goods to deliver. The term ~~Issuer~~ includes a any
470 person for which ~~whom~~ an agent or employee purports to act in
471 issuing a document if the agent or employee has real or apparent
472 authority to issue documents, notwithstanding that the issuer
473 received no goods or that the goods were misdescribed or that in
474 any other respect the agent or employee violated his or her
475 instructions.

476 (i) "Person entitled under the document" means the holder,
477 in the case of a negotiable document of title, or the person to
478 which delivery of the goods is to be made by the terms of, or
479 pursuant to instructions in a record under, a nonnegotiable
480 document of title.

481 (j) "Record" means information that is inscribed on a
482 tangible medium or that is stored in an electronic or other
483 medium and is retrievable in perceivable form.

484 (k) "Shipper" means a person that enters into a contract of
485 transportation with a carrier.

486 (l) "Sign" means, with present intent to authenticate or
487 adopt a record:

- 488 1. To execute or adopt a tangible symbol; or
489 2. To attach to or logically associate with the record an
490 electronic sound, symbol, or process.

491 (m)~~(h)~~ "Warehouse" means "Warehouseman" is a person engaged
492 in the business of storing goods for hire.

493 ~~(2) Other definitions applying to this chapter or to~~

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494 ~~specified parts thereof, and the sections in which they appear~~
495 ~~are:~~

496 ~~"Duly negotiate," s. 677.501.~~

497 ~~"Person entitled under the document," s. 677.403(4).~~

498 ~~(3)~~ Definitions in other chapters applying to this chapter
499 and the sections in which they appear are:

500 "Contract for sale," s. 672.106.

501 ~~"Overseas," s. 672.323.~~

502 "Lessee in ordinary course of business," s. 680.1031.

503 "Receipt" of goods, s. 672.103.

504 ~~(3)~~(4) In addition, chapter 671 contains general
505 definitions and principles of construction and interpretation
506 applicable throughout this chapter.

507 Section 17. Section 677.103, Florida Statutes, is amended
508 to read:

509 677.103 Relation of chapter to treaty, statute, tariff,
510 classification or regulation.—

511 (1) Except as otherwise provided in this chapter, this
512 chapter is subject to the extent that any treaty or statute of
513 the United States to the extent the treaty or statute,
514 ~~regulatory statute of this state or tariff, classification or~~
515 ~~regulation filed or issued pursuant thereto is applicable, the~~
516 ~~provisions of this chapter are subject thereto.~~

517 (2) This chapter does not modify or repeal any law
518 prescribing the form or content of a document of title or the
519 services or facilities to be afforded by a bailee, or otherwise
520 regulating a bailee's business in respects not specifically
521 treated in this chapter. However, a violation of such a law does
522 not affect the status of a document of title that otherwise is

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523 within the definition of a document of title.

524 (3) This chapter modifies, limits, and supersedes the
525 federal Electronic Signatures in Global and National Commerce
526 Act, 15 U.S.C. ss. 7001, et seq., but does not modify, limit, or
527 supersede s. 101(c) of that act, 15 U.S.C. s. 7001(c), or
528 authorize electronic delivery of any of the notices described in
529 s. 103(b) of that act, 15 U.S.C. s. 7003(b).

530 (4) To the extent that there is a conflict between any
531 provisions of the laws of this state regarding electronic
532 transactions and this chapter, this chapter governs.

533 Section 18. Section 677.104, Florida Statutes, is amended
534 to read:

535 677.104 Negotiable and nonnegotiable ~~warehouse receipt,~~
536 ~~bill of lading or other~~ document of title.-

537 (1) Except as otherwise provided in subsection (3), a
538 ~~warehouse receipt, bill of lading or other~~ document of title is
539 negotiable:

540 ~~(a) if by its terms the goods are to be delivered to bearer~~
541 ~~or to the order of a named person; or~~

542 ~~(b) Where recognized in overseas trade, if it runs to a~~
543 ~~named person or assigns.~~

544 (2) A document of title other than one described in
545 subsection (1) Any other document is nonnegotiable. A bill of
546 lading that states in which it is stated that the goods are
547 consigned to a named person is not made negotiable by a
548 provision that the goods are to be delivered only against an a
549 ~~written~~ order in a record signed by the same or another named
550 person.

551 (3) A document of title is nonnegotiable if, at the time it

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552 is issued, the document has a conspicuous legend, however
553 expressed, that it is nonnegotiable.

554 Section 19. Section 677.105, Florida Statutes, is amended
555 to read:

556 677.105 Reissuance in alternative medium ~~Construction~~
557 ~~against negative implication.~~

558 (1) Upon request of a person entitled under an electronic
559 document of title, the issuer of the electronic document may
560 issue a tangible document of title as a substitute for the
561 electronic document if:

562 (a) The person entitled under the electronic document
563 surrenders control of the document to the issuer; and

564 (b) The tangible document when issued contains a statement
565 that it is issued in substitution for the electronic document.

566 (2) Upon issuance of a tangible document of title in
567 substitution for an electronic document of title in accordance
568 with subsection (1):

569 (a) The electronic document ceases to have any effect or
570 validity; and

571 (b) The person that procured issuance of the tangible
572 document warrants to all subsequent persons entitled under the
573 tangible document that the warrantor was a person entitled under
574 the electronic document when the warrantor surrendered control
575 of the electronic document to the issuer.

576 (3) Upon request of a person entitled under a tangible
577 document of title, the issuer of the tangible document may issue
578 an electronic document of title as a substitute for the tangible
579 document if:

580 (a) The person entitled under the tangible document

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581 surrenders possession of the document to the issuer; and

582 (b) The electronic document when issued contains a
583 statement that it is issued in substitution for the tangible
584 document.

585 (4) Upon issuance of an electronic document of title in
586 substitution for a tangible document of title is accordance with
587 subsection (3):

588 (a) The tangible document ceases to have any effect or
589 validity; and

590 (b) The person that procured issuance of the electronic
591 document warrants to all subsequent persons entitled under the
592 electronic document that the warrantor was a person entitled
593 under the tangible document when the warrantor surrendered
594 possession of the tangible document to the issuer. ~~The omission~~
595 ~~from either part II or part III of this chapter of a provision~~
596 ~~corresponding to a provision made in the other part does not~~
597 ~~imply that a corresponding rule of law is not applicable.~~

598 Section 20. Section 677.106, Florida Statutes, is created
599 to read:

600 677.106 Control of electronic document of title.—

601 (1) A person has control of an electronic document of title
602 if a system employed for evidencing the transfer of interests in
603 the electronic document reliably establishes that person as the
604 person to which the electronic document was issued or
605 transferred.

606 (2) A system satisfies subsection (1), and a person is
607 deemed to have control of an electronic document of title, if
608 the document is created, stored, and assigned in a manner that:

609 (a) A single authoritative copy of the document exists

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610 which is unique, identifiable, and, except as otherwise provided
611 in paragraphs (d), (e), and (f), unalterable;

612 (b) The authoritative copy identifies the person asserting
613 control as:

614 1. The person to which the document was issued; or

615 2. If the authoritative copy indicates that the document
616 has been transferred, the person to which the document was most
617 recently transferred;

618 (c) The authoritative copy is communicated to and
619 maintained by the person asserting control or its designated
620 custodian;

621 (d) Copies or amendments that add or change an identified
622 assignee of the authoritative copy can be made only with the
623 consent of the person asserting control;

624 (e) Each copy of the authoritative copy and any copy of a
625 copy is readily identifiable as a copy that is not the
626 authoritative copy; and

627 (f) Any amendment of the authoritative copy is readily
628 identifiable as authorized or unauthorized.

629 Section 21. Section 677.201, Florida Statutes, is amended
630 to read:

631 677.201 Persons that ~~Who~~ may issue a warehouse receipt;
632 storage under ~~government~~ bond.—

633 (1) A warehouse receipt may be issued by any warehouse
634 ~~warehouseman~~.

635 (2) If ~~Where~~ goods, including distilled spirits and
636 agricultural commodities, are stored under a statute requiring a
637 bond against withdrawal or a license for the issuance of
638 receipts in the nature of warehouse receipts, a receipt issued

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639 for the goods is deemed to be ~~has like effect as~~ a warehouse
 640 receipt even if ~~though~~ issued by a person that ~~who~~ is the owner
 641 of the goods and is not a warehouse ~~warehouseman~~.

642 Section 22. Section 677.202, Florida Statutes, is amended
 643 to read:

644 677.202 Form of warehouse receipt; effect of omission
 645 ~~essential terms; optional terms.~~

646 (1) A warehouse receipt need not be in any particular form.

647 (2) Unless a warehouse receipt provides for ~~embodies within~~
 648 ~~its written or printed terms~~ each of the following, the
 649 warehouse ~~warehouseman~~ is liable for damages caused to a person
 650 injured by its ~~by the~~ omission ~~to a person injured thereby:~~

651 (a) A statement of the location of the warehouse facility
 652 where the goods are stored;

653 (b) The date of issue of the receipt;

654 (c) The unique identification code ~~consecutive number~~ of
 655 the receipt;

656 (d) A statement whether the goods received will be
 657 delivered to the bearer, to a named ~~specified~~ person, or to a
 658 named ~~specified~~ person or its ~~his or her~~ order;

659 (e) The rate of storage and handling charges, unless ~~except~~
 660 ~~that where~~ goods are stored under a field warehousing
 661 arrangement, in which case a statement of that fact is
 662 sufficient on a nonnegotiable receipt;

663 (f) A description of the goods or ~~of~~ the packages
 664 containing them;

665 (g) The signature of the warehouse or its ~~warehouseman,~~
 666 ~~which may be made by his or her~~ authorized agent;

667 (h) If the receipt is issued for goods that the warehouse

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668 owns ~~of which the warehouseman is owner,~~ either solely, ~~or~~
 669 jointly, or in common with others, a statement of the fact of
 670 that such ownership; and

671 (i) A statement of the amount of advances made and of
 672 liabilities incurred for which the warehouse ~~warehouseman~~ claims
 673 a lien or security interest, unless ~~(s. 677.209)~~. If the precise
 674 amount of ~~such~~ advances made or ~~of such~~ liabilities incurred ~~is,~~
 675 at the time of the issue of the receipt ~~is,~~ unknown to the
 676 warehouse ~~warehouseman~~ or to its ~~his or her~~ agent that issued
 677 the receipt, in which case ~~who issues it,~~ a statement of the
 678 fact that advances have been made or liabilities incurred and
 679 the purpose of the advances or liabilities ~~thereof~~ is
 680 sufficient.

