

REPEALED

Repealed by S.M. SM 2018, c. 10, s. 132
Date of repeal: 2019-03-01

The regulation was last amended by M.R. 182/2001.

ABROGÉ

Abrogé par L.M. SM 2018, c. 10, s. 132
Date d'abrogation: 2019-03-01.

Dernière modification intégrée : R.M. 182/2001.

THE HIGHWAY TRAFFIC ACT (C.C.S.M. c. H60)

Bills of Lading and Rules of Carriage Regulation

Regulation 182/91
Registered August 6, 1991

TABLE OF CONTENTS

Section

- 1 Repealed
- 2 Application of regulation
- 3 Bill of Lading and Conditions of Carriage
- 4 Bill of Lading and Conditions of Carriage for livestock
- 5 Rules of Carriage
- 5.1 Carrier's limitation of liability
- 6 Repealed
- 7 Repeal
- 8 Coming into force

SCHEDULES

1 [Repealed]

M.R. 58/97

Application of regulation

2(1) This regulation does not apply to

(a) inter-municipal liveries; or

(b) the carriage of used household goods under the *Used Households Goods Regulation*.

2(2) This regulation, except section 5.1, does not apply to passenger and express buses.

2(3) Section 5.1 applies only in respect of goods that are shipped via passenger and express buses.

M.R. 126/2001; 182/2001

Bill of Lading and Conditions of Carriage

3 The Bill of Lading and Conditions of Carriage for the movement of freight, other than live stock, within the Province of Manitoba by Public Service Vehicles are as set out in Schedules A and B to this regulation.

M.R. 58/97

Bill of Lading and Conditions of Carriage for livestock

4 The Bill of Lading and Conditions of Carriage for the movement of live stock within the Province of Manitoba by Public Service Vehicles are as set out in Schedules E and F to this regulation.

M.R. 58/97

Rules of Carriage

5 The Rules of Carriage governing the movement of freight within the Province of Manitoba by Public Service Vehicles are as set out in Schedule G.

Carrier's limitation of liability

5.1(1) In this section, "**shipment**" means a consignment of up to five packages, unless otherwise provided in a motor carrier's tariff,

- (a) received by the carrier at one shipping point at one time;
- (b) addressed to one consignee at one location; and
- (c) for which the carrier issues one bill of lading, bus bill, express receipt, waybill or shipping document.

5.1(2) Unless a higher value is declared by the consignor at the time of shipment, the liability of a motor carrier for loss or damage to a shipment of goods during transportation is the lesser of

- (a) the value of the goods damaged or lost; and
- (b) \$50.

5.1(3) A motor carrier is not be required to accept liability in excess of \$1,000. for loss or damage to a shipment of goods.

5.1(4) When the actual value of the loss or damage to goods in a shipment exceeds its declared value of the shipment or the motor carrier's limit of liability under subsection (3), the carrier shall adjust a claim for partial loss or damage on the basis of the following formula:

$$(Pl / Av) \times L$$

In this formula,

Pl is the value of partial loss;

Av is the actual value of the shipment; and

L is the larger of

(a) the declared value of the shipment, and

(b) the limit of liability under subsection (3).

M.R. 126/2001

6 [Repealed]

M.R. 58/97

Repeal

7 Manitoba Regulation 179/89 is repealed.

Coming into force

8 This regulation comes into force seven days after it is published in *The Manitoba Gazette*.

August 2, 1991

The Manitoba Motor Transport Board:

