

The Legal Foundations of a Transit Agent's Civil Liability to the Principal: An Analysis under Algerian Law

Dr. Yamina Kahloula

Senior Lecturer (Class A), University of Oran 2 Mohamed Ben Ahmed, Algeria,

Email: kahloulayamina1979@gmail.com

Received: 23/05/2026 | **Accepted:** 20/09/2026 | **Published:** 26/10/2026

Abstract

This article examines the legal foundations of a transit agent's civil liability to the principal under Algerian law. It addresses the legal questions raised by the agent's legal status and seeks to define the scope of liability toward the principal. This inquiry is especially important because Algerian legislation contains no specific provisions governing transit agents. By contrast, it expressly regulates accredited customs brokers.

The study first examines the nature of the transit agent's activities and the legal classification of the relationship with the principal. Both questions must be resolved before the agent's obligations and the applicable legal rules can be identified. It then considers the legal basis, conditions, and scope of civil liability. A distinction is drawn between acts performed by the agent and those carried out through third parties. The analysis also considers contractual clauses that seek to exclude liability or limit its extent.

Keywords: transit agent; civil liability; nature of professional activities; legal classification of the contractual relationship; basis of liability; contractual limitations of liability; contract of agency.

Introduction

The work of transit agents has become increasingly important in international trade. Transit agents facilitate the movement of goods and the procedures involved in crossing borders. They coordinate the parties involved and take the necessary steps to ensure that transit operations proceed under suitable conditions.

The Algerian legislature has not established a comprehensive legal regime for transit agents. There are no dedicated rules that define their activities, regulate their relationship with the principal, or set out their civil liability. It is therefore necessary to apply general legal rules. These rules provide a basis for determining the agent's legal status, the law governing the relationship with the principal, and the grounds and extent of civil liability.

The legal classification of the relationship between a transit agent and the principal is central to any study of civil liability. The nature of the agent's activities is equally important. Both matters help the court identify the applicable legal regime and determine the obligations arising between the parties.

The inquiry must also establish the legal basis, conditions, and scope of the agent's liability. This includes situations in which the agent relies on third parties to perform contractual duties. It also requires

an examination of contractual restrictions, particularly clauses that exclude or limit liability.

The legal classification of the relationship determines the rules that govern it and the obligations it creates. The nature of the transit agent's activities, in turn, defines the tasks assigned and the duties attached to them. A legal framework for liability cannot be established without understanding the actual relationship between the parties. Nor can a court assess a breach or the standard of conduct required of the agent without considering the nature of the work undertaken.

Accordingly, this study begins by clarifying the transit agent's legal position. It examines the nature of the agent's activities and the legal character of the relationship with the principal. These questions shape the agent's obligations and the legal basis of liability. The study also examines the limits that may be placed on that liability.

The central research question is therefore as follows:

How can the civil liability of a transit agent toward the principal be legally grounded under Algerian legislation?

To answer this question, the article is divided into two connected parts. Part I examines the legal nature of the transit agent's activities and the classification of the relationship with the principal. Part II addresses the basis, conditions, and scope of civil liability, together with the contractual restrictions that may apply.

In our view, the civil liability of a transit agent toward the principal cannot be examined without first identifying the legal nature of the activities involved. This is an essential step in determining the rules that govern the relationship between the agent and the person engaging the agent's services.

This question is particularly significant under Algerian law. The legislature has not created a separate legal regime for transit agents. Such a regime could clarify their relationship with the principal, the consequences of a breach of duty, and the legal basis of civil liability.

The discussion therefore begins with the Algerian legislature's approach to classifying transit activities. It then considers whether the relationship between the transit agent and the principal can be governed by one of the nominate contracts recognized by the Civil Code.

1. The Algerian Legislature's Approach to the Classification of Transit Activities

The transit agent's legal position cannot be determined without considering how Algerian law treats these activities. The starting point is the coexistence of several legal frameworks governing the agent's work. The discussion then examines how this plurality affects the agent's legal status in dealings with the principal.

