



**Executive
Council**

*A certified copy of an Order in Council dated
October 6, 2026*

N.S. Reg. 228/2026

FILED

Date: October 6, 2026

**Rachel L. Jones
Registrar of Regulations
Province of Nova Scotia**

2026-346

The Governor in Council on the report and recommendation of the Minister of Public Works dated May 12, 2026, and pursuant to Sections 226, 333, and 336 of Chapter 20 of the Acts of 2025, the *Traffic Safety Act*, is pleased, effective on and after October 19, 2026, to:

(a) make regulations respecting securing of loads on vehicles in the form set forth in Schedule "A" attached to and forming part of the Report and Recommendation;

(b) make regulations respecting carriage of freight by commercial vehicles in the form set forth in Schedule "B" attached to and forming part of the Report and Recommendation;

(c) make regulations respecting commercial carrier safety fitness rating and compliance in the form set forth in Schedule "C" attached to and forming part of the Report and Recommendation; and

(d) make regulations respecting using the road in the form set forth in Schedule "D" attached to and forming part of the Report and Recommendation.

Certified to be a true copy

A handwritten signature in blue ink, appearing to read "Taweel", written over a horizontal line.

**Tracey Taweel
Clerk of the Executive Council**



Tracey Taweel

Clerk of the Executive Council

Schedule “B”

Regulations Respecting the Carriage of Freight by Commercial Vehicles made by the Governor in Council under Section 226 of Chapter 20 of the Acts of 2025, the *Traffic Safety Act*

1 Citation

These regulations may be cited as the *Carriage of Freight by Commercial Vehicle Regulations*.

2 Definitions

In these regulations,

“delivering motor carrier”, in relation to goods that are accepted for carriage as freight by more than 1 motor carrier, means the motor carrier that is responsible for delivery of the goods to the consignee;

“freight vehicle” means a commercial vehicle used to carry freight for gain;

“motor carrier” means a carrier who owns, leases or is otherwise responsible for the driving of a freight vehicle;

“originating motor carrier”, in relation to goods that are accepted for carriage as freight by more than 1 motor carrier, means the motor carrier that receives the goods from and contracts with the consignor;

“Uniform Conditions of Carriage” means the Uniform Conditions of Carriage attached as Schedule A.

3 Insurance policies for protection of freight

A motor vehicle liability policy of insurance for the protection of freight carried by a motor carrier must meet all of the following requirements:

- (a) it must be in a form approved by the Superintendent of Insurance;
- (b) it must be issued by a company duly authorized to issue the policy in the Province;

- (c) it must insure against the liability of the motor carrier for loss or damage resulting from direct physical loss of or damage to freight caused by any of the following:
 - (i) fire, including self-ignition, internal explosion and lightning,
 - (ii) flood, meaning rising navigable waters,
 - (iii) cyclone, hurricane or tornado,
 - (iv) accidental collision of the freight vehicle with any other vehicle or object,
 - (v) overturning of the freight vehicle,
 - (vi) collapse of a bridge,
 - (vii) stranding, sinking, fire or collision, including liability for general average or salvage charges for freight being transported on or in the freight vehicle while on a regular ferry,
 - (viii) theft of an entire shipping package;
- (d) it must be sufficient to cover the maximum amount of loss or damage the motor carrier is liable for in accordance with Section 10 of the Uniform Conditions of Carriage.

4 Freight and express carriage conditions and documents

- (1) The conditions set out in the Uniform Conditions of Carriage are prescribed as uniform conditions of carriage of freight by a motor carrier.
- (2) The conditions set out in the Uniform Conditions of Carriage are deemed to be part of every contract for the carriage of freight by a motor carrier and must be contained or incorporated by reference in every bill of lading relating to the carriage of freight by a motor carrier.

5 Bill of lading issued by originating motor carrier

Except as provided in Section 9 for certain commodities, every originating motor carrier must, at the time of acceptance by the motor carrier or motor carrier's agent of a shipment of freight for transportation on a freight vehicle, issue or cause to be issued for each shipment a bill of lading in accordance with these regulations.

6 Bill of lading form and completion

- (1) A bill of lading must be signed in full, rather than initialled, by the consignor or the consignor's agent and by the originating motor carrier as an acceptance of all terms and conditions contained in it.

