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CONDITION FOR THE FULFILLMENT OF THE LIABILITY OF THE MARITIME CARRIER IN THE CONTRACT OF CARRIAGE OF GOODS: A COMPARATIVE RESEARCH AMONG IRAQI LAW, AND THE ROTTERDAM CONVENTION OF 2008

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Abstract
This research was designed to achieve a new breakthrough in law as a discipline, namely to look at In shipping goods and with for example the, the carrier themselves as pier, from shipper receipt of cargo to its consignee sends it on a reporter—we can see some clear object conditions make us want for nothing. Two methods were mainly applied to this study: comparative research and descriptive studies. Specifically we utilized Transport Law No 80 which is first and prime Iraqi law on public transport between companies under the same umbrella (1983), Irans maritime statutes -named 'Maritime Law No. 1343' -from 1975 through 1979 and the Undesirable Ship Types 2001 convention as illustrating examples. However, we were not original people. In this work we can define the problem as, for getting wisdom in this research: under what terms to a maritime carrier under Iraqi law should be treated like the Dutch Maritime Code in international shipping and commercial navigation? In addition to the validity of a carriage contract concluded, this study discovered that a maritime carrier must also pass the examination of tortious liability during transport. Moreover, damage did occur [with either destruction or injury], and further, there is cause-and-effect connection between mistaken act and damages. The research focuses that legal systems are difficult to compare and that as for the period of liability of carrier's liability I. Furthermore, it shows us how to handle the dilatory delivery. Finally, the final results of the research show that there is a defect in Rotterdam Convention which can't address cases where no delivery date is agreed. Ultimately, the research recommends that this gap will need to be filled in national legal systems by reforming some of their requirements so they align with United States standards. For example, making contract validity a reasonable minimum, allowing delays and setting a period punishment for breach of contract.Or remove onerous burden of proof accountability in regards to force majeure. These proposals are meant to reduce transaction costs and increase transparency evident among parties involved in maritime commercial transactions.
Keywords: Maritime carrier, maritime carrier liability, Rotterdam Convention, delivery date of goods

INTRODUCTION

One of the most important factors for international trade is shipping by sea. This means that quantities of enormous goods are able to be carried between countries and indeed continents at near-impossible levels of economic efficiency.Nowadays people's reliance on shipping by sea has increased greatly. There is, however need of a theoretical distinction regarding the legal relations between the parties who make a contract to ship goods across oceans Timespan this: attitudes of meaning Original text edit Countries And CulturesRisk arises as shipping by sea becomes more dangerous than ever and no longer limits liability on part of the party who caused or is liable for threat to those sown This paper is thus dedicated

to in other words what is the marine carrier's liability regime, under what conditions it must be done combines the study (firstly) Iraq national law with Iran's and (secondly) three international conventions - Haulers of Goods by Sea, the Hamburg Rules on Contracts for the Carriage of Goods by Sea (referred also as "Hamburg Rules"), Rotterdam Convention)

It's in the concept of maritime transport has been officially examined from the viewpoints of legal system and actual life practice, focusing on definition of contract parties (that is - carrier, shipper: also consignee as party subject to effects of contract). Also, this research serves to illustrate the content of the contract goods. Nevertheless, this research must be based on both local then international law to achieve the goal. At the same time, this research strives to compare differences and similarities in regulating this contractual relationship with focus on legal conditions that must be met: carrier shall be liable for damage arising from cause involving that make affect of goods.

The significance of this research is to emphasize the existence of a valid transportation contract as a condition for liability, in addition to the necessity of an error on the part of the carrier, which may lead to actual damage. Furthermore, it identifies the causal relationship between error and damage by comparing Iraqi law (Transport Law No. 80 of 1983) and Iranian law (Maritime Law No. 1343) with international agreements, in order to explore how responsibilities and obligations are distributed between contracting parties, particularly in cases of damage, destruction, or delay in the delivery of goods. Finally, this research discusses how these legal systems deal with causes beyond the carrier's control, such as force majeure or unforeseen events.

