

ABSTRACT

Thesis Title : Possible Use of International Conventions to Solve Problems
Arising from the Application of the Carriage of Goods by Sea
Act, B.E. 2534

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This Thesis has an objective to study the possibility to solve problems in enforcing Carriage of Goods by Sea Act, B.E. 2534, by using International Conventions in order to learn about the intention and the questions arising on such Act so that it can be used to amend the law and to be an alternative as to whether Thailand should be a member of those International Conventions concerning the carriage of goods by sea or not.

As to the result of studying, it is found that the right and duty of the Carrier, the duty on solving any problem, the right of the Shipper on termination of the contract, the limitation of liability of the Carrier and the scope of application of the law under the Carriage of Goods by Sea Act, B.E. 2534 are still vague. Prior to enactment of Carriage of Goods by Sea Act, B.E. 2534, the judgements of Thailand have been interpreted by analogizing to the provision most nearly applicable according to the Civil and Commercial Code on carriage of goods which is inland and is not complied in practice.

The method in solving such problems after enactment of such Act is that the duty of carrier under Section 8 should be stated only one duty which is the duty prior to and commencing on the beginning of the voyage and is the duty of Carrier throughout the sailing of the vessel. The duty of solving problems under Section 8 should require the Carrier to solve such problems, if not, then the Carrier is liable to pay damages incurred.

With regard to the question of whether the breaching of duty of the Carrier shall cause the Shipper to have the right to terminate the contract or not, under the above law the Shipper shall have the right to unrestrictedly terminate the contract. In respect of the limitation of liability, the result of studying has shown that the Carrier shall be entitled to raise all limitation of liability. As regards to whether Thailand should be a member of such International Conventions or not, it has shown by the result of studying that at present Thailand should not be a member of such Conventions.