To the President of a scientific jury, appointed by order No. RD-38 313/03.07.2023. of the Rector of Sofia University "St. Kliment Ohridski", Sofia

REVIEW

by Valchin Zdravkov Daskalov PhD, Associate Professor of Civil and Family Law at the Faculty of Law of the UNWE, external member of the scientific jury

on: defence of the dissertation entitled "The Contract for Road Carriage of Goods", authored by Dimitar Kurtev Demirev, for the award of the degree of Doctor of Education and Science in the professional field 3.6 "Law" (scientific speciality "Civil and Family Law/Commercial Law")

Dear members of the Scientific Jury,

By decision of the Faculty Council of the Faculty of Law, Sofia University "St. Kliment Ohridski", Sofia. 20.06.2023 (Protocol №09/20.06.2023) I have been elected, and by order № RD-38-313/03.07.2023 of the Rector of Sofia University "St. Kliment Ohridski" and confirmed as an external member of the Scientific Jury for conducting an open session for the defence of the dissertation on "The Contract for Carriage of Goods by Road" with the author Dimitar Kurtev Demirev, for the award of the educational and scientific degree "Doctor" in the professional field 3.6. "Law" (scientific specialty "Civil and Family Law - Commercial Law").

I declare that I have no family relations with the candidate, and that I am not a co-author with him in joint works and publications.

In fulfilment of my duties as a member of the Jury, I submit this review.

I. General evaluation of the PhD student and the submitted dissertation

Dimitar Kurtev Demirev is enrolled as an independent doctoral student in the professional field 3.6. "Law" (scientific specialty "Civil and Family Law - Commercial Law") at the Department of Civil Law, Faculty of Law, Sofia University "St. Kliment Ohridski", Faculty of Law, University of Law, Sofia. Sofia, by Order No. RD-20-982 of 30.05.2022 of the Rector of the University, based on the decision of the Faculty Council of the Faculty of Law. He started his studies as of 01.06.2022 and successfully passed the compulsory PhD examinations. The work on the dissertation was completed long

before the expiration of the term of studies and by Order No. RD 20-1158/29.06.2023 of the Rector of Sofia University "St. Dimitar Demirev was dismissed early with the right to defend his dissertation. The latter was discussed in its entirety and directed for public defence at a meeting of the Department of Civil Law, Faculty of Law, Sofia University "St. Kliment Ohridski" (Report of the Dean of the Faculty of Law No. 70-10-325/27.06.2023).

In 2013. Dimitar Demirev graduated from the Law Faculty of Sofia University "St. Kliment Ohridski" with excellent grades. During his studies he started working as a legal assistant in the "Problem Assets and Provisioning" Department at First Investment Bank PLC which he continued after graduation. Subsequently, he continued to work for the same bank as a junior legal adviser in the Department of Legal Services for Problem Loans and, after obtaining his legal capacity, in the Legal Directorate. In the period from 05.10.2015 to 05.06.2016 she was a candidate for junior judge (he underwent training at the National Institute of Justice). He started her judicial career on 06.07.2016 as a junior judge at the Blagoevgrad District Court. From 07.07.2018 until now he has been working as a judge at the Sofia Regional Court.

Along with his work as a judge Dimitar Demirev is also engaged in teaching. For the academic years 2018/2019; 2019/2020; 2020/2021; 2021/2022; 2022/2023 he is a visiting assistant professor of "Civil Law General Part" at the Faculty of Law of Sofia University "St. Kliment Ohridski".

His broad legal interests in the field of private law have led him to participate in many different training, educational programs and seminars. His good knowledge of the English language allowed him to participate in international trainings. 03.2018; Bordeaux for the period from 19.11.2018 to 23.11.2018 on the exchange program for young and newly appointed magistrates from the European Union, organized by the European Judicial Training Network; Trier on "Brussels I Regulation - Recognition and Enforcement of Judgments in Civil Matters" for the period from 19. 11.20129. to 22.11.2019; Brussels for the period from 09.12.2019 to 11.12.2019 on the topic "Competition Law"; Vilnius on the topic "Language Training in Family Law" for the period from 20.09.2021 to 22.09.2021. ; Madrid under the exchange programme (EJTN Exchange Programme 2020) on "Banking law" from 06.06.2022 to 10.06.2022; Luxembourg on "EU Preliminary ruling procedure" from 19.10.2022 to 20.10.22; Barcelona on "Protection of Consumers in the light of the EU Law and E-Commerce" from 19.04.2023 to 20.04.2023, etc.