Don Norquay
Chairman

Len Olijnek
Secretary

**SCHEDULE A
BILL OF LADING**

| BILL OF LADING | | NOT NEGOTIABLE | B/L No.: | | |
|--|--|---|------------------|----------------------------|---|
| 1. CONSIGNOR OR AGENT (NAME & ADDRESS) | | 2. CONSIGNOR'S ACCT. No. | 3. DATE | 4. CONSIGNOR'S REF. No. | |
| 7. CONSIGNEE (NAME & ADDRESS) | | 5. NAME OF CARRIER | | 6. CARRIER'S REF. No. | |
| | | 8. Received at the point of origin on the date specified, from the consignor mentioned herein, the property herein described, in apparent good order, except as noted (contents and conditions of contents of package unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and to deliver to the consignee at the said destination, if on its own authorized route or otherwise to cause to be carried by another carrier on the route to said destination, subject to the rates and classification in effect on the date of shipment. It is mutually agreed, as to each carrier of all or any of the goods over all or any portion of the route to destination, and as to each party of any time interested in all or any of the goods, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, including conditions on back hereof, which are hereby agreed by the consignor and accepted for himself and his assigns. | | | |
| 9. NOTIFY PARTY - CUSTOMS BROKER* | | 12. DECLARED VALUATION \$ MAXIMUM LIABILITY OF \$4.41 PER KG (\$2.00 PER POUND) UNLESS DECLARED VALUATION STATES OTHERWISE (CONDITIONS 9 & 10 ON BACK) | | | |
| 10. POINT OF ORIGIN | | | | | |
| 11. DESTINATION AND ROUTE | | | | | |
| 13. Marks & Numbers* | 14. Total No. of Packages* | 15. General Description of Shipment* | 16. Vehicle No.* | 17. Total Weight & Cubage* | |
| 18. Number & Type of Packages | 19. Particulars of Goods, Marks & Exceptions | 20. Weight | 21. Rate | 22. Amount | 23. FREIGHT CHARGES COLLECT <input type="checkbox"/> PREPAID <input type="checkbox"/> FREIGHT CHARGES WILL BE COLLECT UNLESS MARKED PREPAID 24. IF AT CONSIGNOR'S RISK, WRITE OR STAMP HERE 25. C.O.D. SHIPMENT COLLECTION CHARGES COLLECT <input type="checkbox"/> PREPAID <input type="checkbox"/> AMOUNT C. \$ |
| 26. SPECIAL AGREEMENT BETWEEN CONSIGNOR & CARRIER, ADVISE HERE | | | | COLLECTION CHARGES O. \$ | |
| 27. NOTICE OF CLAIM a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill. | | | | TOTAL D. \$ | |
| | | | | 28. INBOUND* \$ | |
| 30. N.B. NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED | | | | 29. BEYOND* \$ | |
| | | | | 31. OTHERS (SPECIFY)* \$ | |
| 32. CONSIGNOR | 33. CARRIER | 34. CONSIGNEE | | \$ | |
| DATE* | DATE* | DATE* | | \$ | |
| PER | PER | PER | | 35. TOTAL CHARGES* \$ | |

M.R. 58/97

SCHEDULE B

BILL OF LADING (Conditions of Carriage)

I APPLICATION

The following provisions shall apply to all transportation of goods by for-hire highway carriers licenced under the Motor Vehicle Transport Act (Canada, R.S.C. 1970, M-14) or under provincial statutes with the exception of the transportation of:

- a) used household goods,
- b) livestock,
- c) bus parcel express shipments,
- d) the personal luggage of bus passengers,
- e) such other specific commodities as may be specified by provincial law.

II BILL OF LADING

1. A Bill of Lading shall be completed as provided herein for each shipment.
2. On each article covered by the Bill of Lading, there shall be plainly marked thereon by the consignor, the name of the consignee and the destination thereof. This requirement does not apply in cases where the shipment is from one consignor to one consignee and constitutes a truckload shipment.
3. The Bill of Lading shall be signed in full (not initialled), by the consignor and by the carrier as an acceptance of all terms and conditions contained therein.
4. At the option of the carrier a waybill may be prepared by the carrier and the waybill shall bear the same number or other positive means of identification as the original Bill of Lading. Under no circumstances shall the waybill replace the original Bill of Lading.

III CONDITIONS OF CARRIAGE

1. Liability of Carrier

The carrier of the goods herein described is liable for any loss of or damage to goods accepted by him or his agent except as hereinafter provided.

2. Liability of Originating and Delivering Carriers

Where a shipment is accepted for carriage by more than one carrier, the carrier issuing the Bill of Lading (hereinafter called the originating carrier) and the carrier who assumes responsibility for delivery to the consignee, (hereinafter called the delivering carrier), in addition to any other liability hereunder, are liable for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are or have been delivered and from which liability the other carrier is not relieved.

3. Recovery from Connecting Carrier

The originating carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are or have been delivered the amount of the loss or damage that the originating carrier or delivering carrier, as the case may be, may be required to pay hereunder resulting from loss of or damage to the goods while they were in the custody of the other carrier.
When shipments are interlined between carriers, settlement of concealed damage claims shall be prorated on the basis of revenues received.

4. Remedy by Consignor or Consignee

Nothing in articles 2 or 3 deprives a consignor or consignee of any rights he may have against any carrier.

5. Exceptions from Liability

The carrier shall not be liable for loss, damage or delay to any of the goods described in the Bill of Lading caused by an Act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law, quarantine or differences in weights of grain, seed, or other commodities caused by natural shrinkage.

6. Delay

No carrier is bound to transport the goods by any particular vehicle or in time for any particular market or otherwise than with due dispatch, unless by agreement specifically endorsed on the bill of Lading and signed by the parties thereto.

7. Routing by Carrier

In case of physical necessity where the carrier forwards the goods by a conveyance that is not a licenced for-hire vehicle, the liability of the carrier is the same as though the entire carriage were by licenced for-hire vehicle.

8. Stoppage in Transit

Where goods are stopped and held in transit at the request of the party entitled to so request, the goods are held at the risk of that party.

9. Valuation

Subject to article 10, the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence, shall be computed on the basis of:

- a) the value of the goods at the place and time of shipment including the freight and other charges if paid; or
- b) where a value lower than that referred to in paragraph (a) has been represented in writing by the consignor or has been agreed upon, such lower value shall be the maximum liability.

