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## GIVING PRIORITY TO CIVIL LAW IN THE TRIAL: PROBLEMATIC ASPECTS OF INTERNATIONAL LAW IN LITHUANIAN NATIONAL LAW

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**Abstract**

Relevance of the topic. The sea has always been very important to the culture, identity, history and economic development of nations. The sea is both a way to transport goods and a connection with the people from other countries (Sencila, 2008). Lithuania is a maritime country. The sea has been of great importance to the life of every person since ancient times, but it was just the beginning of the interest in the ocean and that led to the legal regulation of shipping, fishing and other relations. Building the Maritime Law, as law itself, the biggest role was played by Roman law. Even Romanian people understood, that sea and air belong to everybody and could never become someone else's property. The main problems. The Republic of Lithuania, as a subject of international maritime law, is not much studied and very broad topic. The following tasks: 1. To analyze the sea carrier's powers and obligations, responsibilities according to the bill of lading. 2. To highlight the most relevant problems of the legal system. 3. To model a possible system efficiency strategy. The aim of the work is to investigate and evaluate the prevailing legal system in order to diagnose the problems of the system for its prognostic effectiveness. The paper concluded: The analysis of using International and Lithuania National legal acts in the situation with the strong international accent is very important in order to build a strong legal country. The novelty is that the Maritime Law is not so much investigated in Lithuania, although the contract examples can be found, but there are few analyzed court decisions highlighting the fundamental differences between Lithuania national and international law. The scientific novelty of the study lies in the fact that it is one of the several scientific works in international, based on valid international legal acts and legal acts of Republic of Lithuania. At the same time, the work focuses on insufficiently explored problems, which include both theoretical part and the analysis of international law practice in the field of control in international Maritime Law. The most important aspect is that the topic under consideration is directly related to the author's work in logistics. It is not only a theoretical work, but also a practical one, which makes this work unique. As the result – after analyzing the court decision and legal acts of both international and national law, was concluded, that Lithuania court gives priority to national law, that do not have sense in the context of Maritime Law. The used methodology document analysis, information analysis, comparative analysis, logical – analytical methods.

**Keywords:** Transportation, bill of lading, national, sea.

### Introduction

### Statement of the problem

As was already mentioned before, the Republic of Lithuania, as a subject of international maritime law, is not much studied and very broad topic. It is interesting that the Republic of Lithuania, as a legal state, has ratified the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading ("Hague Rules") amended by the protocols of 23 February (Visby Rules), Hague – Visby Rules, and the adopted Protocol partially replacing the 25 August 1924 The International Convention for the Unification of Certain Laws Relating to Bills of Lading, as amended on 23 February with the protocol (Hague – Visby rules). As it was said in ancient Rome "Pacta sunt servanda", therefore it is necessary to pay attention to the judicial practice, which is not abundant, but reflects the question raised by the author. It is appropriate to diagnose the resulting legal conflict between national and international law at the theoretical and empirical levels, to identify

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the main problems and their origin, in order to make guidelines for solving the mentioned problems most effectively (Bill Of Lading in Shipping: Importance, Purpose, And Types…, 2022; Bills of lading…, 2022).

**Relevance of the topic** is primarily determined by the importance of the World Ocean in the life of people. It is the main transport artery. The relevance also determines the fact that, in the terms and the price, maritime shipping will always stand out among all the methods of international trade. Maritime law institutions are an old, time-tested, but constantly evolving field of law. Knowledge of the specifics of civil legal relations in merchant shipping allows to understand different areas of private law. Maritime law doctrines are extremely rich in content.

The transportation of goods by sea is a certain solution to reduce the burden of land transport, as well as the development of economic activities, which would rapidly improve the indicators of the Lithuanian economy. People can hardly imagine his life without many of the products that reach the country by sea. The port of Klaipeda is the most important engine of the economy, it is the "heart" of the country, capable of handling more than 70 million tons of various cargoes per year. Although the current situation has reduced cargo turnover, the port remains competitive, as it is in a strategically good location, does not freeze, works professionally, and last but not least, Klaipeda prepares the best specialists in maritime, logistics and other transport branches who are highly valued all over the world. In order to continue the successful development of the cargo flow and attract investments, it is necessary not only to improve the infrastructure, but also to grow in the legal sense. There are a number of companies with foreign capital in Lithuania, including Maersk, CMA CGM, MSC, Yang Ming, COSCO, Hapag. For companies, not only economic listening is relevant, as there are certain risks associated with cargo transportation, so it is relevant for companies that legal regulation is at the highest level.

