

Court File No.

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F	FEDERAL COURT	D
I	COUR FÉDÉRALE	É
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Jena Russell		
Toronto, ONT		1

**FEDERAL COURT  
Simplified Procedure**

BETWEEN:

ITN LOGISTICS SERVICES INC. and GEORGE COUREY INC.

Plaintiffs

- and -

MSC MEDITERRANEAN SHIPPING COMPANY S. A.

Defendant

**STATEMENT OF CLAIM**

**TO THE DEFENDANTS:**

**A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU** by the plaintiff. The claim made against you is set out in the following pages.

**IF YOU WISH TO DEFEND THIS PROCEEDING**, you, or a solicitor acting for you, are required to prepare a statement of defence in form 171B prescribed by the *Federal Courts Rules*, serve it on the plaintiff's solicitor, or, where the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court, **WITHIN 30 DAYS** after this statement of claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

Copies of the *Federal Courts Rules*, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

**IF YOU FAIL TO DEFEND THIS PROCEEDING**, judgment may be given against you in your absence and without further notice to you.

Date: 20-jul-2020

Issued by: "Jena Russell" Registry Officer

Address of local office: Federal Court of Canada  
200-180 Queen Street West  
Toronto, ON M5V 3L6

**TO:** **MEDITERRANEAN SHIPPING COMPANY S. A.**  
c/o Mediterranean Shipping Company (Canada) Inc., as agent  
2810 Matheson Boulevard East, Suite 200  
Mississauga, ON L4W 4X7

Defendant

## CLAIM

1. The plaintiffs claim from the defendant:
  - (a) The sum of \$42,000.00 CAD;
  - (b) pre-judgment and post-judgment interest in accordance with the *Courts of Justice Act* R.S.O. 1990 c. 43, as amended;
  - (c) costs of this action inclusive of all applicable taxes.; and,
  - (d) such further and other relief as this Honourable Court may deem just.
  
2. The plaintiff, ITN Logistics Services Inc. (“ITN”), is a company registered to do business under the laws of Canada with offices in Mississauga, Ontario. ITN is a provider of transportation logistics services.
  
3. ITN was the consignee of 1581 cartons of linens totaling 28,644 pieces (the “Cargo”) shipped by Lucky Textile Mills Limited, a textile manufacturer located in Karachi, Pakistan, in or around August 2019.
  
4. The plaintiff, George Courey Inc. (“GCI”), is a company registered to do business under the laws of Quebec with offices in Woodbridge, Ontario. GCI is a provider of linens in the healthcare industry.
  
5. At all material times, GCI was the owner of the Cargo.
  
6. The defendant, MSC Mediterranean Shipping Company S.A. (“MSC”), is an ocean carrier based in Switzerland with offices throughout the world and has an agency office in Montreal, Quebec.
  
7. In or around August 2019, MSC was retained to transport the Cargo to Montreal, Quebec. MSC was, at all material times, the carrier and bailee of the Cargo and undertook to carry the

Cargo by ocean from the port of loading in Karachi, Pakistan to the port of discharge in Montreal, Quebec. MSC issued a bill of lading in Karachi, Pakistan on August 4, 2019, bearing bill of lading number MEDUPK408672. The Cargo was tendered at origin to MSC in good order and condition.

8. When the Cargo arrived in Montreal, Quebec on or about September 24, 2019, it was not in the same good order and condition as when tendered for carriage to MSC. During the unloading of the Cargo, a perforation was noted in the roof panel of the MSC container which held the Cargo. This caused water ingress resulting in a total of 172 cartons with 1602 pieces of the Cargo suffering from water damage. The subject pieces of Cargo were water stained and/or mouldy with a musty odour (the “Damaged Cargo”). The Damaged Cargo was deemed a total loss.

9. As a result of the Damaged Cargo, and MSC’s breaches of contract; negligence, including but not limited to the choice of employees, agents, servants and/or subcontractors; and/or breaches of duty as a common carrier including but not limited to the duty to deliver the Cargo in good order and condition as tendered to MSC at the place of consignment, the plaintiffs have suffered the following losses:

- a. Loss of Damaged Cargo;
- b. Partial loss of the value of the freight charges and Canadian duties paid;
- c. Replacement air freight and arrival charges to replace the Damaged Cargo; and,
- d. Survey and other expenses.

10. The full particulars of the plaintiffs’ losses and damages will be provided to MSC at or before the trial of this action.

11. Without limiting the foregoing, the plaintiffs plead and rely upon the following:

- a. *Bills of Lading Act*, RSC 1985, c B-6; and,
- b. *Marine Liability Act*, SC 2001, c.6.

12. The plaintiffs plead and rely on Rule 135 of the *Federal Court Rules* SOR/98-106 in effecting service upon MSC through its agent in Canada, Mediterranean Shipping Company (Canada) Inc.

13. The plaintiffs propose that this action be tried in Toronto, Ontario.

Date: July 20, 2020

**FERNANDES HEARN LLP**

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