681 (3) A warehouse ~~warehouseman~~ may insert in its ~~his or her~~
 682 receipt any ~~other~~ terms that ~~which~~ are not contrary to the
 683 provisions of this code and do not impair its ~~his or her~~
 684 obligation of delivery under s. 677.403 ~~(s. 677.403)~~ or its ~~his~~
 685 ~~or her~~ duty of care under s. 677.204 ~~(s. 677.204)~~. Any contrary
 686 provision is ~~provisions shall be~~ ineffective.

687 Section 23. Section 677.203, Florida Statutes, is amended
 688 to read:

689 677.203 Liability of nonreceipt or misdescription.—A party
 690 to or purchaser for value in good faith of a document of title,
 691 other than a bill of lading, that relies ~~relying in either case~~
 692 upon the description ~~therein~~ of the goods in the document may
 693 recover from the issuer damages caused by the nonreceipt or
 694 misdescription of the goods, except to the extent that:

695 (1) The document conspicuously indicates that the issuer
 696 does not know whether all or any part ~~or all~~ of the goods in

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697 fact were received or conform to the description, such as a case
698 in which ~~as where~~ the description is in terms of marks or labels
699 or kind, quantity or condition, or the receipt or description is
700 qualified by "contents, condition and quality unknown," "said to
701 contain," or words of similar import ~~the like~~, if such
702 indication ~~is~~ be true; ~~or~~

703 (2) The party or purchaser otherwise has notice of the
704 nonreceipt or misdescription.

705 Section 24. Section 677.204, Florida Statutes, is amended
706 to read:

707 677.204 Duty of care; contractual limitation of warehouse's
708 warehouseman's liability.—

709 (1) A warehouse ~~warehouseman~~ is liable for damages for loss
710 of or injury to the goods caused by its ~~his or her~~ failure to
711 exercise ~~such~~ care with ~~in~~ regard to the goods that ~~them as~~ a
712 reasonably careful person would exercise under similar ~~like~~
713 circumstances. ~~but~~ Unless otherwise agreed, the warehouse ~~he or~~
714 ~~she~~ is not liable for damages that ~~which~~ could not have been
715 avoided by the exercise of that ~~such~~ care.

716 (2) Damages may be limited by a term in the warehouse
717 receipt or storage agreement limiting the amount of liability in
718 case of loss or damage, ~~and setting forth a specific liability~~
719 ~~per article or item, or value per unit of weight,~~ beyond which
720 the warehouse is ~~warehouseman~~ shall not be liable; ~~provided,~~
721 ~~however, that such liability may on written.~~ Such a limitation
722 is not effective with respect to the warehouse's liability for
723 conversion to its own use. On request of the bailor in a record
724 at the time of signing the ~~such~~ storage agreement or within a
725 reasonable time after receipt of the warehouse receipt, the

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726 warehouse's liability may be increased on part or all of the
727 goods covered by the storage agreement or the warehouse receipt.
728 In this event, thereunder, in which event increased rates may be
729 charged based on an such increased valuation of the goods, ~~but~~
730 ~~that no such increase shall be permitted contrary to a lawful~~
731 ~~limitation of liability contained in the warehouseman's tariff,~~
732 ~~if any. No such limitation is effective with respect to the~~
733 ~~warehouseman's liability for conversion to his or her own use.~~

734 (3) Reasonable provisions as to the time and manner of
735 presenting claims and commencing actions based on the bailment
736 may be included in the warehouse receipt or storage agreement.

737 (4)~~(3)~~ This section does not impair or repeal any statute
738 which imposes a higher responsibility upon the warehouse
739 ~~warehouseman~~ or invalidates contractual limitations which would
740 be permissible under this chapter.

741 Section 25. Section 677.205, Florida Statutes, is amended
742 to read:

743 677.205 Title under warehouse receipt defeated in certain
744 cases.—A buyer in ~~the~~ ordinary course of business of fungible
745 goods sold and delivered by a warehouse that warehouseman ~~who~~ is
746 also in the business of buying and selling such goods takes the
747 goods free of any claim under a warehouse receipt even if the
748 receipt is negotiable and ~~though it~~ has been duly negotiated.

749 Section 26. Section 677.206, Florida Statutes, is amended
750 to read:

751 677.206 Termination of storage at warehouse's
752 ~~warehouseman's~~ option.—

753 (1) A warehouse, by giving notice to ~~warehouseman may on~~
754 ~~notifying~~ the person on whose account the goods are held and any

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755 other person known to claim an interest in the goods, may
756 require payment of any charges and removal of the goods from the
757 warehouse at the termination of the period of storage fixed by
758 the document of title, or, if a ~~no~~ period is not fixed, within a
759 stated period not less than 30 days after the warehouse gives
760 notice ~~notification~~. If the goods are not removed before the
761 date specified in the notice ~~notification~~, the warehouse
762 ~~warehouseman~~ may sell them pursuant to s. 677.210 ~~in accordance~~
763 ~~with the provisions of the section on enforcement of a~~
764 ~~warehouseman's lien (s. 677.210).~~

765 (2) If a warehouse ~~warehouseman~~ in good faith believes that
766 the goods are about to deteriorate or decline in value to less
767 than the amount of its ~~his or her~~ lien within the time provided
768 ~~prescribed~~ in subsection (1) and s. 677.210 ~~for notification,~~
769 ~~advertisement and sale~~, the warehouse ~~warehouseman~~ may specify
770 in the notice given under subsection (1) ~~notification~~ any
771 reasonable shorter time for removal of the goods and, if in case
772 the goods are not removed, may sell them at public sale held not
773 less than 1 week after a single advertisement or posting.

774 (3) If, as a result of a quality or condition of the goods
775 of which the warehouse did not have ~~warehouseman had no~~ notice
776 at the time of deposit, the goods are a hazard to other
777 property, ~~or to~~ the warehouse facilities, or other ~~to~~ persons,
778 the warehouse ~~warehouseman~~ may sell the goods at public or
779 private sale without advertisement or posting on reasonable
780 notification to all persons known to claim an interest in the
781 goods. If the warehouse, ~~warehouseman~~ after a reasonable effort,
782 is unable to sell the goods, it ~~he or she~~ may dispose of them in
783 any lawful manner and does not ~~shall~~ incur ~~no~~ liability by

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784 reason of that ~~such~~ disposition.

785 (4) A warehouse shall ~~The warehouseman must~~ deliver the
786 goods to any person entitled to them under this chapter upon due
787 demand made at any time before ~~prior to~~ sale or other
788 disposition under this section.

789 (5) A warehouse ~~The warehouseman~~ may satisfy its ~~his or her~~
790 lien from the proceeds of any sale or disposition under this
791 section but shall ~~must~~ hold the balance for delivery on the
792 demand of any person to which the warehouse ~~whom he or she~~ would
793 have been bound to deliver the goods.

794 Section 27. Section 677.207, Florida Statutes, is amended
795 to read:

796 677.207 Goods shall ~~must~~ be kept separate; fungible goods.-

797 (1) Unless the warehouse receipt ~~otherwise~~ provides
798 otherwise, a warehouse shall ~~warehouseman must~~ keep separate the
799 goods covered by each receipt so as to permit at all times
800 identification and delivery of those goods. However, ~~except that~~
801 different lots of fungible goods may be commingled.

802 (2) If different lots of fungible goods are ~~se~~ commingled,
803 the goods are owned in common by the persons entitled thereto
804 and the warehouse ~~warehouseman~~ is severally liable to each owner
805 for that owner's share. If, ~~Where~~ because of overissue, a mass
806 of fungible goods is insufficient to meet all the receipts ~~which~~
807 the warehouse ~~warehouseman~~ has issued against it, the persons
808 entitled include all holders to whom overissued receipts have
809 been duly negotiated.

810 Section 28. Section 677.208, Florida Statutes, is amended
811 to read:

812 677.208 Altered warehouse receipts.-If ~~Where~~ a blank in a

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813 negotiable warehouse receipt has been filled in without
814 authority, a good faith purchaser for value and without notice
815 of the lack want of authority may treat the insertion as
816 authorized. Any other unauthorized alteration leaves any
817 tangible or electronic warehouse receipt enforceable against the
818 issuer according to its original tenor.

819 Section 29. Section 677.209, Florida Statutes, is amended
820 to read:

821 677.209 Lien of warehouse ~~warehouseman~~.—

822 (1) A warehouse ~~warehouseman~~ has a lien against the bailor
823 on the goods covered by a warehouse receipt or storage agreement
824 or on the proceeds thereof in its ~~his or her~~ possession for
825 charges for storage or transportation, including demurrage and
826 terminal charges ~~(including demurrage and terminal charges),~~
827 insurance, labor, or other charges, present or future, in
828 relation to the goods, and for expenses necessary for
829 preservation of the goods or reasonably incurred in their sale
830 pursuant to law. If the person on whose account the goods are
831 held is liable for similar ~~like~~ charges or expenses in relation
832 to other goods whenever deposited and it is stated in the
833 warehouse receipt or storage agreement that a lien is claimed
834 for charges and expenses in relation to other goods, the
835 warehouse ~~warehouseman~~ also has a lien against the goods covered
836 by the warehouse receipt or storage agreement or on the proceeds
837 thereof in its possession ~~him or her~~ for those ~~such~~ charges and
838 expenses, whether or not the other goods have been delivered by
839 the warehouse ~~warehouseman~~. However, as ~~But~~ against a person to
840 which ~~whom~~ a negotiable warehouse receipt is duly negotiated, a
841 warehouse's ~~warehouseman's~~ lien is limited to charges in an

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842 amount or at a rate specified ~~in~~ on the warehouse receipt or, if
843 no charges are so specified, ~~then~~ to a reasonable charge for
844 storage of the specific goods covered by the receipt subsequent
845 to the date of the receipt.