In the academic year 2016-2017 he is a lecturer in the educational program "Judiciary - informed choice and civic trust. Open Courts and Prosecution Offices" of the Ministry of Education and Science. He participated on the following topics: 'SCC practice in negative declaratory actions'; 'Report and procedural bar. The right of retention. Objection of Interception"; "Challenges in the Application of the UECA"; "Discussion Issues and Practical Problems in the Protection of Property against

Unreasonable Interference"; "Practical Problems of the Regularity of the Statement of Claim. Circumstances it must contain as a cause of action and the court's instructions for specifying it. Features of the report under Art. 146, para. Practical application of the assessment of the credibility of testimonies and explanations given by participants in court proceedings".

In December 2022, he participated in a scientific conference on "The Rule of Law and the Effective Application of EU Law in Bulgaria", organized by the Faculty of Law of Sofia University "St. Kliment Ohridski". He delivered a paper on "Air Passenger Rights under Regulation (EC) No 261/2004".

The submitted dissertation is 469 pages long, of which 459 pages are text without scientific apparatus. There are 1015 footnotes. The bibliographic reference of the thesis includes used scientific and applied literature in Bulgarian (49 sources) and foreign languages (26 sources).

The dissertation is structured in an introduction, three chapters and a conclusion. The introduction is rather short. It outlines the objectives of the study and contains a brief summary of the three chapters. The logic of the proposed structure is not explained. It also lacks a clear delineation of the boundaries of the study.

Chapter 1 is devoted to the historical overview of the regulation of the contract for the carriage of goods by road. It deals with its origin and the legal regulation in Article 386 to 390 of the 1892 Law on Obligations and Contracts (§ 1.). In the second paragraph, a detailed analysis of the regulation of the "contract of carriage by dry carriage" is proposed (Art. 384 - Art. 412 of the Commercial Law of 1897). The development of the legal regime after 09.09.1944 is discussed in detail in § 3. A detailed analysis of the norms in the then new Law on Obligations and Contracts (Art. 309 - Art. 322) and in the Statute on Road Transport for General Use in the People's Republic of Bulgaria (in force since 1 January 1955) is provided. The statement is quite detailed and is valuable because of the analysis it contains of the various conceptions in science and practice at the time concerning various controversial hypotheses. A comparison of the new norms based on the logic of planned economy with the previous legal regime is also offered in § 3. The chapter lacks a historical comparative law review on the emergence and development of the legal institute under study in foreign legal systems.

Chapter 2 contains a comprehensive in-depth commentary on the Convention on the Contract for the International Carriage of Goods by Road (CMR). The exposition is divided into 12 paragraphs which follow the exact content of the Convention. In § 1. a general characterisation of the Convention is given and its scope is outlined - by regulated matter and by place. The special cases of its application are also outlined. The second paragraph is devoted to the consignment note as a specific transport document. Special attention is paid to the alternative "electronic consignment note" (under the adopted Additional Protocol (eCMR) to the Convention on the Contract for the International Carriage of Goods by Road). In § 3. the beginning of the performance of

the contract and the rules of evidence are discussed. The special liability of the consignor upon delivery of the goods to the carrier for damage caused by inadequate or defective packaging is dealt with in § 4. In § 5. the obligations of the carrier to comply with unilateral orders to modify the contract by the principal are analyzed.

The performance of the carrier's primary obligation to deliver the cargo to the destination and to hand it over to the consignee is the subject of the discussion in § 6. The focus of this part of the work is on the legal position of the consignee and the right of judicial remedies still available to the sender. An extensive comparative legal analysis of the legislation of France, Germany, England, Austria and Italy is offered, and the Bulgarian case-law on this issue is also examined. The question of the possible obligation of the consignee to pay the debts arising from the bill of lading, as well as those which are not entered therein, is not omitted.

The rules governing the existence of obstacles to delivery and the costs of overcoming them are examined in § 7.