10. Maximum Liability

The amount of any loss or damage computed under paragraph (a) or (b) of article 9, shall not exceed \$4.41 per kg (\$2.00 per pound), computed on the total weight of the shipment, unless a higher value is declared on the face of the Bill of Lading by the consignor.

11. Consignor's Risk

Where it is agreed that the goods are carried at the risk of the consignor of the goods, such agreement covers only such risks as are necessarily incidental to transportation and the agreement shall not relieve the carrier from liability for any loss or damage or delay which may result from any negligent act or omission of the carrier, his agents or employees and the burden of proving absence from negligence shall be on the carrier.

12. Notice of Claim

- a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment.
- b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

13. Articles of Extraordinary Value

No carrier is bound to carry any documents, specie or any articles of extraordinary value unless by a special agreement to do so. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in article 10 above.

14. Freight Charges

- a) If required by the carrier the freight and all other charges accruing on the goods shall be paid before delivery and if upon inspection it is ascertained that the goods shipped are not those described in the Bill of Lading the freight charges must be paid upon the goods actually shipped, with any additional charges payable thereon.
- b) Should a consignor fail to indicate that a shipment is to move prepaid, or fail to indicate how the shipment is to move, it will automatically move on a collect basis.

15. Dangerous Goods

Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier as required by law, shall indemnify the carrier against all loss, damage or delay caused thereby, and such goods may be warehoused at the consignor's risk and expense.

16. Undelivered Goods

- a) Where, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery has not been made, and shall request disposal instructions.
- b) Pending receipt of such disposal instructions,
 - i) The goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage; or
 - ii) Provided that the carrier has notified the consignor of his intention, the goods may be removed to, and stored in, a public or licenced warehouse, at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

17. Return of Goods

Where notice has been given by the carrier pursuant to article 16a, and no disposal instructions have been received within 10 days from the date of such notice, the carrier may return to the consignor, at the consignor's expense, all undelivered shipments for which such notice has been given.

18. Alterations

Subject to article 19, any limitation on the carrier's liability on the Bill of Lading, and any alteration, or addition or erasure in the Bill of Lading shall be signed or initialled by the consignor or his agent and the originating carrier or his agent and unless so acknowledged shall be without effect.

19. Weights

It shall be the responsibility of the consignor to show correct shipping weights of the shipment on the Bill of Lading. Where the actual weight of the shipment does not agree with the weight shown on the Bill of Lading, the weight shown thereof is subject to correction by the carrier.

20. C.O.D. Shipments

- a) A carrier shall not deliver a C.O.D. shipment unless payment is received in full.
- b) The charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments, must be collected from the consignee unless the consignor has otherwise so indicated and instructed on the Bill of Lading.
- c) A carrier shall remit all C.O.D. monies to the consignor or person designated by him within 15 days after collection.
- d) A carrier shall keep all C.O.D. monies separate from the other revenues and funds of his business in a separate trust fund or account.
- e) A carrier shall include as a separate item in his schedule of rates the charges for collecting and remitting money paid by consignees.

M.R. 58/97

SCHEDULES C and D

[Repealed]

M.R. 58/97

SCHEDULE E

PROVINCE OF MANITOBA

Form of Livestock Bill of Lading approved by
The Motor Transport Board
To be issued in Triplicate

Livestock Bill of Lading

No. _____

Not Negotiable

Place _____

Date _____ 19 ____

=====

Received at the address shown, from the shipper mentioned below on the above date, the livestock herein described in apparent good condition (except as may be noted) to be delivered at the point designated to the said consignee.

SUBJECT TO THE CONDITIONS ON THE BACK HEREOF

=====

FROM:

Shipper's Name _____

Address _____

TO:

Consignee _____

Destination _____

Owner's livestock marking should be placed below.

No. Head

CATTLE _____

CALVES _____

HOGS _____

SHEEP _____

Rate per 45.35 kg (100 pounds) _____

Total charges _____

=====

Signed by
Shipper _____

Signed by
Trucker _____

Signed by
Receiver _____

Address _____

P.S.V. No. _____

=====

IF CHARGES ARE PREPAID IT SHALL BE SO STATED

M.R. 58/97

SCHEDULE F

CONDITIONS OF CARRIAGE — LIVESTOCK

Section 1: The Carrier of any of the goods herein described shall be liable for any loss thereof or damage thereto except as hereinafter provided.

Section 2: In the case of shipments from one point in Manitoba to another point in Manitoba, the Carrier issuing this bill of lading, in addition to its other liability hereunder, shall be liable for any loss, damage or injury to such goods from which the other Carrier is not by the terms of this bill of lading relieved, caused by or resulting from the act, neglect or default of any other Carrier to which such goods may be delivered in Manitoba, or over whose motor vehicle route or routes such goods may pass in Manitoba, the onus of proving that such loss was not so caused or did not so result being upon the Carrier issuing this bill of lading shall be entitled to recover from the other Carrier on whose motor vehicle route or routes the loss, damage or injury to the said goods shall have been sustained the amount of such loss, damage or injury as it may be required to pay hereunder as may be evidenced by any receipt, judgment or transcript thereof. Nothing in this section shall deprive the holder of this bill of lading or party entitled to the goods of any remedy or right of action which he may have against the Carrier issuing this bill of lading or any other Carrier.

