Need to Review the Provisions Governing the Obligations of the Parties in a Contract for the Carriage of Goods by Land

Mohamed BRASSI*
Public Services and Development Laboratory
Djillali LIABES University, Sidi Bel Abbes, Algeria
brassimohamed2@gmail.com

Date of submission: 01/11/2025 - Date of acceptance: 27/11/2025- Date of publication: 27/07/2026

Abstract: The provisions governing road transport contracts are set out in the Commercial Code of 1975 and governed by Law 01-13 on the regulation and organization of road transport, which regulates transport contracts as one of several activities and transport operations that do not necessarily constitute a transport contract as defined and regulated in the Commercial Code. However, its provisions have become very outdated and no longer correspond to the technical, legal and economic developments of the contract of carriage. We have therefore written this article to analyze the legal texts governing it and highlight the main legal issues that arise, in particular the legal gaps and shortcomings, and we have made suggestions that the legislator could take into account in future amendments to the obligations of all parties, whether the sender, the carrier or the consignee

Keywords: sender, carrier, consignee, transport, obligations, contract

***Corresponding author: Mohamed BRASSI**

Introduction:

In this article, we will address the need to review the provisions and rules governing the obligations of the parties in a contract for the carriage of goods by land, as referred to in Algerian commercial law, or a contract for the carriage of goods, as referred to in Law 01/13 on the regulation and organization of land transport. [1]

The Algerian legislator has regulated the contract for the carriage of goods by land in the Algerian Commercial Code in Articles 36 to 55, in addition to its being subject to Law 01/13 on the regulation and organization of land transport, the first as a contract for the carriage of goods by land and the second because it is a land transport activity, which is governed by Law 01/13. In general.

However, this contract has been regulated in commercial law since its enactment in 1975, and no amendments have been made to it, including the obligations of the parties, which are the most important subject of the contract of carriage due to their connection with many important and fundamental legal issues, such as the liability of the parties, whether the carrier, the consignor or the consignee. In this article, we will refer to the omissions and legislative gaps that exist in legally important issues related to the rights of the parties, which makes the current regulation fertile ground for disputes over this contract due to the antiquated nature of the provisions and their obsolescence in light of the mechanisms and mechanisms that have emerged in the field of transport. The problem, therefore, is what are the flaws and gaps in the provisions governing the obligations of the parties to a contract of carriage of goods by land? What are the proposed solutions in the amendments that may occur in the future? Here, an analytical approach was followed to examine the provisions governing contracts of carriage of goods by land, and a comparative approach was used to compare and balance the legal texts.

1. Obligations of the sender in a contract for the transport of goods

Here we refer to a set of obligations of the sender, with some comments on the shortcomings and gaps in the legal texts governing them in commercial law

1.1: Obligation of the sender to provide accurate information about the goods being transported

We begin with the sender's obligation to provide accurate information about the goods being transported. By this obligation, we mean that the sender must provide a set of information related to the goods and the conditions of transport, and that this information must be accurate, complete and comprehensive. This information must be indicated in the bill of lading, and any breach of this obligation, if it causes damage to the goods being transported, the sender shall be held liable. [2] The sender must therefore state the identity of the consignee, the place of delivery of the goods and their nature in terms of weight, size, type and quantity. This is stipulated by the Algerian legislator in Article 41 of the Commercial Code, but there are many shortcomings in terms of the insufficiency of the information mentioned in Article 41, which is vague and

[1] Dated 7/08/2001, J.R. No. 44

[2] article41 of the Commercial Law stipulates That 'the Sender Schall indicate on the transport ticket the Name and address of the consignee, the place of delivery of the transported items, their type, numb
er, weight and size. The Sender Schall be liable to the carrier and third parties for any damage resulting from the omission, inaccuracy or insufficiency of the aforementioned information.'

omits many important and necessary details, such as the name, address, telephone number and email address of the sender, the place of delivery of the goods by the carrier or the place of shipment, despite the importance of delivery as a physical process that has significant legal implications, the date and time of receipt and delivery of the goods transported, the time at which the means of transport was placed at the disposal of the sender for loading and unloading, the type of means of transport to be used for the transport, and a description of the nature and characteristics of the goods (net weight, number of packages, marks, means of shipment, special characteristics of the goods, whether dangerous, sensitive or perishable), methods and forms of payment of the freight and expenses other than the freight which are incurred by the carrier unexpectedly and additionally during the transport operation and a statement as to whether they are payable by the sender or the consignee, other forms of execution such as joint transport or delivery against payment within the goods, other instructions regarding situations that may arise, such as the consignee's refusal to receive the goods, or the carrier's inability to contact the consignee, The value of the goods. This statement is very important because the value may be the basis for calculating the compensation awarded to the sender or consignee, otherwise the compensation would be equal to the value of the goods on the day of arrival in terms of place and time. Therefore, the Algerian legislator must establish a provision in this regard.

