

**Law No 80 of 1983
Law of Carriage**

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NO. 80 OF 1983
LAW OF CARRIAGE (TRANSPORTATION)
RESOLUTION NO. 815

In the name of the people:

The Revolution Command Council;

Pursuant to the: Resolution passed by the National Council
in accordance with Article 53 of the Provisional
Constitution;

Article 47(2) of the National Council Law No. 55 of
1980;

Article 42(a) of the Provisional Constitution;

Have, in their meeting held on 28 July 1983,

Resolved enactment of the following Law:

PART I - OBJECTIVES, BASES AND OPERATION OF THE LAW

Article 1. - This Law aims at regulating carriage such as will
secure:

- (1) providing the best services in the fields of carriage
of both persons and goods;
- (2) providing a fair equilibrium of the obligations of
the persons parties to a carriage contract;
- (3) contributing to the realisation of the requirements
of the National Economic Development.

Article 2. - This Law is based on the following:

- (1) consolidation of the rules governing carriage;
- (2) giving predominance to the legal relationship
capacity over that of the contractual relationship;
- (3) to ensure that the socialist sector leads and guides
the carriage activity.

Article 3. - The provisions hereof shall apply to all kinds of
carriage, without regard to the carrier's capacity, with due

consideration to international agreements to which Iraq is a party.

Article 4. - (1) The provisions of Part II shall apply to all kinds of carriage.

(2) The specific provisions of Part III hereof shall be applied to the relevant kind of carriage subject to the provisions of paragraph (1) of this Article.

PART II - GENERAL PROVISIONS FOR CARRIAGE

CHAPTER 1 - CONTRACT OF CARRIAGE

Article 5. - A contract of carriage is an agreement pursuant to which the carrier assumes an obligation to carry (move) a person or goods from one place to another in exchange for a certain specified consideration (fare/freight).

Article 6. - (1) A contract of carriage is concluded as soon as an agreement is reached and may be established by all means.

(2) A passenger who boards a means of transport is deemed as having accepted the offer made by the carrier save where it is established that the intention of the passenger was not directed at execution of the contract of carriage.

(3) A carrier who takes delivery of goods for transportation is deemed to accept the offer made by the consignor.

Article 7. - Where the carrier has more than one form of the contracts which he executes, the carriage is concluded pursuant to the form which contains the general conditions unless it is agreed to follow another form, in which case the stipulations contained in such a form may not be split.

Article 8. - Subject to the provisions of Article 5 hereof:

(1) A carrier who has concluded a contract shall be responsible for the performance of the entire contract of carriage irrespective of whether the performance is effected by him or is assigned wholly or partly to another carrier who actually performs it; the liability of the actual carrier is limited to the carriage being executed and is equal to that of the carrier contractor.

(2) Any agreement which imposes on the carrier contractor additional obligations, or an abandonment of his rights determined herein shall not apply to the actual carrier save with his approval.

(3) The compensation due from both the contractor and actual carrier shall not exceed the limits set down herein.

CHAPTER 2 - OBLIGATIONS AND RIGHTS ARISING
FROM THE CONTRACT CARRIAGE

SECTION 1 - CARRIAGE OF PERSONS

Article 9. - (1) The carrier assumes the obligation of carrying the passenger and his luggage, by a means of transport suitable in all respects for the purpose, to the destination in accordance with, and on the date fixed by the agreement for arrival; where the date of arrival has not been fixed, on the date which it takes an ordinary carrier to make the journey under the same conditions.

(2) The carrier must keep the passenger informed of the carriage instructions.

(3) Carriage of luggage delivered to the carrier shall be subject to the provisions pertaining to the carriage of goods.

Article 10. - (1) The carrier shall be responsible for the injuries sustained by the passenger in the course of the performance of the contract of carriage; any agreement which waives all or part of such responsibility of the carrier shall be null and void.

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(2) The provision of paragraph (1) of this Article shall apply to gratuitous carriage where the carrier is a professional who has no material interest therein.

(3) Performance of the contract of carriage shall cover the period between the commencement of the passenger to board the means of transport at the place of departure and his actual alighting therefrom at destination.