A. The Multiple Legal Frameworks Governing Transit Activities

Regulating transit activities is important because agents facilitate international commercial operations. They connect traders with the different parties involved in transit and perform acts that produce legal consequences. Clear rules are therefore needed to determine the effects of those acts.

Regulation also contributes to certainty in commercial transactions. It identifies the parties' rights and obligations and defines the limits of their liability. Nevertheless, Algerian legislation does not provide a specific statutory framework for transit agents. In particular, it does not comprehensively define their relationship with the principal or the rules governing their civil liability.

The applicable rules therefore depend on the acts performed. Some activities may fall under the general provisions of the Civil Code. Others are subject to special rules, depending on the capacity in which the agent acts. Legal scholarship describes the transit agent as an intermediary who receives goods from a sea carrier during a journey involving several stages. The agent arranges their onward dispatch by another carrier, whether by sea or air. These tasks include legal acts. The agent receives the goods on

behalf of the client, concludes a subsequent carriage contract and an insurance contract in the client's name, completes customs formalities, and arranges storage until the goods are handed over for the next stage of the journey. These services are performed on the client's instructions in return for a commission¹.

The difficulty, then, is not a complete absence of legal provisions governing transit activities. It is the absence of a unified framework that establishes the agent's legal status across all activities. The nature of each legal relationship must therefore be examined before the agent's obligations and the rules on civil liability can be identified.

B. The Effect of Multiple Legal Frameworks on the Transit Agent's Legal Status

Because several legal frameworks may apply, a transit agent's legal status depends on the work performed, the obligation undertaken, and the capacity in which the agent acts. The professional title of "transit agent" is not enough to identify the applicable rules. The legal relationship between the agent and the other contracting party must also be examined.

A transit agent may, for example, undertake certain procedures associated with an accredited customs broker. These include following a shipment's file with the customs authorities, collecting customs documents, and completing required information. Such activities are subject to the special provisions governing customs brokerage. However, undertaking these procedures does not automatically confer the legal status of an accredited customs broker. That status depends on the statutory accreditation requirements².

This does not mean that a transit agent may carry out every customs operation. Some acts require specific legal qualifications and accreditation. For example, the agent may not submit a detailed goods declaration on behalf of another person without the special authorization required by law. The applicable legal regime determines who is qualified to perform this task.

The transit agent's legal status therefore varies with the activity and the capacity in which the agent acts. In the examples above, it is important to distinguish the general professional designation of a transit agent from the specific status of an accredited customs broker. The latter applies only when the legal requirements for accreditation are met.

The existence of several legal frameworks does not mean that transit activities are unregulated. Rather, each dispute must be assessed under the legal rules applicable to the particular case. This assessment depends on the nature of the obligation allegedly breached and the capacity in which the agent acted.

Identifying the relationship between the transit agent and the principal is thus essential. It provides the basis for determining their respective rights and duties and for classifying the agent's civil liability.

2. Legal Classification of the Relationship between the Transit Agent and the Principal

As explained above, transit agents may act in different capacities and may therefore be subject to different legal provisions. This does not prevent the relationship with the principal from being legally classified. The issue is especially relevant when the principal authorizes the agent to perform acts in the principal's name and on the principal's behalf.

The following discussion first considers whether this relationship can be classified as a contract of agency. It then examines the legal consequences of that classification.

A. Applying the Rules on Agency to the Relationship between the Transit Agent and the Principal

Whether the rules on agency apply depends on whether the relationship satisfies the requirements of a contract of agency. This question must be assessed in light of the agent's obligations and the parties' agreement. Article 571 of the Algerian Civil Code defines agency as the authorization of one person by another to perform an act in the principal's name and on the principal's behalf.