Section 3: The Carrier shall not be liable for loss, damage or delay to any of the goods herein described, caused by the Act of God, the King's or public enemies, riots, strikes, defect or inherent vice in the goods, or the act or default of the shipper or owner, the authority of law, or by quarantine.

Section 4: No Carrier is bound to transport said goods by any particular motor vehicle or in time for any particular market or otherwise than with due dispatch, unless by specific agreement endorsed hereon. Every Carrier in case of physical necessity shall have the right to forward said goods by any conveyance or route between the point of shipment and the point of destination; but if such diversion be from a motor vehicle to any other conveyances the liability of the Carrier shall be the same as though the entire carriage were by motor vehicle.

The amount of any loss or damage for which any Carrier is liable shall be computed on the basis of the value of the goods at the place and time of shipment under this bill of lading (including the freight and other charges if paid) unless a lower value has been represented in writing by the shipper or has been agreed upon, in any of which events such lower value shall be the amount to govern such computation whether or not such loss or damage occurs from negligence.

When the goods are carried at owner's risk such conditions are intended to cover only such risks as are necessarily incidental to transportation and shall not relieve the Carrier from liability for any loss, damage or delay which may result from any negligence or omission of the Carrier, its agents or employees and the burden of proving freedom from such negligence or omission shall be on the Carrier.

Notice of loss, damage or delay must be made in writing to the Carrier at point of delivery, or to the Carrier at the point of origin, within two months after delivery of the goods or in case of failure to make delivery, then within two months after all reasonable time for delivery has elapsed. Unless notice is so given the Carrier shall not be liable.

Any Carrier or party liable on account of loss of or damage to any of said goods, on reimbursing to the insured the premium paid in respect thereof, shall have the full benefit of any insurance that may have been effected upon or on account of said goods, so far as this shall not avoid the policies or contracts of insurance.

Section 5: No Carrier shall be bound to carry any documents, specie or any article of extraordinary value unless a special agreement to do so (the duty of obtaining such special agreement to be on the Carrier when the nature of goods is disclosed herein) and a stipulated value of the articles is endorsed hereon. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon the Carrier shall not be liable for any loss or damage thereto.

Section 6: The owner or consignee shall pay the freight and all other lawfully charges accruing on said goods, and, if required, shall pay the same before delivery. If, upon inspection, it is ascertained that the goods shipped are not those described in this bill of lading, the freight charges must be paid upon the goods actually shipped, with any additional penalties lawfully payable thereon.

Section 7: Every party, whether principal or agent, shipping explosives or dangerous articles without previous full written disclosure to the Carrier or its agent of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense, or destroyed without compensation.

Section 8: Any alteration, addition or erasure in this bill of lading shall be signed or initialled in the margin by an agent of the Carrier issuing the same, and if not so signed or initialled shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

M.R. 58/97

SCHEDULE G

RULES OF CARRIAGE FOR PUBLIC SERVICE VEHICLES

Rule 1 — Operation of Public Service Vehicles Governed by These Rules

All public service vehicles engaged in intra-provincial operations, other than

- (a) inter-municipal liveries;
- (b) passenger and express buses;
- (c) movers of household goods under the *Used Household Goods Regulation*;

shall be governed by and conform to these Rules and Conditions issued under the authority and jurisdiction of The Motor Transport Board.

Rule 2 — Board may Revoke, Alter or Amend Certificate

The Board may, for cause, suspend, and, after at least 10 days' notice to the holder of a Certificate, and the granting to him of an opportunity to be heard, revoke, alter or amend the Certificate issued to the operator of a Public Service Vehicle under Part VIII of *The Highway Traffic Act*, for any violation or contravention of these Rules and Conditions.

Rule 3 — Bill of Lading

(a) Every owner or operator of a Public Service Vehicle, certificated for the transportation of property, shall use the relevant form of Bill of Lading, as set out in this regulation, and every chauffeur operating such Public Service Vehicle shall carry, on each trip, a copy of documents showing full particulars as to load, weight, and description of merchandise.

(b) The form of Bill of Lading, as set out in Schedule A or a short form complying with the requirements of clauses (f), (g), and (j) of this Rule, shall be used for the transportation of freight other than livestock. The form set out in Schedule E shall be used for the transportation of livestock.

(c) A carrier shall issue, or cause to be issued, a Bill of Lading, in the form prescribed in clause (b), for the goods being transported, unless otherwise authorized in writing by the Board. Subject to clause (d), the Bill of Lading shall accompany the goods being transported, unless the carrier is using an on-line computer or telex billing system and has received authorization from the Board, and such authorization accompanies the goods being transported.