- (2) An originating motor carrier may prepare a waybill for the goods being shipped under a bill of lading, and a waybill must bear the same number or other positive means of identification as the original bill of lading.
- (3) A waybill cannot replace an original bill of lading.
- (4) An originating motor carrier or the originating motor carrier's agent must sign the bill of lading acknowledging the receipt of goods from the consignor and must indicate on the bill of lading whether the goods were received in apparent good order and condition or otherwise when the shipment was taken into the originating motor carrier's custody.
- (5) Copies of the bill of lading must be allocated as follows:
 - (a) 1 signed copy of the bill of lading must be retained by the consignor;
 - (b) 1 copy of the bill of lading must be retained by the originating motor carrier;
 - (c) 1 copy of the bill of lading or the motor carrier's waybill must accompany the shipment to its destination.
- (6) For a divided shipment as described in Section 8, the originating motor carrier must ensure that every part of the shipment is accompanied by 1 of the following:
 - (a) a copy of the bill of lading;
 - (b) the motor carrier's waybill.
- (7) A bill of lading must be identified by some numerical code and must meet all of the following requirements:
 - (a) it must show all of the following:
 - (i) the name of the consignor,
 - (ii) the date of consignment,
 - (iii) the originating point of the shipment,
 - (iv) the name of the originating motor carrier,
 - (v) the name of any connecting motor carrier,
 - (vi) the name and address of the consignee,
 - (vii) the destination of the shipment,
 - (viii) the particulars of the goods making up the shipment;
 - (b) it must contain all of the following:

- (i) a space for designating whether the goods are received in apparent good order and condition or otherwise,
 - (ii) a space to show the declared value of the shipment,
 - (iii) a space to indicate whether the charges are prepaid or collect,
 - (iv) a space to show whether the cash-on-delivery fee is prepaid or collect,
 - (v) a space to show the amount to be collected by the motor carrier on a cash-on-delivery shipment,
 - (vi) a statement to indicate that the conditions set out in the Uniform Conditions of Carriage apply,
 - (vii) a space to note any special agreement between the consignor and the motor carrier,
 - (viii) a statement in conspicuous form to indicate that the motor carrier's liability is limited by a term or condition of the applicable schedule of rates or by other agreement,
 - (ix) a verbatim statement of the notice of claim requirements as set out in Section 12 of the Uniform Conditions of Carriage.
- (8) A bill of lading must be issued in triplicate or more and must consist of an original bill of lading, a shipping order and a memorandum, and each portion of the bill of lading must be marked accordingly.

7 Freight covered by bill of lading

- (1) The freight covered by a bill of lading must be in the possession or control of the originating motor carrier at the time the motor carrier issues the bill of lading.
- (2) A bill of lading must cover only goods that are
 - (a) received from 1 shipper and picked up at 1 place; and
 - (b) consigned to 1 consignee at 1 destination and delivered at 1 place.
- (3) The consignor must plainly mark on each article covered by a bill of lading the name of the consignee and the destination, unless the shipment is from 1 consignor to 1 consignee and consists of a truckload.

8 Divided shipments

- (1) A shipment that is greater than the capacity of the available equipment of the motor carrier and so must be divided for shipment on more than 1 freight vehicle may be accepted on 1 bill of lading, if a portion of the shipment equal to or approximating,

but not exceeding, the carrying capacity of the freight vehicle based on its registered weight is transported on the freight vehicle that takes the first load.

- (2) The remainder of a divided shipment must be moved in the name of the motor carrier moving the first portion of the shipment.
- (3) The revenue bill for a divided shipment must cover the entire shipment and must show the weight, the rate assessed and the freight charges.
- (4) A separate waybill or similar document must be issued by and be in the possession of the driver of each vehicle carrying the remaining portions of the shipment, and each waybill or similar document must refer to the revenue bill and give the weight and description of each load.

9 Bill of lading not required for certain commodities

- (1) Subject to subsection (2), a motor carrier need not issue a bill of lading, local moving order, invoice, delivery slip or similar document respecting the transportation of any of the following commodities:
 - (a) the Crown's mail;
 - (b) fluid milk and cream and its containers on regular milk routes from farms to a creamery, processing plant or market and empty containers being returned from a creamery, processing plant or market;
 - (c) petroleum products in bulk or bituminous construction materials in bulk;
 - (d) logs, poles, piles, ties, shingle-bolts, pit-props, pulpwood and fence posts;
 - (e) fuel-wood and sawdust;
 - (f) coal or ore in bulk;
 - (g) earth, rock, gravel or sand in bulk;
 - (h) grain in bulk;
 - (i) baled or unbaled hay;
 - (j) vegetables or fruit in bulk;
 - (k) fertilizer or animal manure in bulk;
 - (l) livestock.
- (2) A motor carrier who does not issue a bill of lading in respect of the transportation of commodities referred to in subsection (1) must do all of the following:

- (a) with respect to each freight vehicle, keep a daily record of freight transported in that freight vehicle showing all of the following:
 - (i) the names of the consignor and consignee,
 - (ii) a description of the freight and the quantity of freight,
 - (iii) the distance the freight was transported,
 - (iv) the rate and total amount charged for the transportation,
 - (v) the number of trips made;
- (b) retain the daily record required by clause (a) in the main office of the motor carrier for at least 3 years and ensure that it is available for inspection by a motor vehicle inspector.