**The aim of the work** is to investigate and evaluate the prevailing legal system in order to diagnose the problems of the system for its prognostic effectiveness.

**Results**

**Regulation of international trade**

From the ancient times sea has a very special place in the people lives and is a very important part of it, however start of using worlds ocean can be named as the beginning of the shipping and fishing regulation. Roman law had the hugest impact on it as well as on other branches of law (Katuoka, 1997). Maritime Law consists of national law, international public law and international private law. The topic is mostly about private law. There are several stages in regulation of international law. There is national stage and stage of transnational organizations, which are part of United Nations. International shipping must be regulated by rules, that are applied equally all over the world (Katuoka, 1997; Senčila, 2008).

Important to mentioned few of them: United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea, Rotterdam Rules, The Hague Visby Rules, BIMCO, Hamburg rules, INCOTERMS (United Nations commission on international trade law…, 2022).

In order to understand how commercial shipping is working it is a must to understand different types of contracts, such as charter, booking note, fixture note, delivery order, Bill of Lading, berth note.

Charter – is the ordering of the whole ship, this form is used to ship huge quantities of cargo. Booking note – it is the reservation of place for the cargo on a ship. Berth note – is when the vessel is already booked, but not totally loaded, then freight agent is trying to find more cargo for the same route. Fixture note – is the fact of booking of the vessel before the signing of charter.

Bill of Lading is used when shipped small quantity of cargo. Shipping lines write down the conditions of this contract and all participants should follow them. It is very popular in container business, where in the same container cargo can belong to different companies, after container arrives to destination freight forwarder usually deliver cargo to different Customers under the House bill, in this case this cargo transportation will be called LCL, in case of full container load FCL (Legal issues arising from delivery of goods without a bill of lading…, 2022).

Bill of Lading is referred to as one of the most important documents in maritime trade and there is why. Bill of Lading is a title of ownership, as well as, a certificate that appoints who owns the goods and the proof that the cargo is actually loaded onto the vessel and that the loading is completed. In the case of maritime transport, the Bill of Lading is issued right after the departure of the vessel from the port (A new dawn for the e-bill…, 2022).

The Bill of Lading has several types: nominal – which is transferred by assignment to a specific person. Important to mention that even nominal bill of lading can be released to another person,

it should be just endorsed. The document in this case is negotiable.

Straight Bill of Lading/Waybill or Express Release: Appoints beneficiary. The goods are shipped to a specific person and the document is not negotiable.

'to ORDER' – Appoints beneficiary as well as notify party. It is transferred by endorsement and the beneficiary of the cargo is the holder of the document.

Bearer Bill of Lading – No specific consignee is mentioned on the bill, but same is appointed to the notify party. It is transferred through its physical delivery and the holder of the Bill of Lading is the owner of the cargo.

Even the use of bill of lading is a common thing it does not mean, that it do not have specific issues. Shipping lines issue 3 original and 3 copies of bill of lading, but Customer can ask for more copies. When the cargo reach destination Customer should submit 3 original of bill of lading to the shipping line, but in some cases Customer do not have 3 originals, then he should sign and put stamp on the opposite side of the bill of lading, confirming that everything is in order. After the shipping line confirm receive of the bill of lading, it does not matter if there is somewhere one more original page of bill of lading, old one loose the power. Very important moment, that carrier releasing the cargo to the person/ company, that is not the owner of the cargo, bears full responsibility and will have to pay compensation to the cargo owner.

**Lithuanian national law**

For a long time global processes have been taking place in the world: the development of international organizations, the development of commercial and technical contacts. For many years, Lithuania was far from these processes, but now Lithuania is already a member of the world community.