(d) A carrier may prepare and use a pro-bill, otherwise referred to as a waybill, and such pro-bill may accompany the goods being transported instead of a Bill of Lading. The pro-bill shall not be a substitute for the Bill of Lading for any other purpose and a Bill of Lading shall be issued in all instances, despite the existence of such pro-bill, unless otherwise authorized by the Board.

(e) A pro-bill shall bear the same number or other positive means of identification as the original Bill of Lading and shall show:

- (i) the particulars of the good carried on the vehicles,
- (ii) the name and mailing address of the consignee,
- (iii) the point of origin of the shipment,
- (iv) the name and mailing address of the consignor,
- (v) the destination of the shipment,
- (vi) the names of connecting carriers, if any,
- (vii) whether the charges are prepaid or collect, and
- (viii) the date of the consignment.

(f) A Bill of Lading shall be identified by a numerical code and shall show:

- (i) the name and mailing address of the consignor,
- (ii) the date of the consignment,
- (iii) the point of origin of the shipment,
- (iv) the name of the originating carrier,
- (v) the names of connecting carriers, if any,
- (vi) the name and mailing address of the consignee,
- (vii) the destination of the shipment,
- (viii) the particulars of the goods comprising the shipment, including weight and description,
- (ix) the signature of the consignor or his agent,
- (x) whether the goods are received in apparent good order and condition,
- (xi) whether the charges are prepaid or collect, and
- (xii) the amount to be collected by the carrier on a C.O.D. shipment.

(g) A Bill of Lading for the transportation of goods other than livestock shall contain:

- (i) a space in which to show the declared value of the shipment,
- (ii) a space in which to show whether the C.O.D. fee is prepaid or collect,

(iii) a space in which to note any special agreement between the consignor and the carrier,

(iv) a statement, in conspicuous form, indicating that the carrier's liability is limited by specific conditions under articles 9 and 10 of Part III of the Conditions of Carriage set out in Schedule B of this regulation or by other agreement, if such a limitation exists, and

(v) a statement of the notice of claim requirements as set out in article 12 of Part III of the Conditions of Carriage prescribed in Schedule B of this regulation.

(h)

(i) the originating carrier or his agent shall sign the Bill of Lading acknowledging the receipt of goods and shall indicate, in the space provided, whether the goods were received in apparent good order and condition or otherwise at the time the shipment was taken into his or his agent's custody,

(ii) the consignor and the carrier shall each keep a copy of the Bill of Lading, signed by the consignor, and a copy shall accompany the shipment to its destination.

(i) A carrier shall keep on file, for at least 12 months, copies of all Bills of Lading related to his operations and such file or files shall be available for inspection at any time by a peace officer or by an agent of the Board.

(j) A contract between a carrier and a consignor for the transportation for compensation of goods other than livestock shall be deemed to contain the Conditions of Carriage set out in Schedule B and these conditions shall be set out on the reverse side of all Bills of Lading pursuant to such contracts. A contract between a carrier and a consignor for the transportation of livestock for compensation shall be deemed to contain the Conditions of Carriage set out in Schedule F and these conditions shall be set out on the reverse side of all Bills of Lading pursuant to such contracts.

M.R. 58/97

Rules 4 and 5 [Repealed] M.R. 58/97

Rule 6 — Distances to be Used

(a) In computing freight charges, distances approved by The Motor Transport Board shall be used. Except as otherwise specifically ordered by the Board, the distances as shown in the "Official Highway Map", issued by the Department of Highways and Transportation of the Province of Manitoba, for the current year, shall be deemed to be the distances approved by The Motor Transport Board.

(b) [repealed] M.R. 58/97

M.R. 58/97

Rules 7 to 9 [Repealed] M.R. 58/97

Rule 10 — Explosives and Dangerous Articles

No carrier, or employer or officer of a carrier, shall transport any explosive or dangerous article whatsoever, except in accordance with the provisions of the *Transportation of Dangerous Goods Act* (Canada) and the *Dangerous Goods Handling and Transportation Act* (Manitoba) and Regulations thereunder.

Rule 11 — Single Trip Loads

Subject to the conditions of the Certificate held, Single Trip Load Authority permits the use of the entire facilities of an individual vehicle, for the carriage of goods from one consignor at a single point of origin to one consignee at a single point of destination

- (a) over routes where no regular authorized service is maintained. Regular authorized service includes service when required;
- (b) on a Limited Trip permit basis over territories serviced by licenced operators supplying a regular service;
- (c) without the necessity of obtaining a Permit, as provided in Paragraph (b), when transporting
 - (i) livestock other than to a common market,
 - (ii) heavy machinery and specialized equipment,
 - (iii) building moving,
 - (iv) bridge and road building materials including culverts.

Rule 11.1 — Truck Load Lots

Subject to the terms of the Certificate held, an authority to transport truck load lots of a commodity permits the exclusive use of a vehicle for the transportation of that commodity from one consignor (who is not a freight forwarder) at one point of origin to any number of consignees, and from any number of consignors to one consignee (who is not a freight forwarder) at one point of destination.