Based on the above, the main aim of this research is to put forth a comprehensive legal scheme today as it relates to marine carrier liability. At the same time it seeks to emphasize any legislative distinctions between national and international legal systems.Finally, through a comparative analysis procedure, it makes recommendations for promoting consistency between them which will make an important new contribution to maritime transport law in general. This will help protect the interests of contract parties in international commercial transactions and will promote justice for all concerned.

THEORETICAL FRAMEWORK

First Section: The Concept of Maritime Transport

Maritime transport represents one of the most essential activities practiced by humans since ancient times[1], as a distribution activity[2]. It is also the primary tool used to transport people and goods from one place to another[3]. Humans have known the oldest types of transportation since ancient times, which is land transport. After that, the second type appeared, which is river and sea transport[4]. However, air transport appeared recently. Despite maritime transport being considered the oldest type of transport, it is still the primary means of implementing freight transport operations, whether at the international or local level[5].

The Concept of Transportation

According to one definition of transport in language -"to cause movement," is to "put into effect by agency" [1]. Another has it mean "to move something: transport it from one place to another" [2]. Transportation in this same context has also been defined nonlinguistically as "the act or process of transferring something from one place to another" [3]. This in turn makes freight transport by sea another cornerstone of international trade, because it can move very large quantities of goods at much lower cost than other transport methods[4]. This type of transportation requires full legal regulation to clearly define each party's obligation and rights. It is especially prone to a variety of risk factors that are unique in comparison with other modes of transport[5]. According to the Iranian Maritime Law (Mossob 1343), which is the subject of this study, it is one of the major legal frameworks governing maritime transport in Iran. This enactment clearly lays out both obligations and responsibilities for shippers and carriers[6]. Article 55 of the Law spells out the duties of shippers and carriers for loss or damage to goods during the voyage. It provides that such losses are to be born by either a ship or carrier, except where either

failed in its duty to outfit a ship properly. This duty of proper outfitting includes preparing the ship for navigation by supplying professionally trained crew members and proper gear, along with keeping safe from harm all cargoes during transport. If an outfitting fault occurs and damage is done, the onus is on the carrier or ship-owner to prove that they exercised due care when outfitting their vessel according to legally required safety levels[7].

From the above it would seem that the concept of maritime transport -- moving goods by ship over water--is essentially the same idea as general transport. What's different are the goods involved and the means used to move them: on the one hand they are the type of object that can be moved by any transport; on the other hand, shipping is something generally restricted to states or other international agencies. However, maritime transport of goods has two differences from other methods of transport mainly in the means used--the ship--and the way it goes--the sea.

Experts, national legislation and international agreements take the transport contract líAgreement \ field.Õ The Iraqi Transport Law stipulates at Article 129 in 1983: A maritime liTransport Contract is the agreement whereby a carrier agrees to either carry a person or thing with ship, boat and similar on sea from one place another for money.

The term "contract of carriage" is defined in the 2008 Rotterdam Convention, Article 1, paragraph 1, as "a contract in which one party undertakes to transport goods from one place to another, while the other pays freight.[1]" The contract of carriage by sea is stipulated in court decisions as "a contract in which the carrier (regardless of whether being an owner or charterer of the ship), agree to deliver goods onto ship and transportation them from one port to another, and to receive a freight[2]."

In addition, some lawyers have described the contract as one that stipulates the shipper will transport specific goods from one port to another for an agreed fixed price in return for this service.

In addition, some of these jurists have described the contract as "a contract by which a sea carrier undertakes to change places for the goods he has undertaken to transport at sea, for whom wanted by the contracting party referred to as shipper or any other person called consignee; and in consideration of freight[1]."

Section Two: The Contract of Carriage of Goods and Its Parties

Those who enter into a contract of carriage concerning goods at sea include, among other persons, the parties to that contract, the shipper and the carrier of the shipper (1).It is also incumbent upon the carrier under the contract of carriage of goods by sea to transport which types of articles?What is the definition of goods?