846 (2) A warehouse ~~The warehouseman~~ may also reserve a
847 security interest against the bailor for the ~~a~~ maximum amount
848 specified on the receipt for charges other than those specified
849 in subsection (1), such as for money advanced and interest. The
850 ~~Such a~~ security interest is governed by chapter 679 ~~the chapter~~
851 ~~on secured transactions (chapter 679)~~.

852 (3) A warehouse's ~~warehouseman's~~ lien for charges and
853 expenses under subsection (1) or a security interest under
854 subsection (2) is also effective against any person that ~~who~~ so
855 entrusted the bailor with possession of the goods that a pledge
856 of them by the bailor ~~him or her~~ to a good faith ~~good faith~~
857 purchaser for value would have been valid. However, the lien or
858 security interest ~~but~~ is not effective against a person that
859 before issuance of a document of title had a legal interest or a
860 perfected security interest in the goods and that did not:

861 (a) Deliver or entrust the goods or any document of title
862 covering the goods to the bailor or the bailor's nominee with:
863 1. Actual or apparent authority to ship, store, or sell;
864 2. Power to obtain delivery under s. 677.403; or
865 3. Power of disposition under s. 672.403, s. 680.304(2), s.
866 680.305(2), s. 679.320, or s. 679.321(3) or other statute or
867 rule of law; or

868 (b) Acquiesce in the procurement by the bailor or its
869 nominee of any document as to whom the document confers no right
870 in the goods covered by it under s. 677.503.

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871 (4) A warehouse's lien on household goods for charges and
872 expenses in relation to the goods under subsection (1) is also
873 effective against all persons if the depositor was the legal
874 possessor of the goods at the time of deposit. In this
875 subsection, the term "household goods" means furniture,
876 furnishings, or personal effects used by the depositor in a
877 dwelling.

878 (5)-(4) A warehouse warehouseman loses its his or her lien
879 on any goods that it which he or she voluntarily delivers or
880 which he or she unjustifiably refuses to deliver.

881 Section 30. Section 677.210, Florida Statutes, is amended
882 to read:

883 677.210 Enforcement of warehouse's warehouseman's lien.—

884 (1) Except as provided in subsection (2), a warehouse's
885 warehouseman's lien may be enforced by public or private sale of
886 the goods, in bulk or in packages in block or in parcels, at any
887 time or place and on any terms that which are commercially
888 reasonable, after notifying all persons known to claim an
889 interest in the goods. The ~~Such~~ notification shall ~~must~~ include
890 a statement of the amount due, the nature of the proposed sale,
891 and the time and place of any public sale. The fact that a
892 better price could have been obtained by a sale at a different
893 time or in a different method from that selected by the
894 warehouse warehouseman is not of itself sufficient to establish
895 that the sale was not made in a commercially reasonable manner.
896 The warehouse sells in a commercially reasonable manner if the
897 warehouse ~~If the warehouseman either~~ sells the goods in the
898 usual manner in any recognized market therefor, ~~or if he or she~~
899 sells at the price current in that ~~such~~ market at the time of

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900 ~~the his or her sale, or if he or she has~~ otherwise sells ~~sold~~ in
901 conformity with commercially reasonable practices among dealers
902 in the type of goods sold, ~~he or she has sold in a commercially~~
903 ~~reasonable manner~~. A sale of more goods than apparently
904 necessary to be offered to ensure satisfaction of the obligation
905 is not commercially reasonable except in cases covered by the
906 preceding sentence.

907 (2) A warehouse may enforce its ~~warehouseman's~~ lien on
908 goods, other than goods stored by a merchant in the course of
909 its his or her business, only if the following requirements are
910 satisfied ~~may be enforced only as follows:~~

911 (a) All persons known to claim an interest in the goods
912 shall ~~must~~ be notified.

913 ~~(b) The notification must be delivered in person or sent by~~
914 ~~registered or certified letter to the last known address of any~~
915 ~~person to be notified.~~

916 ~~(b)(e)~~ The notification shall ~~must~~ include an itemized
917 statement of the claim, a description of the goods subject to
918 the lien, a demand for payment within a specified time not less
919 than 10 days after receipt of the notification, and a
920 conspicuous statement that unless the claim is paid within that
921 time the goods will be advertised for sale and sold by auction
922 at a specified time and place.

923 ~~(c)(d)~~ The sale shall ~~must~~ conform to the terms of the
924 notification.

925 ~~(d)(e)~~ The sale shall ~~must~~ be held at the nearest suitable
926 place to ~~that~~ where the goods are held or stored.

927 ~~(e)(f)~~ After the expiration of the time given in the
928 notification, an advertisement of the sale shall ~~must~~ be

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929 published once a week for 2 weeks consecutively in a newspaper
930 of general circulation where the sale is to be held. The
931 advertisement shall ~~must~~ include a description of the goods, the
932 name of the person on whose account they are being held, and the
933 time and place of the sale. The sale shall ~~must~~ take place at
934 least 15 days after the first publication. If there is no
935 newspaper of general circulation where the sale is to be held,
936 the advertisement shall ~~must~~ be posted at least 10 days before
937 the sale in not fewer ~~less~~ than 6 conspicuous places in the
938 neighborhood of the proposed sale.

939 (3) Before any sale pursuant to this section any person
940 claiming a right in the goods may pay the amount necessary to
941 satisfy the lien and the reasonable expenses incurred in
942 complying with ~~under~~ this section. In that event, the goods may
943 ~~must~~ not be sold, but shall ~~must~~ be retained by the warehouse
944 ~~warehouseman~~ subject to the terms of the receipt and this
945 chapter.

946 (4) A warehouse ~~The warehouseman~~ may buy at any public sale
947 held pursuant to this section.

948 (5) A purchaser in good faith of goods sold to enforce a
949 warehouse's ~~warehouseman's~~ lien takes the goods free of any
950 rights of persons against which ~~whom~~ the lien was valid, despite
951 the warehouse's noncompliance ~~by the warehouseman~~ with ~~the~~
952 ~~requirements of~~ this section.

953 (6) A warehouse ~~The warehouseman~~ may satisfy its ~~his or her~~
954 lien from the proceeds of any sale pursuant to this section but
955 shall ~~must~~ hold the balance, if any, for delivery on demand to
956 any person to which the warehouse ~~whom he or she~~ would have been
957 bound to deliver the goods.

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958 (7) The rights provided by this section shall be in
959 addition to all other rights allowed by law to a creditor
960 against a ~~his or her~~ debtor.

961 (8) If ~~Where~~ a lien is on goods stored by a merchant in the
962 course of its ~~his or her~~ business, the lien may be enforced in
963 accordance with ~~either~~ subsection (1) or subsection (2).

964 (9) A warehouse ~~The warehouseman~~ is liable for damages
965 caused by failure to comply with the requirements for sale under
966 this section, and in case of willful violation, is liable for
967 conversion.

968 Section 31. Section 677.301, Florida Statutes, is amended
969 to read:

970 677.301 Liability for nonreceipt or misdescription; "said
971 to contain"; "shipper's weight, load, and count"; improper
972 handling.-

973 (1) A consignee of a nonnegotiable bill of lading which ~~who~~
974 has given value in good faith, or a holder to which ~~whom~~ a
975 negotiable bill has been duly negotiated, relying in either case
976 upon the description ~~therein~~ of the goods in the bill, or upon
977 the date ~~therein~~ shown in the bill, may recover from the issuer
978 damages caused by the misdating of the bill or the nonreceipt or
979 misdescription of the goods, except to the extent that the bill
980 ~~document~~ indicates that the issuer does not know whether any
981 part or all of the goods in fact were received or conform to the
982 description, such as in the case in which ~~where~~ the description
983 is in terms of marks or labels or kind, quantity, or condition
984 or the receipt or description is qualified by "contents or
985 condition of contents of packages unknown," "said to contain,"
986 "shipper's weight, load, and count" or words of similar import

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987 ~~the like~~, if that ~~such~~ indication is ~~be~~ true.

988 (2) If ~~When~~ goods are loaded by the ~~an~~ issuer of a bill of
989 lading: who is a common carrier,

990 (a) The issuer shall ~~must~~ count the packages of goods if
991 shipped in packages ~~package freight~~ and ascertain the kind and
992 quantity if shipped in bulk; and freight.

993 (b) Words ~~In~~ such as ~~eases~~ "shipper's weight, load, and
994 count" or ~~other~~ words of similar import indicating that the
995 description was made by the shipper are ineffective except as to
996 goods freight concealed in ~~by~~ packages.

997 (3) If ~~When~~ bulk goods are ~~freight is~~ loaded by a shipper
998 that ~~who~~ makes available to the issuer of a bill of lading
999 adequate facilities for weighing those goods, the ~~such freight,~~
1000 ~~an issuer shall~~ ~~who is a common carrier~~ ~~must~~ ascertain the kind
1001 and quantity within a reasonable time after receiving the
1002 shipper's ~~written~~ request ~~of the shipper~~ to do so. In that case
1003 ~~such cases~~ "shipper's weight, load, and count" or ~~other~~ words of
1004 similar import ~~like purport~~ are ineffective.

1005 (4) The issuer of a bill of lading, ~~may~~ by including
1006 ~~inserting~~ in the bill the words "shipper's weight, load, and
1007 count" or ~~other~~ words of similar import, ~~may like purport~~
1008 indicate that the goods were loaded by the shipper, ~~and~~ if that
1009 ~~such~~ statement is ~~be~~ true, the issuer is ~~shall~~ not ~~be~~ liable for
1010 damages caused by the improper loading. However, ~~But their~~
1011 omission of such words does not imply liability for ~~such~~ damages
1012 caused by improper loading.