The Civil law of the Republic of Lithuania reflect to one of the most important principles – freedom of contract. Therefore, it is natural that in the Civil Code the contract, as a free expression, is associated with a transaction. A transaction is a legal fact, a declaration of free will, a legal action aimed at a legal result. The free will of the person may be expressed verbally, in writing, by action or in another form of expression of will (CC 1.64 g. 1d.)

Contracts are mostly used in practice. The contract for the transportation of cargo by sea has all characteristics of a civil contract, which is clearly defined in Article 6.154 of the Civil Code. A contract is an agreement between two or more persons to create, change or terminate a legal civil relationship, when one or more persons undertake to perform certain actions (or refrain from performing certain actions) to another person or persons, and the latter get all the rights for request.

The contract of cargo transportation is fully disclosed in Civil Code Book 6 as one of the types of transportation contracts. According to the cargo transportation contract, the carrier undertakes to deliver the cargo transferred to him by the consignor to the point of destination and hand it over to the person (consignee) entitled to receive the cargo, and the consignor (consignee) undertakes to pay the specified fee for the carriage of the cargo (LR CC Art. 6.808 1d). Paragraph 2 of the same article states that the bill of lading or other document is confirmation of signing the contract.

Important that according to Art. 1.161 of the Civil Code, the contract for the cargo transportation by sea meets all the characteristics of a public contract.

Important aspect for the contract is that there is at least 3 parties participate in the bill of lading, so it is natural that this form of contract is considered as tripartite. This concerns not only to the information specified in the bill of lading, Sender, Recipient, carrier, but also what is regulated by the bill of lading itself. The opposite side of such document contains all the terms of the contract. The parties are also clearly defined – the merchant is not only one party, but it also the carrier, the owner of the bill of lading, the sender, the recipient.

National law must be obeyed by everybody on the territory of the country. It is the territory that defines the legal regulation. Therefore, it is natural that in case of cargo transportation by sea it is not enough to use only national law, unless country can ignore the legislation of other countries, thereby isolating itself and choosing to apply only national law. But such actions would lead to complete isolation from the world (Vileita, A., et al., 2009).

The main principles and norms of international law are codified. 1969 Vienna Convention on the Law of Treaties, which regulates treaties concluded between countries, and 1986 Vienna Convention on the Law of Treaties, which regulates the conclusion of treaties between countries and international organizations or between international organizations. The norms of this convention regulate the main issues of concluding international agreements, and then the legal acts of the Republic of Lithuania regulate the internal requirements that will be applied

to international agreements. Article 138 of the Lithuania Republic Constitution establishes that international agreements ratified by the Seimas of the Republic of Lithuania are an integral part of the legal system of the Republic of Lithuania.

When a foreign element appears in the lawsuit, it can be the owner of the goods, the Recipient or another interested person, it does not change the essence of the legal relationship itself, it remains civil, labor or other (Vileita, A., et al., 2009).

Property is one of the most oldest scientific concepts. What constitutes absolute ownership of a thing, whether it is a ship or a commodity, is a matter of many debates. However, the words "Nemo dat quod non habet", which were heard in Ancient Rome, have great significance even today. The full translation would be – no one can transfer to another what he does not own (Hill, 1998).

Property is the right, that is protected by law. Ownership is the owner's legal authority over the thing he owns. The owner's rights can only be violated by the law or the rights of others. Portable are subject to the condition that whoever owns the thing is its owner until the contrary is proven. According to the law, the owner is also a person who misappropriates an item. All of the owners listed above have the legal right to defend their existing ownership relationships – as a rule, ownership rights cannot be violated or taken away without a trial (Derkintytė and Jonkus, 2009).

Article 23 of the Lithuania Constitution stated that property is inviolable and property rights are protected by law. The Constitutional Court in 1993 December 13, stated that "The inviolability of property means the right of the owner, as the holder of subjective rights to property, to demand that other persons do not violate his rights, as well as the duty of the state to defend and protect property from illegal encroachment on it".