10 Shipping document in driver's possession

- (1) A driver of a freight vehicle must, while carrying freight, have in their possession 1 of the following shipping documents with respect to that freight:
 - (a) the shipping order portion of the bill of lading;
 - (b) a copy of a local moving order, invoice, delivery slip or similar document;
 - (c) an expense bill or waybill.
- (2) A shipping document referred to in subsection (1) must show all of the following:
 - (a) the consignor's name;
 - (b) the point of origin of the shipment;
 - (c) the date of the shipment;
 - (d) the consignee's name;
 - (e) the destination of the shipment;
 - (f) the name of any connecting motor carrier;
 - (g) an itemized statement of the contents of the shipment.
- (3) A shipping document referred to in subsection (1) may be inspected by a peace officer while the freight is being carried.

11 Bill of lading delivery and retention

- (1) On completion of the delivery of a shipment covered by a bill of lading, the bill of lading and portions of it must be delivered and retained as follows:

- (a) the original bill of lading must be delivered to the consignor;
 - (b) the shipping order portion of a bill of lading must be retained by the originating motor carrier in accordance with subsection (2);
 - (c) the memorandum portion of a bill of lading must be delivered to the consignor, if demanded by the consignor.
- (2) The shipping order portion of each bill of lading must be retained at the main office of the originating motor carrier for 3 years from the date of delivery of the shipment and must be available for inspection by a motor vehicle inspector.

12 Registrar may prescribe forms

The Registrar may prescribe forms to be used to give effect to the provisions of these regulations.

Schedule A: Uniform Conditions of Carriage

1 Liability of motor carrier

The motor carrier of the goods described in the bill of lading is liable for any loss of or damage to goods accepted by the motor carrier or the motor carrier's agent, except as provided in these terms and conditions.

2 Liability of originating and delivering motor carriers

If a shipment is accepted for carriage by more than 1 motor carrier, the originating motor carrier and the delivering motor carrier, in addition to any other liability under these terms and conditions, are liable jointly and severally for any loss or damage to the goods while they are in the custody of any other motor carrier to whom the goods are or have been delivered and from which liability the other motor carrier is not relieved.

3 Recovery from connecting motor carrier

The originating motor carrier or the delivering motor carrier is entitled to recover from any other motor carrier to whom the goods are or have been delivered the amount of loss or damage that the originating motor carrier or delivering motor carrier, as the case may be, may be required to pay under these terms and conditions resulting from any loss of or damage to the goods while they were in the custody of the other motor carrier.

4 Remedy by consignor or consignee

Nothing in Section 2 or 3 deprives a consignor or consignee of any rights the consignor or consignee may have against any motor carrier.

5 Exceptions from liability

- (1)** The motor carrier is not liable for any of the following:
 - (a)** the loss, damage or delay of any of the goods described in the bill of lading caused by any of the following:
 - (i)** an act of God or the Crown or public enemies,
 - (ii)** riots,
 - (iii)** strikes,
 - (iv)** a defect or inherent vice in the goods,
 - (v)** the act or default of the consignor, owner or consignee,

- (vi) authority of law,
 - (vii) quarantine;
 - (b) other than that due to the negligence of the motor carrier or the motor carrier's agent or employee, loss arising from any of the following:
 - (i) damage to fragile articles that are not packed and unpacked by the contracting motor carrier, the motor carrier's agent or employee,
 - (ii) damage to mechanical, electronic or other operations of radios, phonographs, clocks, appliances, musical instruments and other equipment unless packed by the motor carrier, the motor carrier's agent or employee,
 - (iii) deterioration of or damage to perishable food, plants or pets,
 - (iv) loss of contents of articles packed by the consignor, unless the containers used are opened for the motor carrier's inspection and articles are listed on the bill of lading and a receipt for the articles is provided by the motor carrier;
 - (c) damage to or loss of a complete set or unit when only part of the set or unit is damaged or lost, in which event the motor carrier is liable only for the repair or recovery of the lost or damaged part;
 - (d) damage to the goods at a place of pick-up at which the consignor or the consignor's agent is not in attendance;
 - (e) damage to the goods at a place of delivery if the consignee or the consignee's agent is not in attendance and cannot give a receipt for goods delivered.
- (2) The burden of proving the absence of negligence referred to in clause (1)(b) is on the motor carrier.

