

# QUESTIONS AND EXERCISES

## MARITIME AND TRANSPORT LAW GUIDE

### Student Instructions:

In the following questions, determine whether the statement is TRUE or FALSE, and provide a brief, precise legal justification based on the lectures and legal texts provided.

## 1. Maritime Zones under International Law

1. The territorial sea extends up to a maximum of 24 nautical miles from the baselines.

**FALSE**

**Justification:** According to Article 3 of the 1982 UN Convention on the Law of the Sea (Montego Bay), every state has the right to establish the breadth of its territorial sea up to a limit not exceeding **12 nautical miles**, measured from baselines. The 24-mile limit refers to the outer limit of the Contiguous Zone.

2. Internal waters are considered an integral part of the coastal state's land territory and are subject to its absolute sovereignty.

**TRUE**

**Justification:** Internal waters lie landward of the baseline from which the territorial sea is measured. They include ports, bays, and internal seas, and are fully subject to the sovereignty of the coastal state, just like its land territory.

3. In the Contiguous Zone, the coastal state exercises full military and political sovereignty similar to the Territorial Sea.

**FALSE**

**Justification:** Sovereignty in the Contiguous Zone is not absolute. Article 33 of the 1982 Convention grants the coastal state specific control necessary only to prevent and punish infringement of its **customs, fiscal, immigration, or sanitary** laws and regulations.

4. The Exclusive Economic Zone (EEZ) extends 200 nautical miles from the baseline.

**TRUE**

**Justification:** The EEZ is the area beyond and adjacent to the territorial sea, extending up to 200 nautical miles from the baselines from which the breadth of the territorial sea is measured (Article 55 & 57, UNCLOS 1982).

5. Coastal states have sovereign rights in the EEZ for the purpose of exploring and exploiting natural resources, whether living or non-living.

TRUE

**Justification:** Article 56 of the 1982 Convention grants the coastal state sovereign rights for the purpose of exploring and exploiting, conserving and managing the natural resources of the waters superjacent to the seabed and of the seabed and its subsoil.

6. The Continental Shelf was defined in the 1958 Geneva Convention solely based on the distance criterion of 200 nautical miles.

FALSE

**Justification:** The 1958 Geneva Convention defined the Continental Shelf based on a depth criterion (200 meters) OR the exploitability criterion (where the depth of the superjacent waters admits of the exploitation of natural resources). The fixed distance criterion came later with the 1982 Convention.

7. Algeria established its Contiguous Zone through Presidential Decree No. 04-344 in 2004.

TRUE

**Justification:** Algeria issued Presidential Decree No. 04-344 on November 6, 2004, establishing a contiguous zone adjacent to its territorial sea, extending 24 nautical miles from the baselines, exercising control in accordance with Article 33 of the 1982 Convention.

8. In the EEZ, the coastal state has no jurisdiction over the protection and preservation of the marine environment.

FALSE

**Justification:** Article 56 of the 1982 Convention explicitly grants the coastal state jurisdiction with regard to the protection and preservation of the marine environment, as well as marine scientific research and the establishment of artificial islands.

## 2. Public Air Transport and Concession Contracts

1. Since independence, the Algerian state has always allowed private sector participation in public air transport services.

FALSE

**Justification:** Since independence, the Algerian state chose to **monopolize** the exploitation of air services for public transport through Air Algérie. This monopoly lasted until the issuance of Law No. 98-06, which opened the field for private parties.

**2. The transition from a socialist to a capitalist/liberal system was one of the main drivers for opening air transport to concession contracts.**

**TRUE**

**Justification:** The political and economic transformations in 1989 and the shift towards a liberal economy, along with financial crises, pushed the state to abandon the monopoly and adopt concession contracts to involve the private sector.

**3. Air transport is considered a strategic public utility related to national sovereignty.**

**TRUE**

**Justification:** Many countries, including Algeria, have historically treated air transport as a public utility and a manifestation of national sovereignty, which justified state ownership and monopoly for a long period.

**4. Khalifa Airways was granted a concession contract for a duration of 50 years.**

**FALSE**

**Justification:** The concession contract for Khalifa Airways, approved by Executive Decree No. 02-40, was set for a duration of 10 years, renewable, not 50 years.

