

Term-Concept Matching Questions

Bill of Lading - Evidentiary Value and Maritime Transport Contract

Instructions:

Match each term in Column A with its correct definition/concept in Column B.

Write the letter of the correct definition next to each term number.

Exercise 1: Basic Maritime Transport Terminology

Column A - Terms	Column B - Definitions
1. Bill of Lading	A. Person or entity responsible for transporting goods from one location to another
2. Carrier	B. A document issued by the carrier proving receipt of goods for shipment
3. Shipper	C. The party who receives the goods at the destination point
4. Consignee	D. The owner or sender of goods being transported under contract
5. Maritime Transport Contract	E. A legal agreement for transporting goods by sea between parties

Answer Key:

1-B, 2-A, 3-D, 4-C, 5-E

Exercise 2: Bill of Lading Types and Characteristics

Column A - Terms	Column B - Definitions
1. Clean Bill of Lading	A. A bill containing carrier's reservations about the goods or their condition
2. Unclean/Dirty Bill of Lading	B. The probative force or evidential weight of a document in legal proceedings
3. Evidentiary Value	C. A bill issued without any remarks or reservations regarding the shipped goods
4. Letter of Guarantee	D. Items or merchandise transported under a maritime transport contract
5. Goods/Cargo	E. A guarantee document provided by the shipper to the carrier to obtain a clean bill

Answer Key:

1-C, 2-A, 3-B, 4-E, 5-D

Exercise 3: Legal Obligations and Liability

Column A - Terms	Column B - Definitions
1. Carrier's Liability	A. Duties and responsibilities that contract parties must fulfill under the law
2. Obligations	B. Exceptional circumstances beyond a party's control that excuse performance
3. Force Majeure	C. Legal accountability of the carrier for loss, damage, or delay to cargo
4. Proof/Evidence	D. International treaty of 1924 governing maritime transport of goods

Column A - Terms	Column B - Definitions
5. Brussels Convention	E. Presentation of legal materials to establish facts or support claims in court

Answer Key:

1-C, 2-A, 3-B, 4-E, 5-D

Exercise 4: Evidentiary Value Concepts

Column A - Concepts	Column B - Definitions
1. Absolute Evidentiary Value	A. Evidence that can be contradicted or rebutted by other proof
2. Relative Evidentiary Value	B. Parties outside the contractual relationship who may have interests in the cargo
3. Third Parties	C. Evidence that cannot be challenged or contradicted, particularly against good faith parties
4. Consensual Contract	D. The carrier's responsibility to receive, load, and stow goods properly on board
5. Loading Obligation	E. A contract formed by mutual agreement without requiring formal written documentation

Answer Key:

1-C, 2-A, 3-B, 4-E, 5-D

Exercise 5: Advanced Maritime Law Concepts

Column A - Terms	Column B - Definitions
1. Algerian Maritime Law	A. The obligation to transport goods and ensure their safety during the maritime voyage
2. Article 738	B. The shipper's duty to provide accurate information about the cargo's characteristics
3. Transport Obligation	C. Legal framework in Algeria governing maritime transport starting from Article 738
4. Information Accuracy Obligation	D. The foundational provision in Algerian law governing maritime goods transport contracts
5. Good Faith Third Party	E. A party acting honestly without knowledge of defects, against whom bill of lading is absolute evidence

Answer Key:

1-C, 2-D, 3-A, 4-B, 5-E

Challenge Exercise: Comprehensive Maritime Transport Concepts

This exercise combines all concepts. Match each numbered term with the correct lettered definition.

Column A - Terms (1-10)	Column B - Definitions (A-J)
1. Bill of Lading as Receipt	A. Carrier's duty to ensure goods remain undamaged throughout the journey
2. Bill of Lading as Evidence	B. Document proving carrier received goods from shipper for transportation
3. Safety Guarantee Obligation	C. Bill prepared when carrier doubts accuracy of shipper's information
4. Loss or Damage	D. Legal instrument proving terms and existence of maritime transport contract

Column A - Terms (1-10)	Column B - Definitions (A-J)
5. Delay in Delivery	E. Grounds for carrier liability when goods don't arrive at agreed or reasonable time
6. Unclean Bill Reason	F. Primary basis for triggering carrier's liability under maritime transport contracts
7. Contractual Relationship	G. Legal bond between carrier and shipper established by maritime transport contract
8. Non-Formal Element	H. The bill of lading's characteristic as tool for proof, not requirement for contract formation
9. Economic Development Role	I. The contribution of maritime transport contracts to revitalizing national economy
10. International Trade Connection	J. The essential link between maritime transport contracts and global commerce

Answer Key:

1-B, 2-D, 3-A, 4-F, 5-E, 6-C, 7-G, 8-H, 9-I, 10-J



Study Notes for Master 2 Students

- Bill of Lading Functions:** Remember that the bill of lading serves three main functions: receipt for goods, document of title, and evidence of the contract of carriage.
- Evidentiary Value Distinction:** The bill has *relative evidentiary value* between carrier and shipper (can be contradicted) but *absolute evidentiary value* against third parties acting in good faith.
- Clean vs. Unclean Bills:** Clean bills are crucial for letters of credit in international trade. Unclean bills contain reservations that may affect negotiability.

- **Legal Framework:** Algeria's maritime law (Article 738+) and Brussels Convention 1924 govern these contracts, making them part of international commercial law.
- **Consensual Nature:** The maritime transport contract is consensual, meaning the bill of lading is for proof, not contract formation.