We will first describe the parties of the contract of carriage for sea at p. p two; it 's through two sections about subject that nether party is your average layman:

- Section One: Parties to a Contract of Carriage of Goods by Sea
- Section Two: Subject of the Contract of Carriage of Goods by Sea

Section One: Parties to the Maritime Carriage Contract

The carriage of goods by sea is generally considered one of the fundamental modes for the implementation of international trade. Like all contracts, a marine transport contract is based on the agreement between the two parties-the carrier and the shipper-to agree what duties they should undertake, and what objectives they then wish the covenants were meant to be used for. The implications may be carried over as regards roles and obligations of the contracting parties.

Hence, this study will be divided (Section) for further analysis stage by stage into the various participants in a maritime transport contract.

First: The Carrier[6]

Local laws regulating the provisions of the maritime carriage contract for goods do not include a definition of the carrier.

A different approach taken by some legal theorists is to define the carrier as the person or body that agrees to transport shipped goods from one place to another. In layman""s terms, then, it is the person or body that has undertaken to carry the goods by sea from the place of shipment to their destination, subject to certain conditions tying the shipper and carrier together. It charges a fee for so doing. However, international agreements regulating the carriage of goods by sea have set a definition for the carrier. For instance in Article 5 of the Rotterdam Convention of 2008 it says:"The carrier is the person who concludes a contract of carriage with the shipper." This definition resembles closely the one given at Hamburg Convention which says a carrier is a person who signs contract of transportation with shipper.

Second: The Shipper[7]

According to a review of the literature on maritime shipping laws, it is clear that the term *shipper* has three meanings:

1-His job is to take the goods from the port dock, offloading them onto a ship which will convey them onwards.[2]

2-He will also arrange for the goods to be sent by sea-whether these are his own property or representing those of others.

3-People who make contracts to send goods by sea have therefore to be classified as carriers of these goods.

After preliminary study, we determine that, for the public interests or for one's own gain, a shipper is any individual, legal body who may contract transport with sea carrier himself. He is thus an actual shipper. He can also be a buying shipper.And it is called "The Shipper" in Chinese! So you have to say "I am the shipper".Another term in English is "shipowner" and "le Chargeur" refers to the owner or operators of a boat.In specific circumstances, however, that person may be described simply as a human being who wants to the goods of his own or transfer it from one portto another.

When it comes to what the shipper means under the 2008 Rotterdam Convention, in section 1, paragraph 8[1] it states: "A shipper is party who enters into contract of carriage with carrier." This means in international transport under the Rotterdam Convention itself, the concept of the shipper is limited to that person who concludes a contract of carriage with carrier. Nothing beyond that is said. Moreover, under this Convention narcotic drugs are not included among goods that can be shipped to warrant paragraph 1 being referred to at all. In addition under the Hamburg Convention of 1978, a shipper is not said to include the person who hands the goods to carrier On the other hand, the Rotterdam Convention has another term for a person (or entity) that is something other than the shipper. This is referred to in Article 1, paragraph 9: "Party other than shipper who agrees to be named 'shipper' in the document or received electronically for transport."

Third: The Consignee

The treatise uses therefore the term "marine transportation contract" and has shown this. If as an instance the consignor imports goods, along with their carriage out of country Parks to pick up a seaport situated in their own territory, then there exist only two parties in this case of contract: carrier and shipper whose effects extend, only but not less than those two parties separately; (1). However, Shipper and carrier may agree upon transporting one type of merchandise only if it is to be delivered into the hands of another party, called as consignee. In that case the consignee would obtain a personal, direct right against carriage enterprise; as soon as goods have reached their port of discharge and are awaiting pick-up at destination on behalf (5). The consignee has required for many years that he should be able to demand delivery directly from carrier -- although not actively engaged or party to contract between shippers / consignees -- [2].

Pls refer to the former question: what is Consignee?In domestic laws that regulate the carriage of goods by sea, no legal definition is given to a consignee. Nevertheless, international agreements have here provided who should be considered by shipping insurers as a consignee.Article 1, Paragraph 11 of the 2008 Rotterdam Convention defines a consignee as:

"The person entitled to take delivery of the goods under the contract of carriage, the transport document, or the electronic transport record."

