

IMAWA 2007 CONVENTION
WAREHOUSEMEN'S AND CARRIERS' LIENS
CASES, STATUTES & COMMENTARY
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Household goods movers wear two hats and perform two separate but integral functions. Movers act as carriers, transporting their customers goods from Point A to Point B. Movers also act as warehousemen, storing their customers goods. The storage may either be in transit storage (less than 6 months) or it may be long term storage, but the legal responsibilities and consequences are similar. While the moving and storage business is a lot of fun, most members of the profession are in the business to make a profit. Crucial to that goal is getting paid by your customers, too many of whom are not interested in paying for your services. The State of Illinois (and most other states) being aware of this problem enacted what is now a part of the Illinois version of the Uniform Commercial Code¹ governing the rights of persons under warehouse receipts and bills of lading. Among the protections provided to warehousemen and carriers under these laws are special lien rights in the goods described in warehouse receipts and bills of lading which they issue. Warehouse lien rights are created in 810 ILCS 5/7-209 and the means to enforce a warehouse lien is established in 810 ILCS 5/7-210. Virtually identical carrier lien rights are created in 810 ILCS 5/7-307 and the means to enforce a carrier's lien is established in 810 ILCS 5/7-308.

The first step to a warehouseman's or carrier's entitlement to these lien rights is that the goods be described in a warehouse receipt issued by the warehouseman or a bill of lading issued by

¹ A group of uniform statutes enacted by all of the individual states in the United States, except Louisiana.

a carrier. Since the law requires that warehousemen and carriers to issue these documents when accepting goods for storage (warehouseman) or transport (carrier), this should not be a problem. Unfortunately, it often is. If you are not careful about your paperwork you will be the source of your own undoing. It's not just meaningless paperwork, it is the means to avail yourself of important statutory rights, without which you have no hope of getting paid, other than dumb luck or divine intervention. Without properly filling out and issuing these documents not only have you broken the law (subjecting yourself to serious fines if caught), but also, you will probably be found to have no lien rights in the goods stored or transported. How can you prove you transported or stored goods, what goods, what quantity and in what condition without properly filled out and executed bills of lading, warehouse receipts and storage contracts?

Warehouse and carrier lien rights are created by specific statutes, and, accordingly, it is only by strict compliance with the requirements of these statutes that you obtain any lien rights in and to goods stored or transported. Not only are your lien rights specifically spelled out in these statutes, but also, the means by which you must act to enforce your lien rights. The only rights you have are as spelled out in these statutes. If you deviate from the statutory requirements you not only lose your lien rights, but also, you can be liable to the dead beat customer for the value of his goods, punitive damages, interest and attorney's fees. Just as these liens are the special creations of special statutes, the means and method for enforcing and liquidating these liens is specifically spelled out in the statutes identified above. The lien enforcement statutes are even more critical than those which create the liens.

The statutes are both a sword and a shield. As a sword, they can be used to turn the deadbeat's property into cash to pay for your charges. As a shield they can be used as an absolute

defense to an action by the deadbeat to recover his stuff. But, (there is always a but) you must follow the requirements of these statutes for disposing/selling of transported/stored property to the letter. If you comply with all of the statutory requirements you are protected against all claims. If, on the other hand, you do not follow the statutes to the letter, the deadbeat can turn the statutes against you and recover damages from you for what is known as the tort of “conversion”. This is the civil equivalent of a criminal charge for theft. If you have not specifically followed the statutory requirements you will lose the law suit. This means that you will be ordered by the court to pay the dead beat the value of his goods sold (his calculation of the value probably), plus, probably, punitive damages of at least two or three times the amount of his actual damages, plus attorney’s fees and court costs. Oh, you can probably forget about collecting your charges too.

The moral of this story is:

1. Do all paperwork, do it correctly, completely and in a timely fashion.
2. Do not dispose of your customers’ property to cover the cost of unpaid charges without seeking professional guidance assistance.
3. Unless you are already very experienced with sending legal notices and conducting sales, do not do this yourself. Using a professional auctioneer will reduce the likelihood of any defect in the giving of notice or the conduct of the sale. Also, using an professional auctioneer will increase the likelihood that a court will find that your sale was conducted in a commercially reasonable manner, which is all that the law requires.

The following are the applicable Illinois statutes creating carrier and warehouse liens and providing for enforcement of those liens. Each is followed by my commentary on those statutes in

as close to plain English as lawyer can put them. After the actual statutes I have provided citation to some of the key Illinois court decisions construing those statutes and the lien rights of carriers and warehouses. Again, allowing for my handicap of being a lawyer, I have tried to explain the court opinions in plain English. Use all of this only as a guide to help ask questions when seeking professional assistance, not as a how to manual. This is commentary on the law, not legal advice.

