

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 valuable updates to the case law and commentary in Chapters 1 (Nature of the Bill of Lading), 2 (Related Documents), 3 (Interpretation of Bills of Lading), 5 (Carrier), 6 (Limitation of Liability), 7 (Shipper), 9 (Recourse), 10 (Jurisdiction), and 12 (Fraud). This release also includes a short introduction to the *Uniform Customs and Practice For Documentary Credits* found at Appendix 29.

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HIGHLIGHTS

Carrier: Obligations of the Carrier — Delivery — Collection of Fees — The shipper is responsible for payment where the term freight prepaid as arranged appears in a bill of lading: delivery to the consignee cannot be withheld on the basis of nonpayment by the consignee. *Liu v. Westport Motor Cars Ltd.*, 2018 BCSC 2127, 2018 CarswellBC 3258 (B.C. S.C.).

Interpretation of Bills of Lading: Types of Bills of Lading — The mere belief by an applicant that a vehicle described in a bill of lading was stolen and fraudulently removed from Canada does not establish irreparable harm and the grounds for an injunction. *Tianjin Zhongyishengshi Technology Development Co. Ltd. v. Yang Ming Shipping (Canada) Ltd.*, 2018 FC 1235, 2018 CarswellNat 7776 (F.C.).

Shipper: Shipper's Title — If there is no other corroborative documentary proof, then transfer of title depends on the contents of the bill of lading. *Solea International BVBA v. Bassett Walker International Inc.*, 2018 ONSC 4261, 2018 CarswellOnt 17583 (Ont. S.C.J.), additional reasons 2018 CarswellOnt 19930 (Ont. S.C.J.).

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Nature of the Bill of Lading: Bill of Lading Defined — The bill of lading is corroborative evidence of receipt of goods. For instance, in a dispute over what became of the inventory at corporate premises following the parties' separation, both parties were suspicious about the other's activities in relation thereto and took active steps to secure its assets for themselves. Both parties accuse the other of selling off or otherwise disposing of inventory and other assets for cash and not accounting properly to the other in that regard. However, one of the documents in evidence was a bill of lading showing, on a certain date, a shipment described as specific furniture. The court found it likely that one of the parties took the benefit of the pending shipment, already partly paid for by the corporation, and redirected it. *Xu v. Chu*, 2018 BCSC 2222, 2018 CarswellBC 3402 (B.C. S.C.).