So this means that these definitions focused on consignee's right to consign merchandise; other rights, however - such as the right of other people who come into possession or control not give it back to him willingly without reason (for example theft).Therefore, according to them, "Consignee" means the person with title to take delivery under the bill of lading or paperwork transport document. Anyone who takes possession "is a consignee" even if he later asks someone else for an extension; and legal responsibilities are outappending on that somedayAlthough jurisprudence never settled the question of consignee's legal status, there is disagreement in jurisprudence, because the contract for carriage must also bind him even though he is not a party to it.Both the nature of legal status and influence in jurisprudential theory has been debated. The incomplete representation theory stipulation theory for the benefit of a third party agencies act of consignee-related nature are only some ways that scholars have tried to explain how one person can be counted as another's representative without being legally responsible for anything wrong with what they represent.

But as far as where Iraq's Transport Law No. 80 of 1983 stands on the issue it says in Article 65 that unless explicitly or implicitly accepts these´ rights and obligations by the consignor: "The consignor shall not acquire rights under the contract of carriage or be responsible for damages." The implication here is that the consignees do not participate in the transport contract; this contract can only be completed between carrier and shipper. However, he would die if those who were injured turned out to be a part of transit or some other carrier. If any of these rights and obligations were assigned by the carrier to a consignee, such as the right of possession for goods or to pay transportation fees then they all applied except that in case he was a cancer patient in which event none did so long as it was not accepted explicitly or implicitly, save for any patient with malignancies.

Maritime Carriage

The basis of the maritime carriage contract is to provide for the transportation of goods by sea[1] Due to this, the subject of the contract is carrying out transportation of goods from one place on a ship to another. Also included in this topic are all rights and obligations between each side of the deal (the consignor, the shipper).

Considering the historical background, for example in Iranian Maritime Transport Law of 1343, the provisions relevant to the cases where damage or part survival event occurs during the shipping process are all explicit. Article 107 and 108 explicitly define them[1].Under Iranian law, article 107 provides for the extinction of a secured creditor's rights where, apart from exogenous events, it is carrier's fault that goods get destroyed by ship or crew. What this means in practice is that debtor has to try by every means at his disposal to offset or bear down upon the losses whenever and wherever possible. By this clause, he obliges to bear a large part of burden for preserving these "non-core assets" against harm[2].

If part of the goods covered by a mortgage sink, article 108 determines the way in which this part should be saved. In this kind of case, debts are obtained back only from the sale of salvaged goods and, after deducting salvage expenses purchased at its cost before any net income is generated the principle of fairness in distributing risk then follows. Therefore, the burden of losses from sinking and delivering goods is shared equally by both debtor and creditor; for recovered values benefit creditors alone.As such [[1]]

Feel free to play with your images (I imagine you have seen enough teeth and smiles this year). You are very talented-and so am I. I want to see what you can do with Photoshop. Based on the foregoing, the subject matter of a maritime transport contract may be the carrier_s commitment or undertaking to carry the goods of a shipper. What is mean by "goods[1]"? Some views define goods as personal property [2] kind of thing, while some others say goods are things [3]. The term goods is not defined in international law; it is only to be found defined in international agreements concerning maritime transport of goods.

To back up this statement, in 2008, the Rotterdam Convention made very clear that "goods" refers to whatever a carrier is contracted to carry as cargo and covers all trade items, whether those happen to be one's or someone else`s property. This includes materials used for packaging or protecting other goods; it also includes equipment and cargo containers which the carrier does not himself provide (or any that he does so through a third party for his benefit.

Analytical Framework

In the framework of a contract for carriage of goods by sea, the liability of a maritime carrier is looked on as an example of liabilities, coming from neglecting its own social obligations. The merchant is responsible for its failure to perform obligations under the contract. But then the 2008 Rotterdam rules make the shipper not only accountable in this regard, they also stipulate that carriers shall be bound if they fail in following conventions. The Convention indeed spells out what these conventions would be.