1013 (5) A ~~The~~ shipper guarantees ~~shall be deemed to have~~
1014 ~~guaranteed to an~~ the issuer the accuracy at the time of shipment
1015 of the description, marks, labels, number, kind, quantity,

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1016 condition and weight, as furnished by the shipper, ~~him or her~~;
 1017 and the shipper shall indemnify the issuer against damage caused
 1018 by inaccuracies in those ~~such~~ particulars. This ~~The~~ right of ~~the~~
 1019 ~~issuer to such~~ indemnity does not ~~shall in no way~~ limit the
 1020 issuer's ~~his or her~~ responsibility or ~~and~~ liability under the
 1021 contract of carriage to any person other than the shipper.

1022 Section 32. Section 677.302, Florida Statutes, is amended
 1023 to read:

1024 677.302 Through bills of lading and similar documents of
 1025 title.-

1026 (1) The issuer of a through bill of lading, or other
 1027 document of title embodying an undertaking to be performed in
 1028 part by a person ~~persons~~ acting as its agent ~~agents~~ or by a
 1029 performing carrier, ~~connecting carriers~~ is liable to any person
 1030 ~~anyone~~ entitled to recover on the bill or other document for any
 1031 breach by the ~~such~~ other person ~~persons~~ or the performing ~~by a~~
 1032 ~~connecting~~ carrier of its obligation under the bill or other
 1033 document. However, ~~but~~ to the extent that the bill or other
 1034 document covers an undertaking to be performed overseas or in
 1035 territory not contiguous to the continental United States or an
 1036 undertaking including matters other than transportation, this
 1037 liability for breach by the other person or the performing
 1038 carrier may be varied by agreement of the parties.

1039 (2) If ~~Where~~ goods covered by a through bill of lading or
 1040 other document of title embodying an undertaking to be performed
 1041 in part by a person ~~persons~~ other than the issuer are received
 1042 by that ~~any such~~ person, the person ~~he or she~~ is subject, with
 1043 respect to its ~~his or her~~ own performance while the goods are in
 1044 its ~~his or her~~ possession, to the obligation of the issuer. The

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1045 person's ~~His or her~~ obligation is discharged by delivery of the
 1046 goods to another ~~such~~ person pursuant to the bill or other
 1047 document, ~~and~~ and does not include liability for breach by any other
 1048 person ~~such persons~~ or by the issuer.

1049 (3) The issuer of a such through bill of lading or other
 1050 document of title described in subsection (1) is ~~shall be~~
 1051 entitled to recover from the performing ~~connecting~~ carrier, or
 1052 ~~such~~ other person in possession of the goods when the breach of
 1053 the obligation under the bill or other document occurred: ~~7~~

1054 (a) The amount it may be required to pay to any person
 1055 ~~anyone~~ entitled to recover on the bill or other document for the
 1056 breach therefor, as may be evidenced by any receipt, judgment,
 1057 or transcript of judgment; ~~thereof~~, and

1058 (b) The amount of any expense reasonably incurred by the
 1059 insurer ~~it~~ in defending any action commenced ~~brought~~ by any
 1060 person ~~anyone~~ entitled to recover on the bill or other document
 1061 for the breach therefor.

1062 Section 33. Section 677.303, Florida Statutes, is amended
 1063 to read:

1064 677.303 Diversion; reconsignment; change of instructions.-

1065 (1) Unless the bill of lading otherwise provides, a ~~the~~
 1066 carrier may deliver the goods to a person or destination other
 1067 than that stated in the bill or may otherwise dispose of the
 1068 goods, without liability for misdelivery, on instructions from:

1069 (a) The holder of a negotiable bill; ~~or~~

1070 (b) The consignor on a nonnegotiable bill, even if the
 1071 consignee has given notwithstanding contrary instructions ~~from~~
 1072 ~~the consignee; or~~

1073 (c) The consignee on a nonnegotiable bill in the absence of

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1074 contrary instructions from the consignor, if the goods have
1075 arrived at the billed destination or if the consignee is in
1076 possession of the tangible bill or in control of the electronic
1077 bill; or

1078 (d) The consignee on a nonnegotiable bill, if the consignee
1079 ~~he or she~~ is entitled as against the consignor to dispose of the
1080 goods them.

1081 (2) Unless ~~such~~ instructions described in subsection (1)
1082 are included in noted on a negotiable bill of lading, a person
1083 to which whom the bill is duly negotiated may can hold the
1084 bailee according to the original terms.

1085 Section 34. Section 677.304, Florida Statutes, is amended
1086 to read:

1087 677.304 Tangible bills of lading in a set.-

1088 (1) Except as where customary in international overseas
1089 transportation, a tangible bill of lading may must not be issued
1090 in a set of parts. The issuer is liable for damages caused by
1091 violation of this subsection.

1092 (2) If Where a tangible bill of lading is lawfully issued
1093 ~~drawn~~ in a set of parts, each of which contains an
1094 identification code is numbered and is expressed to be valid
1095 only if the goods have not been delivered against any other
1096 part, the whole of the parts constitutes ~~constitute~~ one bill.

1097 (3) If Where a tangible negotiable bill of lading is
1098 lawfully issued in a set of parts and different parts are
1099 negotiated to different persons, the title of the holder to
1100 which whom the first due negotiation is made prevails as to both
1101 the document of title and the goods even if though any later
1102 holder may have received the goods from the carrier in good

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1103 faith and discharged the carrier's obligation by surrendering
1104 its ~~surrender of his or her~~ part.

1105 (4) A Any person that ~~who~~ negotiates or transfers a single
1106 part of a tangible bill of lading issued ~~drawn~~ in a set is
1107 liable to holders of that part as if it were the whole set.

1108 (5) The bailee shall ~~is obliged to~~ deliver in accordance
1109 with part IV of this chapter against the first presented part of
1110 a tangible bill of lading lawfully drawn in a set. ~~Such~~ Delivery
1111 in this manner discharges the bailee's obligation on the whole
1112 bill.

1113 Section 35. Section 677.305, Florida Statutes, is amended
1114 to read:

1115 677.305 Destination bills.—

1116 (1) Instead of issuing a bill of lading to the consignor at
1117 the place of shipment, a carrier, ~~may~~ at the request of the
1118 consignor, may procure the bill to be issued at destination or
1119 at any other place designated in the request.

1120 (2) Upon request of any person ~~anyone~~ entitled as against
1121 the carrier to control the goods while in transit and on
1122 surrender of possession or control of any outstanding bill of
1123 lading or other receipt covering such goods, the issuer, subject
1124 to s. 677.105, may procure a substitute bill to be issued at any
1125 place designated in the request.

1126 Section 36. Section 677.307, Florida Statutes, is amended
1127 to read:

1128 677.307 Lien of carrier.—

1129 (1) A carrier has a lien on the goods covered by a bill of
1130 lading or on the proceeds thereof in its possession for charges
1131 after ~~subsequent to~~ the date of the carrier's ~~its~~ receipt of the

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1132 goods for storage or transportation, including demurrage and
1133 terminal charges, ~~(including demurrage and terminal charges)~~ and
1134 for expenses necessary for preservation of the goods incident to
1135 their transportation or reasonably incurred in their sale
1136 pursuant to law. However, ~~But~~ against a purchaser for value of a
1137 negotiable bill of lading, a carrier's lien is limited to
1138 charges stated in the bill or the applicable tariffs, ~~or,~~ if no
1139 charges are stated, ~~then to~~ a reasonable charge.

1140 (2) A lien for charges and expenses under subsection (1) on
1141 goods that ~~which~~ the carrier was required by law to receive for
1142 transportation is effective against the consignor or any person
1143 entitled to the goods unless the carrier had notice that the
1144 consignor lacked authority to subject the goods to those ~~such~~
1145 charges and expenses. Any other lien under subsection (1) is
1146 effective against the consignor and any person that ~~who~~
1147 permitted the bailor to have control or possession of the goods
1148 unless the carrier had notice that the bailor lacked ~~such~~
1149 authority.

1150 (3) A carrier loses its ~~his or her~~ lien on any goods that
1151 it ~~which the carrier~~ voluntarily delivers or ~~which he or she~~
1152 unjustifiably refuses to deliver.

1153 Section 37. Section 677.308, Florida Statutes, is amended
1154 to read:

1155 677.308 Enforcement of carrier's lien.—

1156 (1) A carrier's lien on goods may be enforced by public or
1157 private sale of the goods, in bulk ~~block~~ or in packages ~~parcels~~,
1158 at any time or place and on any terms that ~~which~~ are
1159 commercially reasonable, after notifying all persons known to
1160 claim an interest in the goods. The ~~Such~~ notification shall ~~must~~

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1161 include a statement of the amount due, the nature of the
1162 proposed sale, and the time and place of any public sale. The
1163 fact that a better price could have been obtained by a sale at a
1164 different time or in a method different ~~method~~ from that
1165 selected by the carrier is not of itself sufficient to establish
1166 that the sale was not made in a commercially reasonable manner.
1167 ~~If~~ The carrier ~~either~~ sells ~~the~~ goods in a commercially
1168 reasonable ~~the usual~~ manner ~~in any recognized market therefor or~~
1169 ~~if the carrier~~ ~~he or she~~ sells the goods in the usual manner in
1170 any recognized market therefor, sells at the price current in
1171 that ~~such~~ market at the time of the ~~his or her~~ sale, or ~~if the~~
1172 ~~carrier has~~ otherwise sells ~~sold~~ in conformity with commercially
1173 reasonable practices among dealers in the type of goods sold ~~he~~
1174 ~~or she has sold in a commercially reasonable manner.~~ A sale of
1175 more goods than apparently necessary to be offered to ensure
1176 satisfaction of the obligation is not commercially reasonable,
1177 except in cases covered by the preceding sentence.