(4) When there are parking sites allocated to the means of transport where anything besides passengers is not normally allowed access the performance of the contract will cover the period between the entry of the passenger to the said sites at the places of departure and his exit therefrom at destination.

(5) Where it becomes necessary to change the means of carriage en route (in the course of the journey) the carrier shall not be liable for the period when the passenger moves from one means of transport to another not in the custody of the carrier or his personnel, or for his movements outside the rest place designated by the carrier.

(6) The carrier's liability includes the actions of his personnel (affiliates) relevant to the carriage operations when carried out within the scope of their duties; personnel shall be deemed to be every person who is used by the carrier to perform the obligations of the contract of carriage.

Article 11. - A carrier may not deny his liability to redress the injury sustained by a passenger unless he proves that such an injury was due to the passenger's fault, or to a force majeure which was the result of external factors and did not originate from the carrier's field of activity and it was not possible to foresee it or to avoid its effects.

Article 12. - Priority to transport a person shall be given to the most diligent person who made a reservation and for the person whose date for effecting his carriage has been fixed on the travel ticket; the carrier may not abstain from effecting the carriage unless it is impossible for him to effect it due to a legal or material cause beyond his control, or where the

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execution of the carriage violates the conditions of carriage provided herein.

Article 13. - When a passenger dies or suffers illness during the execution of the contract of carriage the carrier is under obligation to take the necessary measures to safeguard his luggage until it is handed over to the persons interested; where an interested person happens to be on the means of transport at the time of death or contract of the illness, he may intervene to supervise the measures taken by the carrier and may require from him an acknowledgement purporting that the carrier has in his custody luggage for the passenger.

Article 14. - So long as the passenger's luggage is in the custody of the carrier the latter may detain the luggage as payment of the fare and other sums due to him by reason of the carriage.

Article 15. - A passenger's fare in Iraq shall be determined in accordance with the tariffs, which may not be violated, as prescribed by the competent authorities.

Article 16. - Before starting or during the carriage the carrier may examine the passenger's luggage in his presence to ascertain that they conform to the conditions of carriage.

Article 17. - (1) A carrier shall not be liable to redress an injury resulting from the disruption of, or deviation from the prescribed route for the trip due to a necessity to render aid to any person who is sick, suffering or is in danger, unless it is established that the carrier or his personnel committed fraud or a gross error.

(2) (a) Fraud is meant to be every action or abstention from an action committed by the carrier or his personnel with intent to cause injury (damage).

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- (b) A gross fault is meant to be every action or abstention from an action committed by the carrier or his personnel with rashness coupled with foreknowledge of the injury which may result therefrom.

Article 18. - (1) The passenger must:

- (a) pay the fare at the appointed date;
(b) abide by the carrier's declared instructions.

(2) Where a passenger boards the means of transport without having paid, or having evaded payment of the fare which is payable during the carriage he must pay double the amount of the fare provided it is not less than five dinars.

Article 19. - (1) A passenger must guard the luggage which he keeps with him during the carriage (trip) and the animals which he is allowed to carry with him.

(2) A carrier shall not be liable for the loss, perishing, or damage caused to the hand luggage, or for the injuries to the animals in his custody save where the passenger establishes that the carrier or his personnel was/were at fault.

(3) A passenger shall be liable for the injury sustained by the carrier or a third party by reason of the luggage or animals accompanying the passenger; the said liability shall not be a hindrance to a third party to claim compensation from the carrier for the injury sustained; the latter is vested with a right of recourse against the passenger for the compensation paid by him.

Article 20. - (1) Where, before commencement of the journey, a passenger desists from (cancels) travelling he shall inform the carrier accordingly at least 24 hours before the date set for execution of the carriage; in the case of extreme necessity the carrier may be so informed on the said day. In both the foregoing cases the fare shall not accrue to the carrier.

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(2) Where a passenger has failed to report on the date fixed for the carriage (journey) without sending any notice to the carrier the full fare shall accrue from him; a passenger may agree with the carrier to have the carriage executed at a later date in cases other than internal carriage by motor car.