When a transit agent is authorized to act in the principal's name and on the principal's behalf, the relationship may be classified as agency. Consider an agent authorized to receive goods from a sea carrier in the name and on behalf of an importer. The agent is acting as the importer's representative under an authorization. This arrangement satisfies the elements of agency set out in Article 571 of the Algerian Civil Code.

Similarly, the owner of goods becomes the principal when authorizing a transit agent to conclude a contract or complete specified procedures in the owner's name and on the owner's behalf. The transit agent then acts as the owner's agent.

In every case, the manner in which the transit agent acts must be examined. A contract of agency exists where the agent acts under authorization in the principal's name and on the principal's behalf.

The position differs when the transit agent contracts in the agent's own name but on the principal's behalf. The agent then bears the legal consequences of the contract with the third party. This is because the agent appears as the contracting party. The contract creates rights and duties for the agent without establishing a direct contractual relationship between the principal and the third party.

For example, a transit agent may conclude a carriage contract with a carrier in the agent's own name but on behalf of an importer. The agent is then responsible to the carrier for performing the obligations under that contract. The relationship with the importer remains distinct. Because the agent acted in the agent's own name, an essential element of ordinary agency is absent. In our view, this relationship may qualify as commission agency where the relevant requirements are satisfied.

B. Legal Consequences of Applying the Rules on Agency

When the relationship is governed by a contract of agency, the transit agent must perform the assigned task within the limits agreed by the parties. Under the general rules, the agent must exercise the care expected of an ordinarily prudent person.

Whether the agent has fulfilled this obligation cannot be determined without considering the nature of the assigned activity. For example, a customs-related assignment may still be governed by a contract of agency. Yet the adequacy of its performance must be assessed by reference to the legal rules governing the customs procedure concerned.

Thus, an agent instructed to follow up a customs procedure must observe the procedures and deadlines imposed by customs law. Where the task is administrative, it must be performed in accordance with the rules governing that administrative activity.

If the task involves concluding a contract in the principal's name and on the principal's behalf, the agent must comply with the agreed instructions. The agent must not exceed the limits of the authority granted.

Classifying the relationship as agency does not mean that the rules on agency apply in isolation. The nature of the agreed activity remains relevant. The rules of agency operate alongside the specific rules governing the activity performed. Together, they establish both the content of the obligation and the standard by which its performance is assessed.

This distinction is crucial when examining civil liability. In our view, it is impossible to determine whether a transit agent has breached an obligation arising from the agency relationship **without first identifying the task and the legal rules that govern it.**

II. Civil Liability of the Transit Agent toward the Principal

The relationship between a transit agent and the principal raises legal questions about the performance of assigned obligations and the consequences of a failure to perform them. This part examines when civil liability arises and the contractual restrictions that may affect it.

1. When the Transit Agent Incurs Civil Liability

Two questions are central to the analysis. The first concerns the legal basis of the agent's liability toward the principal, given the nature of their relationship and the obligations it creates. The second is whether that liability extends to acts performed by a third party acting as the agent's substitute.

A. The Legal Basis of the Transit Agent's Liability toward the Principal

Where the relationship between the transit agent and the principal is classified as a contract of agency, it is governed by the general provisions of the Algerian Civil Code.

Accordingly, the transit agent owes a duty to exercise due care rather than an obligation to achieve a specified result. The agent is liable to the principal only if the principal proves a personal fault³. Such fault arises when the agent has failed to act as a competent and careful professional⁴.

French legal scholarship similarly regards the transit agent as the principal's representative. In this capacity, the agent does not take independent decisions on transport routes or the choice of subcontractors. The agent is not responsible for errors occurring during transport as such. Liability is limited to faults that are proved against the agent⁵.

A transit agent is answerable for all personal faults, regardless of their degree of seriousness⁶. Fault may consist of a failure to perform contractual obligations, defective performance, or a failure to follow the principal's instructions⁷.