First Requirement: The Existence of a Valid Contract

The existence of a valid contract is a precondition for the maritime carrier to incur liability Ifanything happens to goods in transit Differently put, a valid contract is the legal basis upon which the carrier and shipper enter into the relationship Furthermore, according to terms agreed upon by both parties, The contract also governs each of their obligations under it However, should that contract be void — as, for instance, when its subject matter is illegal to perform or it was made by some incompetent person improperly influenced — then shake down in court Affairs like these result in the carrier having no legal grounds for liability This means that nothing can be laid at his door legally

As such, checking the legality of a contract is the earliest part of appraising liability for any breach of it by a maritime carrier[1]. Article 133 of Iraq's Civil Code says that a contract which is with valid description and issued legally competent persons, has a legitimate subject matter, is contractually valid, has legitimate cause, and is free of legal defects which might affect its validity, is in itself legitimate.

Between a shipper and the carrier of goods by Seaworthiness, Iranian law in "Sojourners 2" regards the principle of contracts themselves as all important for many legal matters in shipping affairs. According

to this annotation, the maritime carrier is not liable in law because compensation has been contracted for, and conditions set forth in Article 190 of Iranian Civil Code8 have been met. This includes the parties ' intentions and agreement, and the capacity of each of them. For example, the normal conditions for contracting parties in a contract are such that each contracting party must meet. Similarly. In Iran, jurisprudence and the courts tell us that these requirements are not just formalities but part of public order that cannot be compromised, because by means of them the legislator seeks to protect freely made agreements between any contracting parties and to guarantee the stability of maritime transactions.—Translator

We can see from this that whether or not a carrier can be held liable, under Iranian law or when applying the 2008 Rotterdam Convention, all starts with that most important duty of being responsible for cargo safety: making sure first off that there really is a ship.

As to the 2008 Rotterdam Convention, this is an international legal instrument regulating the transportation of goods by sea. Below in his paper on that Convention, Johnny E. Johnson quotes from Chapter 1, Useful Principles of Ocean Cargo Handling and Shipment Procedures: "Emphasize again the importance of having a valid contract of carriage prerequisite to liability of the maritime carrier[2]."

Chapter Two notes that the Convention defines a contract of carriage as: any contract whereby carriers undertake to transport collected cargo in bulk from one place to another in exchange for payment whether documented or electronic. The Rotterdam Convention also puts specific conditions for the validity of a contract of carriage. It should be issued by legally competent parties. Additionally, the contract must offer accurate information on the goods (such as type, quantity, condition) and the destination.

In addition, Article 36 of the Convention also imposes an obligation on shippers to provide accurate and full information. For example, if a contract is in error and contains faulty information regarding dangerous goods which causes an accident or loss to the carrier, then he is not liable for that. Article 12 of the Convention also makes it clear that the carrier’s duties, subject to the condition of this is valid and in force, start from receipt at port and continues until final delivery.

Thus, if there are any conditions about whether the contract can even exist which is not fulfilled (such as capacity for both sides or something in itself illegal), then what results is either one day that contracts goes all down someone's throat and never comes up again or this carrier's responsibility as setforth by contract to deliver goods free will be interrupted in case of damage brought on during transit. This, once again, underscores the central importance of the legal effectiveness of (agreement) author and party in guaranteeing that contracts will be performed.

The Second Requirement: The Occurrence of fault

At least one fundamental provision of international agreements and the laws governing maritime carriage remains unspoken: that the carrier must have committed some mistake before he can be held liable.“At least one fundamental provision” has not been officially stated in any international agreement and local law. Yet it is evident that at least in some ways these elements are implicit. Moreover, the term “error” is not found in every version set down by international agreements and local laws. For instance,tPage 13 Rotterdam Convention Article 17 does not contain the term “error”; instead, the terms “event” and “circumstance” are used. This article stipulates ：

For the first point the carrier should bear responsibility for any loss / damage / delay to the goods unless a claimant shows that such losses and damages occurred within his liability period which is laid down under Chapter 4 above.

