

## Publisher's Note

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# Bills of Lading: The Law and Practice

Bills of Lading – The Law and Practice is the first and only Canadian text to offer a detailed guide to the nature and uses of bills of lading. It can be used in conjunction with the companion title Letters of Credit for a fuller understanding of international trade issues. The areas covered include: The nature and uses of a bill of lading; Types of bills and waybills; *Bills of Exchange Act*; Bills of lading as a contract, a security, a receipt and as documents of title; The Rotterdam Rules; ICC forms; Development of case law and legislation; and Letter of credit and financing uses. It also includes extensive appendices including sample bills and international treaties.

This release features updates to the case law and commentary in Chapter 1 (Nature of the Bill of Lading), 2 (Related Documents), 3 (Interpretation of Bills of Lading), 5 (Carrier), 6 (Limitation of Liability), 7 (Shipper), 8 (Consignees), 9 (Recourses), 11 (Constitutional Issues); and 12 (Fraud).

## HIGHLIGHTS

**Consignees — Consignee Defined** — Delivery of the goods not only signals transfer of title and receipt of possession: it establishes the fact, place and time of transfer of risk to the recipient. If the common carrier is

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the agent for the consignee, taking possession of the bills of lading by it places upon the consignee the risk and assumption of damages: *Jayco, Inc. v. The Queen*, 2018 TCC 34, 2018 CarswellNat 534.

**Shipper — Shipper Defined** — The date for the notation Shipped on Board indicates the date when the cargo was loaded on the vessel. It is not the date the vessel departed port or set sail. The date of the bill of lading is the date of the issuance of the bill of lading. The latter date must always be the same or subsequent to the Shipped on Board date: otherwise it would indicate the bill of lading was filled and signed before receipt on board of the cargo, a definite clue to a fraud.

**Interpretation of Bills of Lading — Rules of Interpretation — External Aids** — An obvious mistake in a bill of lading might be corrected by a court in its interpretation of the text, provided there is sufficient textual support for the correction. The desire of the parties to correct or complete the wording for practical commercial reasons is not a sufficient basis to justify judicial intervention.