A carrier must correctly identify the owner of the cargo in order to properly perform its work, whether it is transportation by sea or by road. Most of the time, it is very easy to understand, because the purchase and sale contract is signed, in the contract is defined the moment of the transfer of the cargo. In the case of sea transportation, this right is determined by the contract and the terms of delivery, in which, according to Incoterms, the moment of transfer of ownership from the seller to the buyer must be clearly defined.

When transporting cargo by sea, in the containers, the identification of the owner of the cargo is the presentation of the original bill of lading. After receiving, the carrier releases the cargo without violating the rights of the consignor. However, if such a bill of lading is not delivered, the carrier has the right to detain the cargo.

**International requirements implemented in Lithuania**

As you know, shipping has a great influence on the whole world economy. Maritime transport has always been and continues to be the most efficient way to transport goods around the world, especially in large quantities. In order for the transport system to functionate properly, legal regulation of maritime transport is necessary.

The legal regulation of maritime transport has a number of features that differ from the regulation of other means of transport.

The legal framework responsible for this type of transport consists of national legislation and international agreements. However, the carrier is not always protected, as there are certain cases where several legal acts are treated differently, resulting in a collision. The case in which the cargo was not issued to the consignee without the original bill of lading would seem simple – there is a rule recognized all over the world, the holder of the bill of lading is the owner of the cargo, which means that the carrier has reasonably detained the cargo, but it is not so simple as it should be. There was several cases under the same situation, but we will concentrate under the last one – the right of control.

Claimant – „Raudvara"; Defendant – "Maersk Line Lithuania"; Third involved party RAB "Salyume limited"; Third involved party "R. B. Company Limited".

The essence of the case is that UAB "Maersk Line Lithuania" refuses to release the cargo to UAB "Raudvara" because the originals of the bill of lading are not submitted, which is in accordance to the law and the company's general procedure. Although the court has already made a decision and ordered UAB "Maersk Line Lithuania" to hand over the cargo contained in 2 containers to the claimant UAB "Raudvara". The claimant filed a procedural claim under Articles 4.34, 4.35 of the Civil Code and Article 422 of the Civil procedure Code. Article 422 d. 1 of the Civil procedure Code defines the limits of examination, namely, the court will examine only the fact of the last possession and its violation. The court also confirmed that the FOB terms in the contract do not define the moment when the cargo passes from the seller to the buyer. It should be noted that the FOB

conditions that were specified in the sales contract were treated differently by the Klaipeda district court and later by the bailiff, and it was the court that said: "The right of ownership and all risk of loss and damage to the goods is transferred from Raki Biosciences Company Limited to the buyer UAB "Raudvara" from the moment when the goods are transferred to the buyer according to the conditions of FOB Incoterms-2010 (Clause 6.1 of the Agreement) (p. 16–22)". It should be noted that the FOB terms do not define the moment when the goods are transferred to another property, such a clause of the contract cannot be considered reasonable because it does not comply with the rules of INCOTERMS, it is a so-called "legal loophole". However, the court also stated that it does not consider the ownership dispute, as the contract clearly states that in the event of a dispute, it must be resolved in the Arbitration Court or in a 3rd party court. Also, the court does not deny that the Receiver has not fulfilled all the requirements according to the contract he signed with the owner of the cargo. Naturally, the decision was made in favor of the claimant.

It is interesting that Klaipeda courts examined the case for the defense of the control right, but the decisions stated: Disputes regarding the non-fulfillment of contracts or the ownership of goods are not the subject of the examination of this case. The claimant did not prove that he is the owner of the Goods, and he cannot follow the court's decisions either, since the court did not examine the fact of ownership rights. That is why you cannot apply for compensation, since the cargo has lost its value, only the owner of the cargo has this right.

As already mentioned, the claimant has not fulfilled all the requirements according to the contract, namely, he has not paid the full price of the goods, therefore he has not received documents confirming the right of ownership. So it is clear that the dispute is about payment. If the claimant claims that the property right belongs to him, it should be proven by the decision of the Arbitration Court, because this is exactly what is stated in the contract. Although the claimant based his right of ownership on the fact that he had sold the goods to 3 person, nobody can transfer to another what they do not have the right of ownership to.