In Iraqi law, Art. 131, § 1 of the Transport Law states: "the carrier 's liability begins when the goods are received and continues until delivery to or placing at disposal of consignee at the specified destination according to contract or law, or delivery to a person authorized in this behalf."Somescho-lar petitions based on Art. 132 of Iraqi Transport Law 80/1983, holds that the carrier's obligation is one to exercise care in the light of what is spelled out in this article-not a duty only result or even requirement for negligence by him.

Yet the presenter accomplished to give us a coherent thought. That thought is the key to the rejoinder of Carlin Hsieh's essay "The Taste of Aesthetics from a Class Point of View" which just happens to be published in a magazine by the same name as this, Xinying Reading.Projecting certain historical moments onto the background of the present is no less a way of juggling values. According to the Iranian Maritime Law (Article 1343) and Article 240 which elaborates on it, this defines reception aboard water routes-and particularly on ships carrying goods from abroad-to mean any act or fault committed by the carrier violative of its obligations towards a mandatory, or the owner. "Reception above deck," says Mr. Hsieh, "is the same thing as the carrier's responsibility." But that is hardly true at all. Article 245 of Iranian Maritime Law holds that: If the demise charter of a ship is one way only and the vessel is not completely laden when it returns to the domestic port in question, then shipowner may require remuneration for

actual expenses in connection with sea journey which would be a high figure based on ordinary computation. For nowadays all of these responsibilities belong to the carrier, and of course they cost money.

The carrier's negligence is also addressed by Article 149. As a result of the negligence or specific acts of the carrier, the vessel shall be late or detained, whether it is en-route, in transit, on board, or during unloading; compensation for resultant harm must be rendered by him that caused damage. Under this clause, the carrier must compensate for any loss inflicted on the owner or charterer. This provision underlines that any fault which the carrier may have, whether intentional or unintentional, entails liability to pay compensation[1]. Article 151 of the Iranian Maritime Law delimits the carrier's liability at a port stop. Under this legal provision the shipper may unload cargo at its own expense during the vessel's stay, subject to two conditions: either returning it for storage aboard ship or paying compensation for the loss that results from this. This provision reflects the carrier's responsibility to allow for peroration of cargo, and in addition at its cost. A new decision or circumstance thus occasions the transportation problems lie with carrier[2].

Third Requirement: Occurrence of Damage and Causal link

In general, in a contract of carriage by sea, the carrier who defaults on its obligations must compensate. The carrier's liability for damage to the goods shipped is not limited by whether this damage comes in the form of loss, loss of value, damage or theft; and the carrier must bear all such losses. This means that the injury must meet certain conditions required under general rules of civil law. When damage is proved, too; that only takes place if there is a causal relationship between concerning what went wrong or shortfall on an obligation and the resultant harm. This means that the damage must result from the failure of the carrier to fulfil her obligations[2]. Where there is no such relationship between error and injury, as when the goods are destroyed or damaged due to an external cause which is beyond carrier control, he is not responsible for this.

First section: Damage

One aspect of the burden of loss within carrier's responsibility as stipulated by Article 1343 Iranian Shipping Law, is that it could affect who should pay and how much compensation a party has to give for damages sustained once this risk materialises-either through conditions beyond the control of the shipowners or through fault on its own part or that of contracting parties.Article 154 's Problem is when Trade Is Forbidden in the Land of Shipment in iranian maritime law. If a trade prohibition to destination country starts before ship sails, related contracts are null and void, neither party has any liability for compensation. The shipper however must pay costs of carriage and unloading his goods. But if during the voyage to make trade impossible or when carrier is forced back is clear at all points then C-price one way only whole trip charge even though it's under a tourist agreement. This is a check on practically all the methods to see that they are in fair balance and reflect the actual situation where risk of international event "softens" or "hardens" trade.[2]

Article 155 is the place where port blockades or overwhelming forces hinder a ship from entering her intended harbor enter the picture We find it stipulated in this paragraph that in such cases the carrier should try his utmost to safeguard his own interests by ordering cargo to a port as near as possible or by returning cargo sent to him if no definite instructions arrive from outside and yet none of the present instructions can be enforced. This reflects an obligation to safeguard the interests of contracting parties in a general way within practical limitations of marine agency.