1178 (2) Before any sale pursuant to this section, any person
1179 claiming a right in the goods may pay the amount necessary to
1180 satisfy the lien and the reasonable expenses incurred in
1181 complying with ~~under~~ this section. In that event, the goods may
1182 ~~must~~ not be sold, but shall ~~must~~ be retained by the carrier,
1183 subject to the terms of the bill of lading and this chapter.

1184 (3) The carrier may buy at any public sale pursuant to this
1185 section.

1186 (4) A purchaser in good faith of goods sold to enforce a
1187 carrier's lien takes the goods free of any rights of persons
1188 against which ~~whom~~ the lien was valid, despite the carrier's
1189 noncompliance ~~by the carrier~~ with ~~the requirements of this~~

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1190 section.

1191 (5) A ~~The~~ carrier may satisfy its ~~his or her~~ lien from the
 1192 proceeds of any sale pursuant to this section but shall ~~must~~
 1193 hold the balance, if any, for delivery on demand to any person
 1194 to which ~~whom~~ the carrier would have been bound to deliver the
 1195 goods.

1196 (6) The rights provided by this section are ~~shall be~~ in
 1197 addition to all other rights allowed by law to a creditor
 1198 against a ~~his or her~~ debtor.

1199 (7) A carrier's lien may be enforced pursuant to ~~in~~
 1200 ~~accordance with~~ either subsection (1) or the procedure set forth
 1201 in s. 677.210(2).

1202 (8) A ~~The~~ carrier is liable for damages caused by failure
 1203 to comply with the requirements for sale under this section and,
 1204 in case of willful violation, is liable for conversion.

1205 Section 38. Section 677.309, Florida Statutes, is amended
 1206 to read:

1207 677.309 Duty of care; contractual limitation of carrier's
 1208 liability.—

1209 (1) A carrier that ~~who~~ issues a bill of lading, whether
 1210 negotiable or nonnegotiable, shall ~~must~~ exercise the degree of
 1211 care in relation to the goods which a reasonably careful person
 1212 would exercise under similar ~~like~~ circumstances. This subsection
 1213 does not affect ~~repeal or change~~ any statute, regulation, law or
 1214 rule of law that ~~which~~ imposes liability upon a common carrier
 1215 for damages not caused by its negligence.

1216 (2) Damages may be limited by a term in the bill of lading
 1217 or in a transportation agreement ~~provision~~ that the carrier's
 1218 liability may ~~shall~~ not exceed a value stated in the bill or

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1219 transportation agreement ~~document~~ if the carrier's rates are
 1220 dependent upon value and the consignor ~~by the carrier's tariff~~
 1221 is afforded an opportunity to declare a higher value and the
 1222 consignor ~~or a value as lawfully provided in the tariff, or~~
 1223 ~~where no tariff is filed he or she is otherwise advised of the~~
 1224 ~~such opportunity.~~ However,; ~~but no~~ such a limitation is not
 1225 effective with respect to the carrier's liability for conversion
 1226 to its own use.

1227 (3) Reasonable provisions as to the time and manner of
 1228 presenting claims and commencing ~~instituting~~ actions based on
 1229 the shipment may be included in the bill of lading or a
 1230 transportation agreement ~~tariff~~.

1231 Section 39. Section 677.401, Florida Statutes, is amended
 1232 to read:

1233 677.401 Irregularities in issue of receipt or bill or
 1234 conduct of issuer.—The obligations imposed by this chapter on an
 1235 issuer apply to a document of title even if ~~regardless of the~~
 1236 ~~fact that:~~

1237 (1) The document does ~~may~~ not comply with the requirements
 1238 of this chapter or of any other statute, rule of law, law or
 1239 regulation regarding its issuance ~~issue~~, form, or content; ~~or~~

1240 (2) The issuer ~~may have~~ violated laws regulating the
 1241 conduct of its ~~his or her~~ business; ~~or~~

1242 (3) The goods covered by the document were owned by the
 1243 bailee when ~~at the time~~ the document was issued; or

1244 (4) The person issuing the document is not a warehouse but
 1245 the document ~~does not come within the definition of warehouseman~~
 1246 ~~if it~~ purports to be a warehouse receipt.

1247 Section 40. Section 677.402, Florida Statutes, is amended

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1248 to read:

1249 677.402 Duplicate document of title ~~receipt or bill~~;

1250 overissue. ~~Neither~~ A duplicate or ~~nor~~ any other document of

1251 title purporting to cover goods already represented by an

1252 outstanding document of the same issuer does not confer ~~confers~~

1253 any right in the goods, except as provided in the case of

1254 tangible bills of lading in a set of parts, overissue of

1255 documents for fungible goods, and substitutes for lost, stolen

1256 or destroyed documents, or substitute documents issued pursuant

1257 to s. 677.105. ~~But~~ The issuer is liable for damages caused by

1258 its ~~his or her~~ overissue or failure to identify a duplicate

1259 document ~~as such~~ by a conspicuous notation ~~on its face~~.

1260 Section 41. Section 677.403, Florida Statutes, is amended

1261 to read:

1262 677.403 Obligation of bailee ~~warehouseman or carrier~~ to

1263 deliver; excuse.—

1264 (1) ~~A~~ The bailee shall ~~must~~ deliver the goods to a person

1265 entitled under a the document of title if the person ~~who~~

1266 complies with subsections (2) and (3), unless and to the extent

1267 that the bailee establishes any of the following:

1268 (a) Delivery of the goods to a person whose receipt was

1269 rightful as against the claimant;

1270 (b) Damage to or delay, loss or destruction of the goods

1271 for which the bailee is not liable, but the burden of

1272 establishing negligence in such cases when value of such damage,

1273 delay, loss, or destruction exceeds \$10,000 is on the person

1274 entitled under the document;—

1275 (c) Previous sale or other disposition of the goods in

1276 lawful enforcement of a lien or on a warehouse's ~~warehouseman's~~

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1277 lawful termination of storage;

1278 (d) The exercise by a seller of its ~~his or her~~ right to
 1279 stop delivery pursuant to s. 672.705 or by a lessor of its right
 1280 to stop delivery pursuant to s. 680.526 ~~the provisions of the~~
 1281 ~~chapter on sales (s. 672.705);~~

1282 (e) A diversion, reconsignment, l or other disposition
 1283 pursuant to s. 677.303 ~~the provisions of this chapter (s.~~
 1284 ~~677.303) or tariff regulating such right;~~

1285 (f) Release, satisfaction, l or any other ~~fact affording a~~
 1286 personal defense against the claimant; or

1287 (g) Any other lawful excuse.

1288 (2) A person claiming goods covered by a document of title
 1289 shall must satisfy the bailee's lien if ~~where~~ the bailee so
 1290 requests or if ~~where~~ the bailee is prohibited by law from
 1291 delivering the goods until the charges are paid.

1292 (3) Unless a ~~the~~ person claiming the goods is a person ~~one~~
 1293 against which ~~whom~~ the document of title does not confer a
 1294 ~~confers no~~ right under s. 677.503(1):7

1295 (a) The person claiming under a document shall ~~he or she~~
 1296 ~~must~~ surrender possession or control of any outstanding
 1297 negotiable document covering the goods for cancellation or
 1298 indication of partial deliveries; and

1299 (b) ~~for cancellation or notation of partial deliveries any~~
 1300 ~~outstanding negotiable document covering the goods, and~~ The
 1301 bailee shall must cancel the document or conspicuously indicate
 1302 in the document ~~note~~ the partial delivery ~~thereon~~ or the bailee
 1303 is ~~be~~ liable to any person to which ~~whom~~ the document is duly
 1304 negotiated.

1305 (4) ~~"Person entitled under the document" means holder in~~

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1306 ~~the case of a negotiable document, or the person to whom~~
 1307 ~~delivery is to be made by the terms of or pursuant to written~~
 1308 ~~instructions under a nonnegotiable document.~~

1309 Section 42. Section 677.404, Florida Statutes, is amended
 1310 to read:

1311 677.404 No liability for good faith delivery pursuant to
 1312 document of title receipt or bill.—A bailee that ~~who~~ in good
 1313 faith ~~including observance of reasonable commercial standards~~
 1314 has received goods and delivered or otherwise disposed of the
 1315 goods ~~them~~ according to the terms of the document of title or
 1316 pursuant to this chapter is not liable for the goods ~~therefor.~~
 1317 ~~This rule applies even if:~~

1318 (1) though The person from which the bailee ~~whom he or she~~
 1319 received the goods did not have ~~had no~~ authority to procure the
 1320 document or to dispose of the goods; or

1321 (2) The ~~and even though~~ the person to which the bailee ~~whom~~
 1322 ~~he or she~~ delivered the goods did not have ~~had no~~ authority to
 1323 receive the goods ~~them~~.

1324 Section 43. Section 677.501, Florida Statutes, is amended
 1325 to read:

1326 677.501 Form of negotiation and requirements of “due
 1327 negotiation.”—

1328 (1) The following rules apply to a negotiable tangible
 1329 document of title:

1330 (a) If the document's original terms run ~~running~~ to the
 1331 order of a named person, the document is negotiated by the named
 1332 person's indorsement and delivery. After the named person's ~~his~~
 1333 ~~or her~~ indorsement in blank or to bearer, any person ~~may~~ can
 1334 negotiate the document ~~it~~ by delivery alone.