Particularly important for the exposition is § 8. It deals with the liability of the carrier. The large amount of content has necessitated an even more detailed substructure. The paragraph is divided into four parts, each of which also has its own structural subdivisions. §8.1 deals with the forms of non-performance, the time limits of liability and the nature of liability. In the second part (§8.2), the general grounds for exonerating the carrier from liability (§8.2.1), the hypotheses which do not exonerate the carrier from liability (§8.2.2), the special grounds for exonerating the carrier from liability (§8.2.3) and liability in case of contributory negligence (§8.2.4) are examined. The third part (sub-paragraph §8.3) analyses the provisions concerning the allocation of the burden of proof for the existence of exculpatory grounds. The provisions concerning the consequences of delay in delivery (in the case of the agreed time limit and in the absence of a time limit) and the fiction in which delay is equated with absence are the subject of the discussion in the fourth part. Attention is also drawn to cases where, after the expiry of the period of delay equated with lack, the goods are discovered. Provisions concerning the case of deliveries against payment, respectively the consequences of non-fulfilment of the carrier's obligations, and the carriage of dangerous goods, with due regard to the rules of carriage for this under the European Agreement concerning the International Carriage of Dangerous Goods by Road - ADR (Part Five - (§8.5.)) are not omitted.

The subject of carrier liability is further developed in § 9. It analyses the rules governing the scope of liability, covering the issues of the determination of the amount of damages in case of default and delay (§9.1.), in case of damage (§9.2.), in case of declared value under Article 24 CMR (§9.3.) and in case of declared special interest under Article 26 CMR (§9.4.). The fixed default interest of 5%, the starting point from which it runs and the cases of application are also discussed (§9.5.). The sixth part of §9. contains an analysis of the possibility for the carrier, governed by the Convention,

to invoke its provisions also in cases of possible extra-contractual claims inspired by the applicable domestic law. A valuable contribution is contained in the seventh sub-paragraph (§9.7.), which offers an analysis of the hypotheses of intentional or tantamount acts of the carrier which exclude the application of the Convention's safeguards. The author offers a summary of the different approaches to the interpretation of the concept of “gross negligence” according to different legal systems.

Paragraph 10 contains an analysis of the provisions of Chapter V of the Convention governing the rules on ascertaining the condition of the cargo (§10.1.) and the rules on limitation (§10.2.).

The provisions governing cases of carriage by successive carriers are examined in § 11. An analysis of the rights and obligations between successive carriers, the allocation of liability between them, including the rules of recourse and the procedural aspects of the exercise of the right of action between successive carriers is proposed.

The last § 12 examines the provision governing the nullity of clauses contrary to the Convention. Important conclusions are drawn as to the impossibility of reducing or increasing rights or liability by contract and its importance in preventing possible opportunities for disadvantaging the economically weaker party and unfair competition. In addition, an analysis of possible specific exceptions under which the parties may negotiate different terms is proposed, and various examples of the application of Article 41 CMR are given.

Most of the issues discussed in Chapter 2 have been explored in depth from a comparative law perspective. The domestic norms of France, Germany, England and Italy are examined. Russia and Spain and their scholarly interpretation. Extensive case law on the application of the Convention by the courts of these countries is analysed. The Bulgarian case-law on these matters is not omitted.

Chapter 3 contains a comprehensive analysis of the domestic legal regime of the contract for carriage of goods by road. The text is structured in 11 paragraphs. In the short § 1. are marked the normative sources in which directly or indirectly are found norms regulating or simply affecting this type of contract. In the second paragraph an overview study of the general regime of the contract of carriage of goods under the Commercial Law is proposed. The general characteristic of the contract of carriage of goods as a generic concept is outlined (§2.1.), the parties (§2.2.), their rights and obligations (§2.3.) and the liability of the carrier (§2.4.) are examined. In §3, an attempt is made to hierarchically arrange the sources – Commercial Law (CL), Road Transport Act (RTA) and the rest (§3.1.). Furthermore, a comparative analysis of the provisions of the LLA with those of the CMR is proposed. In 25 paragraphs the similarities in the regulations and in 9 paragraphs the differences between the two legal regimes are pointed out (§3.2.).

The subject of Chapter 3 is the legal regime of the type of contract under the Road Transport Act (Chapter Five, Section III-V). The analysis is developed in the remaining

eight paragraphs (§ 4. - § 11.). The general theoretical qualification of the contract and its types are set out in § 4. The next part of the work (§ 5.) deals with the conclusion of the contract. Particular attention is paid to the consignment note, the focus of the study being on its legal status as a security (equated with a bill of lading, pursuant to § 1, paragraph 30, of the RTA). The author has convincingly argued that this provision is a legal nonsense, which does not correspond to the motives of the bill nor to the whole system and logic of the law. In this regard, a de lege ferenda proposal for change is finally made in the conclusion. The legal position of the recipient is examined in § 6. It is critically examined in four respects: as a legitimate bearer of a security (§ 6.1.), as a substituted party to the contract (§ 6.2.), as a beneficial owner (§ 6.3.) and as a principal (§ 6.4.). The author concludes that a contract for the carriage of goods by road is an independent type of contract, but that in many cases the construction of a contract for the benefit of a third party can be successfully applied to the beneficiary.

