



# Rewilding in Germany

## Liability for Animals

*A beaver in the Peene valley, Peene river, Anklam, Germany.  
Solvin Zankl / Rewilding Europe*

### Core topics

- How liability for kept animals relies on their classification as wild or domestic, useful or luxury.
- How keepers and guardians of animals may be liable for any damage caused by such animals.
- How liability for animals may apply in the context of rewilding.

### Key takeaways

- 1 Liability for damage caused by animals under civil law depends mainly on whether the animals are kept by someone or whether they are truly free-living.
- 2 Liability for damage caused by animals is not conditional on the injured party proving that the keeper or the guardian was at fault.
- 3 Practitioners should obtain liability insurance covering any damage caused by animals and take reasonable precautionary measures to prevent damage from happening.
- 4 Practitioners are liable for damage caused by animals released into the wild until they are truly free-living.

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## 1. Introductory note

The German Civil Code ("**BGB**") contains two specific provisions on liability for damage caused by animals. The rules set out in sec. 833 and 834 BGB deal with the liability of animal keepers and animal guardians, for damage that arises in connection with the so-called specific or typical danger posed by animals. These two provisions are based on two liability regimes:

- Strict liability (*Gefährdungshaftung*) applies where the law holds a person liable for damage arising from a particular source of danger, such as animals, irrespective of fault; and
- Presumed fault liability (*Haftung für vermutetes Verschulden*), in which liability rests on fault but the law presumes that the responsible person failed to exercise the required level of care (*die im Verkehr erforderliche Sorgfalt*).

In such cases, the burden of proof shifts to the person concerned to demonstrate that they acted with due diligence. In practice, this means that this regime remains fault-based, but with a reverse burden of proof.

Please note that this briefing mainly focuses on these two sections.

There may be cases where someone is involved in the causing of damage by animals without being a keeper or a guardian or the damage is not based on the specific danger posed by animals. In such a case, the general rules of liability for damage would apply. For more information see *Rewilding in Germany: Third-Party Liability*. In the event that kept animals cause damage to neighbouring landowners, the rules of the neighbour laws may apply. For more information see *Rewilding in Germany: Obligations and Liability to Neighbouring Landowners*.

## 2. General overview of categories of animals

Questions of liability for damage caused by animals are dependent on their categorisation in respect of their relationship with humans. Liability outcomes depend primarily on whether an animal is wild or domestic, whether it is kept by someone, and, if kept, for what purpose. The BGB does not provide clear definitions of these terms, but German case law and legal literature generally agree on the distinctions below.

### 2.1 Wild animals (*wilde Tiere*) / tame or domestic animals (*zahme Tiere oder Haustiere*)

The distinction is primarily biological, focusing on species characteristics and typical behaviour, rather than the specific situation of an individual animal. However, it is also based on ordinary usage of language and general understanding (*Verkehrsauffassung*) in Germany.

- Wild animals are species that normally live free from human control and have not been domesticated (e.g. deer, foxes, wolves).
- Tame or domestic animals are species that have been habituated to humans or domesticated over time (e.g. sheep, cattle, horses, dogs) in Germany.

Note that a species' classification does not change based on the particular situation of an animal: red deer or wolves living in an enclosure remain wild animals, whilst free-grazing sheep are still domestic animals.

## 2.2 Useful animals (*Nutztiere*) / luxury animals (*Luxustiere*)

This distinction concerns the purpose for which the animals are kept and is relevant only where an animal is kept by someone. It determines the type of liability that applies under sec. 833 BGB.

### 3. Liability for damage caused by kept animals

As mentioned, liability for damage caused by kept animals depends on whether the animal is under a certain degree of human control. In this context, two concepts are central: the "keeper" (*Tierhalter*) and the "guardians" (*Tieraufseher*).

- Useful animals are kept domestic animals to serve the occupation, economic activity, or livelihood of their keeper. This would include farm animals, working horses, shepherd dogs, or guide dogs.
- Luxury animals are all other kept animals and constitute the default category. These are animals kept for personal interest, leisure, or non-professional purposes, such as household pets, hobby horses, or exotic animals. This category also includes wild animals that are kept for an economic purpose (e.g. exotic animals in a private zoo or red deer in a commercial deer park).

