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TRANS/WP9/26

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5 February 1954

Original: FRENCH

ECONOMIC COMMISSION FOR EUROPE

INLAND TRANSPORT COMMITTEE

Sub-Committee on Road Transport

At the request of certain delegations and in agreement with the Chairman of the Joint Meeting, a slight change has been made in paragraph 5 of the report adopted by the Meeting in order to make it clear that the question of an international system of guarantees for the coverage of risks should only arise where the regulations in force in the various countries prescribe formalities or dues for foreign vehicles under the compulsory insurance system.

This clarification is of some importance as regards the application of Annexes E to the Set of Rules, since the provisions on compulsory third-party risk insurance contained therein refer to the regulations in force in the countries traversed, and these regulations mostly prescribe formalities and dues for foreign motorists. Compulsory insurance covering the carrier's liability for total or partial loss of or damage to the goods carried is not provided for in the national regulations of European countries. Although Annex E.1. breaks fresh ground in introducing this new insurance obligation, it does so merely by requiring the carrier to take out and keep up an insurance policy, making no provision for special formalities regarding the international extension of the validity of the policy.

In the light of this situation, the following phrase has been inserted in the fourth sentence of paragraph 5 of the Joint Meeting's report: "... if international transport is subject to formalities and dues under the compulsory insurance system ...".

(TRANS/WP14/41).

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INLAND TRANSPORT COMMITTEE

Sub-Committee on Road Transport

Working Party on Legal Questions  
(Seventh session)

Working Party on the Development and Improvement  
of Transport of Passengers and Goods by Road  
(Sixth session)

REPORT OF THE WORKING PARTIES ON THEIR SECOND JOINT MEETING

1. The Working Party on Legal Questions and the Working Party on the Development and Improvement of Transport of Passengers and Goods by Road held their second joint meeting from 25 to 29 January 1954. Mr. B. Tapernoux (Switzerland) was elected Chairman. Representatives participated from Austria, Belgium, France, Italy, the Netherlands, Sweden, Switzerland, the United Kingdom, the Western Zones of Germany, and Yugoslavia.\* Representatives of the following international organizations also took part\*: Central Office for International Transport by Rail, International Institute for the Unification of Private Law, International Chamber of Commerce (ICC), and International Road Transport Union (IRU).
2. On the proposal of the Swiss delegation (TRANS/WP9/24, supported by the Austrian delegation, the Joint Meeting decided to reconsider the clause in Annexes E to the Set of Rules appended to the General Agreement on Economic Regulations for International Road Transport (E/ECE/TRANS/SC1/183) (Insurances to be taken out), dealing with the power to exempt public undertakings from compulsory insurance.

\* See list of delegations (TRANS/WP9/25 )  
(TRANS/WP14/41).

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3. On the proposal of the expert from the Western Zones of Germany, the Joint Meeting also decided to draw up a text for Annex H to the Set of Rules indicating the entries to be made in the document accompanying transport.

4. The Joint Meeting adopted the agenda prepared by the Secretariat (TRANS/WP9/23) with the above additions.

#### ANNEXES TO THE SET OF RULES

##### I. Insurances to be taken out

5. The Joint Meeting noted that the text of paragraph 3 of Annex E.1 and the corresponding paragraph 2 of Annex E.2 might be misunderstood (E/ECE/TRANS/SC1/183). The text should, in fact, apply only to the power of governments to exempt from the compulsory insurance prescribed in Annex E certain undertakings, such as public undertakings, which are considered capable of acting as their own insurers. However, just as an insurance policy valid in one country need not be automatically recognized in others, so also exemption from compulsory insurance in one country cannot apply automatically elsewhere. The extension to other countries of the validity either of an insurance policy or of exemption from compulsory insurance implies (if international transport is subject to formalities and dues under the compulsory insurance system) an international agreement which, like the international insurance scheme for third-party risks set up under Resolution No. 43 of the Sub-Committee on Road Transport (E/ECE/TRANS/336), provides other countries with a guarantee that any claims for damage or injury caused in their territory in the course of international transport of passengers or goods will be duly settled on the same terms as if the policy had been taken out in the country in which the damage or injury occurred.