**5. Security conditions and the "black decade" in Algeria negatively affected the air transport sector and foreign airline operations.**

**TRUE**

**Justification:** The security situation and terrorism (like the 1994 hijacking) led many foreign companies to boycott Algerian airports, leaving Air Algérie solely responsible, which burdened the state treasury and eventually led to seeking private sector involvement.

**6. Under Law No. 64-166, air services could only be carried out by state-owned institutions.**

**FALSE**

**Justification:** Although in practice there was a monopoly, legally, Article 5/1 of Law No. 64-166 stated that air services could be carried out by institutions legally licensed by the Minister, without explicitly restricting it to the public sector.

**7. Private sector flexibility allows for measures that are difficult for the public sector to implement, such as adjusting workforce size.**

**TRUE**

**Justification:** The private sector's flexibility and ability to take measures like reducing workers, increasing hours, or creating incentives—which are often difficult for the public administration—is one of the motives for resorting to concessions.

8. Antinea Airways was granted a general concession for the domestic network excluding state dual-use airports.

TRUE

**Justification:** Similar to Khalifa Airways, Antinea Airways was granted a general concession for the domestic network, with the exception of state dual-use airports which required special licenses.

### 3. Maritime Navigation and Legal Regime of Ships

1. A "ship" under Algerian Maritime Law includes any floating structure regardless of its ability to navigate by its own means.

FALSE

**Justification:** According to Article 13 of the Algerian Maritime Code, a ship is defined as a floating structure that conducts maritime navigation **either by its own means or by being towed**, and is **specialized** for such navigation. It must be suitable for facing sea risks.

2. Ships are considered immovable property (real estate) because they are subject to registration.

FALSE

**Justification:** According to Article 56 of the Algerian Maritime Law, ships are considered **movable property**. However, they are subject to a special legal regime similar to immovable property (like official registration and mortgage rules) due to their value and importance.

3. Ships enjoy legal personality similar to corporations.

FALSE

**Justification:** Algerian law rejects the view that ships are legal persons. Legal personality is granted only to natural persons or by specific legislative text (like for companies). A ship is property (an object of rights), not a subject of rights, even though it has a name, nationality, and home port.

4. Coastal navigation (Cabotage) in Algeria is generally reserved for the national flag.

TRUE

**Justification:** Article 166 of the Algerian Maritime Code states that commercial navigation between Algerian ports (cabotage) is reserved for the national flag, except in exceptional cases determined by agreements.

5. Auxiliary navigation includes fishing and recreational activities.

FALSE

**Justification:** Fishing and recreational navigation are considered **Main Navigation** types because the purpose is navigation itself. Auxiliary navigation refers to activities that assist other ships, such as pilotage, towing (tugboats), and rescue operations.

6. **Ownership of a ship can be acquired by simple possession ("possession is title").**

**FALSE**

**Justification:** Unlike ordinary movables, ownership of a ship cannot be acquired by possession. Maritime law requires official written documents (Article 44) for creating or transferring rights on a ship, similar to real estate transactions.

7. **A ship under construction can be considered a ship for the purpose of maritime mortgage.**

**TRUE**

**Justification:** The law allows a ship under construction to be treated as a ship from the moment construction begins, primarily to allow the builder to secure financing through maritime mortgage (Article 52).

8. **The sale of a ship automatically includes its accessories (like boats and instruments) unless agreed otherwise.**

**TRUE**

**Justification:** Article 52 of the Maritime Code states that any legal act concerning the ship also includes its accessories and things designated for its service, unless there is a special agreement separating them.

## 4. Land Transportation Contract for Goods

1. **The land transportation contract is a formal contract that requires a written document to be valid.**

**FALSE**

**Justification:** The land transportation contract is a **consensual** contract. It is concluded merely by the exchange of consent (offer and acceptance) between the carrier and the sender. The transport document is a means of proof, not a condition for validity.

2. **The carrier's obligation in a goods transport contract is an obligation of result (strict liability).**

**TRUE**

**Justification:** The carrier undertakes to deliver the goods safely to the destination. According to Article 47 of the Commercial Code, the carrier is presumed liable for loss, damage, or delay unless they prove force majeure, inherent defect, or fault of the sender/consignee.