(3) If, after commencing the journey, the passenger discontinues it he shall be liable to pay the entire fare except where such discontinuation was due to an extreme necessity in which case he shall be liable to pay the fare of that part of the journey which was completed.

Article 21. - Where the carriage is scheduled the passenger may cancel his trip if the journey is delayed for at least one hour in which case he may recover the fare.

Article 22. - (1) A passenger is under no obligation to pay the fare if the journey is cancelled before it has commenced or before it is completed on account of a cause attributed to the carrier, or to his personnel, or to the means used for the carriage.

(2) A passenger may discontinue the journey if, after commencement, it is disrupted due to a cause attributed to the carrier, his personnel or the means used for the carriage; in such a case the carrier shall bear the expenses of taking (moving) the passenger to the agreed destination: the passenger may opt to wait until the journey is resumed in which case he may not be required to pay any additional fare.

Article 23. - (1) A passenger may, during the journey, ask to change his travel ticket to a higher class with an additional fare, provided the nature of the carriage and the possibilities of the carrier are favourable for such change.

(2) Where a passenger is forced to use a seat in a lower class than that stated on the travel ticket he may claim a refund from the carrier of the difference between the fares of both classes; he may claim damages if relevant.

(3) If a passenger has paid additional sums in consideration of specific privileges, he may claim a refund for the fare where the carrier has not provided the said privileges.

(4) A passenger may cancel the journey and recover the fare if the agreed seat and privileges are not provided.

Article 24. - A liability suit arising from the contract of carriage may be initiated where a passenger dies, regardless of whether the death occurred directly in the wake of, or after a period of time from the occurrence of the accident; such suit may be initiated by:

- (1) the person who has been deprived of the substance because of the passenger's death: for the material damage even he is not an heir;
- (2) the spouse and relatives to the second degree who have been hit by real and deep pains from the moral damage.

Article 25. - A person who accompanies the goods being moved, live animals or the means of transport having certain specifications presupposing the existence of an attendant to look after them, shall be deemed to be a passenger for the purposes hereof inasmuch as regards his rights and duties (obligations); the stipulations relative to the carriage of persons shall apply to him.

SECTION 11 - CARRIAGE OF GOODS

Article 26. - (1) A carrier must accept the applications for carriage which are submitted to him, if falling within the capabilities prescribed for the carriage, save where the same is impossible due to causes beyond his control.

(2) Where such applications exceed the capacity of all the means of transport used by the carrier he shall, in accepting applications, consider the dates of submission thereof and the earliest application shall have priority of carriage; priority

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of carriage shall be for essential materials which affect the lives of the population.

(3) The freightage for transporting within Iraq shall be determined in accordance with the tariffs prescribed by the authorities concerned which may not be infringed.

Article 27. - (1) A carrier's liability commences on taking delivery of the goods and terminates by handing them over to the consignee in accordance with the provisions of the law.

(2) A carrier's keeping of the goods in his warehouses for the purposes of carriage is deemed to be an act complying with the contract of carriage and is governed by the provisions hereof.

Article 28. - A carrier's taking delivery of the goods to be transported without reservation indicates (implies) that he took it over in good condition conforming to the particulars stated in the bill of lading; he must prove his claim to the contrary.

Article 29. - (1) A carrier must transport the goods by means of carriage which is entirely suitable.

(2) Save where otherwise agreed the transportation must be by the customary means of carriage.

(3) The carrier shall not be liable for damage caused to the goods being transported because of the use of a certain specified means of carriage, or of special vehicles used for shipping pursuant to a request from the consignor.

Article 30. - (1) The carrier shall load, pack and pay the expenses needed for the goods, save where the consignor or a third party had done so pursuant to an agreement, law or instructions in which case the latter shall be liable for the damages which may result thereof.

(2) Where the carrier has agreed without reservation to execute the carriage it would be assumed that the shipping and

packing had been effected under his responsibility until it is established otherwise.

Article 31. - Without prejudice to the provisions of Article 17 hereof the carrier must follow the route agreed; otherwise he would be obliged to follow the shortest route; he may deviate from or follow a longer route if there is a necessity for such a deviation.

Article 32. - The carrier must deliver the goods on the date agreed and failing which on a reasonable date as dictated by the circumstances of the carriage.