The Joint Meeting noted the particulars supplied by the Swiss Government regarding the agreement between the Federal authorities and the Swiss Insurance Bureau under which the latter issues free of charge to the Confederation and Cantons, whose vehicles are exempt from compulsory insurance, the requisite number of international cards drawn up in accordance with Resolution No. 43 of the Sub-Committee on Road Transport (E/ECE/TRANS/336), while the former undertake to refund any expenses incurred by the Bureau in settling claims for accidents caused abroad by vehicles with such cards.



6. The expert from the Western Zones of Germany reserved the right to submit this question to the competent authorities of the Zones.

7. The Joint Meeting accordingly felt that paragraph 3 of Annex E.1 and paragraph 2 of Annex E.2 should be re-worded as follows:

"Undertakings, such as public undertakings, considered capable of themselves covering the risks mentioned in paragraphs 1 and 2 above [in the case of Annex E.2 it will be 'paragraph 1 above' only] may be exempted by the competent authorities of the country of registration from the obligation to take out and keep up the insurance policies required under the said paragraph(s) [in the case of Annex E.2 this will be in the singular]. This power may in no case be delegated to a professional organization under the provisions of Article 7 of the General Agreement."

8. In view of this change in the text of paragraph 3 of Annex E.1 and paragraph 2 of Annex E.2, the Joint Meeting felt that it would be necessary to alter paragraph 39 of the Consolidated Report on the General Agreement on Economic Regulations for International Road Transport (E/ECE/TRANS/SC1/187) as follows:

"The undertakings which may be exempted by the competent authorities of the country of registration from the obligation to take out and keep up the insurance policies required under paragraphs 1 and 2 of Annex E.1 and paragraph 1 of Annex E.2 are those which have obtained from the said authorities permission to be their own insurers, wholly or in part. If the 'self-insurance' is only partial, they must comply with ordinary law for the coverage of additional risks. Owing to the diversity of legislation on the subject and the different possibilities, it was impossible to give a more precise definition of the undertakings concerned; 'public undertakings' are therefore mentioned only as an example. The representative of Denmark was of the opinion that only State-owned or State-controlled undertakings should be granted this privilege."

## II. Waybill

9. In the Joint Meeting's view the object of having provisions governing the waybill inserted as an annex to the Set of Rules is twofold. In the first place, the aim is to prescribe the use of a uniform waybill in the relations between the parties to the international transport contract. To this end, the Joint Meeting adopted an article 1



providing that the carrier must see to it that such a waybill is made out and specifying the number of copies. Secondly, under Article 6, paragraph 4, of the Set of Rules, in order to reduce the number of documents which might be required for international transport, a copy of the waybill can be used as a control document, unless carriers themselves prefer to use for the purpose some other document the entries on which would also be specified in an annex to the Set of Rules. The Joint Meeting had this dual purpose in mind when it drew up Annex D.1 concerning the waybill.

10. Article 2 of Annex D.1 prescribes a series of particulars concerning the relations between the parties to the transport contract which must invariably appear on the waybill. It also provides that certain particulars must be entered on the waybill "where applicable", i.e., if the circumstances are as stated. Further, it allows the parties to the contract to enter on the waybill any other particulars they may deem useful. Finally, the Joint Meeting defined a series of particulars which, although outside the transport contract, are regarded as essential for administrative control purposes; but these need only appear on the waybill if the carrier decides to use a copy as a control document under Article 6, paragraph 4, of the Set of Rules.