A decision of the Nancy Court of Appeal illustrates the need to establish fault in the performance of contractual obligations. The court held a transit agent liable, not for failing to make reservations against the Italian company that had carried out the first stage of transport, but for breaching the duty to preserve goods kept in a storage depot. The damage resulted from the manner in which the goods had been stored, rather than from the transport operation itself⁸.

The Paris Court of Appeal also found a transit agent liable after the agent received two packages of fish and checked only their outward condition. The court considered that proper professional care required an examination of the contents before the goods were forwarded⁹.

In all cases, the principal must prove the transit agent's fault under the rules governing agency as a nominate contract in the Algerian Civil Code. This requires evidence that the agent failed to exercise the care ordinarily expected of a professional in the same field¹⁰.

If the principal cannot establish fault, the transit agent is not liable. The Aix-en-Provence Court of Appeal adopted this approach in a dispute concerning an alleged shortage of goods. It held that a shortage alone did not establish the transit agent's liability without proof of fault¹¹.

B. The Transit Agent's Liability for Delegating Performance to Third Parties

The transit agent's liability is not limited to duties performed personally. It may also arise when the agent entrusts all or part of those duties to another person¹². The question is then how far the agent remains responsible for the substitute's acts and for the obligations owed to the principal under the contract of agency.

Because Algerian legislation contains no separate regime for transit agents, the general rules on agency must be applied. Article 580 of the Civil Code is particularly relevant. It governs cases in which an agent appoints another person to perform all or part of the obligations owed to the principal.

Article 580 requires a distinction between two situations: where the principal has authorized the appointment of a substitute and where no such authorization has been given.

If the principal has not authorized substitution, the transit agent is responsible for the substitute's acts as though the agent had performed them personally. Under Article 580(1) of the Algerian Civil Code, the agent and the substitute are jointly and severally liable in this situation.

Where the principal has authorized the transit agent to delegate performance, a further distinction is necessary. The substitute may have been selected by the principal or by the agent. If the principal authorizes substitution without naming the substitute, the agent is liable only for fault in choosing that person or for fault in the instructions given. This follows from Article 580(2) of the Algerian Civil Code.

By contrast, a transit agent is not liable for the faults of a substitute appointed by the principal. The principal may then pursue that substitute directly. In practice, however, principals often bring proceedings against the original agent, who is their contractual counterpart. This is especially common when the substitute is based abroad¹³.

The transit agent must nevertheless supervise a substitute during performance. Failure to do so may make the agent liable alongside the substitute. This issue arose before the Paris Court of Appeal. A transit agent had received instructions to re-ice wagons carrying vegetables from Italy. The agent entrusted the task to a specialist. When the goods arrived, they showed signs of deterioration because the re-icing had not been carried out.

The substitute admitted having received the instruction. Even so, the Paris Court of Appeal held the transit agent partly liable for the damage. The agent should not merely have passed on the instruction. The agent was also expected to monitor the substitute and verify that the re-icing had actually been completed¹⁴.

2. Contractual Restrictions on the Transit Agent's Liability

The legal basis of liability depends on the nature of the transit agent's activities and the relationship with the principal. Nevertheless, the parties may agree to exclude or restrict that liability. Such clauses reflect the principle of freedom of contract.

Contractual restrictions are not unlimited. Their enforceability depends on legal requirements that determine when the transit agent may rely on them and when such reliance is prohibited.

A. Enforceability of Contractual Limitations of Liability

In the absence of special legislation, the enforceability of contractual limitations on a transit agent's liability must be assessed under the general provisions of the Algerian Civil Code. Article 59 requires corresponding expressions of consent by both parties for a valid contract¹⁵. Article 60 recognizes oral statements, writing, and other means of expressing intention. Article 61 adopts the general principle that awareness of an expression of intention is established upon its receipt.

Article 60 indicates that a contractual restriction does not, as a general rule, have to be in writing to be valid. In our view, however, clear and legible wording in the contract enables the principal to understand the clause and makes it easier to establish consent. It also facilitates proof of the agreement under the general rules of consent and evidence.