Article 33. - (1) If, in the course of the journey, the need arises to safekeep the goods the carrier shall re-pack or repair, increase or reduce the weight of wrappers, or take other measures as needed and pay the relevant expenses; he is vested with a right of recourse against the consignor or the consignee.

(2) A carrier is not obligated to take measures which are not customary in the carriage, such as spraying plants with water, or feeding, watering, or rendering veterinary services to an animal unless there is an agreement to that effect.

Article 34. - On arrival of the goods the carrier must unload it and pay the relevant expenses where the same has been carried out by the consignee or another person pursuant to an agreement, law or directives, in which case the latter shall be liable for the damages which may occur in the course of unloading.

Article 35. - (1) The carrier must deliver the goods actually or de facto in the place agreed; delivery to the parties concerned or to the custodian appointed by the court shall be deemed a de facto delivery.

(2) Where delivery of the goods in their place is not a condition the carrier shall inform the consignee that the

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goods have arrived and of the date on which he can come to take delivery thereof.

Article 36. - (1) If the goods are not delivered on the date fixed delivery thereof is deemed to have been delayed; where a date of delivery had not been fixed delay shall run from the date of expiry of the time needed for the carriage operation which a rival carrier would take under the same circumstances.

(2) Goods shall be deemed tantamount to perishing if the carrier has failed to deliver them or to send notice to the consignee to come and take delivery thereof within 45 days to run from the lapse of the date of delivery.

Article 37. - A carrier may not abstain from complying with instructions issued to him by him who has power to issue them except when such instructions violate the conditions of carriage, and if he was unable, due to lawful grounds, to comply therewith.

Article 38. - (1) The carrier is entitled to examine the goods needing transportation in order to verify their condition and the extent of the authenticity of the particulars presented by the consignor.

(2) Where carrying out the examination calls for unfolding wrappers or opening the containers the consignor must be served with a notice requesting his presence at the examination on a certain date, and if he fails to report on such a date the carrier may proceed with the examination in the absence of the consignor; the carrier may claim from the consignor or consignee (as relevant) the costs of the examination.

(3) If the examination reveals that the condition of the goods does not permit the transportation of them without sustaining damage the carrier may refuse to effect or execute the transportation after receiving acknowledgement from the consignor that he is aware of the condition of the goods; in which case the condition of the goods as well as the

consignor's acknowledgment shall be entered on the loading note.

Article 39. - The carrier may withhold delivery of the goods being transported in order to collect freightage and other sums owing to him because of the transportation from the price thereof so long as the goods are in his possession.

Article 40. - Freightage does not accrue to the carrier in respect of the goods being transported if they have perished by a force majeure.

Article 41. - (1) Freightage shall not accrue to the carrier if the transportation cannot be effected due to a force majeure.

(2) The carrier shall not be entitled to receive freightage except for that part of the transportation which had been completed if a force majeure barred the continuance of the transportation.

Article 42. - Where it was impossible to start or continue the transportation due to a force majeure the carrier may claim the expenses of loading and unloading of the goods as well as other necessary expenses.

Article 43. - He who has paid the freight is entitled to claim refund of sums paid surplus to the freightage agreed, or to those stipulated in the conditions of the carriage.

Article 44. - (1) The carrier shall not be responsible for any decrease in weight or volume due to the nature of the goods which is sustained during the transportation.

(2) If the transportation document covers a variety of goods arranged in combinations or parcels, the permitted decrease shall be determined on the basis of the weight of every combination or parcel if the weight has been, or could be designated separately in the transportation document.

Article 45. - (1) The carrier who has accepted the transportation, being aware of the defect, shall be held responsible for damages resulting from a defect in wrapping, containerisation or packing; he shall be deemed aware of the defect if it was apparent or could not be concealed from an ordinary carrier.

(2) The carrier may not deny his responsibility for the perishing of, or the damage sustained by the goods which resulted from a defect in the wrapping, containerisation or packing of another thing; every agreement otherwise is null.