## 2.3 Kept animals (*gehaltene Tiere*) / ownerless animals (*herrenlose Tiere*)

This distinction is legal, not biological, and it relates to the custodianship. It determines whether the special liability regime of sec. 833 BGB applies at all.

Kept animals may have a keeper, or a keeper and a guardian, and each can be liable, depending on the circumstances. The BGB provides specific situations in which the keeper or the guardian of an animal can be held liable for damage or injury caused by the animals under their control.

- An animal is considered kept when a person assumes responsibility for its care, supervision, or control, such as feeding, housing, vet care, breeding management, or fencing. Wild animals can be kept (e.g. wolves in a wildlife park), and domestic animals can be ownerless (e.g. feral cats or stray dogs).
- An animal not kept by anyone, i.e. ownerless, does not have an identifiable keeper and there is no control exercised over the animal. These are typically wild, free-living wildlife. Liability for damage caused by ownerless animals falls under the general liability rules, as explained in section 4.

As the following sections show, the interaction between these categories – wild vs. domestic; useful vs. luxury; kept vs. ownerless – plays a decisive role in determining ownership, the applicable liability regime, and the extent of liability for damage caused by animals.

In such cases, liability is established without the need to prove fault or breach of duty on their part.<sup>1</sup> Liability for animals is therefore:

- Strict liability for keepers of luxury animals, and

- Presumed fault liability for keepers of useful animals and for guardians.

The distinction between keeper and guardian is explained below.

Because liability can arise without any proven fault (or under a presumption of fault), it is strongly recommended that practitioners conduct appropriate risk assessments and, where available, obtain liability insurance that covers damage caused by animals.

### 3.1 What does it mean to be a keeper?

Generally, the owner of an animal will also be its keeper, although this is not necessarily the case. A person is considered a keeper if they have the decision-making power over the animal and the ability to use the animal in their own interest. This power must be permanent, not merely temporary (e.g. a dog sitter is not a keeper).

Using an animal “in one’s own interest” does not require an economic or professional interest. For instance, the keeper of a luxury animal, such as a dog kept purely for companionship, still uses the animal in their own interest, even though no economic benefit is involved.

As clarified in section 2, economic use is only relevant for distinguishing useful animals from luxury animals. To determine who is the keeper, both categories – useful and luxury – equally fall

within the notion of “use in one’s own interest”, as the decisive question is who has ongoing responsibility and benefits from keeping the animal.

For some animals, such as livestock and dogs, registration obligations exist, and the registers generally identify the keeper. However, courts do not necessarily rely solely on registration entries.<sup>2</sup> Determining who the keeper is may involve determining specific facts and the assessment may be based on an overall analysis of the circumstances.