STATUTES:

810 ILCS 5/7-209

§ 7-209. Lien of Warehouseman.

(1) A warehouseman has a lien against the bailor on the goods covered by a warehouse receipt or on the proceeds thereof in his possession for charges for storage or transportation (including demurrage and terminal charges), insurance, labor, or charges present or future in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law.

If the person on whose account the goods are held is liable for like charges or expenses in relation to other goods whenever deposited and it is stated in the receipt that a lien is claimed for charges and expenses in relation to other goods, the warehouseman also has a lien against him for such charges and expenses whether or not the other goods have been delivered by the warehouseman. But against a person to whom a negotiable warehouse receipt is duly negotiated a warehouseman's lien is limited to charges in an amount or at a rate specified on the receipt or if no charges are so specified then to a reasonable charge for storage of the goods covered by the receipt subsequent to the date of the receipt.

(3)(a) A warehouseman's lien for charges and expenses under subsection is also effective against any person who so entrusted the bailor with possession of the goods that a pledge of them by him to a good faith purchaser for value would have been valid but is not effective against a person as to whom the document confers no right in the goods.

(b) A warehouseman's lien on household goods for charges and expenses in relation to the goods under subsection (1) is also effective against all persons if the depositor was the legal possessor of the goods at the time of deposit. "Household goods" means furniture, furnishings and personal effects used by the depositor in a dwelling.

(4) A warehouseman loses his lien on any goods which he voluntarily delivers or which he unjustifiably refuses to deliver.

COMMENTARY :

*This means that the warehouseman has a lien against stored goods **identified in a warehouse receipt** for all charges in relation to those goods. Generally the lien relates only to the goods covered by the receipt. However, if the **receipt specifically provides that a lien is claimed for charges in relation to other goods**, the warehouseman also has a lien against the depositor and such other goods for charges whether or not some of the other goods have already been delivered or the charges with respect to those other goods are current. This is a very useful tool, but only works if your warehouse receipt so states that expanded lien right. A warehouseman's lien on household goods for charges in relation to the goods stored is effective against all persons who claim an interest in the goods if the depositor of the goods (the person who placed the goods into storage) was the legal possessor of the goods at the time of deposit.*

810 ILCS 5/7-210

§ 7-210. Enforcement of Warehouseman's Lien.

(1) Except as provided in subsection (2), a warehouseman's lien may be enforced by public or private sale of the goods in block or in parcels, at any time or place and on any terms which are commercially reasonable, after notifying all persons known to claim an interest in the goods. Such notification must include a statement of the amount due, the nature of the proposed sale and the time and place of any public sale. The fact that a better price could have been obtained by a sale at a different time or in a different method from that selected by the warehouseman is not of itself sufficient to establish that the sale was not made in a commercially reasonable manner. If the warehouseman either sells the goods in the usual manner in any recognized market therefor, or if he sells at the price current in such market at the time of his sale, or if he has otherwise sold in conformity with commercially reasonable practices among dealers in the type of goods sold, he has sold in a commercially reasonable manner. A sale of more goods than apparently necessary to be offered to insure satisfaction of the obligation is not commercially reasonable except in cases covered by the preceding sentence.

(2) A warehouseman's lien on goods other than goods stored by a merchant in the course of his business may be enforced only as follows:

- (a) All persons known to claim an interest in the goods must be notified.
- (b) The notification must be delivered in person or sent by registered or certified letter to the last

known address of any person to be notified.

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

(d) The sale must conform to the terms of the notification.

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

(f) After the expiration of the time given in the notification, an advertisement of the sale must be published once a week for 2 weeks consecutively in a newspaper of general circulation where the sale is to be held. The advertisement must include a description of the goods, the name of the person on whose account they are being held, and the time and place of the sale. The sale must take place at least 15 days after the first publication. If there is no newspaper of general circulation where the sale is to be held, the advertisement must be posted at least 10 days before the sale in not less than 6 conspicuous places in the neighborhood of the proposed sale.

(3) Before any sale pursuant to this Section any person claiming a right in the goods may pay the amount necessary to satisfy the lien and the reasonable expenses incurred under this Section. In that event the goods must not be sold, but must be retained by the warehouseman subject to the terms of the receipt and this Article.

(4) The warehouseman may buy at any public sale pursuant to this Section.

