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BILLS OF LADING: The Law and Practice

**Lazar Sarna
Release No. 2, May 2026**

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 commentary in Chapters 1 (Nature of the Bill of Lading), 3 (Interpretation of Bills of Lading), 4 (Negotiability and Document of Title), 5 (Carrier), 6 (Limitation of Liability), 7 (Shipper), 9 (Recourses) and 10 (Jurisdiction).

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HIGHLIGHTS

Chapter 4. Negotiability and Document of Title—§ 4:3. Bill of Lading as a Receipt—The lawful holder of a bill is the consignee named in the bill or any endorsee (or holder of a “bearer” bill) who is in possession of the bill in good faith and honestly, including those cases where the person becomes a lawful holder after the bill of lading has ceased to be a transferable document of title: *Oversea-Chinese Banking Corporation Limited v. Owner and/or Demise Charterer of the vessel*, YUE YOU 902, [2019] SGHC 106.

Chapter 6. Limitation of Liability—§ 6:3. Total Exemption from Liability of the Carrier—Wilful or gross negligence—Liability limitations apply only if the beneficiary takes reasonable steps to bring the limitations clause to the attention of the claimant. As to determining the value of the goods, the court will look to the invoices and bills of lading for some material evidence. In one instance, the shipments each consisted of the following: 2 pallets of dry goods, 1 pallet of cooler goods, and 3 pallets of frozen goods. The weight for shipments were 2,128.25 and 2,427.08 kilograms, respectively, or 4,555.33 kilograms in total: *21 Century Trading Inc. v. Clark Reefer Lines Ltd.*, 2025 BCCRT 434; *Clark Reefer Lines Ltd. v. The TDL Group Corp./Groupe TLD Corporation*, 2026 BCCRT 370.