Article 46. - (1) The carrier warrants the safety of the goods in the course of performing the contract of carriage and shall be responsible for damages sustained by the goods; he may not deny his responsibility for the perishing of, damage sustained by and the delay in delivery of the goods except by establishing the force majeure, an inherent defect in the thing, or the fault of either the consignor or the consignee.

(2) Every stipulation exonerating the carrier from responsibility for total or partial perishing of, or damage sustained by the goods as well as every stipulation exonerating him from the said responsibility which arose from the acts of his followers (subordinates) shall be null.

Article 47. - The carrier shall not be held responsible for the perishing of, or damage sustained by the goods that were transported under the custody of the consignor or consignee unless the cause of the perishing, or the damage was due to the risks of carriage, fraud exercised by, or the fault of the carrier, or of his followers.

Article 48. - The carrier shall not be responsible for any deficiency in the goods transported in a container or similar thing which was provided by, and sealed with the stamp of the consignor if the carrier delivered it to the consignee with seals intact.

Article 49. - The responsibility of the carrier may be determined by the total or partial perishing of, damage to, delay in delivery of the goods when carrying on the business of transportation between Iraq and abroad in accordance with the provisions hereof; he may not invoke the determining of the responsibility if it is established that he exercised fraud or if he or his followers committed a gross fault.

Article 50. - It may be agreed to exonerate the carrier from his responsibility for delay if there is justification and it is within reasonable limits.

Article 51. - (1) Where the value of goods which perished or sustained damage is not stated in the transportation document the compensation shall be estimated on the basis of the true value of the goods at the place and time of arrival unless the law provides otherwise.

(2) In estimating (determining) the compensation, in cases other than complete perishing, the value of the tolerable deficiency shall be taken into consideration in accordance with Article 44 hereof.

(3) Where the value of the goods is indicated in the transportation document the carrier may dispute it and prove, by all the methods prescribed in the law, the real value of the goods.

(4) Apart from the cases of fraud and gross fault by the carrier or by his followers the carrier shall not be responsible for the loss of cash money, securities, jewellery or other precious things which had been entrusted into his care for carriage except to the extent of the written express particulars provided in respect thereof at the time of their delivery to the carrier.

Article 52. - (1) Compensation for total perishing may not be combined with that for delay.

(2) Compensation for delay shall not be awarded judicially in the case of partial perishing except in respect of that

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part of the consignment which has not perished.

(3) Compensation for delay may not exceed the sum which would accrue in case of total perishing of the goods.

Article 53. - Where the goods have perished or arrival has been delayed thus rendering the goods unsuitable for the purpose for which they are destined, and if the responsibility of the carrier for the perishing, or the delay has been established, the applicant for compensation may surrender the goods to the carrier in consideration of a compensation to be estimated on the basis of total perishing of the goods; the goods relinquished shall be disposed of in accordance with the provisions of the law.

Article 54. - (1) If, within one year from the date of payment of compensation due to perishing, the goods have been found the carrier must forthwith inform the receiver of the compensation, describe the state of the goods and call on him to report to the place wherein the goods were found, to the place of shipping or the place of arrival (at his discretion) for inspecting it.

(2) If the receiver of the compensation has failed to send his instructions within 15 days, to run from the date of receiving the notice, or had sent instructions but failed to attend on the date fixed by the carrier for the inspection, or if he came but refused to take delivery of the goods the carrier may dispose of the goods in accordance with the provisions of the law.

(3) If the receiver of the compensation claims restitution of the goods he must repay the compensation received after deduction of the expenses of the claim and a sum representing the damage caused on account of delay in delivery of the goods.

Article 55. - (1) If transportation is postponed, or if the consignee has failed to come to take delivery of the goods, or if he came but refused to take delivery thereof or to pay the

freightage or expenses due in respect thereof, the carrier must immediately send notice of the fact to the consignor requesting his instructions.

(2) By exception to the provisions of Articles 64 and 67 hereof the carrier must comply with the instructions received from the consignor even where it is impossible for the latter to present a copy of the transportation document which he had received from the carrier.

(3) The carrier must comply with the instructions of the consignee who has retracted his refusal to take delivery of the goods before arrival of consignor's instructions.