UAB "Maersk Line Lithuania" applied to the Supreme Court of Lithuania with a cassation complaint regarding the decision of the Klaipeda District Court. The cassation claim was filed according to Article 346 of the Civil Procedure Code. 2 d. the grounds specified in points 1 and 2. This means that the hearing of this case in the cassation procedure is possible only in such cases "in which the solution of the legal problems raised would be significant for the uniform interpretation and application of the law". Despite the relevance of the case, the court refused to accept the cassation appeal, arguing that "the cassation appeal does not raise such legal issues that has the grounds for reviewing the case in cassation procedure specified in Article 346, Part 2 of the Civil Procedure Code", and the fact that the Courts deviated from the practice of the LAT and it affected illegal decision-making.

Arguing disagreement with the adopted decision, attention should be paid to the fact that it is not noted anywhere that sea transportation is not regulated by the Lithuanian Civil Code, but by international agreements and conventions, which, according to the rules of application, are higher than the Civil Code. If Lithuania wants to be a maritime entity, should evaluate such cases more carefully, as Lithuania has ratified international contracts and conventions. The relevance of the case is unequivocally high, because it is the direction that is the least developed in Lithuania.

According to Hague-Visby Rules, which were developed to harmonize the rights and obligations of the carrier, shipper and consignee, the representative of the shipping line issued the original bills of lading to the shipper of the goods after loading the containerized cargo on the ship's deck, which is the conclusion of the contract of carriage. It should be noted that Article 14 of the Merchant Shipping Law of the Republic of Lithuania confirms that the fact of the conclusion of the contract for the cargo transportation by sea and its contents are confirmed by a bill of lading or another document. Thus, the procedure for issuing the bill of lading is not contested (Legal issues arising from delivery of goods without a bill of lading…, 2022).

The Civil Code of the Republic of Lithuania stipulates that under the contract of cargo transportation, the carrier undertakes to deliver the cargo transferred to him by the consignor to the point of destination and deliver it to the person (consignee) who has the right to receive the cargo, and the consignor (consignee) undertakes to pay the specified fee for carriage of the cargo (Article 6.808 of the Civil Code of the Republic of Lithuania).

The carrier undertakes to comply with the instructions received from the owner of the cargo. As we can see from the circumstances of the case, the sender of the cargo was rightly considered

the owner of the cargo. According to the rules that are applied all over the world, the person who has the original bills of lading is considered to be the owner of the cargo (Bills of lading in the modern shipping environment…, 2022). It should be emphasized that this is also indicated in Art. 1.106, d. 1 of the Civil Code. A bill of lading, as a bearer paper, is a document that proves the fact of concluding a contract and confirms the right of its holder to receive the items (cargo) specified in the bill of lading from the carrier and to dispose it. This means that the defendant UAB "Maersk Line Lithuania" reasonably complied with the shipper's requirements, because by releasing the cargo to the consignee who does not provide documents proving his right on the cargo, it would violate the norm defined by the law and the shipper could express a claim or file a lawsuit for the loss of the cargo. The importance of the bill of lading has already been mentioned several times, but it is noted that Art. 1.106 of the Civil Code. 1 d. the bill of lading can be compared to a bearer paper, which already gives it a constitutional structure. 23 article 2 part of the Constitution of the Republic of Lithuania – Property rights will be protected by laws, and Civil Code 1.101 g. 8th – A commercial security gives the right of ownership to the goods, as well as the right to receive the goods (bill of lading, storage document, etc.). I can argue, but taking into account the presented facts, it can be said that the court violated the Constitution of the Republic of Lithuania by adopting the first judgment.

For Lithuania, which has ratified the Vienna Convention on the Law of International Treaties, where preamble contains such words as the principles of good will, pacta sunt servanda, it is necessary to comply with them to create the conditions to ensure justice.

Lithuania closely cooperates with different countries of the world, so there is no doubt that the country is moving forward, but unfortunately, our country faces certain problems in the applying the international law.

The country has a strong national law, which is guided professionally and I will not be afraid of this expression – Lithuanian lawyers are true virtuosos in their field. However, Article 138 of the Constitution of the Republic of Lithuania clearly states the norm "International treaties ratified by the Seimas of the Republic of Lithuania are an integral part of the legal system of the Republic of Lithuania". According to this, it can be said that such contracts must be directly applied in the Lithuanian legal system.