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- 1335 (b) If the document's original
1336 ~~(2) (a) A negotiable document of title is also negotiated by~~
1337 ~~delivery alone when by its original terms run it runs to bearer,~~
1338 it is negotiated by delivery alone.
- 1339 (c) If the document's original terms run
1340 ~~(b) When a document running to the order of a named person~~
1341 and it is delivered to the named person, him or her the effect
1342 is the same as if the document had been negotiated.
- 1343 (d) (3) Negotiation of the a negotiable document of title
1344 after it has been indorsed to a named specified person requires
1345 indorsement by the named person and special indorsee as well as
1346 delivery.
- 1347 (e) (4) A negotiable document of title is duly negotiated if
1348 ~~"duly negotiated" when~~ it is negotiated in the manner stated in
1349 this subsection section to a holder that who purchases it in
1350 good faith, without notice of any defense against or claim to it
1351 on the part of any person, and for value, unless it is
1352 established that the negotiation is not in the regular course of
1353 business or financing or involves receiving the document in
1354 settlement or payment of a money obligation.
- 1355 (2) The following rules apply to a negotiable electronic
1356 document of title:
- 1357 (a) If the document's original terms run to the order of a
1358 named person or to bearer, the document is negotiated by
1359 delivery of the document to another person. Indorsement by the
1360 named person is not required to negotiate the document.
- 1361 (b) If the document's original terms run to the order of a
1362 named person and the named person has control of the document,
1363 the effect is the same as if the document had been negotiated.

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1364 (c) A document is duly negotiated if it is negotiated in
 1365 the manner stated in this subsection to a holder that purchases
 1366 it in good faith, without notice of any defense against or claim
 1367 to it on the part of any person, and for value, unless it is
 1368 established that the negotiation is not in the regular course of
 1369 business or financing or involves taking delivery of the
 1370 document in settlement or payment of a monetary obligation.

1371 ~~(3)-(5)~~ Indorsement of a nonnegotiable document of title
 1372 neither makes it negotiable nor adds to the transferee's rights.

1373 ~~(4)-(6)~~ The naming in a negotiable bill of lading of a
 1374 person to be notified of the arrival of the goods does not limit
 1375 the negotiability of the bill or ~~not~~ constitute notice to a
 1376 purchaser of the bill thereof of any interest of that such
 1377 person in the goods.

1378 Section 44. Section 677.502, Florida Statutes, is amended
 1379 to read:

1380 677.502 Rights acquired by due negotiation.—

1381 (1) Subject to ss. ~~the following section and to the~~
 1382 ~~provisions of s. 677.205 and 677.503 on fungible goods,~~ a holder
 1383 to which ~~whom~~ a negotiable document of title has been duly
 1384 negotiated acquires thereby:

1385 (a) Title to the document;

1386 (b) Title to the goods;

1387 (c) All rights accruing under the law of agency or
 1388 estoppel, including rights to goods delivered to the bailee
 1389 after the document was issued; and

1390 (d) The direct obligation of the issuer to hold or deliver
 1391 the goods according to the terms of the document free of any
 1392 defense or claim by the issuer ~~him or her~~ except those arising

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1393 under the terms of the document or under this chapter, ~~but~~ in
 1394 the case of a delivery order, the bailee's obligation accrues
 1395 only upon the bailee's acceptance of the delivery order and the
 1396 obligation acquired by the holder is that the issuer and any
 1397 indorser will procure the acceptance of the bailee.

1398 (2) Subject to the following section, title and rights so
 1399 acquired by due negotiation are not defeated by any stoppage of
 1400 the goods represented by the document of title or by surrender
 1401 of the such goods by the bailee, ~~and~~ are not impaired even if:

1402 (a) ~~though~~ The due negotiation or any prior due negotiation
 1403 constituted a breach of duty; ~~or even though~~

1404 (b) Any person has been deprived of possession of a
 1405 negotiable tangible ~~the~~ document or control of a negotiable
 1406 electronic document by misrepresentation, fraud, accident,
 1407 mistake, duress, loss, theft, or conversion; ~~or even though~~

1408 (c) A previous sale or other transfer of the goods or
 1409 document has been made to a third person.

1410 Section 45. Section 677.503, Florida Statutes, is amended
 1411 to read:

1412 677.503 Document of title to goods defeated in certain
 1413 cases.—

1414 (1) A document of title confers no right in goods against a
 1415 person that ~~who~~ before issuance of the document had a legal
 1416 interest or a perfected security interest in the goods ~~them~~ and
 1417 that did not ~~who~~ ~~neither~~:

1418 (a) Deliver or entrust the goods ~~Delivered or entrusted~~
 1419 ~~them~~ or any document of title covering the goods ~~them~~ to the
 1420 bailor or the bailor's nominee with:

1421 1. Actual or apparent authority to ship, store, or sell; ~~or~~

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1422 with

1423 2. Power to obtain delivery under s. 677.403; ~~this chapter~~
1424 ~~(s. 677.403)~~ or with

1425 3. Power of disposition under s. 672.403, s. 680.304(2), s.
1426 680.305(2), s. 679.320, or s. 679.321(3) ~~this code (ss. 672.403~~
1427 ~~and 679.320)~~ or other statute or rule of law; or ~~nor~~

1428 (b) Acquiesce ~~Acquiesced~~ in the procurement by the bailor
1429 or its ~~the bailor's~~ nominee of any document ~~of title~~.

1430 (2) Title to goods based upon an unaccepted delivery order
1431 is subject to the rights of any person ~~anyone~~ to which ~~whom~~ a
1432 negotiable warehouse receipt or bill of lading covering the
1433 goods has been duly negotiated. That ~~Such a~~ title may be
1434 defeated under the next section to the same extent as the rights
1435 of the issuer or a transferee from the issuer.

1436 (3) Title to goods based upon a bill of lading issued to a
1437 freight forwarder is subject to the rights of any person ~~anyone~~
1438 to which ~~whom~~ a bill issued by the freight forwarder is duly
1439 negotiated. However, ~~but~~ delivery by the carrier in accordance
1440 with part IV of this chapter pursuant to its own bill of lading
1441 discharges the carrier's obligation to deliver.

1442 Section 46. Section 677.504, Florida Statutes, is amended
1443 to read:

1444 677.504 Rights acquired in the absence of due negotiation;
1445 effect of diversion; ~~seller's~~ stoppage of delivery.-

1446 (1) A transferee of a document of title, whether negotiable
1447 or nonnegotiable, to which ~~whom~~ the document has been delivered
1448 but not duly negotiated, acquires the title and rights that its
1449 ~~which his or her~~ transferor had or had actual authority to
1450 convey.

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1451 (2) In the case of a transfer of a nonnegotiable document
1452 of title, until but not after the bailee receives notice
1453 ~~notification~~ of the transfer, the rights of the transferee may
1454 be defeated:

1455 (a) By those creditors of the transferor which ~~who~~ could
1456 treat the transfer sale as void under s. 672.402 or s. 680.308;
1457 ~~or~~

1458 (b) By a buyer from the transferor in ordinary course of
1459 business if the bailee has delivered the goods to the buyer or
1460 received notification of the buyer's ~~his or her~~ rights; ~~or~~

1461 (c) By a lessee from the transferor in ordinary course of
1462 business if the bailee has delivered the goods to the lessee or
1463 received notification of the lessee's rights; or

1464 (d) ~~(e)~~ As against the bailee, by good-faith ~~good faith~~
1465 dealings of the bailee with the transferor.

1466 (3) A diversion or other change of shipping instructions by
1467 the consignor in a nonnegotiable bill of lading which causes the
1468 bailee not to deliver to the consignee defeats the consignee's
1469 title to the goods if the goods ~~they~~ have been delivered to a
1470 buyer or a lessee in ordinary course of business and, in any
1471 event, defeats the consignee's rights against the bailee.

1472 (4) Delivery of the goods pursuant to a nonnegotiable
1473 document of title may be stopped by a seller under s. 672.705 or
1474 by a lessor under s. 680.526, ~~and~~ subject to the requirements
1475 ~~requirement~~ of due notification ~~there provided~~. A bailee that
1476 honors ~~honoring~~ the seller's or lessor's instructions is
1477 entitled to be indemnified by the seller or lessor against any
1478 resulting loss or expense.

1479 Section 47. Section 677.505, Florida Statutes, is amended

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1480 to read:

1481 677.505 Indorser not a guarantor for other parties.—The
1482 indorsement of a tangible document of title issued by a bailee
1483 does not make the indorser liable for any default by the bailee
1484 or ~~by~~ previous indorsers.

1485 Section 48. Section 677.506, Florida Statutes, is amended
1486 to read:

1487 677.506 Delivery without indorsement; right to compel
1488 indorsement.—The transferee of a negotiable tangible document of
1489 title has a specifically enforceable right to have its ~~his or~~
1490 ~~her~~ transferor supply any necessary indorsement but the transfer
1491 becomes a negotiation only as of the time the indorsement is
1492 supplied.

1493 Section 49. Section 677.507, Florida Statutes, is amended
1494 to read:

1495 677.507 Warranties on negotiation or delivery of document
1496 of title ~~transfer of receipt or bill.~~—~~If~~ Where a person
1497 negotiates or delivers ~~transfers~~ a document of title for value,
1498 otherwise than as a mere intermediary under the next following
1499 section, ~~then~~ unless otherwise agreed, the transferor, in
1500 addition to any warranty made in selling or leasing the goods,
1501 ~~person~~ warrants to its ~~his or her~~ immediate purchaser only that
1502 ~~in addition to any warranty made in selling the goods:~~

1503 (1) ~~That~~ The document is genuine; and

1504 (2) The transferor does not have ~~That he or she has no~~
1505 knowledge of any fact that ~~which~~ would impair the document's ~~its~~
1506 validity or worth; and

1507 (3) The ~~That his or her~~ negotiation or delivery ~~transfer~~ is
1508 rightful and fully effective with respect to the title to the

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1509 document and the goods it represents.

1510 Section 50. Section 677.508, Florida Statutes, is amended
1511 to read:

1512 677.508 Warranties of collecting bank as to documents of
1513 title.—A collecting bank or other intermediary known to be
1514 entrusted with documents of title on behalf of another or with
1515 collection of a draft or other claim against delivery of
1516 documents warrants by the ~~such~~ delivery of the documents only
1517 its own good faith and authority. ~~This rule applies even if~~
1518 ~~though~~ the collecting bank or other intermediary has purchased
1519 or made advances against the claim or draft to be collected.