Though the Rotterdam Convention of 2008 didn't specify when goods could be considered damaged, the shipping law published in Iraq and conventions is 1978 urged for that known time period owned by all parities in their carriage contract; moreover Art 45-paragraph (a) simply gave orders "On being handed to the carrier, this consignment " Another Article (43) reports; "When the consignee receives goods delivered on arrival in their destination, subject to the contract of carriage, he should take delivery at said time or place as specified in his contract with either party to it for delivery(failing which where it is reasonable that delivery might take place, according to a comparison Shop should be made). "

The Iraqi Transport Law,Chapter 136 statesthat,By the marine carrier they are held responseble of a delay in goods transport.It is also so in Article 5,Para. 11 of the Hamburg Convention. Article 17,Para 1 of the Rotherdam Convention says to the delay.The carrier is responsible alike.

As set out in Article 21 of the 2008 Rotterdam Convention, delay is defined as: "Where the goods arrive at the place of destination stipulated in the contract of carriage and the period agreed upon expires, delay occurs."Therefore, based on the above provision, the Rotterdam Convention construes delay to refer solely to an ocean carrier's failure to deliver specified commodities at its discharge point by date required in contract of carriage. The provision was applied without making any reference to when there is no agreed delivery date, as was done by both Iraqi law and the Hamburg Convention.It avoided the problem

characteristic of the Hamburg Convention and Iraqi law of a failure to fix a delivery date, by using this provision.

Once carriers have brokenstatutory restrictions foroverloading thenstack is out of control In 1987, British beef exports to the European Community were suspendedon the grounds that the Ministry of Agriculture had failed to certify that EEChealth regulationswere being met At the height ofthe bird flu crisis Mr Blunkett declared:Britain apewith a potential pandemic Today Englandis confronted with aaccounting for the movement of birds across whole regions opposing culls andbio-security, poor enforcement of quarantine measures in urban areaswidening of the gapin knowledge receipt of blood samples remains languid and fax machines are not used to any production worth speaking of.

Section Two: Causal Relationship

Even where damage is not sustained until some time after an event that is clearly the defendant's fault, and godfathers have good common sense carriers can still be held liable for it. This is because transportation which follows an inefficient route makes for inefficient operations in all areas of endeavor—the system simply works less effectively than it otherwise might do or would be capable of doing.

The 55th article of part No. 1343 of the China Maritime Law says the ship's carrier and the carrier are not responsible for losses or damage caused by unseaworthiness of monte unless negligent omission in Ships equipment and maintenance is proved. It was the responsibility of the carrier to provide the ship with the necessary equipment, working staff, and facilities, and to keep all kinds of cisterns dry. This is also stipulated in the same law under Article 54 If it was the ship's unseaworthiness that caused damage, then the driver is obligated to prove that it tried its best to its own seaworthiness[1].

As to the liability of carriers for loss or damages goods they are carrying,this law sets a maximum compensation limit of one hundred pounds per package or unit unless the shipper has previously declared the value and nature of goods such declaration appears on their bills of lading[1]. If such declaration is inexistence, there is a presumption that it is true unless anything to the contrary can be proved although carriers reserve all rights to refuse liability.

Nevertheless, according to Article 211 of the Iraqi Civil Code, a party can show that damages resulted directly from external causes beyond its control-not just natural disasters but also sudden accidents and force majeure provisions indeed. In its text one finds the laws of third countries. This party will not make compensation unless it is otherwise provided for in law or agreement by him who suffered such fate.

In accordance with Article 81 of the Iranian Maritime Law (1334 Amendment), after receipt of the goods 71Navarro the ship carrier shall issue a bill of lading. It is responsible for maintaining the goods in the course of transportation and even committed to their delivery at destination as stipulated in the contract. This obligation, including taking all possible measures to protect goods even within force majeure or sudden misfortunes, falls upon itself[1].