The Algerian legislator referred in general and vague terms to mentioning 'the identity of the sender and the nature of the goods' when regulating the bill of lading in commercial law. [3]

However, even if the legislator referred to this statement, the mere fact of dividing the content of a single obligation between several legal texts is in itself undesirable and undermines the legal certainty of the legal text and the right of the parties to know the law that governs them, not to mention the legal ambiguity that did not clarify what information would allow for identification. This ambiguity leads to disputes.

Therefore, it is necessary to establish a legal text that covers all the information that must be mentioned in the transfer document. Furthermore, the Algerian legislator has not clarified the situation in the absence of a transfer document or transfer certificate. Is it possible to establish a transfer receipt signed by the carrier that at least indicates that he has received the transferred item, and if so, what are the required conditions? The legislator has also not clarified the validity of the transport document in relation to the parties and third parties. Can it be challenged? Or is its validity absolute? This raises the question of the carrier's right to physically inspect the goods and compare them with the information contained in the bill of lading. Does the carrier's acceptance of the goods despite knowing that the information is incomplete, incorrect or missing result in the transfer of liability from the sender to the carrier? In other words, do we apply to it by analogy the provisions relating to packaging or wrapping?[4]

The answer is no, as there is no provision for this situation, especially since the legislator has not clarified whether the carrier has an obligation or a right to inspect the goods. Therefore, how can he be held liable for damages caused by missing or incorrect data when, at the same

[3] Article 543 bis 8 of the Commercial Code stipulates that '...the bill of lading must contain the name of the natural or legal person of the shipper or his trade name and profession...the nature of the goods and the data that allow their identification and value to be determined.'
[4] Article 44 of the Algerian Commercial Code

time, he is not given the right to verify the accuracy of the data and its conformity with the goods to be transported, and thus to object to or refuse the transport?

We therefore consider that the sole responsibility for damages resulting from incorrect, insufficient or missing data always lies with the sender.

This is until this gap is regulated by the Algerian legislator, who should logically give the carrier the right to inspect the goods and verify their conformity with the data mentioned in the bill of lading. Therefore, if the carrier carries out the transport despite knowing that the data is incorrect and does not match the goods being transported, and confirms that they cannot be transported without damage, he must either refuse transport the goods or ensure that the sender has given their express consent in the bill of lading to accept the transport of the goods in their current condition, otherwise they will be held liable.[5]

Therefore, it is necessary to reconsider and grant the carrier the right to inspect, and even oblige the carrier to inspect the transported item to verify the accuracy of the information. The legislator must clarify the procedures accompanying the inspection process, such as notifying the sending carrier of the inspection process. If the information is found to be inaccurate, the carrier has the right to refuse to transport the item or to prove the sender's consent to transport the as stated in the transport document so that the carrier does not bear responsibility.

In addition, Algerian law does not require the sender to inform the carrier of the nature of goods that are not visible, meaning that even if the carrier exercises its right to inspect the goods, it will not be able to discover them. Nor does it stipulate that the sender is obliged to provide information and data that affect the proper execution of the contract of carriage.

1.2 Obligation of the sender to deliver the documents accompanying the transported item to the carrier

The Algerian legislator did not refer to the obligation of the sender to deliver to the carrier, in addition to the goods, the accompanying documents necessary for the transport operation, such as the invoice, the veterinary certificate for the transport of livestock, documents relating to the safety of dangerous goods, etc..

