

Abstract

The purpose of this thesis was to analyse and compare issue of carrier's liability in international carriage of goods. Thesis is divided in seven parts, which offers outline of carrier's liability in particular modes of carriage.

First part deals with term contract for the carriage according civil code, parts of this contract as well as another contracts which aim is carriage. Furthermore deals with term liability and put outline of distinction among strict liability and liability for fault. Last subchapter of first part describes term carriage.

Second part describes legal framework of contract for the international carriage of goods and specifies distinction among choice of law and direct method.

Remaining parts refer to carrier's liability according international treaties concerned with particular modes of carriage, i. e. international carriage of goods by road, by rail, by air, by sea and by inland waterways.

Bigger attention is dedicated to third part which deals with carrier's liability in international carriage of goods by road. Emphasis to this part is given, because international carriage of goods by road is the most frequently one – especially from Czech point of view. International carriage of goods by road is for sixty years ruled by CMR Convention which was amended only twice. This mode of carriage is consider as a stabil one with significant case law, which is base for interpretation of problematic provisions.

Fourt part offers overviev about carrier's liability in international carriage of goods by rail according uniform rules concerning the contract of international carriage of goods by rail – CIM.

Fifth and sixth part is aimed on international carriage by air and by sea. This part compares older and new conventions which regulate these kinds of carriage. Whereas sixth part outlines chaotical situation in carriage by sea, caused by two effective conventions which are binding different states. As intention to resolve this situation were drawn Rotterdam rules, since their were ratified only by three states, we can not expect any change.

Seventh part refers to carrier's liability in international carriage of goods by inland waterways according CMNI convention. This convention is the newest convention concerning with carrier's liability.