The principal must therefore know of a written clause that excludes or limits the transit agent's liability before the contract is concluded, or at least at the time of conclusion. The principal must also be able to express acceptance or rejection.

The French Court of Cassation set aside a decision of the Paris Court of Appeal on this issue. It considered the judgment to lack a proper legal basis because the court had applied a limitation of liability printed on a transport document without establishing whether the principal knew of and accepted the clause¹⁶.

An exclusion or limitation clause must also be clear and legible. French courts have declined to enforce clauses that are unclear or unreadable. The Paris Court of Appeal, for example, refused to apply a limitation printed on the reverse of a transport document because nothing on the front alerted the reader to its presence¹⁷. By contrast, the Lyon Court of Appeal applied a limitation even though the text appeared in

small print. It was preceded by the word "IMPORTANT" in capital letters and quotation marks, which drew attention to the clause¹⁸.

The clause must also identify the subject matter to which the exclusion or limitation applies. For example, a clause limiting liability for transport does not necessarily cover a breach of duties relating to custody or the preservation of goods.

B. Circumstances in Which Contractual Limitations Are Unenforceable

French case law has established that gross fault can prevent the application of contractual clauses that exclude or limit a transit agent's liability. A serious breach of professional obligations may therefore deprive the agent of the protection of such terms.

French judicial decisions illustrate this principle. In one situation, adequate security measures had not been taken despite repeated thefts¹⁹. In another, an agent accepted goods whose weight exceeded the capacity of the available transport equipment without taking the necessary precautions²⁰.

These decisions show that gross fault does not follow from every failure to perform a duty. It depends on the seriousness of the agent's conduct and the extent of the departure from the care required of a professional. The courts assessing the facts determine whether contractual clauses excluding or limiting liability may be applied.

Algerian law contains no dedicated provisions identifying when such clauses are unenforceable against a transit agent. The answer must therefore be sought in the general rules of the Civil Code. Articles 178 and 182, together with Articles 183, 184, and 185, are particularly relevant to their scope and legal effects.

Article 178 allows parties to agree that a debtor will be exempt from liability for non-performance of a contractual obligation. It excludes, however, liability arising from the debtor's own fraud or gross fault. The provision also permits an exemption in respect of fraud or gross fault committed by persons whom the debtor uses to perform the obligation.

The Algerian legislature thus distinguishes a debtor's personal fault from the fault of those assisting in performance. This distinction is important for transit agents. They may perform contractual duties themselves or rely on third parties for particular operations, as discussed above in relation to substitution.

A transit agent may not invoke a clause that excludes liability for the agent's own fraud or gross fault. The agent may, however, stipulate an exemption for fraud or gross fault committed by persons engaged to assist in performance. This follows from Article 178 of the Algerian Civil Code.

Where compensation is fixed by agreement, Article 183 of the Algerian Civil Code permits the parties to determine its amount in advance. They may do so in the contract itself or in a subsequent agreement. A transit agent and the principal may therefore agree on the compensation payable for a breach of duty.

This freedom is not absolute. Under Article 184, agreed compensation is not payable if the debtor proves that the creditor suffered no loss. The court may also reduce the agreed amount if it is excessive or if the principal obligation has been performed in part.

Article 185 provides that, where the loss exceeds the agreed compensation, the creditor cannot claim a higher amount unless fraud or gross fault by the debtor is proved. The principal may therefore recover more than the agreed sum only if two conditions are met: the actual loss exceeds that sum, and the transit agent committed fraud or gross fault.

Finally, under Article 182 of the Algerian Civil Code, a transit agent who has not committed fraud or gross fault is liable only for loss that was foreseeable when the contract was concluded. This general provision applies to the agent's relationship with the principal because Algerian legislation contains no special rule governing transit agents.

Conclusion

This study of the legal foundations of a transit agent's civil liability toward the principal under Algerian law leads to the following findings and proposals.