(4) If the consignee has failed to abandon his refusal to take delivery of the goods and if instructions have not been received from the consignor within a suitable time limit, the carrier may apply to the court to establish the state of the goods and to grant him leave to place them under the supervision of a judicial custodian for the account and at the responsibility of the consignor.

(5) The court may order that the goods be sold in the manner designated by it and the price to be deposited in the treasury of the court if the goods are liable to perishing, sustaining damage, or depreciation or if the expenses of safekeeping it are onerous.

Article 56. - (1) When performing a contract of carriage if several carriers undertook the successive carriage of the goods pursuant to one contract of carriage, the consignor may have recourse against the first carrier and the consignee may have recourse against the last carrier: both of them may also have recourse against the carrier during whose part of the journey the perishing, damage or delay took place; such carriers shall be jointly responsible vis-a-vis the consignor and the consignee.

(2) The carrier among the several successive carriers who paid or received a formal claim of the compensation may have recourse against the other carriers to the extent of the share of the freightage of each carrier: the insolvent carrier's

share shall be distributed to the others pro rata.

(3) The one carrier who proves that the damage did not occur during his part of the journey shall be made exempt from the joint liability of the other carriers.

Article 57. - Each successive carrier may apply to examine the goods and establish the condition when handed over to him by his immediate predecessor carrier; if he takes over the goods without reservation it would be presumed that he received them in good condition conforming to the particulars mentioned in the transportation document until he has adduced proof to the contrary.

Article 58. - The last of the carriers shall be responsible to his predecessor carriers for claiming from the consignee the sums due on account of the carriage: he is entitled to collect such sums on their behalf and to take legal proceedings for collection thereof inclusive of the right to withholding the goods that were carried.

Article 59. - (1) The consignor must provide the carrier with particulars showing the kind, value, weight, volume, the method of packing and the number of parcels containing the goods to be transported as well as the consignee's name and address and the destination where the goods are to be transported to, and any other particulars required by the carrier for identification of the goods.

(2) The consignor must deliver to the carrier at his place the goods and the relevant documents for execution of the carriage unless another place has been agreed; the carrier shall be responsible for the loss, failure to use, or the misuse of the relevant documents.

(3) The consignor shall be held responsible for damages resulting from particulars provided being incorrect or insufficient as well as for inadequacy or non-conformity to the facts of the relevant documents needed for execution of the carriage.

Article 60. - The consignor is under obligation to pay the freight and other expenses due to the carrier except where there is an agreement stipulating that they shall be borne by the consignee, in which case the consignor and the consignee shall be both jointly liable for payment thereof.

Article 61. - (1) If special preparations are needed for the carriage the consignor must notify the carrier accordingly in good time prior to delivering the goods to him.

(2) The consignor must, when preparing the goods for transportation, have them wrapped, contained or packed in a manner consistent with their nature to protect it from perishing, or being damaged, and will not constitute a danger to persons, the means of transport or other things being transported with it; the consignor must observe the conditions of the transportation regarding a specific method of wrapping, containerisation or packaging.

(3) The consignor shall be responsible for damages resulting from a defect in the packing, wrapping or containerisation.

Article 62. - The consignor must mark dangerous goods to indicate their hazardous nature in accordance with the rules issued by the special organisations, associations and others; he must, on delivering such goods to the carrier, inform him about the hazardous nature of the goods and the precautions to be taken where necessary; otherwise the consignor shall be responsible for the damage resulting therefrom unless he proves that the carrier had failed to take the necessary action in spite of his knowledge of the hazardous nature of the goods.

(2) The carrier who discovers the hazardous nature of the goods of which he had not been advised may ward off the danger, unload the goods from the means of transport, or destroy them in which case he shall not be under any obligation to pay compensation.

Article 63. - (1) The consignor may require the carrier to deliver to him a copy of the transportation document.

(2) Where a transportation document has not been issued the consignor may require a receipt signed by the carrier acknowledging taking delivery of the goods to be transported; this receipt must be dated and contain sufficient particulars to identify the goods and the freightage.

Article 64. - (1) The consignor may, after the carrier has received the goods, order him to abstain from the commencement of, or postpone the transportation and return the goods to him (consignor), or to direct them to a person other than the original consignee, or to another place, or give any other instructions in which case the consignor must pay the freight for the part covered of the journey as well as the expenses incurred, and compensate the carrier for any injury sustained as a result of the new instructions.