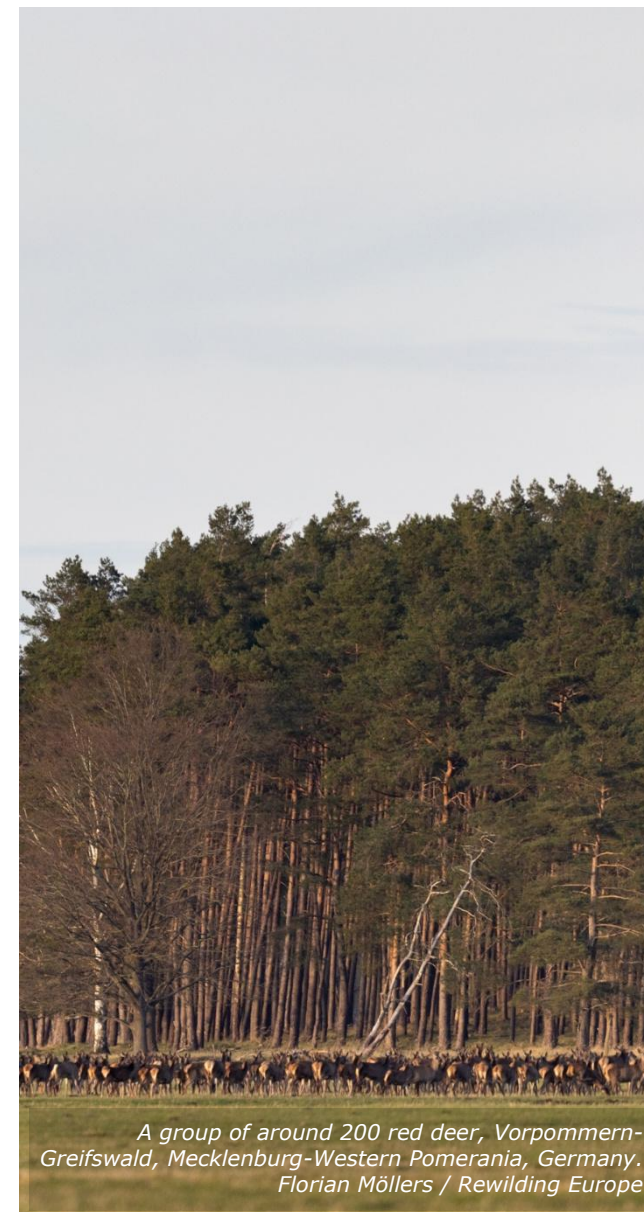
The following criteria are usually used to determine who has the decision-making power:

- Who decides on the fate of the animal?
- Who decides on its type of care and maintenance?

Additional criteria help determine whether someone uses the animal in their own interest:

- Who benefits from using the animal?
- Who bears the financial risks associated with the animal?
- Who covers the costs of maintenance and feeding?
- Who pays for liability insurance?

Legal persons can be keepers, and an animal may have more than one keeper at the same time.



Simply transferring the animal from a keeper to a third party does not automatically make that person the new keeper. The third party becomes a keeper only if both decision-making power and the ability to use the animal in their own interest are transferred. Short-term care by a third party (e.g. a temporary placement with a vet) does not meet these requirements. A change of keeper requires a shared intention that the third party will permanently assume responsibility for the animal and provide for the animal at their own expense.

### 3.2 What does it mean to be a guardian?

A guardian is a person who assumes a contractual duty to supervise an animal for the keeper. An implied or informal assumption of this duty of supervision is sufficient. Unlike a keeper, a guardian does not care for or control the animal in their own interest or at their own expense.

Even when an animal is entrusted to a guardian, the keeper retains their status as a keeper and their liability does not shift to the guardian. In such cases, the keeper may avoid liability for useful animals only if they can show that the guardian was properly selected, instructed, and supervised.

Guardians are also liable for damage caused by the animal.<sup>3</sup> Keepers and guardians can both be liable towards injured third parties. In such cases, the injured party may choose whom to hold responsible. The party who compensates the damage may recover part of the paid damages from

the other party, depending on their respective degree of responsibility and/or the terms of their contractual relationship.

#### Example 1

*Landowner A owns land they want to use to help bring back bison to the area. They contact a rewilding association and sign a management agreement whereby the rewilding association will manage the land and the herd of bison.*

If Landowner A bears the costs of acquiring and maintaining the herd, and the rewilding association only manages the land and the herd on behalf of Landowner A, then Landowner A would be classified as the keeper, and the association as the guardian of the bison. In principle, Landowner A and the rewilding association could both be liable for damage caused by the animals, depending on the circumstances.

The rewilding association would qualify as the keeper of the bison only if it not only manages the herd for Landowner A, but also acquires and maintains the herd at its own expense, thereby assuming responsibility and using the animals in its own interest.

### 3.3 What does “damage caused by an animal” mean?

“Damage” includes damage to property as well as injury to a person’s life, body, or health. What is particular to liability for animals is that the damage must result from the specific danger posed by the animal.<sup>4</sup>

This means that the animal must have caused the damage through its own instinct-driven or typical behaviour, which may include sudden or unpredictable actions (e.g. a kick of a horse or a bite of a dog). Liability requires that the harm arise from the independent behaviour characteristic of animals. This condition is usually met whenever an animal is involved, unless there was no room for independent behaviour because the animal was completely under human control.