The seventh paragraph is entitled "Relations under the contract of carriage of goods by road", but it does not deal with any complex of legal relations, but practically covers the study of the content of the contract. The obligations of the parties are set out systematically. The obligations of the consignor (§ 7.1.) are dealt with in two categories - non-monetary obligations: delivery of the cargo in a condition fit to withstand carriage and in suitable packaging securing the goods carried, and delivery of the necessary documents (§ 7.1.1.) and monetary obligations (§ 7.1.2.). This part of the work also examines the possibilities of securing the carrier's claims by a legal lien (§ 7.1.3.). The carrier's obligations are discussed in § 7.2 and include the obligation to transport (§ 7.2.1), to keep the cargo (§ 7.2.2), to carry out the shipper's orders (§ 7.2.3), and to deliver to the consignee (§ 7.2.4). Cases of subsequent failure to deliver (§7.2.5) are also analysed.

The carrier's special pecuniary liability for non-performance of an obligation under the contract of carriage (Section IV of the RTA) is dealt with in § 8. The forms of non-performance, the limits of liability in time, the nature of liability as contractual and strict liability are analysed (§ 8.1.). The author has offered reflections on the strict nature of liability. The grounds for exemption from liability, as well as the non-exempt grounds under Article 68(2) of the RTA, are dealt with in § 8.2, and the scope of the carrier's liability is discussed in § 8.3. This part of the work contains a well-reasoned critical analysis of the statutory provisions (Art. 68(1) RTA). A parallel is drawn with the analogous provisions of the CMR Convention and the unfortunate discrepancies are pointed out. The work concludes with de lege ferenda proposals to remedy the legal shortcomings identified. The content of the exculpatory ground "force majeure" adopted by the RTA is also subject to justified criticism due to the fact that the RTA has adopted the descriptive provision of Article 17(2)(4) of the CMR without taking into account the rule in Article 373(1) of the Commercial Law and the definition of the term in Article 306(2) of the Commercial Law.

In § 9. the provisions governing the rules of limitation and claim proceedings are critically analysed. The following are subject to justified criticism: the legal significance of the claim procedure, which in practice affects only the course of the limitation period; the limitation period for liability in the case of cargo received for all transport contracts, which coincides with that of a claim under Article 74(1) of the RTA; the lack of legitimation of the subject who may bring a claim; and the absence of statutory rules for ascertaining the condition of the cargo on arrival at destination.

Issues relating to the involvement of successive carriers are dealt with in § 10. Critical comment is made on the lack of specific provisions in the RTA concerning the situations where successive carriers intervene in the performance of the contract of carriage. The application of the general provisions of Article 374 of the Commercial Law is commented.

In the last § 11. a brief summary of the features and characteristics of the general generic concept of the contract of carriage of goods by road is attempted. A comparison of the legal framework under domestic law and the CMR Convention serves as a basis for this.

The dissertation is written in good legal language but is not easy to read. The text is filled with too long circumstantial sentences. The average sentence length is 7-8 lines (see, e.g., p. 288, para. 3, a sentence 20 lines long, p. 330, para. 4 a long jumbled sentence of 10 lines, p. 350, para. 2 - 15 lines, etc.). In many of these the author brackets long additional explanations which are unnecessarily wedged into the exposition. All this cuts up the main text and makes it difficult for the reader. The numbering of the individual elements of the structure does not make it much easier for the reader either. The scholarly apparatus used is sufficient and convincing. Furthermore, it should be noted that there are numerous unnecessary footnotes. Some of them contain unnecessary lyrical digressions (e.g., note 485, on more than one page, sets out the shortcomings of the legal regime of force majeure under Article 306 of the Commercial Law, note 872-874, dealing with different types of electronic signatures, note 886, delegation, note 893-895, types of securities, etc.). Others contain parts of the exposition whose place is in the main text (e.g., note Nos. 856, 890, 996, 1006). This approach further breaks up the text and prevents the reader from following the author's thought.

The proposed dissertation meets the formal requirements of Article 27 paragraph 2 of the Regulations for the Implementation of the Law on the Development of Academic Staff in the Republic of Bulgaria and its structure is based on the classical elements: table of contents, introduction, statement, conclusion - summary of the results obtained with a declaration of originality (presented as a separate document) and bibliography.