(2) If the consignor has already received a copy of the transportation document he must present it to the carrier for entering thereon the new instructions which must be signed by the consignor, and failing which the carrier may abstain from complying with the instructions.

(3) The consignor may not issue new instructions concerning the goods after they have reached the destination and the consignee has asked to take delivery thereof, or where the latter had been sent notice requesting him to report and take delivery thereof.

Article 65. - (1) The rights arising from the contract of carriage are not established for the consignee nor shall he be under any obligations resulting therefrom unless he has accepted expressly or impliedly such rights and obligations.

(2) The taking over of the transportation document, or the goods for transportation, or claiming delivery to him of, or issuing instructions with regard to the goods being transported is deemed in particular to be an implied acceptance by the consignee.

Article 66. - The consignee must, on the date fixed by the carrier, take delivery of the goods after the carrier has placed them at his disposal, and failing which he shall be liable to pay the expenses; the carrier may, after expiry of the time limit fixed for the delivery, transfer the goods to the premises of the consignee in exchange for payment of additional freightage.

Article 67. - The consignee is entitled, as soon as he receives the transportation document, to issue instructions concerning the goods for transportation and must present the document to the carrier for entering thereon the new instructions signed by the consignee, and failing which the carrier may abstain from complying with the instructions.

Article 68. - The consignee may ask to be allowed to examine the goods before taking delivery thereof; if the carrier refuses to allow him to examine the goods the consignee may refuse to take delivery thereof.

Article 69. - (1) The consignee must establish his reservation regarding the condition of the goods if he finds that it has sustained damage or partial perishing, and inform, in writing, the carrier accordingly within 30 days to run from the date of his actual take over; failure to do so will imply that he has received the goods in good condition and conforming to the particulars stated in the transportation document.

(2) The need does not arise to establish the reservation if the goods were examined and inspected by both parties at the time of delivery thereof.

CHAPTER 3 - TRANSPORTATION DOCUMENTS

SECTION 1 - TRANSPORT TICKET

Article 70. - (1) A transport ticket must be issued and delivered to the passenger unless the nature of the transport does not require the issue of a ticket.

(2) The transport ticket, except for inter city transport, shall be according to the special form and must include the following particulars:

- (a) name of the passenger, if it is nominal, or where it is issued to him under special considerations;
- (b) the class and privileges of travel;
- (c) the fare;
- (d) the date and time fixed for travelling and the period of validity of the ticket;
- (e) places of departure and of arrival;
- (f) means of transport;
- (g) personal luggage which the passenger can take with him specifying quantity and weight;
- (h) animals which he is allowed to have with him;
- (i) any other particulars which may be added to the ticket.

Article 71. - A travel ticket may be assigned to another prior to the commencement of the journey unless it has been issued in the name of the passenger, or where its issue was subject to special considerations.

SECTION 2 - THE TRANSPORTATION DOCUMENT

Article 72. - The transportation document is that which establishes the contract of carriage and is deemed to imply the taking over by the carrier of the goods to be transported in the state which is mentioned therein: it vests unto the

holder who is legally authorised to take delivery of the goods.

Article 73. - (1) A transportation document which is reduced into writing must contain the following basic particulars:

- (a) the place and date of issuance of the document;
- (b) the names and addresses of the carrier, the consignor, consignee and the carriage commission agent (if any);
- (c) places of departure and of arrival;
- (d) a description, the apparent condition, general nature and risk of the goods, as well as the marks, the number of packages, pieces, the quality and weight;
- (e) any other particulars pertinent to carriage.

(2) Besides the basic particulars mentioned in paragraph (1) of this Article the transportation document may contain any other particulars, especially:

- (a) the number of copies of the document;
- (b) the means of carriage and its distinctive marks;
- (c) the date fixed for commencement of the carriage;
- (d) value of the goods entered in the contract of carriage;
- (e) the fare and whether paid in advance or payable at the place of arrival;
- (f) the additional expenses and the party which must bear them;
- (g) the signature of the carrier or whoever acts for him.