Therefore, Article 41 of the Commercial Code must be reworded to emphasize the sender's obligation to deliver the goods to be transported to the carrier along with the documents

---

[5] Article 225 of Egyptian Commercial Law No. 17 of 1999, Issue No. 19 bis, issued on 17/05/1999
The carrier has the right to inspect the items to be transported to verify their condition and the accuracy of the information provided by the sender.
If the inspection requires the opening of packages or containers, the sender must be notified to attend the inspection. If the sender does not attend at the appointed time, the carrier may conduct the inspection in his absence and charge the sender and the consignee for the costs of the inspection. If the inspection reveals that the condition of the goods does not allow them to be transported without damage, the carrier may refuse to transport them or may do so after obtaining the sender's acknowledgement of the condition of the goods and his consent to their transport. The condition of the goods and the sender's acknowledgement must be recorded in the transport document. Commenting on the text of Article 225 of the Egyptian Commercial Code, which has no counterpart in Algerian commercial law, even this text does not distinguish between data relating to the goods and their nature and other data relating to the operation and not to the nature of the goods, to which the Egyptian legislator refers and which the carrier may not be able to verify unless accompanied by a document enabling him to do so. enabling him to do so. Consequently, a distinction must be made between the data and the determination of liability, which is clearly stipulated in Algerian law.

necessary for the transport operation and to hold the sender responsible for their insufficiency in the transport operation or their non-compliance with the specifications of the goods transported, and to hold the carrier responsible for their loss or misuse

1.3: The consignor's obligation to prepare the goods for transport:

There are several ways to prepare goods. [6] The Algerian legislator has only stipulated one of them, which is packaging.[7]

The consignor is considered responsible for damages resulting from packaging defects as a general rule.

This obligation aims to protect the goods being transported, the carrier, the means of transport and the persons involved in the transport. For packaging to be legally valid, it must protect the goods being sent from damage or loss and not cause damage to others, i.e. it must be appropriate to the nature of the goods.

As an exception, the carrier shall be liable for damage caused by defects in packaging or lack Thereof if he accepts to transport the goods while aware of the defects. The question of awareness remains to be determined, as the carrier's awareness shall be in the case of an apparent defect that is not hidden from a normal carrier, i.e. a professional carrier in his field of specialization. and he has the right to express reservations on the transport ticket or refuse to accept the goods.

Expressing reservations does not mean that the carrier is exempt from the presumed liability [8] for damage to or loss of the goods, but remains obliged to prove the damage that occurred as a result of the packaging defect, and the reservations are evidence of proof. Failure by the carrier to express reservations gives rise to a simple presumption that it received the goods in good condition and in accordance with the information stated in the consignment note, and the carrier may prove otherwise.

1.4: The sender's obligation to deliver the goods:

The obligation to deliver the goods is a fundamental obligation so that the carrier can fulfil its obligation to transport the goods to their destination. The sender must deliver the goods at the agreed time and shall be liable for any delay.

The sender must also inform the carrier of the time at which the goods will be delivered, especially if the nature of the goods requires the carrier to provide special means of transport The goods must be delivered to the agreed place. If no agreement has been reached, the place shall be the location of the goods.

Despite its legal importance, given that delivery is a physical and legal process whereby the carrier's liability for total or partial loss or damage begins from the moment of receipt of the

[6] These include packaging or bundling (emballage), and packaging (conditionnement), which refers to the process of designing and producing a box or container suitable for the product or goods for transport and storage. For example, a perfume bottle is primary packaging, and the box in which the bottle is placed is secondary packaging. The box in which the goods are placed is called packaging or bundling. There is also labelling, which is the placing of labels on goods, and there is numbering, which is the marking of goods or the numbering of parcels.
[7] Article 44 of Algerian commercial law
[8] Article 47 of the Algerian Commercial Law

goods to be transported, the Algerian legislator has not stipulated this and has not referred to its provisions, rules and regulations, such as the place and time of delivery of the goods. Consequently, the legislator must establish a legal provision requiring the sender to deliver the transported item, and a corresponding obligation may be included requiring the carrier to provide the sender with at least a receipt confirming receipt of the transported item and specifying the necessary and essential information that must be included in the transport receipt.