(5) A purchaser in good faith of goods sold to enforce a warehouseman's lien takes the goods free of any rights of persons against whom the lien was valid, despite noncompliance by the warehouseman with the requirements of this Section.

(6) The warehouseman may satisfy his lien from the proceeds of any sale pursuant to this Section but must hold the balance, if any, for delivery on demand to any person to whom he would have been bound to deliver the goods.

(7) The rights provided by this Section shall be in addition to all other rights allowed by law to a creditor against his debtor.

(8) Where a lien is on goods stored by a merchant in the course of his business the lien may be enforced in accordance with either subsection (1) or (2).

(9) The warehouseman is liable for damages caused by failure to comply with the requirements for sale under this Section and in case of willful violation is liable for conversion.

COMMENTARY :

A warehouseman's lien may be enforced by public or private sale of the goods in any manner which is commercially reasonable, after notifying all persons known to claim an interest in the goods. The **notice must include** a statement of the **amount due**, the **nature of the proposed sale** and the **time and place of any public sale**. A sale of more goods than apparently necessary to be offered to insure satisfaction of the obligation is generally not commercially reasonable. You can only sell that quantity of goods necessary to satisfy your charges and the costs and expenses of the sale. You are entitled to pick the most desirable goods, but you cannot sell everything if just a portion of the goods will fetch enough money. Of course, in most instances, when dealing with used household goods it is likely that it will be necessary to sell everything.

The Notice: All persons known to claim an interest in the goods must be notified. The notice must be **delivered in person or sent by registered or certified letter to the last known address** of any person to be notified. The notice **must include an itemized statement of the claim**, a **description of the goods** subject to the lien, a **demand for payment** within a specified time **not less than 10 days after receipt** of the notice, and a conspicuous statement that unless the claim is paid within that time the goods will be advertised for sale and sold by auction at a specified time and place. The sale must conform to the terms of the notice. The sale must be held at the nearest suitable place to that where the goods are held or stored. After the expiration of the time given in the notice, an **advertisement of the sale must be published once a week for 2 weeks consecutively in a newspaper** of general circulation where the sale is to be held. The advertisement must include a description of the goods, the name of the person on whose account they are being held, and the time and place of the sale. The sale must take place **at least 15 days after the first publication**. If there is no newspaper of general circulation where the sale is to be held, the advertisement must be posted at least 10 days before the sale in not less than 6 conspicuous places in the neighborhood of the proposed sale. **THIS IS VERY COMPLICATED AND IS WHY YOU SHOULD USE A PROFESSIONAL.**

Before any sale any person claiming a right in the goods may pay the amount necessary to satisfy the lien and the reasonable expenses incurred. If he does, the goods must not be sold, but must be retained by the warehouseman subject to the terms of the receipt.

The warehouseman may buy at any public sale pursuant to this Section. A purchaser in good faith of goods sold to enforce a warehouseman's lien takes the goods free of the rights everyone against whom the lien was valid, no matter what.

*The warehouseman may satisfy his lien from the proceeds of any sale pursuant to this Statute but **must hold any surplus for delivery on demand to any person to whom he would have been bound to deliver the goods.** (NOTE - IF YOU CANNOT LOCATE THE OWNER THEN THE SURPLUS IS TREATED LIKE OTHER UNCLAIMED PROPERTY AND MUST BE TURNED OVER TO THE TREASURER'S OFFICE AFTER 5 YEARS).*

The warehouseman is liable for damages caused by failure to comply with the requirements for sale under this Statute and in case of willful violation is liable for conversion.

810 ILCS 5/7-307

§ 7-307. Lien of Carrier.

(1) A carrier has a lien on the goods covered by a bill of lading for charges subsequent to the date of its receipt of the goods for storage or transportation (including demurrage and terminal charges) and for expenses necessary for preservation of the goods incident to their transportation or reasonably incurred in their sale pursuant to law. But against a purchaser for value of a negotiable bill of lading a carrier's lien is limited to charges stated in the bill or the applicable tariffs, or if no charges are stated then to a reasonable charge.

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

(3) A carrier loses his lien on any goods which he voluntarily delivers or which he unjustifiably refuses to deliver.

COMMENTARY :

A carrier has a lien goods covered by a bill of lading for all charges after receipt of the goods. A lien for the carrier's charges is effective against the consignor or any person entitled

to the goods unless the carrier had notice that the consignor lacked authority to tender the goods. A carrier loses his lien on any goods which he voluntarily delivers or which he unjustifiably refuses to deliver. Note that unlike the warehouse lien, the carrier's lien is good only against the goods covered in a specific bill of lading. There is no provision for or right to withhold delivery on account of unpaid, past due charges in connection with other shipments covered by other bills of lading.