(3) Failure to mention any of the particulars mentioned in paragraph (1) of this Article will not invalidate the document as proof and is not detrimental to the rights of a bona fide holder to damages suffered as a result of such omission.

Article 74. - A transportation document may be issued in the name or to the order of a certain specified person or to a bearer; a transportation document is negotiated in accordance with the rules governing the assignment of rights if it is

nominal; by endorsement if it is to order, and by handing over (surrender/delivery) or indorsement if it is to the bearer.

Article 75. - (1) A transportation document is evidence as to the particulars mentioned therein; any one who claims otherwise must prove the same by the legally prescribed ways.

(2) The carrier may not adduce against a bona fide consignee or third party a description of the goods which disagrees with that set forth in the transportation document.

CHAPTER 4 - AGENCY

SECTION 1 - COMMISSION AGENCY OF CARRIAGE

Article 76. - (1) The Carriage Commission Agency is a contract by which the agent undertakes, in consideration of a commission, to execute in his name a carriage contract on behalf of his principal - the passenger or consignor - and where necessary to carry out operations related to carriage.

(2) Besides the provisions of this section the Carriage-Commission Agency will be governed by the provisions of the commission agency.

Article 77. - The principal may at any time cancel the proposal for carriage before the agent has executed the carriage contract provided the principal reimburses the agent with the costs incurred and compensates him for work done.

Article 78. - (1) The agent must comply with the instructions of his principal, particularly that which relates to the date of carriage, selection of the carrier and the route to be followed.

(2) The agent warrants that the carrier will carry out the carriage operation on the date agreed or within a reasonable time limit; he shall be responsible for the failure of the carrier to perform the contract and for the delay in performance.

(3) The agent may not enter into the account of his principal fares (freightage) higher than those which had been agreed with the carrier; the benefits of concessions obtained by the agent from the carrier belong to the principal unless the agency contract or prevailing custom stipulates otherwise.

Article 79. - (1) The agent shall be held responsible for the delay in arrival of the passenger and the damages suffered by him during the performance of the carriage contract; the agent may not deny this responsibility except by proving the existence of a force majeure or where the passenger has committed a fault.

(2) The agent shall, from the time of taking delivery of the goods for transportation, be held responsible for its complete or partial perishing of, damage to, or delivery of goods; the agent may not deny such responsibility except by proving a force majeure, inherent defect in the goods, or the fault of the principal or consignee.

Article 80. - Every provision that would exempt the agent from the responsibility resulting from his obligations provided for herein shall be null.

Article 81. - (1) Both the principal and the carrier have a right of direct recourse against each other in respect of the rights resulting from the contract of carriage; in all cases the agent must be joined in the proceedings.

(2) The consignee may bring direct proceedings against the principal, the carrier and the agent claiming the rights resulting from the contract of carriage.

Article 82. - The agent is subrogated in the rights of the carrier if he has paid him the fare freightage.

SECTION 2 - AGENCY FOR CARRIAGE

Article 83. - (1) The Carriage Agency is a contract pursuant to which the agent undertakes to carry out legal dispositions and related goods in the name and for the account of the carrier.

(2) Activities carried out and services rendered by the socialist sector or any other authority in the field of carriage on behalf of the carrier are deemed tantamount to a carriage agency.

(3) Besides the provisions set forth in this section the provisions relating to an agency shall also apply to the carriage agency.

Article 84. - Proceedings may be taken against a carriage agent on behalf of the carrier and the judgment rendered shall be effectual against the carrier only.

Article 85. - (1) A carriage agent is under an obligation to take all the necessary precautions particularly demanding warranties from the carrier for payment of the rights of the passenger or consignee otherwise he shall be responsible in accordance with the provisions hereof.

(2) The agent may claim levying attachment on a carrier's property inclusive of the means of transport to secure payment of the rights of the passenger the consignor or consignee.

CHAPTER 5 - TIME LIMITATIONS

Article 86. - (1) An action claiming damages from the carrier for death of, or bodily harm suffered by a passenger must be brought within three years; the said time limit shall run from the date of the death, or in the case of an injury from the date of the accident.