Rule 12 — Definition of a Shipment

Except as otherwise provided, a shipment is a consignment received from one shipper on one Bill of Lading at one shipping point at one time, for delivery to one consignee at one local address.

Rule 13 — Definition of Cubic Volume

Cubic volume of a shipment is the sum of the cubic measurements of all pieces comprising the shipment.

Rule 14 — Definition of Cubic Measurement

- (a) Cubic measurement of a shipment shall be that for the smallest rectangular space within which it can be contained (ie. the minimum circumscribing right parallelepiped).

(b) Where a shipment is of such a nature that it is not practical to load other freight on top, underneath, or along side the said shipment, the chargeable weight shall be calculated on the basis of 1,000 pounds per lineal foot of vehicle occupied; unless the actual weight exceeds the chargeable weight, in which case the higher weight shall apply.

(c) In determining the cubic measurement of a shipment, the fractional value calculated from the three dimensions must be rounded to the next higher one-tenth of a cubic foot (1/10 cu. ft.).

Rule 15 — Definition of Weight

(a) The actual weight of a shipment is its weight in pounds at the time of shipping, including all packing, wrapping and protective material incorporated in the packing.

(b) In determining weights, whenever fractions of one pound occur, the next higher whole number shall be used.

Rule 16 — Definition of Dimensional Weight

The dimensional weight of a shipment is the volume of the shipment (including all packing, wrapping and protective material incorporated into the packing) in cubic feet multiplied by 10 pounds.

Rule 17 — Chargeable Weight

(a) The chargeable weight of a shipment is the greater of its actual weight or its dimensional weight.

(b) The chargeable weight of a shipment shall govern as the basis for calculating the value of a shipment, in connection with valuation and maximum liability under articles 9 and 10 of Part III of the Conditions of Carriage set out in Schedule B of this regulation.

Rule 18 — Marking Freight

(a) Unless otherwise agreed to between shipper and carrier, each package, bundle, or loose piece of freight must be plainly and durably marked, showing the name of only one consignee, and of only one Station, Town or City, and Province or State to which destined. Addition of street addresses will expedite delivery. Packages or pieces securely fastened to pallets, platforms or skids for lift trucks need not each be marked, provided palletized or skidded package is marked and number of packages or pieces loaded on pallets, platforms, or skids is shown on Bill of Lading.

(b) Packages containing fragile articles, or articles in glass or earthenware, must be marked "FRAGILE-HANDLE WITH CARE", or with similar precautionary marks endorsed on the Bill of Lading.

Rule 19 [Repealed] M.R. 58/97

Rule 20 — Refused or Otherwise Undeliverable Perishable and Live Creatures

(a) When a shipment of perishable items, or live creatures, is refused by the consignee or is otherwise undeliverable, the carrier must make a diligent effort to notify the shipper at the shipper's expense. Should no disposal instructions be received within a reasonable period of time the carrier may sell the shipment to best advantage, for account of whom it may concern.

(b) When goods, subject to subsection (a), have been disposed of by the carrier, the amount realized from such sale shall apply against the transportation charges. If insufficient monies are received to cover such charges, the shipper shall be liable for an amount not exceeding the difference between that already collected by the carrier and the transportation charges.

Rule 21 — Refused Non-Perishable Shipment

(a) When a non-perishable shipment is refused or unclaimed by the consignee, the carrier will notify the shipper giving reasons for refusal. If applicable, all costs in carrying out the shipper's disposal instructions shall be borne by the shipper.

(b) If the consignee refuses any part of the shipment, the whole shipment will be considered refused, and delivery withheld until written authority is obtained from the shipper to deliver a portion only. If the shipper requests delivery of the refused portion to another consignee, the billing must be corrected to read as two or more shipments and charges assessed accordingly.

(c) If the consignor does not reply to a written notice after 60 days and shipment has been refused by the consignee, or if both consignee and consignor refuse the shipment, the carrier may sell the shipment to the best advantage, for account of whom it may concern.

Rule 22 — Reconsignment

(a) The carrier is not required to reconsign goods, except on written order of the owner. The carrier may require a bond from the person requesting reconsignment, if ownership is not known to the carrier.

(b) If the reconsignment instructions are received by the carrier after the goods have arrived at the destination point, but prior to delivery to the consignee, the full local charges to or from the point of reconsignment will be assessed.

(c) Parties ordering reconsignment under this Rule shall be required to pay the cost of telephone or telecommunication messages in connection therewith.

Rule 23 — Re-Delivery to Same Consignee

Shipments which, after being tendered for delivery at the address marked on the shipment, are undeliverable for any reason beyond the carrier's control and returned to terminal will, if requested by the owner, be offered for delivery a second time, with an additional charge if assessed by the carrier.

