

1980 WL 121093 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

March 12, 1980

*1 Samuel L. Boylston
General Manager
Motor Transportation Association of
South Carolina, Inc.
2425 Devine Street
Columbia, South Carolina 29205

Dear Mr. Bolyston:

In your letter of February 25, 1980, you make reference to two statutes which are used by movers to process liens for delinquent storage charges. Please be advised that [Section 29-15-10 of the Code of Laws of South Carolina \(1979 Supp.\)](#), although last amended in 1977, was originally enacted in 1875. This section has been construed as merely providing a method of enforcing the old common law lien for storage or repairs costs. See, [Nesbitt Auto Co. v. Whitlock, 113 S.C. 519, 101 S.E. 822 \(1919\)](#).

Section 36-7-101, et seq., of the Code, which is a part of the Uniform Commercial Code, revised the old Uniform Warehouse Receipts Act and the Uniform Bills of Lading Act. Section 36-7-209 grants a warehouseman a lien upon goods in his possession for charges incurred in connection with storage and permits him to retain the goods until such charges are satisfied. Section 36-7-210 gives the warehouseman the power to enforce his lien by selling the stored goods, after complying with specified procedures. However, subsection 7 of Section 36-7-210 declares that the rights provided by this section shall be in addition to all other rights allowed by law to a creditor against a debtor. Therefore, 'the remedy provided by the UCC for enforcing the lien does not preclude resort to other remedies provided by law for the enforcement of a lien against personal property. Of course, the warehouseman could at common law bring an action which, on the recovery of the judgment therein, carried with it the usual means of enforcement. . . .' 78 Am.Jur.2d Warehouses, § 122 (1975).

It is very difficult to give a specific answer to your question, since the bailment transaction would normally involve a warehouse receipt or other written documents which might effect the outcome. Specifically, Section 36-7-209 refers to a 'lien against the bailor on the goods covered by a warehouse receipt.' If the warehouseman is seeking to enforce rights created by a warehouse receipt executed in conformity with Section 36-7-201, et seq., of the Code, then formal compliance with Sections 36-7-209 and 36-7-210 may be required. Moreover, it should be noted that the warehouseman's lien under the UCC embraces certain charges in addition to storage, e.g., transportation, including demurrage and terminal charges, insurance and labor, other charges present and future in relation to the goods, and expenses incurred for the preservation of goods. In contrast, the lien under [Section 29-15-10 of the Code](#) merely refers to 'storage costs.' Therefore, while it appears that [Section 29-15-10](#) could be used to process the old common law lien for storage costs, it could not be used to process a lien particularly permitted under the UCC. Nevertheless, there does not appear to be any conflict in these two statutes, and warehousemen would have available alternate methods of enforcing liens for storage costs, albeit [Section 29-15-10](#) has a much more limited application.

Very truly yours,

*2 Richard B. Kale, Jr.
Senior Assistant Attorney General

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