1.5 Obligation of the sender to pay the freight charges:

The freight charges are payable as a general rule upon dispatch by the sender,[9] but may be payable upon arrival if agreed, in which case both the sender and the consignee are jointly and severally liable for payment. However, apart from this reference, the legislator has not regulated many provisions relating to the freight charge, such as: Is it permissible to agree on the freight charge in terms of the method of payment in the original contract, such as a sales contract? Does the carrier have the right to object to the method of payment? What are the circumstances that affect the carrier's entitlement to the freight charge and, consequently, the circumstances under which the sender is exempt from his obligation? For example, if the goods are completely destroyed? The Algerian legislator has not regulated the freight charge for distance, despite its importance [10], which is to prevent force majeure from preventing the carrier from continuing the transport. Is the sender obliged to pay the entire freight charge? Or only the distance that has been transported? Can the parties agree that the carrier can obtain the freight charge regardless of the circumstances, but on the condition of reduced compensation or an increase in the freight charge?

There is also the question of guarantees for the carrier to obtain the freight charge, which the Algerian legislator did not mention in the provisions of the contract of carriage of goods by land, except for the issue of solidarity between the sender and the consignee, in the event that it is agreed that the consignee shall bear the freight charge, which does not exempt the sender from his obligation to pay it. The carrier is entitled to recourse against the consignor for any amount not received from the consignee, as the consignee's acceptance of the contract does not exempt the consignor from his obligation to pay the freight.[11] The other two guarantees are not mentioned by the Algerian legislator in commercial law, namely

- The carrier's right to detain the goods:

This right is not stipulated by Algerian law in commercial law, but by referring to the general rules of civil law, particularly Article 200 of the Algerian Civil Code, with its obligation to preserve them, and if there is a fear of damage, it is permissible to issue an order for their sale.

Here, it is necessary to establish a legal provision in which the legislator authorizes the carrier to exercise the right to detain the transported goods in order to collect the freight charges and other amounts due to him, or what are known as transport expenses.

[9] Article 40 of the Commercial Code
[10] This is stipulated in Article 237 of the Egyptian Commercial Code, which states that if force majeure prevents the continuation of transport, the carrier shall only be entitled to the freight for the part of the journey completed.
[11] Article 40 of the Commercial Code

- The carrier's right of priority over the freight charges

The Algerian legislator has not provided for this right, which means that the carrier has a right of priority over the price obtained from the execution of a judgment or other enforceable instrument on the goods he is transporting, in order to satisfy the transport fee and other amounts due to him for the transport. This right is subject to the procedures for the enforcement of commercially pledged goods

Therefore, Algerian lawmakers must include legal provisions relating to distance freight, i.e., granting the carrier the right to freight charges for the distance travelled in the event of force majeure preventing the continuation of the transport operation, granting the carrier the right to retain the transported goods to cover his freight charges and all expenses incurred, and granting him the right of priority over the enforcement order relating to the the goods transported.

2. Carrier's obligations:

Here we will refer to the carrier's obligations and comment on how the Algerian legislator deals with them.

2.1 Carrier's obligation to take delivery of the goods:

This is a fundamental obligation because it has legal implications, namely that the carrier's liability begins from the time of receipt and not from the time of conclusion of the contract [12] . Therefore, in a contract of carriage, a distinction must be made between the conclusion of the contract and the carrier's receipt of the goods, in the sense that the conclusion of the contract may not coincide with the receipt of the goods, and here the conclusion is not a presumption of receipt. Consequently, the carrier is not liable for the carriage of goods that are not in his possession or under his control. Therefore, the carrier's receipt of the goods to be carried is interpreted as receipt in good condition.[13] A simple presumption reverses the burden of proof onto the carrier, who did not object to the condition of the goods upon receipt. Consequently, he must prove that the goods were not in good condition when they were delivered. It is therefore preferable for the carrier to give the sender a receipt for the goods to facilitate the rules of evidence.

This obligation is also linked to a very important issue, namely the right to inspect the goods. Is the carrier entitled to inspect the goods before delivery?

Algerian law does not provide for this right in Algerian commercial law, neither the inspection of the goods nor all the legal consequences that may result from the carrier's refusal to transport the goods if their condition does not allow for transport, or at least to protest or at least obtain the sender's consent to accept the transport of the goods in their condition. [14]

[12] Article 47 of the Algerian Commercial Code stipulates that: 'The carrier shall be liable from the moment of receipt of the goods to be transported...'

[13] Article 226 of the Egyptian Commercial Code stipulates that 'the carrier shall deliver the goods to be transported without reservation, provided that they are delivered in good condition and in accordance with the information stated in the transport document. If the carrier claims otherwise, he shall bear the burden of proof.'