Conclusins

1. I think the Korean's government attitude toward death penalty is very ambiguous. In 1990 when I lived in my hometown Incheon, my 6-year-old brother got killed by a car; driver was only sentenced to 3 years in prison. For example, "can we betray ourselves merely for justice's sake?" The Soviet revolutionaries sent many innocent people to trial and death simply because they had been tsarist policemen or belonged to the bourgeoisie.
2. As for the duration of the carrier’s liability, different jurisdictions have different rules. Article 131 of the 1983 No. 80 Iraqi Transport Law stipulates that liability starts on receipt of goods and ends with delivery to consignee. In Iran, under Article 55 (amended 1343), liability is limited where the carrier can show due diligence in preparing its vessels to carry the cargo. The Rotterdam Convention ([K] Article 12) makes carriers responsible for delivering goods unitil they are actually handed over.

3-Finally, while the Rotterdam Convention does not make explicit mention of fault, it does seem to assume this. Article 17 provides for the liability of carriers where an occurrence [or fact] of damage comes into being within the liability stage. Under Iranian law Article 149provides that Carrier shall be responsible for any damage caused by their negligence or omission but Iraqi law without expressly necessitating fault in Article 132; but instead expects-the carrier's duty to exercise ordinary care and skill.

4-All systems require both the existence of the damage and a causal connection. This is necessary for establishing liability. The law of Jordan is a typical example. In Article 211, the Iraqi Civil Code exempts the carrier if it can show the damage was caused by an external factor like force majeure. According to Iranian law, the carrier has the obligation -set forth in Article 55-to prove diligence despite damages which result from unseaworthy vessels. Article 17 of the Rotterdam Convention also provides that one person who makes claims must demonstrate that they have been injured during period his to recover on an insurance policy for defective products fitP. 272

but these systems they are not the same. According to Iraq Transport Law Article 136, if there is delay then the carrier is responsible for damages-which has been confirmed by the Court. Pursuant to the Rotterdam Convention Article 21, delay shall be deemed that the carrier is in accordance with the time period agreed by parties. Article 148 of the Iranian Maritime Code stipulates that amounts payable for delay are to be borne by the negligent carrier. If the carrier fails to deliver the goods within the agreed period specified in the Rotterdam Convention, there is no relevant regulations. However, the Hamburg Convention (Article 11/5) contains such regulations.

RECOMMENDATIONS

It is suggested that the rules in Article 133 of the Iraqi Civil Code and Article 190 of the Iranian Civil Code should be harmonized with those set forth in Article 36 of the 2008 Rotterdam Convention. The revision requires that shippers truthfully give details about their cargo, whether at the point of embarkation (electronic or by paper form) or while in transit, thus leaving no loopholes for those who might use legalistic grounds to avoid punishment. This change would make carrier liability absolutely clear to all, resolving many disputes in cases of dangerous goods. Moreover, it would harmonize and bring into line with international standards for shipping practices.
Recommended continuing researching Amendment No.2 of 2005 to the Chinese Maritime Law, after completion of this work The centralization effect of late delivery might be neutralized in timeIterative recommendations for research by academics as well as practitioners are therefore proposed as a result of preliminary investigationAdditionally, a provision should be introduced to provide for cases in which no delivery time has been stipulated. This is a model taken from Article 11/5 of the Convention on the Carriage of Goods by Sea. In this way, the shipper will askops to achieve delivery after an appropriate period, in line with commercial practice and the conditions of goods; the result is that his right can be protected instead of remaining dependent on uncertain legal decisions.To reduce the difficulty for the carrier to prove that an injury is due to force majeure however requiring diligence, Equation (2) can recommend to change Article 55 of the Iranian Maritime Law and Article 211 from Iraqi Civil CodeFinally, articles 17 and 18 of the Rotterdam Appreciation Protocol are used as levers to translate claimants from having to prove whether an event occurred within liability's period into an explicit list of all conceivable force majeure events. This not only reduces lawsuits but also increases legal predictability.

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