For example, an injury caused by carriage horses may not give rise to liability pursuant to sec. 833 BGB if the horses merely followed the coachman’s instructions and did not act independently.<sup>5</sup>

On the other hand, where a horse kicks a vet during treatment, the resulting injury by the kick is seen as a result of the animal acting in a typically dangerous way.<sup>6</sup>

### 3.4 Can liability be mitigated or excluded?

There are only limited circumstances in which liability can be mitigated or excluded in the case of damage caused by animals.

#### Can the keeper or the guardian be exonerated?

Only keepers of useful animals (e.g. cattle, police horses, or guard dogs) can exonerate themselves from liability. This restriction to useful animals does not apply to guardians so that they may always attempt to exonerate themselves whether guardians of useful or luxury animals.

Keepers of useful animals and guardians are not liable for damage if they can prove that they fulfilled their duty of supervision or that the damage would have occurred even with proper supervision.

There is no statutory definition of the duty of supervision. It requires reasonable care in the light of:

- The potential danger posed by the animal;
- The animal's past behaviour; and
- The particular circumstances of the environment.

The greater the potential danger, the more demanding the duty of supervision and the better the measures to prevent damage. For example:

- If a horse has previously kicked a person, heightened supervision is required.
- If animals have previously escaped their enclosure, greater precautions must be taken.
- Enclosures located near busy roads require more robust safety measures.

#### Would contributory negligence of the injured party reduce the extent of the liability?

The conduct of the injured party may lead to a reduction in liability, under the rules of contributory negligence (see *Rewilding in Germany: Third Party Liability*).

A reduction is possible if the keeper or guardian can show that:

- the injured party is at fault (wholly or in part), or
- the injured party knew of the specific risk and accepted it.

For instance, if the person throws a rock to a horse and is subsequently kicked, this behaviour may reduce the keeper's or guardian's liability.

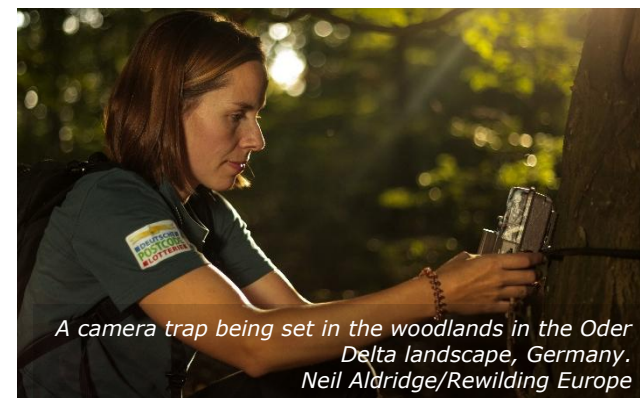
In general, and in the rewilding context, it is advisable to inform visitors clearly and precisely about the potential risks posed by animals and the expected behaviour in their vicinity. Basic signs saying "Enter at your own risk" or "Beware of the

dog" are usually insufficient to exclude or reduce liability when visitors enter the projects grounds.<sup>7</sup>

Effective warnings must communicate specific risks and appropriate conduct. Signs indicating that:

- visitors are entering a rewilding area and which animals and dangers can be found in the area; or
- dogs must be on a leash; or
- visitors must keep a minimum distance from the animals; or
- visitors are prohibited to get off the path; or
- visitors must not interact in any way with the animals

are some examples to minimise and mitigate risks. It is also recommended to conduct appropriate risk assessments and, where available, obtain liability insurance that covers damage caused by animals.



*A camera trap being set in the woodlands in the Oder Delta landscape, Germany.  
Neil Aldridge/Rewilding Europe*

## Example 2

*A family visits Landowner A's land. One of the family members gets too close to a horse and the animal kicks them to the ground, breaking their arm. The horses are owned by Landowner A who entered into an agreement with their brother B to manage the herd and to use the animals as grazers to prevent wildfires. The brother of Landowner A supervises the horses and oversees the visit.*

As Landowner A has the decision-making power over the horses and uses them in their own interest to prevent wildfires on their land, they qualify as keeper. The kick resulted from the specific danger posed by a horse.