6 Delay

- (1) At the time of acceptance of the contract, the motor carrier must provide the consignor with a date or time period within which delivery is to be made, and that date or time period must be shown on the bill of lading.
- (2) Failure by the motor carrier to effect delivery on the date or within the time period specified on the bill of lading renders the motor carrier liable for reasonable food and lodging expenses incurred by the consignee that result from the failure.
- (3) Failure by the consignee to accept delivery when tendered within the time specified on the bill of lading renders the consignee liable for reasonable storage in transit, handling and redelivery charges incurred by the motor carrier that result from the failure.

7 Routing by motor carrier

If, in the case of physical necessity, the motor carrier forwards the goods by a conveyance that is not a licensed for-hire vehicle, the liability of the motor carrier is the same as though the entire carriage were by a licensed for-hire vehicle.

8 Stoppage in transit

If goods are stopped or held in transit at the request of a party entitled to so request, the goods are held at the risk of that party.

9 Valuation

Subject to Section 10, the amount of any loss or damage for which the motor carrier is liable, whether or not the loss or damage results from negligence of the motor carrier or its employees or agents, must be computed on the basis of the value of the lost or damaged articles at the time and place of shipment.

10 Maximum liability

- (1) Except as provided in subsection (2), the amount of any loss or damage computed under Section 9 must not exceed the greater of the following:
 - (a) the value declared by the consignor;
 - (b) \$4.41 per kg computed on the total weight of the shipment.
- (2) If the consignor releases to the motor carrier a shipment that is stated in writing to have a value of \$1.32 per kg per article or less, the amount of any loss or damage computed under Section 9 must not exceed that lower amount.
- (3) If clause (1)(a) or (b) applies, additional charges incurred by the carrier to provide insurance coverage in excess of \$1.32 per kg per article must be paid by the consignor.

11 Consignor's risk

- (1) If it is agreed that the goods are carried at the risk of the consignor of the goods, that agreement
 - (a) covers only those risks that are necessarily incidental to the transportation; and
 - (b) does not relieve the motor carrier from liability for any loss, damage or delay that results from any negligent act or omission of the motor carrier, the motor carrier's agents or employees.
- (2) The burden of proving absence of negligence referred to in clause (1)(b) is on the motor carrier.

12 Notice of claim

- (1)** No motor carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed for the loss, damage or delay is given in writing to the originating motor carrier or the delivering motor carrier within 60 days after the delivery of the goods or, in the case of failure to make delivery, within 9 months from the date of shipment.
- (2)** The final statement of the claim must be filed with the motor carrier within 9 months from the date of shipment.
- (3)** The party receiving the notice of claim must acknowledge receipt of the claim no later than 30 days after receipt of the claim.

13 Articles of extraordinary value

No motor carrier is bound to carry any documents, specie or any articles of extraordinary value without a special agreement to do so, and if those goods are carried without a special agreement and the nature of the goods is not disclosed on the face of the bill of lading, the motor carrier is not liable for any loss of or damage to them.

14 Dangerous goods

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

15 Undelivered goods

- (1)** If, through no fault of the motor carrier, the goods cannot be delivered, the motor carrier must immediately give notice to the consignor and consignee that delivery has not been made and must request disposal instructions.
- (2)** Pending receipt of disposal instructions under subsection (1),
 - (a)** the goods may be stored in the warehouse of the motor carrier, subject to a reasonable charge for storage; or
 - (b)** if the motor carrier has notified the consignor of the motor carrier's intention, the goods may be removed to, and stored in, a public or licensed warehouse, at the expense of the consignor, without liability on the part of the motor carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

16 Alterations

Any limitation on the motor carrier's liability indicated on the bill of lading, and any alteration or addition to or erasure on the bill of lading, must be signed or initialled by the consignor or the consignor's agent and the originating motor carrier or originating motor carrier's agent and, unless so acknowledged, is of no effect.

17 Weights

- (1) It is the responsibility of the originating motor carrier or the originating motor carrier's agent to show the correct tare and the gross and net weights measured by use of a certified public scale on the bill of lading and to attach the weight scale ticket to the originating motor carrier's copy of the bill of lading.
- (2) If certified public scales are not available at the point of origin or at any point within a 16 km radius of the point of origin, a constructive weight based on 112 kg/m³ of properly loaded van space must be used.