1520 Section 51. Section 677.509, Florida Statutes, is amended
1521 to read:

1522 677.509 ~~Receipt or bill; when~~ Adequate compliance with
1523 commercial contract. ~~The question~~ Whether a document of title is
1524 adequate to fulfill the obligations of a contract for sale, ~~or~~
1525 the conditions of a letter of credit, or a contract for lease is
1526 determined ~~governed~~ by chapter 672, chapter 675, or chapter 680
1527 ~~the chapters on sales (chapter 672) and on letters of credit~~
1528 ~~(chapter 675)~~.

1529 Section 52. Section 677.601, Florida Statutes, is amended
1530 to read:

1531 677.601 Lost, stolen, or destroyed ~~and missing~~ documents of
1532 title.—

1533 (1) If a document of title is ~~has been~~ lost, stolen, or
1534 destroyed, a court may order delivery of the goods or issuance
1535 of a substitute document and the bailee may without liability to
1536 any person comply with the ~~such~~ order. If the document was
1537 negotiable, a court may not order delivery of the goods or the

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1538 issuance of a substitute document without the claimant's posting
1539 ~~claimant must post~~ security unless it finds that approved by the
1540 ~~court to indemnify~~ any person that who may suffer loss as a
1541 result of nonsurrender of possession or control of the document
1542 is adequately protected against the loss. If the document was
1543 nonnegotiable not negotiable, the court such security may
1544 require security be required at the discretion of the court. The
1545 court may also ~~in its discretion~~ order payment of the bailee's
1546 reasonable costs and attorney's counsel fees in any action under
1547 this subsection.

1548 (2) A bailee that, who without a court order, delivers
1549 goods to a person claiming under a missing negotiable document
1550 of title is liable to any person injured thereby, ~~and~~ If the
1551 delivery is not in good faith, the bailee is ~~becomes~~ liable for
1552 conversion. Delivery in good faith is not conversion if ~~made in~~
1553 ~~accordance with a filed classification or tariff or, where no~~
1554 ~~classification or tariff is filed,~~ if the claimant posts
1555 security with the bailee in an amount at least double the value
1556 of the goods at the time of posting to indemnify any person
1557 injured by the delivery which who files a notice of claim within
1558 1 year after the delivery.

1559 Section 53. Section 677.602, Florida Statutes, is amended
1560 to read:

1561 677.602 Judicial process against Attachment of goods
1562 covered by a negotiable document of title. ~~Unless a Except where~~
1563 ~~the document~~ of title was originally issued upon delivery of the
1564 goods by a person that did not have who had no power to dispose
1565 of them, a no lien does not attach attaches by virtue of any
1566 judicial process to goods in the possession of a bailee for

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1567 which a negotiable document of title is outstanding unless
 1568 possession or control of the document is ~~be~~ first surrendered to
 1569 the bailee or the document's ~~its~~ negotiation is enjoined, ~~and~~
 1570 The bailee may ~~shall~~ not be compelled to deliver the goods
 1571 pursuant to process until possession or control of the document
 1572 is surrendered to the bailee or to ~~him or her or impounded by~~
 1573 the court. A purchaser of ~~One who purchases~~ the document for
 1574 value without notice of the process or injunction takes free of
 1575 the lien imposed by judicial process.

1576 Section 54. Section 677.603, Florida Statutes, is amended
 1577 to read:

1578 677.603 Conflicting claims; interpleader.—If more than one
 1579 person claims title to or possession of the goods, the bailee is
 1580 excused from delivery until the bailee ~~he or she~~ has had a
 1581 reasonable time to ascertain the validity of the adverse claims
 1582 or to commence ~~bring~~ an action for ~~to compel all claimants to~~
 1583 ~~interplead and may compel such interpleader.~~ The bailee may
 1584 assert an interpleader, either in defending an action for
 1585 nondelivery of the goods, or by original action, ~~whichever is~~
 1586 ~~appropriate.~~

1587 Section 55. Subsection (7) is added to section 678.1031,
 1588 Florida Statutes, to read:

1589 678.1031 Rules for determining whether certain obligations
 1590 and interests are securities or financial assets.—

1591 (7) A document of title is not a financial asset unless s.
 1592 678.1021(1)(i)2. applies.

1593 Section 56. Subsection (2) of section 679.1021, Florida
 1594 Statutes, is amended to read:

1595 679.1021 Definitions and index of definitions.—

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1596 (2) The following definitions in other chapters apply to
1597 this chapter:

1598 "Applicant" s. 675.103.

1599 "Beneficiary" s. 675.103.

1600 "Broker" s. 678.1021.

1601 "Certificated security" s. 678.1021.

1602 "Check" s. 673.1041.

1603 "Clearing corporation" s. 678.1021.

1604 "Contract for sale" s. 672.106.

1605 "Control" s. 677.106.

1606 "Customer" s. 674.104.

1607 "Entitlement holder" s. 678.1021.

1608 "Financial asset" s. 678.1021.

1609 "Holder in due course" s. 673.3021.

1610 "Issuer" (with respect to a letter of credit
1611 or letter-of-credit right) s. 675.103.

1612 "Issuer" (with respect to a security) s. 678.2011.

1613 "Issuer" (with respect to documents of title) s. 677.102.

1614 "Lease" s. 680.1031.

1615 "Lease agreement" s. 680.1031.

1616 "Lease contract" s. 680.1031.

1617 "Leasehold interest" s. 680.1031.

1618 "Lessee" s. 680.1031.

1619 "Lessee in ordinary course of
1620 business" s. 680.1031.

1621 "Lessor" s. 680.1031.

1622 "Lessor's residual interest" s. 680.1031.

1623 "Letter of credit" s. 675.103.

1624 "Merchant" s. 672.104.

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1625 "Negotiable instrument" s. 673.1041.
 1626 "Nominated person" s. 675.103.
 1627 "Note" s. 673.1041.
 1628 "Proceeds of a letter of credit" s. 675.114.
 1629 "Prove" s. 673.1031.
 1630 "Sale" s. 672.106.
 1631 "Securities account" s. 678.5011.
 1632 "Securities intermediary" s. 678.1021.
 1633 "Security" s. 678.1021.
 1634 "Security certificate" s. 678.1021.
 1635 "Security entitlement" s. 678.1021.
 1636 "Uncertificated security" s. 678.1021.
 1637 Section 57. Subsection (2) of section 679.2031, Florida
 1638 Statutes, is amended to read:
 1639 679.2031 Attachment and enforceability of security
 1640 interest; proceeds; supporting obligations; formal requisites.—
 1641 (2) Except as otherwise provided in subsections (3) through
 1642 (10), a security interest is enforceable against the debtor and
 1643 third parties with respect to the collateral only if:
 1644 (a) Value has been given;
 1645 (b) The debtor has rights in the collateral or the power to
 1646 transfer rights in the collateral to a secured party; and
 1647 (c) One of the following conditions is met:
 1648 1. The debtor has authenticated a security agreement that
 1649 provides a description of the collateral and, if the security
 1650 interest covers timber to be cut, a description of the land
 1651 concerned;
 1652 2. The collateral is not a certificated security and is in
 1653 the possession of the secured party under s. 679.3131 pursuant

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1654 to the debtor's security agreement;

1655 3. The collateral is a certificated security in registered
1656 form and the security certificate has been delivered to the
1657 secured party under s. 678.3011 pursuant to the debtor's
1658 security agreement; or

1659 4. The collateral is deposit accounts, electronic chattel
1660 paper, investment property, ~~or~~ letter-of-credit rights, or
1661 electronic documents, and the secured party has control under s.
1662 677.106, s. 679.1041, s. 679.1051, s. 679.1061, or s. 679.1071
1663 pursuant to the debtor's security agreement.

1664 Section 58. Subsection (3) of section 679.2071, Florida
1665 Statutes, is amended to read:

1666 679.2071 Rights and duties of secured party having
1667 possession or control of collateral.—

1668 (3) Except as otherwise provided in subsection (4), a
1669 secured party having possession of collateral or control of
1670 collateral under s. 677.106, s. 679.1041, s. 679.1051, s.
1671 679.1061, or s. 679.1071:

1672 (a) May hold as additional security any proceeds, except
1673 money or funds, received from the collateral;

1674 (b) Shall apply money or funds received from the collateral
1675 to reduce the secured obligation, unless remitted to the debtor;
1676 and

1677 (c) May create a security interest in the collateral.