[14] Article 225 of the Egyptian Commercial Code stipulates that "the carrier has the right to inspect the items to be transported to verify their condition and the accuracy of the information provided by the sender regarding them.

2.2: The carrier's obligation to ship:

By shipment, we mean placing the goods to be transported on the means of transport. The shipment process precedes the transport process. Algerian lawmakers have not referred to this obligation in the contract for the transport of goods by land in Algerian commercial law, perhaps because it is not usually the carrier who is bound by it, but rather the sender or another person called the shipper. Therefore, any damage that occurs during the shipping process must be borne by the person who carries out the shipping process. Consequently, there may be problems arising from the shipping process for which we have no solutions in Algerian commercial law. For example, if the means of transport is not suitable for transport and the goods are shipped on it, who bears the responsibility, the carrier or the shipper? If the defects in the means of transport are not apparent, is the shipper liable? What procedures does the shipper follow to prove this?

Therefore, the legislator must include a legal provision relating to the shipping process, clarifying its provisions and who is bound by them as a general rule and who is bound by them as an exception based on the agreement of the parties.

2.3: Obligation to transport and preserve the goods:

"The carrier is obliged to transport the goods to the agreed location.[15] This obligation entails a number of consequences that have not been regulated by the Algerian legislator, including:

- The carrier is obliged to provide a suitable means of transport to carry out the transport operation.

- The transport operation shall commence at the agreed time.

- The carrier shall take the best or shortest route. If the carrier deviates from the agreed route and damage occurs, the carrier shall be liable unless the deviation is justified, in which case the carrier shall not be liable for compensation.

The carrier is also obliged to preserve and maintain the goods:

The carrier shall be obliged to preserve and maintain the goods and thus take care of them from the time of receipt until delivery, i.e. throughout the duration of the transport. Therefore, within the framework of preservation, the carrier may repackage or repair the packaging and shall be entitled to claim reimbursement from the sender for the expenses incurred. Although the legislator has not explicitly stipulated the term ‘preservation of the goods’, it is understood from the context of the provisions governing the rules of transport. the

Therefore, the legislator must establish an explicit obligation before considering him responsible for preserving the item and ensuring its safety, and it is necessary to distinguish between the normal measures and the extraordinary measures that the carrier may take, and for which he is responsible, and it is necessary to grant the carrier the right to claim the expenses he has incurred for the normal measures he has taken, such as repairing packaging or

---

If the inspection requires the opening of packages or parcels, the sender must be notified to attend the inspection. If the sender does not attend at the specified time, the carrier may conduct the inspection without the sender's presence and shall have the right to recover the costs of the inspection from the sender or the consignee.

[15]Article 36 of the Algerian Commercial Code

repackaging or repairing it. As for extraordinary measures, the legislator specifies when the carrier is obliged to take them and when he is not, and his right to claim compensation in the event of taking them.

2.4 The carrier's obligation to follow the route agreed upon (the itinerary) in the contract of carriage:

In principle, the parties agree on the route to be taken by the means of transport. There may be several routes leading to the agreed place of delivery, and if there is no agreement, the carrier shall choose the best route according to his experience in this field.

The carrier may change the route agreed upon in the contract if there is an urgent security or operational necessity. The fact is that the legislator did not stipulate an obligation in the provisions of the contract of carriage of goods by land in commercial law. Consequently, the Algerian legislator has drafted a legal text referring to the route and its rules in terms of the carrier's obligation to follow the agreed route and the need to respect it. in the event of disagreement, it sets the standard for the best or most appropriate route and specifies the exceptions in which the carrier may deviate from the agreed or appropriate route.

2.5 The carrier's obligation to deliver the goods to the consignee:

This obligation is also understood from the context of the Algerian legislator's regulation of the provisions of the contract of carriage of goods by land and is not expressly stated in a valid legal text. Therefore, the carrier must deliver the goods to the consignee at the specified location or notify the consignee of the time at which the goods will be delivered if the location is not specified – i.e. the requirement of delivery at the specified location.

Does the carrier have the right to refuse to deliver the goods to the consignee?

There are two cases:

Case 1: Agreement that payment will be made upon arrival

Case 2: Agreement that payment for the goods will be made upon delivery

2.6 Obligation to unload:

There is no legal provision relating to the unloading process in commercial law, and the legislator must include a legal provision relating to the shipping process, clarifying its provisions and who is generally obliged to comply with them and who is obliged to comply with them as an exception based on the agreement of the parties. The same applies to the unloading process.