II. Abstract and publications

The proposed abstract in the volume of 38 pages, convincingly argues the relevance of the chosen topic and the practical utility of the research. The proposed short

abstract of the dissertation and the reference of contributions objectively reflect the summary of the content of the work and the main scientific achievements. The logic of the research methodology is also presented at the beginning of the abstract.

Three publications (one study and two articles) have been made directly on the topic of the dissertation, which meet the scientometric requirements of the Law on the Development of Academic Staff in the Republic of Bulgaria and the Regulations for the Implementation of the Law on the Development of Academic Staff in the Republic of Bulgaria (Annex to Article 1a, paragraph 1 of the latter). With a required minimum of 30 scientometric points, the PhD student achieved 35 points as follows:

Article	*Qualification*	*Points*
1. Is a contract for the benefit of third persons a contract for the carriage of goods by road where the person against whom the result is realised is different from the consignor? Journal of Commercial Law, No. 1/2022, pp.65-93	Study published in an unrefereed peer-reviewed journal = G9	15 pts.
2. Bad faith of the carrier within the meaning of Article 29 of the Convention on the Contract for the International Carriage of Goods by Road. Journal of Contemporary Law No. 1/2022, pp. 58-68	Article published in a non-refereed peer-reviewed journal = G7	10 pts.
3. Circumstances which the carrier could not avoid and the consequences of which he was unable to prevent within the meaning of Article 17, paragraph 2, subparagraph 4 CMR Journal of Commercial Law, No 2/2022, pp. 163-176	Article published in an unrefereed peer-reviewed journal = G7	10 pts.
	Total science points	**35** pts.

An article that is not directly related to the topic of the dissertation is also submitted:

4. Rights of air passengers under Regulation (EC) No 261/2004. **Lex.bg, 09.01.2023**	Article published in an unrefereed peer-reviewed journal = G7	10 pts.

The topic of the paper presented at the conference on " The rule of law and the effective application of European Union law by the Bulgarian courts", organized by the Faculty of Law, Sofia University "St. Kliment Ohridski" in 2022, is also similar. No evidence of publication has been provided for this paper, but it is prominent in the published conference programme (Panel IV, Application of EU Law by Civil Courts - Harmonised Substantive Law)[1].

III. Evaluation of the Scientific and Practical Results and Contributions of the Presented Dissertation

The significance and merits of the dissertation submitted for public defence can only be properly assessed on the basis of a comprehensive approach. The scientific and practical results and contributions of the thesis should be considered from several different perspectives. The first aspect is the economic and societal relevance of the issues under study. In recent years, Bulgaria has become a logistics hub and freight transport is one of the most common commercial activities. The share of cross-border transport is also high. The undeniable decline of rail transport in the country has led to an increase in the importance of road transport. The intensification of road haulage has also given rise to numerous problems. The legislator has been inadequate in solving them, neglecting for years the international instruments in force (the official text of the CMR Convention was published in the Official Gazette only at the beginning of this year, although Bulgaria had ratified the Convention as early as 1977!). The available legal framework raises many questions in practice, and there is a lack of sufficiently fundamental and concrete research in theory on most of them. To the extent that there are some developments in this area in the doctrine, they are mainly devoted to problems in the legal regime of cross-border transport under the CMR Convention. The reference to the bibliography at the end of the thesis shows that the author has not found a single Bulgarian publication dealing with the problems of the national legal regime of the contract for carriage of goods by road. This makes the dissertation topic highly topical and relevant. The thesis provides an extensive commentary analysis of both the CMR Convention and the national legal regime. Reasoned solutions and adequate interpretations of many important issues are proposed.

Secondly, an undoubted merit of the dissertation is the apt combination of the various methods of scientific research. The author uses the logical methods of analysis and synthesis, induction and deduction, and along with them the historical method of research is skillfully applied in the work. As a particular advantage of the work should be highlighted the widely used comparative law method, also focused on foreign jurisprudence.