3. **The sender is responsible for damages arising from inaccurate or inadequate data provided about the goods.**

**TRUE**

**Justification:** Article 41 of the Commercial Code obliges the sender to provide accurate data (name, address, weight, type). Paragraph 12 holds the sender responsible toward the carrier and third parties for damages resulting from neglecting or falsifying this data.

4. The consignee becomes a party to the contract only after signing it.

**FALSE**

**Justification:** The consignee is a third party beneficiary. The contract between sender and carrier creates rights and obligations for the consignee (like receiving goods and paying fees upon arrival) without them necessarily signing the initial contract.

5. The carrier is liable for delay only if the goods are lost.

**FALSE**

**Justification:** Article 47 of the Commercial Code explicitly states that the carrier is responsible for total or partial loss, damage, AND delay in delivery. Delay is a distinct ground for liability when goods arrive after the agreed or reasonable time.

6. The sender has the obligation to package the goods if their nature requires it.

**TRUE**

**Justification:** Article 43 of the Commercial Code states that if the nature of the item requires packaging, the sender must carry out packaging in a manner that protects against loss/damage and ensures safety.

7. The limitation period for lawsuits arising from land transport contracts is 3 years.

**FALSE**

**Justification:** Article 61 of the Commercial Code states that all claims arising from goods transport contracts are barred after **one** year.

8. Acceptance of goods by the consignee without reservation extinguishes all claims against the carrier for damage or partial loss.

**TRUE**

**Justification:** Article 55 of the Commercial Code states that receipt of transported items extinguishes claims unless the consignee notifies the carrier of a reasoned objection within three days of receipt.

## 5. Transport Documents

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1. A transport document serves only as a receipt for the goods.

**FALSE**

**Justification:** The transport document performs two main functions: it serves as evidence of the contract and receipt of goods, AND it can serve as a document of title representing the goods (especially if negotiable), allowing transfer of possession.

**2. A transport bill can be issued to a named person, to order, or to bearer.**

**TRUE**

**Justification:** Articles 543 bis 10 and 11 of the Commercial Code allow for transport bills to be registered (named person), order bills (transferable by endorsement), or bearer bills (transferable by delivery).

**3. The transport receipt differs from the transport document (bill) in its simplicity and function.**

**TRUE**

**Justification:** A transport receipt is primarily a simple written acknowledgment of goods receipt by the carrier. It is distinct from the formal transport document/bill which contains detailed contract terms and represents the goods.

**4. Possession of the transport document is considered symbolic possession of the goods themselves.**

**TRUE**

**Justification:** Article 813 of the Civil Code states that the delivery of bills given for goods entrusted to a carrier substitutes for the delivery of the goods themselves, allowing the consignee to dispose of them (sell/pledge) during transit.

**5. The carrier has no right to verify the type and quantity of goods upon receipt.**

**FALSE**

**Justification:** The carrier has the right to verify the type and quantity of goods to ensure they match the sender's declaration and to protect themselves from liability for pre-existing discrepancies.

**6. A transport document loses its value as evidence if it is incomplete.**

**FALSE**

**Justification:** The transport document retains its value in proving the contained data even if incomplete, as long as it includes the basic elements of the contract. The interested party can complete the proof using general rules of evidence.

**7. Unloading goods is legally the same operation as delivery.**

**FALSE**

**Justification:** Unloading is a material operation (removing goods from the vehicle), while delivery is a legal operation (placing goods at the consignee's disposal) that ends the carrier's obligations. They are distinct phases.

**8. If fees are due upon departure and not paid, the carrier must still transport the goods.**

**FALSE**

**Justification:** Paying transport fees is the main obligation of the sender. If fees are payable upon departure and are not paid, the carrier may invoke the defense of non-performance and refuse to transport the goods.