1678 Section 59. Subsection (2) of section 679.2081, Florida
1679 Statutes, is amended to read:

1680 679.2081 Additional duties of secured party having control
1681 of collateral.—

1682 (2) Within 10 days after receiving an authenticated demand

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1683 by the debtor:

1684 (a) A secured party having control of a deposit account
1685 under s. 679.1041(1)(b) shall send to the bank with which the
1686 deposit account is maintained an authenticated statement that
1687 releases the bank from any further obligation to comply with
1688 instructions originated by the secured party;

1689 (b) A secured party having control of a deposit account
1690 under s. 679.1041(1)(c) shall:

1691 1. Pay the debtor the balance on deposit in the deposit
1692 account; or

1693 2. Transfer the balance on deposit into a deposit account
1694 in the debtor's name;

1695 (c) A secured party, other than a buyer, having control of
1696 electronic chattel paper under s. 679.1051 shall:

1697 1. Communicate the authoritative copy of the electronic
1698 chattel paper to the debtor or its designated custodian;

1699 2. If the debtor designates a custodian that is the
1700 designated custodian with which the authoritative copy of the
1701 electronic chattel paper is maintained for the secured party,
1702 communicate to the custodian an authenticated record releasing
1703 the designated custodian from any further obligation to comply
1704 with instructions originated by the secured party and
1705 instructing the custodian to comply with instructions originated
1706 by the debtor; and

1707 3. Take appropriate action to enable the debtor or the
1708 debtor's designated custodian to make copies of or revisions to
1709 the authoritative copy which add or change an identified
1710 assignee of the authoritative copy without the consent of the
1711 secured party;

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1712 (d) A secured party having control of investment property
1713 under s. 678.1061(4)(b) or s. 679.1061(2) shall send to the
1714 securities intermediary or commodity intermediary with which the
1715 security entitlement or commodity contract is maintained an
1716 authenticated record that releases the securities intermediary
1717 or commodity intermediary from any further obligation to comply
1718 with entitlement orders or directions originated by the secured
1719 party; ~~and~~

1720 (e) A secured party having control of a letter-of-credit
1721 right under s. 679.1071 shall send to each person having an
1722 unfulfilled obligation to pay or deliver proceeds of the letter
1723 of credit to the secured party an authenticated release from any
1724 further obligation to pay or deliver proceeds of the letter of
1725 credit to the secured party; and-

1726 (f) A secured party having control of an electronic
1727 document shall:

1728 1. Give control of the electronic document to the debtor or
1729 its designated custodian;

1730 2. If the debtor designates a custodian that is the
1731 designated custodian with which the authoritative copy of the
1732 electronic document is maintained for the secured party,
1733 communicate to the custodian an authenticated record releasing
1734 the designated custodian from any further obligation to comply
1735 with instructions originated by the secured party and
1736 instructing the custodian to comply with instructions originated
1737 by the debtor; and

1738 3. Take appropriate action to enable the debtor or its
1739 designated custodian to make copies of or revisions to the
1740 authenticated copy which add or change an identified assignee of

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1741 the authoritative copy without the consent of the secured party.

1742 Section 60. Subsection (3) of section 679.3011, Florida
1743 Statutes, is amended to read:

1744 679.3011 Law governing perfection and priority of security
1745 interests.—Except as otherwise provided in ss. 679.1091,
1746 679.3031, 679.3041, 679.3051, and 679.3061, the following rules
1747 determine the law governing perfection, the effect of perfection
1748 or nonperfection, and the priority of a security interest in
1749 collateral:

1750 (3) Except as otherwise provided in subsections (4) and
1751 (5), while tangible negotiable documents, goods, instruments,
1752 money, or tangible chattel paper is located in a jurisdiction,
1753 the local law of that jurisdiction governs:

1754 (a) Perfection of a security interest in the goods by
1755 filing a fixture filing;

1756 (b) Perfection of a security interest in timber to be cut;
1757 and

1758 (c) The effect of perfection or nonperfection and the
1759 priority of a nonpossessory security interest in the collateral.

1760 Section 61. Subsection (2) of section 679.3101, Florida
1761 Statutes, is amended to read:

1762 679.3101 When filing required to perfect security interest
1763 or agricultural lien; security interests and agricultural liens
1764 to which filing provisions do not apply.—

1765 (2) The filing of a financing statement is not necessary to
1766 perfect a security interest:

1767 (a) That is perfected under s. 679.3081(4), (5), (6), or
1768 (7);

1769 (b) That is perfected under s. 679.3091 when it attaches;

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1770 (c) In property subject to a statute, regulation, or treaty
1771 described in s. 679.3111(1);

1772 (d) In goods in possession of a bailee which is perfected
1773 under s. 679.3121(4) (a) or (b);

1774 (e) In certificated securities, documents, goods, or
1775 instruments which is perfected without filing, control, or
1776 possession under s. 679.3121(5), (6), or (7);

1777 (f) In collateral in the secured party's possession under
1778 s. 679.3131;

1779 (g) In a certificated security which is perfected by
1780 delivery of the security certificate to the secured party under
1781 s. 679.3131;

1782 (h) In deposit accounts, electronic chattel paper,
1783 electronic documents, investment property, or letter-of-credit
1784 rights which is perfected by control under s. 679.3141;

1785 (i) In proceeds which is perfected under s. 679.3151; or

1786 (j) That is perfected under s. 679.3161.

1787 Section 62. Subsection (5) of section 679.3121, Florida
1788 Statutes, is amended to read:

1789 679.3121 Perfection of security interests in chattel paper,
1790 deposit accounts, documents, goods covered by documents,
1791 instruments, investment property, letter-of-credit rights, and
1792 money; perfection by permissive filing; temporary perfection
1793 without filing or transfer of possession.—

1794 (5) A security interest in certificated securities,
1795 negotiable documents, or instruments is perfected without filing
1796 or the taking of possession or control for a period of 20 days
1797 from the time it attaches to the extent that it arises for new
1798 value given under an authenticated security agreement.

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1799 Section 63. Subsection (1) of section 679.3131, Florida
1800 Statutes, is amended to read:

1801 679.3131 When possession by or delivery to secured party
1802 perfects security interest without filing.—

1803 (1) Except as otherwise provided in subsection (2), a
1804 secured party may perfect a security interest in tangible
1805 negotiable documents, goods, instruments, money, or tangible
1806 chattel paper by taking possession of the collateral. A secured
1807 party may perfect a security interest in certificated securities
1808 by taking delivery of the certificated securities under s.
1809 678.3011.

1810 Section 64. Subsections (1) and (2) of section 679.3141,
1811 Florida Statutes, are amended to read:

1812 679.3141 Perfection by control.—

1813 (1) A security interest in investment property, deposit
1814 accounts, letter-of-credit rights, ~~or~~ electronic chattel paper,
1815 or electronic documents may be perfected by control of the
1816 collateral under s. 677.106, s. 679.1041, s. 679.1051, s.
1817 679.1061, or s. 679.1071.

1818 (2) A security interest in deposit accounts, electronic
1819 chattel paper, ~~or~~ letter-of-credit rights, or electronic
1820 documents is perfected by control under s. 677.106, s. 679.1041,
1821 s. 679.1051, or s. 679.1071 when the secured party obtains
1822 control and remains perfected by control only while the secured
1823 party retains control.

1824 Section 65. Subsections (2) and (4) of section 679.3171,
1825 Florida Statutes, are amended to read:

1826 679.3171 Interests that take priority over or take free of
1827 security interest or agricultural lien.—

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1828 (2) Except as otherwise provided in subsection (5), a
1829 buyer, other than a secured party, of tangible chattel paper,
1830 tangible documents, goods, instruments, or a security
1831 certificate takes free of a security interest or agricultural
1832 lien if the buyer gives value and receives delivery of the
1833 collateral without knowledge of the security interest or
1834 agricultural lien and before it is perfected.

1835 (4) A licensee of a general intangible or a buyer, other
1836 than a secured party, of accounts, electronic chattel paper,
1837 electronic documents, general intangibles, or investment
1838 property other than a certificated security takes free of a
1839 security interest if the licensee or buyer gives value without
1840 knowledge of the security interest and before it is perfected.

1841 Section 66. Subsection (2) of section 679.338, Florida
1842 Statutes, is amended to read:

1843 679.338 Priority of security interest or agricultural lien
1844 perfected by filed financing statement providing certain
1845 incorrect information.—If a security interest or agricultural
1846 lien is perfected by a filed financing statement providing
1847 information described in s. 679.516(2)(d) which is incorrect at
1848 the time the financing statement is filed:

1849 (2) A purchaser, other than a secured party, of the
1850 collateral takes free of the security interest or agricultural
1851 lien to the extent that, in reasonable reliance upon the
1852 incorrect information, the purchaser gives value and, in the
1853 case of tangible chattel paper, tangible documents, goods,
1854 instruments, or a security certificate, receives delivery of the
1855 collateral.

1856 Section 67. Paragraphs (a) and (o) of subsection (1) of

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1857 section 680.1031, Florida Statutes, are amended to read:

1858 680.1031 Definitions and index of definitions.—

1859 (1) In this chapter, unless the context otherwise requires:

1860 (a) "Buyer in ordinary course of business" means a person
1861 who in good faith and without knowledge that the sale to him or
1862 her is in violation of the ownership rights or security interest
1863 or leasehold interest of a third party in the goods buys in
1864 ordinary course from a person in the business of selling goods
1865 of that kind but does not include a pawnbroker. Buying may be
1866 for cash or by exchange of other property or on secured or
1867 unsecured credit and includes acquiring ~~receiving~~ goods or
1868 documents of title under a preexisting contract for sale but
1869 does not include a transfer in bulk or as security for or in
1870 total or partial satisfaction of a money debt.

1871 (o) "Lessee in ordinary course of business" means a person
1872 who in good faith and without knowledge that the lease to him or
1873 her is in violation of the ownership rights or security interest
1874 or leasehold interest of a third party in the goods leases in
1875 ordinary course from a person in the business of selling or
1876 leasing goods of that kind but does not include a pawnbroker.
1877 Leasing may be for cash or by exchange of other property or on
1878 secured or unsecured credit and includes acquiring ~~receiving~~
1879 goods or documents of title under a preexisting lease contract
1880 but does not include a transfer in bulk or as security for or in
1881 total or partial satisfaction of a money debt.

1882 Section 68. Subsection (2) of section 680.514, Florida
1883 Statutes, is amended to read:

1884 680.514 Waiver of lessee's objections.—

1885 (2) A lessee's failure to reserve rights when paying rent

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1886 or other consideration against documents precludes recovery of
1887 the payment for defects apparent in ~~on the face of~~ the
1888 documents.

1889 Section 69. Subsection (2) of section 680.526, Florida
1890 Statutes, is amended to read:

1891 680.526 Lessor's stoppage of delivery in transit or
1892 otherwise.—

1893 (2) In pursuing her or his remedies under subsection (1),
1894 the lessor may stop delivery until:

1895 (a) Receipt of the goods by the lessee;

1896 (b) Acknowledgment to the lessee by any bailee of the
1897 goods, except a carrier, that the bailee holds the goods for the
1898 lessee; or

1899 (c) Such an acknowledgment to the lessee by a carrier via
1900 reshipment or as a warehouse ~~warehouseman~~.

1901 Section 70. This act shall take effect July 1, 2010.