810 ILCS 5/7-308

§ 7-308. Enforcement of Carrier's Lien.

(1) A carrier's lien may be enforced by public or private sale of the goods, in block or in parcels, at any time or place and on any terms which are commercially reasonable, after notifying all persons known to claim an interest in the goods. Such notification must include a statement of the amount due, the nature of the proposed sale and the time and place of any public sale. The fact that a better price could have been obtained by a sale at a different time or in a different method from that selected by the carrier is not of itself sufficient to establish that the sale was not made in a commercially reasonable manner. If the carrier either sells the goods in the usual manner in any recognized market therefor or if he sells at the price current in such market at the time of his sale or if he has otherwise sold in conformity with commercially reasonable practices among dealers in the type of goods sold he has sold in a commercially reasonable manner. A sale of more goods than apparently necessary to be offered to ensure satisfaction of the obligation is not commercially reasonable except in cases covered by the preceding sentence.

(2) Before any sale pursuant to this Section any person claiming a right in the goods may pay the amount necessary to satisfy the lien and the reasonable expenses incurred under this section. In that event the goods must not be sold, but must be retained by the carrier subject to the terms of the bill and this Article.

(3) The carrier may buy at any public sale pursuant to this Section.

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

(5) The carrier may satisfy his lien from the proceeds of any sale pursuant to this Section but must hold the balance, if any, for delivery on demand to any person to whom he would have been bound to deliver the goods.

(6) The rights provided by this Section shall be in addition to all other rights allowed by law to a

creditor against his debtor.

(7) A carrier's lien may be enforced in accordance with either subsection (1) or the procedure set forth in subsection (2) of Section 7-210.

(8) The carrier is liable for damages caused by failure to comply with the requirements for sale under this Section and in case of willful violation is liable for conversion.

COMMENTARY :

*A carrier's lien may be enforced by public or private sale of the goods in any manner which is commercially reasonable, after notifying all persons known to claim an interest in the goods. The **notice must include** a statement of the **amount due**, the **nature of the proposed sale** and the **time and place of any public sale**. A sale of more goods than apparently necessary to be offered to insure satisfaction of the obligation is generally not commercially reasonable. Please note that the Carrier Lien statute, unlike that for Warehousemen, does not have any mandatory notice requirements. If you operate as both a carrier and a warehouse, be safe, comply with the notice requirements of the Warehouseman's Lien statute.*

Before any sale pursuant to this Statute any person claiming a right in the goods may pay the amount necessary to satisfy the lien and the reasonable expenses incurred. In that event the goods must not be sold, but must be retained by the carrier subject to the terms of the bill of lading. The carrier may buy at any public sale. A purchaser in good faith of goods sold to enforce a carrier's lien takes the goods free of the rights everyone against whom the lien was valid, no matter what.

*The carrier may satisfy his lien from the proceeds of any sale pursuant to this Statute but **must hold any surplus for delivery on demand to any person to whom he would have been bound to deliver the goods**. (NOTE - IF YOU CANNOT LOCATE THE OWNER THEN THE SURPLUS IS TREATED LIKE OTHER UNCLAIMED PROPERTY AND MUST BE TURNED OVER TO THE TREASURER'S OFFICE AFTER 5 YEARS).*

The carrier is liable for damages caused by failure to comply with the requirements for sale under this Statute and in case of willful violation is liable for conversion.

COURT CASES:

Schumacher v. Chicago & Northwestern Ry. Co. , 108 Ill.App. 520 (2nd Dist. 1903).

The right of a railroad company to recover charges for the detention of cars by consignees, who fail to unload within a reasonable period, is thoroughly established. (Citations omitted).

Wherever the question has been raised, the weight of authority is to the effect that railroad companies have a lien upon freight for damages which have accrued by reason of unnecessary and unreasonable delay of consignee in receiving and unloading, and that the railroad company may refuse to deliver such freight until the reasonable and established charges which have accrued for the detention and use of the cars containing such freight have been paid. (Citations omitted).

Railroad companies have the right to adopt rules for enforcing charges in the nature of demurrage for the unreasonable detention and use of cars for the storage of unloaded freight. (Citations omitted).

A railroad company may terminate its liability as a common carrier by unloading and storing freight in its warehouse, thereby assuming the liability of a warehouseman only, and have a lien for all storage charges.(Citations omitted).