The collision of the private law system and foreign law is clearly visible. It should be noted that the Constitutional Court of the Republic of Lithuania has stated that insofar as international agreements do not conflict with the Constitution of the Republic of Lithuania, ratified treaties are above the law. In practice, it is different, in the case of a collision, as we can see, national law is applied.

What we have? The Carrier, being obliged to properly identify the owner of the cargo, in accordance with international conventions and the established norms of the Republic of Lithuania, is wrong. However, it would be difficult to treat the court's decision otherwise. As already mentioned above, the bill of lading is a bearer paper, namely the owner of the bill of lading is the owner of the cargo. How much lost the carrier? It is difficult to calculate, but from practice it can be said that: downtime of containers at the terminal; container turnover, the container could be used for another cargo and thus bring profit to the company; legal costs – all this adds up to a considerable amount of loss.

It can be said many times that the carrier is not protected in the Republic of Lithuania. There are many different legal systems in the world, it is simply impossible to unify all of them, but this is how it would be possible to resolve a legal collision. However it is an unattainable ambition. Therefore, the only solution is to develop international law in Lithuania specifically through court practice, which is not so abundant yet.

The Civil Procedure Code provides principles to be followed. The adversarial principle, where each party must prove the circumstances on which they rely. When assessing the court's activity in the case, the court can be more active in order to develop judicial practice in international cases. Another principle that may be relevant in this matter is the procedural equality of the parties, where the court has the right to collect evidence on its own initiative in order to protect the rights and interests of the weaker party. Article 179 part 2 of the Civil Procedure Code – The court has the right to collect evidence on its own initiative only in the cases provided by this Code and other laws, as well as when the public interest requires it and if these measures are not taken, the rights and legitimate interests of a person, society or the country would be violated. Article 414 of the Civil Procedure Code – The trial court has the right to collect evidence on its own initiative that the parties do not rely on, if it considers that this is a necessary condition for

the correct resolution of the case. Also, the court has the right to go beyond the limits of the subject or basis of the claim. Article 417 of the Civil Procedure Code In a case based on an employee's claim, the court of first instance, taking into account the circumstances of the case, has the right to exceed the stated requirements, may satisfy more claims than were filed, as well as make a decision on claims that were not filed, but are directly related to the subject and basis of the filed claim. This provision could be used not only in a case regarding an employee, but also in other cases where only one side is reflected in the claim, and from the circumstances it can be seen that the case is much more complicated and may influence the entire judicial practice.

By attracting the court, the Republic of Lithuania would be guaranteed to fulfill all the requirements according to international contract, and it can safely say that the judicial practice is abundant enough that Lithuania could reasonably keep one of the leading places in the handling of international cases.

**Conclusions**

1. After a detailed analysis of the conditions of cargo transportation, which are written in the contract, it can be stated that INCOTERMS do not regulate the mutual rights and obligations of all parties to the purchase and sale contract, and also do not confirm the moment when the goods become the property of the buyer, do not define the conditions and legal consequences of breach of contract. Therefore, it is illegal to include a condition in the sales contract that ownership and all risk of loss and damage to the goods is transferred from the seller to the buyer from the moment the goods are transferred to the buyer under the terms of FOB Incoterms-2010.

2. After analyzing the powers and obligations of the sea carrier according to the bill of lading, it can be stated that the carrier has obligations towards the owner of the cargo, not only to properly transport the cargo, but also to properly identify the Recipient of the cargo, where the original bill of lading performs the most important function.

3. After examining the importance of the bill of lading, it can be stated that the bill of lading performs 3 functions: it proves that the carrier has received the goods specified in the bill of lading; proves that a contract has been concluded for the carriage of goods by sea; proves that there is a document confirming ownership of the goods specified in the bill of lading. The carrier, delivering the cargo to a person who had no right to receive it, bears full responsibility and will have to compensate the owner for the loss of cargo.