The third factor that determines the significance of a dissertation is its practical orientation. In this respect, Chapter 2 is particularly useful as it contains a

[1] Cf. https://law.uni-sofia.bg/bg/konferenciya-vrkhovenstvo-na-pravoto-i-efektivno-prilagane-na-pravoto-na-es-v-blgariya (last access 24.08.2023, 15,30h).

comprehensive and complete systematic commentary on the CMR. The author's practical experience and in-depth study of case law, including foreign case law, have motivated him to offer apt interpretations of his own of some obscure rules. The critical analysis of the national legal regime and the parallels drawn with the CMR have enabled the author to highlight its gaps and shortcomings and accordingly to propose his own interpretations. The work makes principled proposals for improving the law. Relevant concrete proposals de lege ferenda are substantiated. Some of them should be noted:

- A new definition of contract in Article 49 of the RTA;
- an addition to Article 52(2) of the RTA concerning the liability of the consignor for the submission of inaccurate supporting documents;
- the creation of new par. 3, 4 and 5 in Article 53 of the RTA to clarify the legal regime of the consignment note. The proposal to repeal paragraph 30 of § 1 also serves the same purpose. of the RTA;
- A comprehensive amendment of Article 63 of the RTA in order to regulate and clarify the right of disposal of the consignor and the consignee respectively;
- Comprehensive amendment of Article 64 of the RTA in order to establish comprehensive rules for ascertaining the state of the cargo;
- Creation of a new Article 65a of the RTA, regulating situations of impossibility of delivery;
- Amendment of Article 68 of the RTA to clarify the liability of the carrier and the possibilities for exemption from it. This objective is also addressed by the proposed amendment of par. 3 of Art. 71 of the RTA, as well as the proposed creation of new Paragraphs 4 and 5 in the same Article;
- Amendment of Article 74 of the RTA in order to create a logical regime for possible claims against the carrier. This objective is also served by the proposal to abolish the vague regime of the claims procedure (repeal of Articles 75, 76 and 77 of the RTA).

The fourth aspect, which determines the most important merit of the work, is determined by the fact that for the first time in the Bulgarian legal doctrine a comprehensive monographic work is proposed, which offers two parallel, but nevertheless independent studies - on the legal regime of the cross-border transport contract and on the domestic transport contract. Until now, neither of these two legal phenomena in their entirety has been the subject of an independent scientific study. It should be noted that the available publications on individual issues related to the contract for carriage of goods by road are also few. Few authors have focused their attention on individual specific issues of this legal institute. The large volume of the work presented is a consequence of the author's efforts to fully cover all sides of the contract under study. Thus, the scientific novelty of the work has become its main characteristic. In this connection, the following issues should be noted, which are being studied for the first time in Bulgarian legal doctrine:

- A comprehensive complete scientific commentary on the CMR has been created. A wealth of foreign and Bulgarian case law is discussed and, in comparative law terms, various doctrinal interpretations of a number of controversial issues;

- Characterization of the carrier's liability in the light of interpretations of the provision of Article 17, paragraph 2, subparagraph 4 CMR " circumstances which the carrier could not avoid and the consequences of which he was unable to prevent " is made and the view that this liability is of a strict nature is defended. An interpretation of the definition of " Circumstances which the carrier could not avoid and the consequences of which he was unable to prevent " is proposed, arguing that it should be equated with force majeure;

- It is argued that the hypothesis " wilful or what amounts to wilful act according to the law of the court seized " in the provision of Article 29 of the CMR Convention should be interpreted in the light of Bulgarian law and case law as "bad faith";

- The legal position of the consignee under the national law has been analysed in depth by considering four possible hypotheses - as a legitimated bearer of a security, as a party to the contract, as a beneficial owner and as a principal. The view that the contract has the characteristics of a contract for the benefit of a third party is substantiated and, accordingly, this construction will apply to the beneficiary;

- The legal nature of a consignment note under Bulgarian law and the criticism of its legal equation to a bill of lading are examined (Chapter 3, § 5, pp. 352-367),

- A critical analysis of the legal definition of the contract for carriage of goods by road under domestic law is offered;

- The imperfections of the text of Article 63 of the RTA governing the right to dispose of cargo during carriage are exposed;

- The lack of specific regulation of cases of pre-arrival hindrances and hindrances at delivery is highlighted;

- Special attention was paid to the omission of accession to the Protocol of 05.07.1978, signed in Geneva, in force since 28.12.1980, despite which the rules of the Protocol were adopted in domestic law;

- The lack of many rules in the national law, such as norms, has been critically commented:

- limiting the liability of the carrier in cases where there are damages for delay in delivery (analogous to Article 23, paragraph 5 CMR);
- governing the scope of the carrier's liability, specifically with regard to the absence of rules governing cases of 'declared value' and 'special interest' (analogous to Article 24 CMR and Article 26 CMR);
- rules blocking limitations of liability of the carrier (analogous to Article 29 CMR);
- governing rules on limitation;

- establishing rules for ascertaining the condition of the cargo on arrival at destination;
- regulations for cases of "successive" carriers.