Rules 24 and 25 [Repealed] M.R. 58/97

Rule 26 — Live Creatures and Livestock

- (a) Live creatures and livestock will be accepted for carriage at times and in a manner to be determined by prior arrangements with the local representative of the carrier.
- (b) Shipments of livestock are subject to the specific regulations pertaining thereto.
- (c) The following conditions will apply to all other shipments of live creatures:
 - (i) all live creatures must be shipped in a container provided by the shipper, which ensures separation of the contents from the surrounding environment,
 - (ii) all necessities for the well-being of the creatures must be provided in the container by the shipper,
 - (iii) for movements of animals or birds, which are likely to take longer than 36 hours elapsed time, the container must be of sufficient size and adequately equipped to ensure that the animals or birds have proper space and opportunity for rest, and adequately stocked with proper food and water for the total period of the movement, to meet the requirements of section 433 of The Criminal Code,
 - (iv) all Federal, Provincial and State documents necessary to cover the movements of live creatures will be provided by the shipper at the time of acceptance of the shipment by the carrier,
 - (v) all live creatures will be carried at owner's risk. The term owner's risk does not absolve the carrier from negligence.

Rule 27 — C.O.D. Shipments

- (a) On a Cash on Delivery (C.O.D.) shipment, the letters "C.O.D." must be plainly marked or a C.O.D. label placed by the shipper on each piece of the shipment.
- (b) Should a C.O.D. shipment be refused by the consignee and the shipper instructs that the shipment be delivered to another consignee, or the amount of the C.O.D. be changed or waived, such instructions must be in writing. A charge for rebilling may be assessed.
- (c) [repealed] M.R. 58/97;
- (d) The charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments must be collected from the consignee, unless the consignor has otherwise so indicated and instructed in the Bill of Lading.
- (e) Where carriers are required to make C.O.D. collections, the charge for collection and remittance for C.O.D.'s shall be in accordance with Item 3 of Schedule H, as amended from time to time, and all such charges shall accrue to the delivering carrier.

(f) Every carrier shall remit to the shipper the monies collected on C.O.D. shipments forthwith on receipt of such monies and payments collected, but, in any case, not later than 15 days thereafter, and where such shipments are part of an interline movement, advice of remittance shall be mailed to originating carrier.

(g) A carrier shall keep all C.O.D. monies separate from the other revenues and funds of his business, in a separate trust fund or account.

Rule 28 — Payment of Charges

All rates, charges and other amounts referred to in these Rules are stated in Canadian currency.

Statements of account for the transportation charges must be paid by the debtor within 10 days from date of mailing. Advanced charges paid by the carrier may be demanded at the time of delivery of goods.

Rule 29 — Prepayment of Charges

Prepayment or guarantee of charges may be required on the following:

- (a) shipments marked "to be called for";
- (b) shipments of second-hand household or personal effects;
- (c) shipments obviously not worth transportation charges;
- (d) shipments addressed to persons confined to penal and mental institutions;
- (e) shipments of live creatures;
- (f) shipments to exhibitions, shows, fairs and the like;
- (g) shipments destined to points served by "Connecting Carriers".

Rule 30 — Claims

(a) Overages, shortages and confirmed damages must be noted at the time of receipt of goods, by signature of the delivering carrier, on the bill covering the shipment.

(b) All claims must be in writing and be accompanied by:

- (i) the original invoice covering the goods shipped,
- (ii) the original Bill of Lading,
- (iii) the original paid freight bill,
- (iv) any other documents necessary in support of the amount claimed.

Carriers shall accept certified copies of such documentation, where the original is not available.

Rule 31 — Overcharges and Undercharges

(a) All overcharge claims must be presented to the originating or delivering carrier in writing, within two years from the date of issue of the original freight bill, and are to be accompanied by the original paid freight bill or an indemnity bond in lieu thereof. Overcharge claims based on chargeable weight must be accompanied by such additional documents necessary to establish the correct chargeable weight.

(b) All undercharge claims must be presented by the carrier by corrected freight bill showing amount originally paid and the balance due, within two years from the date of issue of the original freight bill.

Rule 32 — Perishable Protective Service

(a) Shippers tendering shipments requiring protective service against heat or cold must make prior arrangements with the carrier indicating the temperature the shipment requires. If such arrangements can be made, the carrier shall so endorse the Bill of Lading.

(b) The carrier may file with the Board a rate or charge covering the provision of protective service against heat or cold and such rate or charge shall be published and available to all shippers desiring to utilize such service.

(c) the carrier shall comply with the provisions of the *Food and Food Handling Establishments Regulation* under the Public Health Act, C.C.S.M. c. P210 while handling or transporting a shipment that contains a potentially hazardous food, as defined in that regulation.

Rule 33 — Packing Requirements

(a) All shipments must be so prepared or packed as to ensure safe practical transportation with ordinary care on the part of the carrier.

(b) All packages or shipments are subject to the packaging requirements as set out and described in Canadian Freight Classification No. 6000, and supplements thereto and reissues thereof.

