

# TRUCK TALK

A Publication of  
Continental Western Group®



## Bills of Lading

A Bill of Lading is a document signed by a carrier (a transporter of goods) or the carrier's representative (driver) and issued to a consignor (the shipper of the goods) that evidences the receipt of goods for shipment to a specified destination and person.

That definition sounds rather legal-like. That is because you are dealing with a legal and binding contract that is a very important part of the process of moving goods from one place to another.

Motor carriers issue bills of lading when they undertake the transportation of cargo. A bill of lading is, in addition to a receipt for the delivery of goods, a contract for their transportation and a document of title to the goods being transported. The bill of lading terms describe the freight for identification purposes, states the name of the shipper and the provisions of the contract for shipment, and directs the cargo to be delivered to the consignee (receiver) at a designated location.

The bill of lading is a receipt signed by the carrier confirming whether goods matching the contract description have been received in good condition, and it is also a document of transfer and governs all the legal aspects of the physical movement of the cargo. In fact, even though the carrier technically issues the bill of lading, shippers typically give preprinted bills of lading to drivers for signature at the time of pickup. This procedure works well if both the shipper and motor carrier accept the terms on the preprinted bill of lading.

Essentially, when a driver signs a bill of lading on behalf of the motor carrier, the motor carrier now owns and is responsible for the goods under their care, custody and control. Therefore, it is of the utmost importance that you take care when you sign the bill of lading. If you pick up a pre-loaded trailer that is already sealed, make sure you make a notation such as "shipper load and count", or "pre-loaded trailer", anything that gets the message across that you did not load the trailer and are not responsible for the number of boxes nor the condition of the boxes that are on the trailer.

If you are loading a trailer with shrink-wrapped pallets of goods and you are not able to accurately count the number of boxes on each pallet, make a notation such as "22 shrink-wrapped pallets said to contain 1,239 boxes".

If you are on a multi-stop load, many shippers will require a continuous seal record to protect the cargo from stop-to-stop. Failure to note the seal number on a delivery receipt or on the bill of lading itself leaves the motor carrier wide open in the event of a claim for shortage

Remember, when you sign a bill of lading, you are signing a legal and binding contract on behalf of the motor carrier. Knowing what you are signing for will be a valuable step in protecting your company from cargo claims.