11. The Joint Meeting admitted that the use of the waybill as a control document might in some circumstances give rise to difficulties, e.g., in regard to the necessity for entering on the control document particulars of the vehicles used - because the waybill, as an instrument of the transport contract, frequently covers consignments carried by several vehicles. In this connexion reference was made to the carrier's right to make out a single waybill to cover several lorries, and also to transloading problems. It was stated in reply that the carrier could still make out a single waybill covering all consignments coming under one and the same transport contract if he used for each vehicle or group of vehicles a control document conforming to the provisions of Annex H.1.

12. In drafting the entries concerning the relations between the parties to the transport contract, the Joint Meeting took as its basis of discussion Article 1 of the proposals submitted by the Small Committee of Legal Experts (W/TRANS/SC1/123/Rev.1). The text produced by the Joint Meeting on the basis of that document and of the proposals made during discussion concerning administrative entries on the waybill in the event of its being used as a control document is annexed to this report (Annexes H.1 and H.2).

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13. Detailed discussion produced the following comments and decisions:

(a) Since, as was observed by various representatives, the naming of the places of departure and destination did not adequately define the beginning and the end of the obligations arising out of the transport contract, the Joint Meeting decided that, among the entries in the waybill referring exclusively to the relations between the parties to the transport contract, the places of departure and destination should be replaced respectively by the place where the goods were taken over and the place designated for delivery, these terms being used to delimit the carrier's liability, in the Draft Convention concerning the Contract for International Transport of Goods by Road (TRANS/WP/22). But since, in addition, the operations to which the General Agreement on Economic Regulations for International Road Transport does or does not apply are determined by the places of departure and destination, the Joint Meeting decided that both these items should appear in the portion of the waybill which need only be completed if the waybill is to be used as a control document. So that the carrier need not make superfluous entries on the waybill, it was also decided that the places of departure and/or destination should only be given when either or both differed from the place where the goods were taken over and/or the place designated for delivery.

(b) In order to permit the use in countries where they are legal of waybills representing a title to the goods, the Joint Meeting decided, but without prejudice to any later decision on the actual admissibility of such waybills for international road transport in other countries, to amplify paragraph 1 (e) by providing that the waybill should contain the name and address of the consignee or other receiver.

(c) The Joint Meeting discussed at length where the time-limit for completing the transport operation should be entered. In accordance with a decision by the Working Party on Legal Questions (E/ECE/TRANS/SC1/130) the Small Committee had made this item one of the entries which must invariably appear on the waybill, with the proviso that, if no time-limit was expressly agreed, the words "no pre-arranged time-limit" should be entered. Against this it was argued that, since no time-limit is now set in the vast majority of international road transport operations, it would be better to place this entry among those which need only appear on the waybill where applicable. But those in favour of the method recommended by the Small Committee



said that it was much sounder psychologically in that it stressed the advantage to the user of agreeing a time-limit with the carrier. It was generally recognized that from the legal point of view there was virtually no difference between the two methods. It was finally decided as a compromise that the item should appear among the entries in the second category, i.e. those which need only be given on the waybill "where applicable", with a footnote stating that the absence of any entry under this item was equivalent to the entry: "no pre-arranged time-limit".

(d) The Joint Meeting decided to delete the following particulars from the list which the Small Committee proposed for inclusion, where applicable, in the waybill: route to be followed (paragraph 2 (a)), names and addresses of subsequent carriers (paragraph 2 (c)) and request for a check of the contents of the packages (paragraph 2 (h)). These, it was held, were matters for private agreement between the parties to the contract and seemed to be of no great importance in present road transport conditions. In addition, as stated in Annex D.1, the parties were always at liberty to make any entry they considered essential from the point of view of their transport contract.

(e) The expert from the Western Zones of Germany had requested the inclusion among the entries referring to the contractual relationship between the parties to the transport contract, of a reference to the receipt to be given by the consignee. This proposal was rejected by the Joint Meeting because a receipt which could only be given on completion of the transport operation would be out of place in the waybill, which had to be made out when the transport contract was concluded. For the same reason, the Joint Meeting felt unable to accept the proposal of the expert from the Western Zones of Germany that the date of unloading should be included among the entries. It likewise saw no need to have the date of loading entered.