- The work offers critical analyses of national jurisprudence on important issues:
  - summaries of the issue of active legitimation, as well as of the question whether the carrier can claim from the consignee the claims not entered in the consignment note, i.e. whether the carrier has a claim against the consignee, respectively whether the latter becomes liable with respect to them.
  - application of the CMR with regard to the legitimacy of the consignee on the argument of subrogation to the rights of the shipper and on the question whether the consignee is liable for the claims not entered in the consignment note under Article 13(2) CMR;
  - the application of the CMR on the question whether, in a claim under Article 20 CMR, it is subject to examination whether there is a retained part of the cargo and its corresponding value;
  - the application of the CMR on the question of the exclusion of direct damages from domestic law instead of Article 23, paragraph 1 CMR, and the determination of the value under the amended Article 23, paragraph 3 CMR, without Bulgaria having acceded to the Additional Protocol of 05.07.1978, signed in Geneva, in force since 28.12.1980;
  - applicability of Article 32, paragraph 1 CMR, incl. with regard to the subrogated insurer under the property insurance of the cargo in favour of the beneficiary;

The dissertation submitted for defence combines serious scientific results and contributions to the development of legal science with important conclusions and proposals for the interpretation of the law and its improvement. It is my conviction that the results and contributions of the doctoral candidate demonstrate both his in-depth theoretical knowledge in the field of the whole private law, his ability for independent research and the construction of comprehensive grounded theories, and his ability for practical application of the scientifically theoretical concepts derived and proven.

IV. Critical comments and recommendations

Some critical remarks and recommendations can be made to the thesis. Most of them are of structural and technical nature. The most significant remarks are the following:

1. The chosen structure of the thesis is unfortunate. The introduction is too short and does not explain the logic of the structure so chosen. Chapter 1 sets out the historical development of this type of contract. On the one hand, the exposition is limited because there is no data on the emergence and development of this legal institution worldwide

and in the Ottoman Empire in particular. The development of the legal regime of the contract for carriage of goods in the Tsardom of Bulgaria and then in the People's Republic of Bulgaria is presented. There are also no notes on the historical basis for the emergence of the CMR. On the other hand, the analysis is extremely detailed because it covers not only the development of the legislation but also the various theoretical disputes that have developed over time.

The presented dissertation contains two independent studies. Chapter 2 is practically a complete stand-alone and comprehensive commentary on the CMR. The structure and content of this chapter are built on the logic of a commentary study. Even before § 1. the chapter begins with historical remarks on the necessity and creation of the Convention as well as its ratification (see also voluminous notes 209-215). The paragraphs in the chapter follow precisely the content of the Convention and do not respond to the common approach of a scholarly study of a particular type of contract. For example, the exposition lacks a separate paragraph devoted to the parties to the treaty, which are usually dealt with at the beginning of such an analysis. The penultimate § 11, however, deals with an important departure in the parties to the contract - the involvement of successive carriers - because this issue is dealt with at the end of the Convention (penultimate Chapter 6, Articles 34-40 CMR). This chapter thus runs to 243 pages, which is more than half of the entire text.

Chapter 3 is devoted to the Bulgarian legal regime of the contract for carriage of goods by road and corresponds exactly to the topic of the thesis. At the beginning, in § 2. "The Contract for the Carriage of Goods by Road as a Part of the Transport Law Sub-sector", the author has tried to give a general characterisation of the contract for the carriage of goods. Firstly, the title of the paragraph is inaccurate, because it is not the contract that is part of the sub-sector, but the rules that regulate it. Secondly, the content of § 2. is not devoted to the contract for carriage of goods by road, but to the contract for carriage in general, as the author defines it as a "generic concept" (the title of § 2.1.). The content of this paragraph is superfluous. It is practically an overview restatement of the general statutory regime of the contract for carriage of goods in Chapter Twenty-six "Contract of carriage" of the Commercial Law. All these norms should be considered in the relevant places in the light of the relevant special norms of the RTA and interpreted as their basis and, accordingly, supplement in the hypotheses where there is no special legal regime.