Terminology Table: Maritime and Transport Law		
Arabic Term	English Term	Definition
سند الشحن	Bill of Lading (B/L)	A document issued by a carrier to acknowledge receipt of cargo for shipment, serving as evidence of the contract of carriage and a document of title.
البحر الإقليمي	Territorial Sea	A belt of coastal waters extending at most 12 nautical miles from the baseline, where the coastal state exercises full sovereignty.
المنطقة الاقتصادية الخالصة	Exclusive Economic Zone (EEZ)	A sea zone extending up to 200 nautical miles where a state has special sovereign rights regarding the exploration and use of marine resources.
الجرف القاري	Continental Shelf	The seabed and subsoil of the submarine areas that extend beyond the territorial sea throughout the natural prolongation of the land territory.
المنطقة المتاخمة	Contiguous Zone	A zone extending 24 nm from the baseline where the state can enforce customs, taxation, immigration, and sanitary laws.
عقد الامتياز	Concession Contract	A contract granting a private entity the right to operate a public utility (like air transport) for a specific period under state supervision.
الناقل	Carrier	The party who undertakes to transport goods or passengers from one place to another for a fee.
المرسل / الشاحن	Sender / Consignor / Shipper	The person who sends goods and enters into the contract of carriage with the carrier.
المرسل إليه	Consignee	The person to whom the goods are to be delivered at the destination.
القوة القاهرة	Force Majeure	Unforeseeable and irresistible events (like natural disasters) that prevent the fulfillment of a contract, exempting the carrier from liability.
العيب الذاتي	Inherent Vice	A hidden defect or the internal nature of the goods themselves (e.g., spoilage) that causes damage without external fault.
ملاحة أعالي البحار	High Seas Navigation	Navigation conducted between national and foreign ports, often requiring specific safety standards for long distances.
الملاحة الساحلية	Coastal Navigation (Cabotage)	Transport of goods or passengers between two points within the same country, often reserved for the national flag.
الملاحة المساعدة	Auxiliary Navigation	Navigation activities that assist other ships, such as pilotage, towing, and rescue.
شخصية معنوية	Legal Personality	The status of being a lawful entity with rights and obligations; ships in Algeria are property and do not possess legal personality.
منقول	Movable Property	Property that can be moved from one place to another; ships are legally classified as movables.
التقادم	Statute of Limitations	A law establishing a time limit (e.g., one year for transport contracts) within which a lawsuit must be filed.
المسؤولية العقدية	Contractual Liability	Liability arising from the failure to perform a contractual obligation (e.g., failure to deliver goods safely).

Arabic Term	English Term	Definition
الرهن البحري	Maritime Mortgage	A security interest granting a right over a ship to secure the payment of a debt, requiring official registration.
تذكرة النقل	Transport Ticket / Waybill	A document proving the transport contract and receipt of goods.
حقوق سيادية	Sovereign Rights	Rights of a state to exploit resources (in the EEZ or Continental Shelf), distinct from full territorial sovereignty.
خط الأساس	Baseline	The line along the coast from which the seaward limits of a state's maritime zones are measured.
التظهير	Endorsement	The act of signing the back of a negotiable document (like a Bill of Lading) to transfer rights to another party.
التزام بنتيجة	Obligation of Result	A legal obligation where the debtor (carrier) is bound to achieve a specific outcome (safe arrival), implying strict liability.
أجرة النقل	Freight / Transport Fee	Remuneration payable to the carrier for the carriage of goods.
هلاك كلي	Total Loss	Complete destruction or loss of the cargo where it is no longer available or usable.
حق التتبع	Right of Pursuit	The right of a creditor (mortgagee) to follow the property (ship) into whosoever's hands it may pass.
المياه الداخلية	Internal Waters	Waters on the landward side of the baseline of the territorial sea, subject to full state sovereignty.
تفريغ	Unloading	The material operation of removing goods from the transport vehicle.
تسليم	Delivery	The legal act of placing goods at the disposal of the consignee, ending the carrier's liability.
سند لحامله	Bearer Bill	A transport document where possession alone confers ownership, transferable by simple delivery.
سند للأمر	Order Bill	A transport document issued to the order of a specific person, transferable by endorsement.
الاحتجاج	Protest / Objection	A formal notification by the consignee to the carrier regarding damage or loss, required within a specific period (3 days) to preserve rights.
إيصال النقل	Transport Receipt	A simple document acknowledging receipt of goods by the carrier.
ملاحة رئيسية	Main Navigation	Navigation where the primary purpose is the voyage itself (commercial, fishing, recreation), distinct from auxiliary services.
سفينة	Ship	A floating structure suitable and designated for maritime navigation by its own means or by towing.