(f) On the proposal of the expert from the Western Zones of Germany, it was decided to include the mileage charged for among the administrative entries. The representatives of Belgium, France and Italy reserved the position of their governments on this point. In their view, such a provision was justified in countries which imposed a compulsory tariff on road transport in their territory, but not in others. They also doubted the possible statistical value of such an entry. The French representative made a general reservation on the use of road transport control documents for statistical purposes.



(g) The expert from the Western Zones of Germany would also have welcomed the inclusion among the administrative entries, for Customs control purposes, of the railway stations of departure and destination, for calculation of the tariff. In reply, it was pointed out that such an entry might be appropriate in private tariff agreements but could not in present circumstances be included in an Annex to the Set of Rules.

(h) The Austrian representative trusted that, for statistical purposes, when an international agreement was concluded on a uniform goods nomenclature, the latter would be used by carriers in drawing up their waybills.

14. The Joint Meeting emphasized that its adoption of the text of Annex D.1 was without prejudice to the form of the waybill. When the General Agreement had entered into force, the IRU would have to adapt its proposed waybill to the provisions of that Annex. In this connexion, several representatives of governments requested that space be left in the waybill for remarks by the competent authorities and for official stamps. In order to take account both of the administrative control requirements set out in the provisions of the Set of Rules concerning the numbering of the waybill and the control document, and of any requirements as to the form of the waybill, it was decided that, where the waybill used by carriers had a different system of numbering from that provided in Annex D.1, the number from Annex D.1 would be shown clearly against each entry in the waybill, so that control officials could easily find the entries with which they were concerned.

15. Article 2 of the texts submitted by the Small Committee (W/TRANS/SC1/123/Rev.1) was dropped, the Joint Committee considering that the decision referred to in paragraph 13 (b) above was sufficient for the purposes of the Set of Rules.

### III. Documents accompanying transport for hire or reward and transport on own account

16. The Joint Meeting adopted texts for Annex H.1 concerning entries to be made in the document accompanying transport for hire or reward and for Annex H.2 concerning entries to be made in the document accompanying transport on own account. These texts are annexed to the present report.

17. With regard to the name and address of the consignor (item 2 of Annex H.1), it was explained that this entry would not be required on the control document in the



case of an empty haul. Where packages were bulked, but not by the carrier himself, the latter could name the person who had arranged the bulking as the consignor and the person responsible for delivering the packages as the consignee.

18. Annex H.2 was so drafted that the carrier need make only such entries as are absolutely necessary for the control of that category of transport.

#### IV. Carrier's liability

19. The Joint Meeting had too little time to discuss this question thoroughly, so that it merely considered whether enough progress had been made on certain questions to justify their examination at the session which the Inland Transport Committee proposed holding for the purpose on 17 May 1954, and if so what those questions were.

20. The Joint Meeting took as a basis for discussion the texts prepared by the Small Committee of Legal Experts (W/TRANS/SC1/123/Rev.1).

21. The Joint Meeting decided that Articles 1, 2, 3 and 6 of the Small Committee's draft might usefully be considered with a view to the inclusion, in Annex D to the Set of Rules, of the provisions concerning the questions referred to therein.

22. Article 4 gave rise to a discussion on the possibility of reaching agreement on the maximum compensation payable by the carrier for loss of or damage to the goods. Without prejudice to any other proposals for settling the amount of the carrier's liability, the Joint Meeting examined with interest a suggestion put forward by the IRU representative and supported by the ICC representative, each speaking in his personal capacity.

23. The suggestion was that different ceilings should be fixed for the total amount of the carrier's liability and the amount for which he would be required to take out insurance. The former amount would be 25 gold francs (franc weighing 10/31 grammes nine-tenths fine) per kilogramme of total gross weight as entered in the waybill and the latter 5 gold francs.