When the right to a lien exists, the same will not be defeated by the fact that the amount claimed may be too large, unless the owner or party desiring the possession of the goods makes a tender of the amount due. (Citations omitted).

Where a defendant has lawfully a lien on goods for storage, although it may have delivered part of them without insisting upon the lien, nevertheless it has a right to retain the residue of the shipment for the amount due upon the whole shipment, and the plaintiff can not maintain replevin. (Citations omitted).

A railroad company may, in its discretion, either store goods in its own warehouse, or store same in the car in which same was transported, where such car affords the proper storage facilities.(Citations omitted).

COMMENTARY :

Carrier has lien for transportation charges and storage charges, including demurrage. It doesn't matter whether goods are stored in a warehouse or a trailer for the lien to attach. Lien for full amount is not defeated as to remaining goods where carrier has made a partial delivery or release of goods. Note this is intended only to cover demurrage situations, not long term storage situations. Only leave customer goods in a trailer 1.) When it is the trailer

they were picked up and transported in, 2.)when parked in a secure area and 3.) Only when awaiting imminent (a day or 2) delivery instructions where it would not be prudent to unload and then reload a trailer. To hold customer goods in a trailer for any length of time is asking for trouble for a number of reasons. Your trailers are not a part of a licensed warehouse and they are just not secure the way a warehouse is to prevent loss and damage claims from happening.

Ruud v. H. Bostrom, 227 Ill.App. 186 (1st Dist. 1922)

We think that the evidence fully warranted the jury in finding that the defendant was guilty of a conversion of the goods. He was a warehouseman, and was not justified in selling the goods to satisfy his lien for charges without complying with the provisions of section 33 of the "Act in regard to Warehouse Receipts," in force July 1, 1907 (Cahill's Ill. St. ch. 114, ¶ 268), which he did not attempt to do.

Another question in the case relates to the amount of damages awarded by the jury. It is well settled that in an action of trover the proper measure of damages is the market value of the property at the time of the conversion, with interest from that time until the trial. (Citations omitted). It is said in *Head v. Becklenberg*, 116 Ill. App. 576, 580: "But clothing and household goods which have been worn and used cannot in all cases be said to have a market price and will not sell as secondhand goods for what they are really worth to the owner, and in such case in order to give the owner compensation for damage sustained he must be permitted to recover the actual value of such articles." Plaintiff, as the owner of the household goods in question, was a competent witness to testify as to their value. *Sinamaker v. Rose*, 62 Ill. App. 118, 120; *Hebard v. Riegel*, 67 Ill. App. 584, 586.) She testified to the value of each of the articles stored, which in the aggregate amounted to a sum considerably in excess of the amount of the jury's verdict. When the article converted is one which has no real market value, but its value is enhanced to the owner by personal or family considerations, then, from the necessity of the case, the rule of damages would be measurably within the discretion of the jury.

COMMENTARY :

If the carrier or warehouseman does not strictly comply with the statutory notice requirements he will be found guilty of conversion of the shipper/depositor's goods for their market value plus interest. When the article converted is one which has no real market value, but its value is enhanced to the owner by personal or family considerations, then, from the necessity of the case, the rule of damages would be measurably within the discretion of the jury. Note that punitive damages and attorneys' fees can also be

awarded.

Rubin v. City Nat. Bank and Trust Co. , 81 Ill.App.3d 1020, 1023, 402 N.E.2d 281, 283, 284 (2nd Dist. 1980)

The second issue involves the propriety of the sale of plaintiff's property to pay storage charges. The controlling statute in regard to the enforcement of a warehouseman's lien is section 7-210 of the Commercial Code (Ill.Rev.Stat.1977, ch. 26, par. 7-210). Subparagraph * (2)(b) of section 7-210 specifically provides that notice of the warehouseman's lien must be delivered in person or be sent by registered or certified letter to the last known address of any person entitled to be notified; subparagraph (2)© of section 7-210 further provides that notification must include a demand for payment to be made within a specified time not less than 10 days after receipt of the notification. The record shows that defendant Forshay did not notify plaintiff by personal delivery or by registered or certified letter sent to plaintiff's last known address. It merely published notice of the sale in a Rockford newspaper on two separate occasions, and the property was apparently sold 9 days after the second publication date. Defendant Alexander did send plaintiff a letter which was served by the sheriff and which informed plaintiff of the pending sale; however, it was not delivered to plaintiff until the day before the sale. While the record does provide indications that plaintiff had actual notice of the sale prior to its occurrence, it is apparent that the notice was defective under the terms of section 7-210, and the subsequent sale of plaintiff's property was therefore improper. (Underline added).