Rule 34 — Shipments Packed with Ice

Shipments packed with ice may be refused by the carrier, unless containers are so constructed that no seepage from the container will occur while the shipment is in the possession of the carrier.

Rule 35 — Articles Liable to Cause Injury to Employees, etc.

Carriers are not obligated to accept articles liable to cause injury to employees, impregnate live animals or otherwise damage equipment or other freight. Such articles may be accepted and receipted for "subject to delay for suitable equipment", or may, for lack of suitable equipment, be refused. The carrier must notify the shipper of any anticipated delay.

Rule 36 — Shipping Container, to be Available for Inspection

In the event of damage occurring to any shipment, and a claim being presented to the carrier for such damage, the shipping container of such shipment must be made available for inspection by the carrier's representative.

Rule 37 — Demurrage — Trailer Loads Only**A. Spotting Vehicles Without Power Units**

Applicable for the account of all carriers except as otherwise specifically provided in individual carrier arrangements.

When equipment is available, carrier will spot empty or loaded vehicles, without power units, at consignor's or consignee's premises for loading or unloading, subject to the following conditions:

B. Free Time

(a) Vehicles without power units will be allowed 24 hours free time for loading or unloading for each vehicle actually or constructively placed, with the exception of Temperature Controlled or Specialized Vehicles which will be limited to 4 hours free time.

(b) The 24 hours free time shall commence at the time of actual or constructive placement, except it shall not begin on a Saturday, Sunday or Holiday, but at 8:00 a.m. on the next day, which is neither a Saturday, Sunday or Holiday. When any portion of the 24 hour free time extends into a Saturday, Sunday or Holiday, such portion of free time shall be computed from 12:01 a.m. of the next day, which is neither a Saturday, Sunday or Holiday.

(c) Once a vehicle is actually or constructively placed for loading or unloading without power, and then changed to vehicle with power at the request of the consignor or consignee, the free time and detention charges will be computed as follows:

(i) if the change is requested and made within the free time allowed for a vehicle without power, free time will cease immediately the power unit is available at the premises of consignor or consignee, and detention charges for vehicle with power will be applied immediately with no free time allowed,

(ii) if the change is requested and made after the expiration of the free time for vehicle without power, free time and detention charges will be computed on the basis of a vehicle without power up to the time the change is requested. In addition thereto, vehicles will immediately be placed on detention for vehicles with power with no free time allowed.

C. [Repealed] M.R. 58/97**D. Definitions**

"actual placement" means the placing of vehicle at the place designated by the consignor or consignee for loading or unloading;

"consignor, consignee" as used, will include the actual consignor or consignee and their agents, brokers, steamship agencies and customs brokers acting in their behalf;

"constructive placement" means the holding of a vehicle at a point other than the designated loading or unloading place, due to the inability of the consignor or consignee to accept the vehicle after notification;

"day" means a 24 hour period;

"loading" includes the furnishing of Bill of Lading, or forwarding directions to the carrier, and notification to the carrier by the consignor that vehicle is released for forwarding;

"notification" means

(a) advising the consignee by telephone if convenient and practical, otherwise by mail or telegraph, that the vehicle is ready for unloading. However transmitted, notice will specify name of consignor, point of origin, commodity and weight of shipment,

(b) tender or delivery by the carrier during normal business hours will constitute notification and will be made in lieu of notice prescribed in paragraph (a) above, unless carrier was previously advised in writing to the contrary (either as to hours or method) by the consignee,

(c) advising the carrier, by the consignor or consignee, by telephone, if convenient and practical, otherwise by mail or telegraph, that the vehicle is ready for forwarding or is unloaded,

(d) when a shipment is refused at destination, the carrier will, within four hours (exclusive of Sundays and Holidays) after being advised of such refusal, send notice of such refusal by collect telegram to the consignor or owner, when known, or when not known to the agent at point of shipment, who will promptly notify the consignor, if known. Charges may be assessed after the expiration of free time, as provided in "free time" above;

"unloading" includes

(a) surrender of Bill of Lading on shipments billed "To Order",

(b) payment of charges to the carrier, when required, prior to delivery of the shipment,

(c) notification to the carrier that vehicle is unloaded,

(d) signing delivery receipt when delivering carrier's agent is present at unloading.

Rule 38 — Owner's Risk

(a) Articles so specified and defined in Canadian Freight Classification No. 6000, and supplements thereto and reissues thereof, to be carried under Owner's Risk conditions, shall be carried at owner's risk. These conditions are intended to cover risks necessarily incidental to transportation, but, no such limitation, expressed or otherwise, shall relieve the carrier from liability for any loss or damage which may result from any negligence or omission of the carrier, its agents or employees.

(b) Where "Owner's Risk" conditions are specified for articles in less than truckload shipments, such conditions will also apply on the same articles in truckloads.

M.R. 244/91; 58/97

SCHEDULE H

[Repealed]

M.R. 58/97

SCHEDULES I and J

[Repealed]

M.R. 75/92; 165/94; 166/95; 58/97