24. The Joint Meeting invited the representatives of the two organizations concerned to submit their suggestion to the competent bodies as soon as possible and to notify the Secretariat of any decisions taken on the matter so as to give governments time to examine any proposals on which agreement might have been reached between the parties concerned.



25. The expert from the Western Zones of Germany thereupon pointed out that in his country the present ceiling for road carrier's liability was very high, namely 80 DM per kilogramme of gross weight short, the Order fixing that figure being however in process of revision. Despite other views to the contrary, that amount had not been found in Western Germany to result in high insurance premiums constituting an excessive burden on transport costs. Hence, the German road carriers would consider themselves placed at a disadvantage as compared with the railways if the amount of their liability were fixed at a rate far below that laid down in the CIM for the railways (100 gold francs per kilogramme of gross weight short). Should the international road carrier's liability be fixed at a far lower level, the authorities in the Western Zones of Germany would therefore seek to reserve the right to fix a higher amount for their own transport undertakings.

26. The Joint Meeting also decided to devote further consideration at its next session to Article 5 of the proposals submitted by the Small Committee, (W/TRANS/SC1/123/Rev.1), although the Netherlands delegation questioned the value of such a provision.

27. It was understood that article 20 of the Preliminary Draft Convention concerning the Contract for International Transport of Goods by Road, prepared by the Committee of Legal Experts (TRANS/WP9/22), would also be studied by governments in preparation for the session in May.

28. The ICC representative requested that governments should also consider the advisability of accepting article 42 of the Preliminary Draft concerning nullity of stipulations contrary to the Convention, while the IRU representative made the same request as regards article 28 concerning extra-contractual claims.

29. The United Kingdom representative stated that to give effect to the proposed Annex D on the waybill and carrier's liability which was to be included in the Set of Rules would necessitate considerable legislation so far as his country was concerned. The volume of road goods transport for hire or reward between the United Kingdom and the Continent was slight, so that the Annex could have little practical application. Accordingly, since there would be insufficient grounds for such legislation, the United Kingdom Government, which would like if possible to sign the General Agreement, was compelled to ask whether the other governments would be



prepared to accept, at the time of signature of the General Agreement, a reservation to the effect that Annex D as a whole should not apply to transport operations into and out of the United Kingdom. The other delegations considered that any such reservation entered by the United Kingdom Government within the time-limits fixed by the Sub-Committee on Road Transport could at all events apply only to United Kingdom territory, and that United Kingdom carriers plying to countries parties to the General Agreement would be subject to the regulations in force there, including the provisions of Annex D; while foreign carriers plying to the United Kingdom would not be required to substitute another document for the waybill referred to in Annex D and would remain subject, under item 11 of the waybill, to the provisions concerning liability contained in that Annex.

30. The Belgian representative proposed that, since certain of its provisions would hardly be applicable to removals, Annex D should not apply to such transport.

Date of the next session of the Joint Meeting

31. In accordance with the Inland Transport Committee's decision, the Joint Meeting is to convene on 17 May to examine the above-mentioned points with a view to completing Annex D by the inclusion of suitable provisions concerning carrier's liability.



Annex D.1 to the Set of Rules  
WAYBILL (LETTRE DE VOITURE)

Article 1

1. The carrier shall be responsible for seeing that a waybill is made out.
2. The waybill shall be made out in three copies. The first shall be handed to the consignor, the second shall accompany the goods and the third shall be retained by the carrier. Additional copies of the waybill may be prepared for the convenience of the consignor or the carrier.

