

Thesis Title	Exception and Limitation Liability of Carrier of Goods by Sea
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ABSTRACT

This thesis aims to study the incompleteness of law in terms of exception and limitation of carriers' liability according to the Carriage of Goods by Sea Act, B.E. 2534 (1991) by comparing with the International Convention on Carrier of Goods by Sea and the international laws, and damages estimation caused by carriers' liability. This also includes the case that whether or not Thailand should be an associate member according to the International Convention on Carriage of Goods by Sea.

From the study, it is found that in the cases of carriers' liability, the comparison is mostly derived from the International Convention on Carriage of Goods by Sea, namely Hague Rules, Hague-Visby Rules and Hamburg Rules. Consequently, there are no major differences or contradictions on exception of liability in general cases. However, in the case where the carriers have duty to provide appropriate ship prior to loading or journey into the sea, if the carriers ignored to do that, they have to be responsible for loss, damage or delayed delivery caused by ignorance on duty of carriers. On the other hand, if the ship is in defective condition which is inappropriate to the sea journey (unseaworthy), the carriers may not be bound with such liability if it can be proved that the carriers have performed their duty in providing the appropriate ship as the sea carrier professional normally do and have already done. Alternatively, the carriers may not be bound with such liability with the advantage of any other liability exceptions if the loss or

damage is not derived from the defect of ship. In such case, the principles which are similar to the common law are applied.

In case of damages estimation on carriers' liability limitation, in order to make such estimation to be in line with the international laws, the System of Privilege in Drawing Money as International Reserve (S.D.R.) should be applied in full force. With regard to the associate membership with the International Convention on Carriage of Goods by Sea, the Thai laws were drafted by using Hamburg Rules as the model, Consequently, the Thai laws and such Convention are very similar, either in particularly carriers' duty or carriers' liability exception. This causes Thailand to be entitled to becoming an associate member without major practical change. In addition, although the number of liability limitations of Hamburg Rules is different, this should not be a problem as the number of such liability limitation is determined by the International Monetary Fund (IMF), which is regarded as the standard amount of money.

The researcher is of opinion that Thailand should be capable of being an associate member with Hamburg Rules because the international rules are explicitly accepted. In other words, being an associate member of the international agreement should create the confidence to the world at a certain step. This should be a signal to maritime entrepreneurs and concerned parties that Thailand can provide the standard maritime business. This should also attract concerned parties to use more services from Thai carriers. Furthermore, carriers, exporters and any other concerned parties will be given clear understanding regarding their own duty and responsibility. This will help expand the business operation in this field and help stabilize Thai economy as well.