The structure of Chapter 3 largely repeats the structure of Chapter 2. This is understandable due to the Bulgarian legislator's adoption of the overall logic of the Convention, as well as the direct reproduction of many of its norms. This circumstance is also taken into account by the author in § 3.2 "Comparative analysis of the provisions of the RTA in the regulation of the contract of carriage of goods by road". In 25 points he highlights the similarities between the provisions of the RTA and the CMR and in 9 points the significant differences. The text thus outlined is unnecessary because the

concentrated comparison of similarities and differences is difficult for the reader to understand without the relevant details. It is much better to highlight these similarities and differences at the appropriate place in the exposition, which is in fact done in some places. § 4. contains an analysis of the type features of the contract under study. Its contents cover too many topics in a relatively small volume (11 pages in total). This part of the work could have been a chapter in its own right, in which a more in-depth study of certain issues could have been proposed. For example, the existence of this contract as a "absolute" commercial transaction needs more in-depth analysis. What is mentioned on page 347 is insufficient. This also applies to the carrier's due diligence, which is only briefly mentioned (a few lines on page 350), and its content and scope are important for this contract. This also applies to the examination of the consignment note in § 5. The conclusions drawn are certainly of a contributory nature, but could be developed in a chapter of its own, which would systematically examine the concept and legal significance of the consignment note, its content and form, and pay special attention to its being a security (respectively, criticizing the existing norms). The parties to the contract are only marked in § 4 and also need further analysis. The statement in § 6 on the legal position of the recipient also has a place in the section on the parties to the contract.

The title of § 7 - "Relations under the contract for carriage of goods by road" is inaccurate. This part of the work actually examines the content of the contract as a complex of rights and obligations of the parties. There is no general theoretical analysis of the content elements. For example, in some places reference is made to 'essential elements' of the content (see 352); it is not clear whether the mandatory content, known in theory as "essentialia negotii", is meant. There is no analysis in the submission as to the existence of the three types of transaction content - essential, common and optional.

It is too brief and schematic in its examination of the nature of and grounds for carrier liability at § 8. This part of the exposition could also be separated into a chapter of its own. The perceived strict nature of this liability is not convincingly argued and needs further argument.

The conclusion of the work is too short and incomplete. Its initial part has its place in the introduction of the work. Only the proposals de lege ferenda are in place. Their clarifications made in footnotes should be in the main text, leaving only the internal references to the relevant parts of the work as footnotes. The conclusion lacks a summary of the scientific conclusions drawn throughout the work. For example, the entire content of § 11 of Chapter 2 has its logical place right in the conclusion. Finally, it should have ended with a brief outline of the development trends of the legal institute under study.

2. The manner in which the de lege ferenda proposals were made is inaccurate. In many places in the submission, valid and well-founded de lege lata criticisms are made. The reader is persuaded of the need to amend and/or supplement the law. But this place

lacks such a proposal. All the specific de lege ferenda proposals are finally put forward in the conclusion. There are not even references to them in the submission. It is left to the reader to read the whole work and find these proposals at the end and if still interested to go back to the relevant place in the work where the arguments in favour of the respective proposal are set out.

3. As noted above, the work is in need of serious language editing. Overly long sentences should be "disassembled" into their component parts by removing the parenthetical additions. The scholarly apparatus should also be refined by removing unnecessary footnotes and placing the parts of the text that directly address the topic in the main text. Some places, especially those which set out foreign legislation and practice, need further editing (e.g. § 8.2.1. of Chapter 2). Unclarified terms such as "historical legislators" (p. 179), "the carrier is liable as an insurer" (p. 181), etc. are encountered. Improper use of prepositions also occurs in the same places.

The remarks made above cannot, in general, discredit the undisputed merits of the dissertation submitted for public defence. Their purpose is to provoke the author's creative-research approach and to stimulate him to further research and possibly with a view to future publication of the work.

V. Conclusion

In view of the above considerations, in conclusion, I express with conviction my positive assessment that the dissertation on "The Contract for Road Carriage of Goods" submitted for defence before a scientific jury meets all the requirements of the Law on the Development of Academic Staff in the Republic of Bulgaria, the Regulations for the Application of the Law on the Development of Academic Staff in the Republic of Bulgaria for the Degree of Doctor of Philosophy, I therefore propose to Mr Dimitar Kurtev Demirev - PhD student at the Department of Civil Law, Faculty of Law, Sofia University "St. Kliment Ohridski" - to be awarded the educational and scientific degree "Doctor" in the professional field 3.6. "Law" (scientific specialty "Civil and Family Law-Commercial Law").

Member of the scientific jury:

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(Assoc. Prof. Dr. Valchin Daskalov)

29.08.2023, Sofia