

## Abstract

Formerly, carriage of goods had usually been done by sea transportation because large amount of goods can be delivered comparing with little cost of transportation. Each country tries to create their own rules of trading and transportation in order to gain more benefits which resulted in dissension (conflict) and lacking of uniformity of sea carriage contracts. As an attempt to resolve the problem, each country agreed to create and recently use the rules in common for sea carriage which is called "International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, 1924" or "Hague Rules". After that, "Protocol to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, 1968 or namely "Hague – Visby Rules" had been created with another "Hamburg Rules" which is "United Nations Convention on the Carriage of Goods by Sea, 1978". However, these two conventions sub-serve different groups of people involving in the carriage process in different ways. "Hague Rules" and "Hague – Visby Rules" tend to give benefits to carriers while the people who gain more advantages from "Hamburg Rules" are the shippers. As a result, problems occurred because each country tends to comply with the convention that gives more benefits to their own countries. Moreover, the rules of law cannot be in tune with new technology and modern trade concept. In order to cope with this situation, "Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea, 2008" or namely "Rotterdam Rules" had been created to equilibrium the benefits to be given to carriers and shippers of every country.

The Rotterdam Rules are different from other convention of contracts for international carriage of goods in many aspects especially in terms of "Volume Contract" which is a new concept of contract that is highly focused in this thesis.

From this research, it found that the principle of Volume Contract is distinguished from principle of carriage contract stated in former convention, Hague Rules, Hague – Visby Rules and Hamburg Rules, which has the purpose to protect the Shipper by defining minimum protection and forbidding Shipper and Carrier to agree

otherwise. In contrary, Rotterdam Rules emphasize to use Freedom of Contract which Shipper and Carrier are willing to be the parties in the Contract of Carriage and to define the provisions concerning rights, obligations and liabilities between Shipper and Carrier more or less than stated in Rotterdam Rules, however; there are provisions specifying the minimum measures to protect the Carrier and third party who intends to engage in such contract of carriage as well.

From the reason aforesaid, most countries tend to concur with such convention therefore when this convention becomes effective, the Volume Contract by this convention will be used extensively by many countries since the Volume Contract is a new concept of Contract of Carriage that is developed for more convenience of trade and carriage of goods by sea.

This thesis researches on the appropriation of application concerning carriage of goods by sea law of Thailand in the scope of Multi Modal Transportation Act B.E. 2548 and Carriage of Goods by Sea Act B.E. 2534. By this research, it found that the Volume Contract is not appropriate to be applied with Multi Modal Transportation Act B.E. 2548 because the principle of convention will be properly used with multi model transportation which has the focus on sea carriage, whether other transportation are included or not, while all kind of transportation may not be included. Therefore, its nature differs from the principle of Multi Modal Transportation Act B.E. 2548. On the other hand, the provision of Volume Contract is most appropriate to be applied with Carriage of Goods by Sea Act B.E. 2534.