I. Findings

- The absence of special legislation governing transit agents does not prevent the legal basis and rules of their liability from being established. The general provisions of the Civil Code remain applicable. Their application must account for the contractual relationship with the principal and the duties it creates. Those duties must be performed in accordance with the contract and the legal rules governing the activity concerned.

- The civil liability of a transit agent cannot be properly assessed without examining the nature of the agent's activities and the legal classification of the relationship with the principal. Both questions are essential to identifying the agent's obligations, the standard used to assess breach, and the legal rules governing liability.

- The transit agent's liability is not confined to personal fault. It may also extend to cases in which another person is appointed to perform all or part of the contractual duties. The applicable rule depends on the nature of the substitution and the extent of the principal's authorization.

- Clauses intended to exclude or limit liability do not operate without restriction. Their enforceability depends on the nature and seriousness of the fault and on the legal limits of the parties' freedom to define their liability by agreement.

II. Proposals

- Addressing the civil liability of transit agents does not necessarily require a separate statutory regime. What is needed is careful application and interpretation of the general legal rules in a manner that reflects the particular features of transit activities.

On this basis, the following measures are proposed.

- Legal scholarship on transit agents' liability should be encouraged, and relevant judicial decisions should be made more accessible. Both would help clarify how general rules apply to disputes arising from the relationship between agents and their principals.

- Contracts between transit agents and their principals should be drafted with greater precision. Clear identification of the agent's tasks would reduce disputes over the interpretation and performance of the contract.

- When applying general legal rules, courts should take account of the particular nature of transit activities. The assessment of a contractual breach should reflect the assigned task, the conditions under which it was performed, and the professional standards relevant to that task.

- Comparative legal research should be expanded. The doctrinal and judicial solutions developed elsewhere can help address unresolved questions about transit agents' liability. They can also improve the interpretation and application of the general rules of Algerian law.

References

1. Legislation

- Executive Decree No. 10-288 of 14 November 2010 on persons qualified to lodge detailed goods declarations, issued pursuant to Law No. 79-07 of 21 July 1979 containing the Customs Code, as amended and supplemented.

- Algerian Civil Code, promulgated by Ordinance No. 75-58 of 26 September 1975, as amended and supplemented.

2. Books

- Bauchet, Pierre. *Le transport international dans l'économie mondiale*. Economica, Paris, 1991.
- El-Shahawi, Qadri Abdel Fattah. *Ahkam Aqd al-Wakala fi al-Tashri' al-Misri wa-al-Muqaran* [Rules Governing Agency Contracts in Egyptian and Comparative Law]. Munsha'at al-Ma'arif, Alexandria, 2000.
- Filali, Ali. *Al-Iltizam: al-Nazariyya al-Amma lil-Aqd* [Obligations: The General Theory of Contract]. Mofem Publishing, Algiers, n.d.
- Hassan, Suzan Ali. *Mas'uliyat al-Wakil bi-al-Umula lil-Naql fi al-Naql al-Dakhili wa-al-Duwali wa-al-Muta'addid al-Wasa'it* [Liability of the Transport Commission Agent in Domestic, International, and Multimodal Transport]. Al-Ma'arif, Alexandria, 1999.
- Ibrahim, Medhat Hafez. *Sharh Qanun al-Tijara al-Bahriyya al-Jadid: Dirasa Fiqhiyya Qada'iyya* [Commentary on the New Maritime Commercial Law: A Doctrinal and Judicial Study]. 1st ed., Dar Gharib, Cairo, 1991.
- Jamil, Iman. *Muqawilu al-Shahn, al-Wukala al-Bahriyyun wa-al-Muqawilun al-Bahriyyun* [Freight Contractors, Maritime Agents, and Maritime Contractors]. Dar al-Jami'a al-Jadida, Alexandria, n.d.
- Sultan, Anwar. *Masadir al-Iltizam: al-Mujaz fi al-Nazariyya al-Amma lil-Iltizam* [Sources of Obligations: A Concise Account of the General Theory of Obligations]. Al-Nahda al-Arabiyya, 1983.

