

Abstract (in English)

This thesis analyses discharge of a commercial contract, whereas attention is being paid to the initial impossibility and frustration of a contract. An introduction chapter is being followed by a chapter examining the importance of a case law for contract law in the Czech Republic and in England. Fundamental differences in perception of the case law binding character in Czech and English law are being outlined also with regard to the new Civil Code importance of case in contract law is being stressed.

The following chapter deals with the initial impossibility. A principle stating that each initial impossible performance is null and void is being examined with the emphasis to question, whether this principle is appropriate. Issues concerning the sale and lease of a future object are being investigated and the legal framework of the Czech Republic is being compared with the legal framework of Germany, Austria and England and also with the international documents of the contract law.

The fourth chapter deals with frustration of contract. The historical development of the institute of frustration is described and attention is being paid to frustration of contract in the new Civil Code. In this chapter is on the background of legal framework of Austria and Switzerland pointed to the issues of self induced frustration and not self-induced frustration. The fifth chapter discusses frustration of a contract in English law and the basic comparison of the legal frameworks of frustration of contract according to the Czech and English law is being made.

The last chapter summarizes findings and conclusions, which the author of the thesis has reached. The aim of the thesis is especially to evaluate initial impossibility and frustration of a contract in valid and effective legal framework, the impact of this legal framework on commercial contracts and also on background of the foreign legal frameworks to evaluate the legal framework in the new Civil Code.