4. After analyzing the case, it is possible to mention the most relevant problems of the legal system, namely the non-compliance with ratified contracts, when examining the case, giving priority to national law and thus violating the rights of the carrier to justice, and not protecting against the collision. The carrier is guided by international acts, as this is a rule that all countries must follow. In the preamble of the Vienna Convention on the Law of International Treaties, such words as – principles of good will, pacta sunt servanda (agreements must be observed) are heard, which obliges Lithuania to observe the signed agreements. The International Convention on the Unification of Certain Legal Norms Related to Bills of Lading (Hague Rules) and Signing Protocol Article defines that the bill of lading confirms the contract of carriage and also helps to regulate the relationship between the carrier and the holder of the document. It should be emphasized that this is also indicated in Art. 1.106, d. 1 of the Civil Code. A bill of lading, as a bearer paper, is a document that proves the fact of concluding a contract and confirms the right of its holder to receive the items (cargo) specified in the bill of lading from the carrier and to dispose them. A bill of lading can be compared to a bearer paper, which already gives it constitutional significance. Article 23 part 2 of the Constitution of the Republic of Lithuania. Property rights are protected by laws, and Art. 1.101 of the Civil Code. A commercial security gives the right of ownership to the goods, as well as the right to receive the goods (bill of lading, storage document, etc.).

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## НАДАННЯ ПРІОРИТЕТУ ЦИВІЛЬНОМУ ПРАВУ В СУДОВОМУ ПРОЦЕСІ: ПРОБЛЕМНІ АСПЕКТИ МІЖНАРОДНОГО ПРАВА В НАЦІОНАЛЬНОМУ ПРАВІ ЛИТВИ

**Анотація**

**Актуальність теми.** Море завжди було дуже важливим для культури, ідентичності, історії та економічного розвитку націй. Море – це і спосіб транспортування товарів, і зв'язок з людьми з інших країн (Sencila, 2008). Литва – морська країна. Море мало велике значення в житті кожної людини з давніх часів, але це був лише початок інтересу до океану, який призвів до правового регулювання судноплавства, рибальства та інших відносин. У формуванні морського права, як і самого законодавства, найбільшу роль відіграло римське право. Навіть римляни розуміли, що море і повітря належать усім і ніколи не можуть стати чиєюсь власністю. **Основні проблеми.** Литовська Республіка як суб'єкт міжнародного морського права є малодослідженою і дуже широкою темою. **Наступні завдання:** 1. Проаналізувати повноваження та обов'язки морського перевізника, відповідальність за

коносаментом. 2. Виділити найбільш актуальні проблеми правової системи. 3. Змоделювати можливу стратегію підвищення ефективності системи. **Метою роботи** є дослідження та оцінка чинної правової системи з метою діагностики проблем системи для її прогностичної ефективності. У статті зроблено висновок: Аналіз використання міжнародних та національних правових актів Литви в ситуації з сильним міжнародним акцентом є дуже важливим для побудови сильної правової держави. Новизна полягає в тому, що морське право в Литві мало досліджене, хоча приклади контрактів можна знайти, але мало проаналізованих судових рішень, які висвітлюють фундаментальні відмінності між литовським національним і міжнародним правом. Наукова новизна дослідження полягає в тому, що воно є однією з небагатьох наукових робіт у галузі міжнародного права, яка ґрунтується на чинних міжнародно-правових актах та нормативно-правових актах Литовської Республіки. Водночас робота присвячена недостатньо дослідженим проблемам, які включають як теоретичну частину, так і аналіз міжнародно-правової практики у сфері контролю в міжнародному морському праві. Найважливішим аспектом є те, що тема, яка розглядається, безпосередньо пов'язана з роботою автора в галузі логістики. Це не тільки теоретична робота, але й практична, що робить цю роботу унікальною. **Як результат** – проаналізувавши судове рішення та правові акти як міжнародного, так і національного права, було зроблено висновок, що литовський суд віддає перевагу національному законодавству, що не має сенсу в контексті морського права. **Використана методологія:** аналіз документів, інформаційний аналіз, порівняльний аналіз, логіко-аналітичні методи.

**Ключові слова:** перевезення, коносамент, національний, морський.



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