3. Theses and Academic Dissertations

- Benamar, Mohamed. *Les auxiliaires de transport maritime: étude comparée*. Doctorat d'État thesis, Faculty of Law and Political Science, Marseille, 1994.
- Leopold, H. *Rôle et mission du transitaire en matière du transport maritime*. D.E.S.S. dissertation, Aix-en-Provence, 1991.

4. Judicial Decisions

- Paris Court of Appeal, undated judgment, B.T., 1991.
- Paris Court of Appeal, judgment of 3 February 1976, B.T., 1976.
- Paris Court of Appeal, judgment of 14 January 1983, B.T., 1983.
- French Court of Cassation, judgment of 3 December 1985, B.T., 1986.
- Nancy Court of Appeal, judgment of 14 January 1988, B.T., 1988.
- Aix-en-Provence Court of Appeal, unpublished judgment of 13 May 1988.

Notes

¹ Medhat Hafez Ibrahim, *Commentary on the New Maritime Commercial Law*, 1st ed., Cairo, 1991, p. 200.

² Executive Decree No. 10-288 of 14 November 2010 on persons authorized to lodge detailed goods declarations, issued pursuant to Law No. 79-07 of 21 July 1979 containing the Customs Code, as amended and supplemented.

³ Iman Jamil, *Freight Contractors, Maritime Agents, and Maritime Contractors*, Dar al-Jami'a al-Jadida, Alexandria, p. 64.

⁴ Mohamed Benamar, *Les auxiliaires de transport maritime: étude comparée*, Doctorat d'État thesis, Faculty of Law and Political Science, Marseille, 1994, p. 354.

⁵ Pierre Bauchet, *Le transport international dans l'économie mondiale*, Economica, Paris, 1991, p. 327.

⁶ Medhat Hafez Ibrahim, *Commentary on the New Maritime Commercial Law: A Doctrinal and Judicial Study*, 1st ed., Dar Gharib, Cairo, 1991, p. 203.

⁷ Qadri Abdel Fattah El-Shahawi, *Rules Governing Agency Contracts in Egyptian and Comparative Law*, Munsha'at al-Ma'arif, Alexandria, 2000, p. 386.

-
- ⁸ Nancy Court of Appeal, judgment of 14 January 1988, B.T., 1988, p. 439.
- ⁹ Paris Court of Appeal, undated judgment, B.T., 1991, p. 654.
- ¹⁰ Suzan Ali Hassan, Liability of the Transport Commission Agent in Domestic, International, and Multimodal Transport, Al-Ma'arif, Alexandria, 1999, p. 163.
- ¹¹ Aix-en-Provence Court of Appeal, unpublished judgment of 13 May 1988.
- ¹² For the definition of representation in contracting, see Anwar Sultan, Sources of Obligations: A Concise Account of the General Theory of Obligations, Al-Nahda al-Arabiyya, 1983, p. 26.
- ¹³ Benamar, *op. cit.*, p. 363.
- ¹⁴ Paris Court of Appeal, judgment of 14 January 1983, B.T., 1983, p. 318.
- ¹⁵ Ali Filali, Obligations: The General Theory of Contract, Mofem Publishing, Algiers, p. 113.
- ¹⁶ French Court of Cassation, judgment of 3 December 1985, B.T., 1986, p. 198.
- ¹⁷ Benamar, *op. cit.*, p. 370.
- ¹⁸ *Ibid.*, p. 371.
- ¹⁹ H. Leopold, Rôle et mission du transitaire en matière du transport maritime, D.E.S.S. dissertation, Aix-en-Provence, 1991, p. 30.
- ²⁰ Paris Court of Appeal, judgment of 3 February 1976, B.T., 1976, p. 188.