3. Obligations of the consignee

The consignor may be the same as the consignee, in which case the consignee is a party to the contract from the moment it is concluded and bears the obligations in his capacity as consignor and consignee. The sender may be one person and the consignee another, in which case the consignee is not a party to the contract and is not bound by any of the obligations arising from the contract unless he expressly or implicitly accepts the contract. Here, the Algerian legislator has not clarified when acceptance by the carrier is implied or what behaviors

or actions on the part of the consignee that can be interpreted as implying his agreement to the contract of carriage and his acceptance of the obligations arising therefrom, [16] such as the consignee's receipt of the bill of lading or the goods being carried, or his request for delivery or issuance of instructions regarding them.

3.1. Obligation to receive the goods:

The Algerian legislator has not expressly stipulated this obligation, but it can be inferred from some of the legal texts governing this contract, because receipt has important legal consequences for the consignee [17] and even the sender, since the period for objection submitted by the consignee, which is three days before filing a lawsuit against the carrier, is calculated from the date of receipt of the goods by the consignee in the event of partial damage or loss, otherwise the lawsuit will be dismissed.

The period for filing a lawsuit against the carrier in the event of total loss is one year from the date on which the transported item should have been delivered. In all cases of carrier liability, the period is one year from the date of receipt of the goods by the consignee.

The first question raised is: Does the consignee have the right to inspect the goods before accepting delivery?

Algerian law does not explicitly stipulate the consignee's right to inspect the goods, but it is understood from the rules of Algerian commercial law [18] that when the consignee accepts the goods without protest, all claims against the carrier are forfeited if the consignee does not file a protest, and the protest is based on the consignee's inspection of the goods and it becomes apparent to the consignee that they are damaged, whether partially destroyed or damaged, and the limitation period for the claim is one year from the date of receipt.[19] Consequently, the Algerian legislator cannot impose such a serious consequence without giving the consignee the possibility, mechanism and means to inspect the condition of the goods in order to decide whether to refuse or accept their receipt. **.**

The consignee receives the goods from the carrier as soon as they arrive at the agreed place of delivery (either the consignee's domicile or another place specified in the contract). The carrier may specify the place of receipt as an exception and under certain conditions:

- The place or domicile of delivery is not specified in the contract.

- Certain circumstances have led the carrier to determine the place of delivery. Here, we ask whether these circumstances have led the carrier to incur certain expenses. Are these expenses borne by the sender or the consignee?

These issues have not been addressed by the Algerian legislator and are not regulated in the rules on land transport in Algerian commercial law. The consignee must be present at the time specified by the carrier to take delivery of the goods

[16] The Egyptian legislator reversed the text of Article 222 of the Commercial Code (...it shall be deemed to be implied acceptance, in particular, the receipt by the consignee of the transport document or the goods or the demand for their delivery or the issue of instructions).
[17] Articles 55 and 61 of the Algerian Commercial Code
[18] Text of Article 55 of the Algerian Commercial Code
[19] Article 61 of the Algerian Commercial Code

Therefore, this right must also be granted to the consignee, who has the right to inspect the goods before taking delivery and, consequently, the right to refuse to take delivery if the carrier does not allow the consignee to inspect the goods.

Second question: Can the consignee refuse to take delivery of the goods?

The consignee may refuse the goods for any reason, and in this case, the carrier has a set of procedures [20] to follow, which are to request instructions from the carrier and to place the goods in a safe place. If the items are likely to be damaged and no instructions have been received from the carrier, the consignee may obtain an order from the president of the court to sell the goods.

However, Algerian law does not specify what to do if the consignee is late in receiving the goods. What is the solution?

Here, it is customary to give the carrier the right to claim what is known as 'storage costs' from the consignee, i.e. compensation for storing the goods in his warehouses or placing them in public warehouses on the orders of the president of the court.

3.2 Obligation to pay freight and expenses:

In principle, the sender, not the consignee, is responsible for paying the freight charges. This is the general rule. The exception is that the consignee is responsible if it has been agreed that the consignee will pay the freight charges. In this case, it must be clarified in the transport document who is responsible for paying the freight charges in order to confirm the agreement of the carrier and the consignee and thus rule out the possibility of the sender and and the consignee in a contract prior to the transport contract, as is the case with the agreement between the seller and the buyer that the transport fare will be paid by the buyer, who

will become the consignee. Is this agreement binding on the carrier or not?