An additional consideration regarding the propriety of the sale is that a warehouseman's lien on household goods for storage, transportation, and related charges, is effective against all persons if the depositor was the legal possessor of the goods at the time of delivery to the warehouse. (Ill.Rev.Stat.1977, ch. 26, par. 7-209(3)(b).). (Underline added).

Defendant City National Bank & Trust Co. as trustee of the premises did have a right to have plaintiff and his personal property removed from the premises. However, in its act of placing plaintiff's property in storage, arguably over plaintiff's objection, it was not the legal possessor of the property which was deposited. Therefore, defendant Forshay depended upon a non-existent lien for the sale of the goods.

COMMENTARY :

Two issues here:

First, need to comply with statutory notice requirements or carrier/warehouseman guilty of conversion. See above.

Second, a warehouseman's lien on household goods for storage,

transportation, and related charges, is effective against all persons if the depositor was the legal possessor of the goods at the time of delivery to the warehouse. A landlord or other person placing an owner's property in storage, arguably over his objection is not the legal possessor of the property which was deposited. Therefore, defendant the warehouseman depended upon a non-existent lien for the sale of the goods and is guilty of conversion. Lesson, know your depositor and what rights they have in the goods stored.

Brenton et al. v. Sloan's United Storage & Van Co., 315 Ill.App. 278, 280, 42 N.E.2d 945, 946 (4th Dist. 1942)

The plaintiffs, in the respective cases, established the fact of the deposit with the defendant of furniture and household belongings, and the payment of storage charges, or an extension of credit. They also established that after the fire they demanded return of their belongings and that such request was denied. Each of the plaintiffs, after testifying to familiarity with the nature of the goods deposited, and to a knowledge of the prevailing prices of such goods through shopping with friends, window shopping, noticing newspaper advertisements and hearing radio advertisements, testified as to his or her opinion as to the actual damage to such goods. There was some dispute in the Trial Court and on this appeal as to whether or not the proof of damages would require expert testimony or other testimony as to the value thereof. This Court has previously concluded that where personal property is of a usual and ordinary nature, such as household goods, the value thereof was a matter of common knowledge, and any person, including a housewife, may testify as to its value. (Citations omitted). Plaintiffs in this case, therefore, as the owners of the property, were competent witnesses to testify as to their actual value. (Citations omitted). (underline added).

COMMENTARY :

Measure of damages, need for expert witnesses for value of stored household goods. Where personal property is of a usual and ordinary nature, such as household goods, the value thereof was a matter of common knowledge, and any person, including a housewife, may testify as to its value. The owners of the property are competent witnesses to testify as to their actual value.



GOOD GUYS MOVERS

Careful Street
Hometown, Illinois 60000
312-000-0000
312-000-0001 (fax)

VIA CERTIFIED AND FIRST CLASS MAIL
ON-HAND NOTICE AND NOTICE OF SALE

Re: Notice of On-Hand Freight and Sale to Satisfy
Unpaid Freight and Storage Charges

Dear _____:

This letter is to notify you that Good Guys Movers is currently holding on hand in storage your goods that were transported and placed in storage at your request and direction on _____ (insert date) for which the transportation and storage charges remain unpaid. Pursuant to the lien rights granted to Good Guys Movers by Ch. 810 ILCS § 5/7-209, Ch. 810 ILCS § 5/7-210, Ch. 810 ILCS § 5/7-307 and Ch. 810 ILCS § 5/7-308 if payment of all charges was not made immediately, your goods would be sold to pay those charges. There is currently due to Good Guys Movers the sum of \$ _____ for transportation charges and \$ _____ for storage charges, a total of \$ _____.

You are hereby notified that unless the above referenced freight charges and storage charges (total of \$ _____) are paid within fifteen (15) calendar days of the date of this letter, these goods will be sold at private sale at the facilities of Good Guys Movers which are located at Careful Street, Hometown, Illinois 60000 in order to satisfy its charges for transportation and storage of the goods. In the event that there is, after the sale of the goods, a surplus in excess of the amount of our charges and the costs of the sale, we will account to the owner of the goods for that surplus.

Very truly yours,
GOOD GUYS MOVERS

SAMPLE ONLY

By: _____

Joe Good, President

DO NOT USE WITHOUT

CONSULTING YOUR ATTORNEY

SSA/rcs