

Model Answer

Exercise 1: True or False with Justification (8 Points)

1. Under the Hamburg Convention (1978), the carrier is liable unless they prove that they took all reasonable measures to prevent the damage.

Answer: True

Justification: Under the Hamburg Rules (1978), the carrier is presumed liable for loss, damage, or delay unless they can prove that they, their servants, or agents took all reasonable measures to avoid the occurrence and its consequences.

Grading (2.5 pts): 0.5 for True/False mark + 1.5 for mentioning presumption of liability/burden of proof on carrier ("took all reasonable measures") + 0.5 for mentioning scope (loss/damage/delay or servants/agents).

2. The Rotterdam Convention abolished the "nautical fault" exemption that carriers previously had under the Brussels Convention.

Answer: True

Justification: The Rotterdam Rules explicitly removed the nautical fault defense (error in navigation or management of the ship), which previously exempted carriers from liability under the Brussels Convention (Hague/Hague-Visby Rules).

Grading (2.5 pts): 0.5 for True/False mark + 1.5 for stating nautical fault was abolished under Rotterdam + 0.5 for noting it existed under Brussels/Hague-Visby.

3. The Bill of Lading functions solely as a receipt for the goods and has no role in transferring ownership.

Answer: False

Justification: A Bill of Lading is not solely a receipt; it has three distinct legal functions: 1) Receipt of goods, 2) Evidence of the contract of carriage, and 3) Document of title (which allows for the transfer of ownership/possession).

Grading (3 pts): 0.5 for True/False mark + 1.5 for listing the three functions (0.5 each) + 1.0 for explaining the "document of title" function.

Exercise 2: Paragraph Structure (6 Points)

Topic: *The practical necessity of the Letter of Guarantee upon arrival.*

Model 1:

[TOPIC SENTENCE] The Letter of Guarantee is a crucial legal instrument used upon arrival of goods to facilitate their release when original shipping documents are unavailable.

[SUPPORTING SENTENCES] It plays an important role in modern customs procedures by allowing the consignee to take

delivery of goods before the arrival of the original Bill of Lading. This mechanism helps avoid delays, port congestion, and additional storage costs. Furthermore, it supports the efficiency of import and export operations, especially in cases where documentation is delayed due to banking or administrative procedures.

[CONCLUDING SENTENCE] Therefore, the Letter of Guarantee contributes significantly to accelerating customs clearance and ensuring the smooth movement of goods to their final destination.

Model 2:

[TOPIC SENTENCE] To overcome the inefficiencies and risks of traditional documentary procedures, the Letter of Guarantee upon arrival serves as a provisional legal remedy that enables the release of goods in the absence of the original Bill of Lading.

[SUPPORTING SENTENCES] Through this instrument, the consignee—usually supported by a bank—assumes an independent legal obligation to indemnify the carrier against any claims arising from the delivery of goods without presentation of the Bill of Lading. It requires the consignee to verify their entitlement to the goods and to undertake to surrender the original Bill of Lading immediately upon its receipt. Although the Letter of Guarantee is practically useful in avoiding delays, congestion, and additional costs, it does not release the carrier from liability toward the lawful holder of the Bill of Lading, but merely provides financial security in the event of a dispute.

[CONCLUDING SENTENCE] Therefore, while the Letter of Guarantee facilitates the smooth flow of trade and customs operations, it remains an exceptional mechanism that creates a distinct and heavy legal obligation independent of the transport contract, aimed primarily at protecting the carrier.

Exercise 3: Terminology Matching (6 Points)

Match the legal term in Column A with the correct definition in Column B.

Column A (Term)	Answer Key	Column B (Definition) Match
1. Consignee	C	The party who receives the goods at the destination point.
2. Force Majeure	B	Exceptional circumstances beyond a party's control that excuse performance.
3. Bill of Lading	A	A document issued by the carrier proving receipt of goods for shipment.
4. Clean Bill of Lading	D	A bill issued without any remarks or reservations regarding the condition of the goods.
5. Carrier	E	Person or entity responsible for transporting goods from one location to another.
6. Letter of Guarantee	F	A document provided by the shipper (or consignee) to indemnify the carrier against claims.

RIGHT TO EXAMINATION PAPER REVIEW

Students are hereby informed that a session for the consultation of examination papers will be held according to the following arrangements: Date: 01 February 2026 Time: 14:00

Venue: Teachers' Room (opposite the administration of the Private Law Department).

ZERROUK Imane Fatima Zohra