Conclusion:

Based on what has been analyzed and discussed, we offer the following suggestions from two perspectives

First: The need to review the rules and provisions governing land transport contracts in commercial law, in particular:

* The Algerian legislator must clarify when acceptance by the carrier is implied, or what behaviors or actions by the consignee indicate that they have implicitly agreed to the contract of carriage and assumed the obligations arising therefrom, such as the consignee's receipt of the transport document or the goods being transported, or their request for delivery of the goods or giving instructions to the carrier about it.

* A special text shall be included in the bill of lading, transport document or transport receipt, and the mandatory and compulsory information that must be included shall be specified, in particular the identity of the parties to the contract of carriage, whether the sender, the consignee, the carrier, the commission agent or any other source of the transport order, and everything related to the nature, characteristics, weight and number of the goods, the number of packages, the method of packaging and the place of dispatch of the goods and the specified

[20] Article 46 of the Algerian Commercial Code

duration of transport to complete the transport operation and the transport fare and expenses related to the transport fare and a statement of whether they are payable by the sender or the consignee and the conditions specific to loading or unloading and the type of means to be used in transport and the route to be followed

clarification of the authenticity of the transport document and inclusion of the provisions stipulated by the Algerian legislator in Articles 543 bis 8 to 543 bis 13 relating to the transport document in the rules and texts governing the contract for the transport of goods by land

* The legislator must place an explicit obligation on the carrier to deliver the goods or merchandise and provide him with all the documents necessary for the proper execution of the transport operation, and hold him liable for the inadequacy of the documents or their non-conformity with the specifications of the goods transported, and hold the carrier liable in the event of misuse of the documents accompanying the goods.

* The legislator should grant the carrier the right to inspect the goods or items to be transported to verify the accuracy of the data and check the condition of the items, and grant him the right to refuse to transport them if it becomes apparent that the items cannot be transported without damage, with the consent of the sender. This right must also be granted to the consignee, who has the right to inspect the goods before taking delivery of them.

* The legislator must include a legal provision relating to the shipping process, setting out its provisions and who is bound by them as a general rule and who is bound by them as an exception based on the agreement of the parties, and the same applies to the unloading process.

* A legal provision should be established concerning the route to be followed by the carrier, both in the case of agreement and in the case of disagreement, and the carrier should be bound by it, with exceptions to the rule of compliance with the route.

* Establishing an explicit obligation before considering the carrier responsible for preserving the goods and ensuring their safety. Here, the legislator must distinguish between the normal measures and the extraordinary measures that the carrier may take, and which of them the carrier is responsible for and entitled to compensation in the event of being responsible for taking both or one of them.

* The need to establish a clear legal provision regarding the inclusion of a statement in the transport document about the value of the goods so that it can be used as a basis for calculating compensation and on what basis compensation is calculated in the event that the value of the transported item is not mentioned.

Second aspect: Use of standard transport contracts

The implementation of Article 15 of Law 01/13 emphasizes the link between the transport contract and this law, stipulating that ‘transport operations must be subject to a contract in accordance with the legislation in force, and the conditions and procedures for drawing up transport contracts shall be determined by regulation.’

The Algerian legislator indicated that standard transport contracts would be issued for each of the transport operations mentioned in Law 01/13, which are numerous: health transport, transport of dangerous goods, tourist transport, passenger transport, occasional services or special services. However, to date, these contracts, which are of utmost importance in the context of controlling and regulating transport operations, have not been issued, because they are an effective means of harmonizing the specific nature of road transport, which is characterized by scattered texts of varying legal force, ranging from laws and decrees to individual and joint ministerial decisions and instructions and memoranda that are sometimes

contradictory and conflicting, making it difficult for the parties to the contract to understand and easily access the legal basis. 'Principle of legal stability'.

These contracts also eliminate the negative role of time, as transport, which is often a commercial activity, requires speed, and therefore the parties do not have sufficient time to examine difficult and complex provisions such as those relating to land transport, and may therefore be unable to properly prepare the contract governing them, which contains technical and professional provisions. Furthermore, they do not conclude written contracts, which leads to difficult disputes before the courts.