Article 2

1. The waybill shall contain the following particulars:
  - (1) the place and date of issue of the waybill;
  - (2) the name and address of the consignor;
  - (3) the name and address of the carrier;
  - (4) the place where the goods are taken over and the place designated for delivery;
  - (5) the name and address of the consignee or other receiver;
  - (6) a description of the goods and the method of packing;
  - (7) the number of packages and their special marks and numbers;
  - (8) the gross weight of the goods or their quantity otherwise expressed;
  - (9) the transport charge and other charges;
  - (10) the requisite instructions for Customs and other formalities;
  - (11) a statement that the transport operation is subject, notwithstanding any clause to the contrary, to the provisions of Annexes D to the Set of Rules of the General Agreement on Economic Regulations for International Road Transport.
2. Where applicable, the waybill shall contain the following particulars:
  - (12) a statement that no transloading is allowed;
  - (13) the charges for which the consignor would assume liability;
  - (14) the amount of cash to be collected on delivery of the goods;
  - (15) a declaration of the value of the goods and a declaration of special interest in delivery;



- (16) the consignor's instructions to the carrier regarding insurance of the goods;
  - (17) the agreed time-limit within which the transport operation must be completed\*;
  - (18) a list of the documents handed to the carrier to accompany the second copy of the waybill.
3. The parties may enter on the waybill any other particulars they deem useful.
4. Where a copy of the waybill is used as a control document under the terms of Article 6, paragraph 4 of the Set of Rules, it shall also contain, without prejudice to the relations between the parties to the transport contract, the following particulars:
- (19) the type of coachwork;
  - (20) the carrying capacity (as defined in Article 4, paragraph 5, of the Set of Rules);
  - (21) the registration number of the vehicle, or, where that is not sufficient to identify the vehicle, the chassis number;
  - (22) the mileage charged for;
  - (23) the place of departure and the destination of the vehicle or vehicles performing an international transport operation (to be filled in only where the place of departure and/or of destination differs from the place where the goods are taken over and/or the place designated for delivery);
  - (24) the frontier crossing point(s).

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\* The absence of any entry under this item is equivalent to the entry:  
"No pre-arranged time limit".



Annex H.1 to the Set of Rules

ENTRIES TO BE MADE IN THE DOCUMENT ACCOMPANYING TRANSPORT FOR  
HIRE OR REWARD\*

- (1) The place and date of issue of the document;
- (2) the name and address of the consignor\*\*;
- (3) the name and address of the carrier;
- (4) the place where the goods are taken over and the place designated for delivery;
- (5) the name and address of the consignee or other receiver;
- (6) a description of the goods;
- (8) the gross weight of the goods or their quantity otherwise expressed;
- (9) the transport charge and other expenses;
- (19) the type of coachwork;
- (20) the carrying capacity (as defined in Article 4, paragraph 5, of the Set of Rules);
- (21) the registration number of the vehicle or, if necessary, the chassis number;
- (22) the mileage charged for;
- (23) the place of departure and the destination of the vehicle or vehicles performing an international transport operation (to be filled in only where the place of departure and/or of destination differs from the place where the goods are taken over and/or the place designated for delivery);
- (24) the frontier crossing point(s).

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\* The numbering of the items is the same as in the waybill dealt with in Annex D.1.

\*\* To be left blank in the case of empty hauls.



Annex H.2 to the Set of Rules

ENTRIES TO BE MADE IN THE DOCUMENT ACCOMPANYING

TRANSPORT ON OWN ACCOUNT

- (1) The place and date of issue of the document;
- (2) the name, address and business of the carrier;
- (3) where appropriate, the name, address and business of the person or persons other than the carrier from whom the goods are taken over and/or to whom they are to be delivered;
- (4) the place(s) of loading;
- (5) the place(s) of unloading;
- (6) a description of the goods;
- (7) the gross weight of the goods or their quantity otherwise expressed;
- (8) the type of coachwork;
- (9) the carrying capacity (as defined in Article 4, paragraph 5, of the Set of Rules);
- (10) the registration number of the vehicle or, if necessary, the chassis number;
- (11) the mileage;
- (12) the frontier crossing point(s).