As a keeper of a useful animal, the only way that Landowner A can be exonerated from liability is to

that the damage would have occurred even with proper supervision. Therefore, Landowner A may be liable for damage caused by the horses.

Their brother, B, acting as the guardian, may also be liable, unless they prove that they oversaw the visit with reasonable care. This would be the case if B oversaw the visit properly and informed the family members that they should keep their distance from the horses.

In this scenario, if the injured family member wilfully ignored B's instructions or provoked the animal causing it to react, A and B's liability may be mitigated because the family member's behaviour may be considered contributory negligence.

party be left without a person to pursue for damages.

Section 5 discusses the question of whether, and under what conditions, an escaped animal may become ownerless, and how this affects liability.

## Example 3

*A rewilding project involves the translocation of Alpine ibex. The animals are released onto the rewilding association's land by its team to roam free within the fenced project grounds. One of the ibex escapes the fenced area and is hit by a passing car.*

The rewilding association would be considered the keeper of the translocated ibex and would therefore be liable for the damage caused by the escaped animal. Depending on the circumstances, the vehicle owner may have to bear a proportion of the cost of the damage, in particular because of the operational risk associated with the motor vehicles.<sup>9</sup>

The rewilding association may remain liable even if a third party intentionally opened a gate and allow the Alpine ibex to escape. As keepers, the rewilding association is responsible for ensuring that the closure, including gates, is adequately secured.

### 3.5 Liability for damage caused by escaped animals

If an animal escapes, the keeper remains responsible for the animal. The loss of physical control does not change the keeper's status. Liability continues because the risk of an animal escaping forms part of the specific danger posed by animals.<sup>8</sup>

If the escaped animal is later retrieved and kept by another person, who keeps it in their own interest and at their own expense, that person becomes the new keeper. This does not apply where someone takes custody of the animal temporarily, with the intention of returning the animal to the original keeper; in such cases, keeper status does not transfer.

If an escaped animal is not retrieved, the original keeper remains liable for any damage caused by the animal, even though they no longer have control over it. Only where the keeper cannot be identified will the injured

## 4. Who is liable for damage caused by free-living wild animals?

The special rules on animal liability set out in sec. 833 and 834 BGB do not apply to free-living animals as they have no keeper and no guardian. As a result, there is generally no liability for damage caused by free-living wild animals. However, where someone is involved in the causing of damage by those animals, the general rules of liability for damage apply.

Accordingly, owners or occupiers of land over which free-living wild animals move are not liable under sec. 833 and 834 BGB for damage caused by them. Any possible liability would have to be assessed under general liability rules. This would be the case if a pack of wolves naturally expand into an area and cross private land on their way to the neighbouring properties. As ownerless animals, if they kill livestock after digging under a fence, the damage results from their own predator behaviour. As no person has a duty to control these wolves, there is generally no liability.

However, there are certain exceptions, which are discussed below.

### Example 4

*A rewilding project simply geotags wild animals already present in the landscape and monitors their movements. The rewilding project does not capture or keep them*

*beyond the brief time necessary to attach the geotag. It does not feed them, house them, restrict their movements, or otherwise interfere with their movement.*

In such case, geotagging<sup>10</sup> and subsequent monitoring would not trigger liability for damage caused by these wild animals. The rewilding project does not become their keeper or guardian because it does not assume any ongoing ownership, supervision, control, or use of the animals in its own interest.<sup>11</sup>

### 4.1 Liability for damage caused by game

Damage caused by certain species of game (cloven-hoofed game<sup>12</sup>, wild rabbits, and pheasants) is an exception to the general rule that there is no liability for free-living wild animals.<sup>13</sup>

Under hunting law, the general rule is that liability for game damage rests with hunting associations responsible for the hunting district, or, in the case of a private hunting district, with the landowner. This liability may be contractually delegated to a hunting lessee. However, where liability has not been delegated, or where it has been delegated but compensation cannot be obtained from the lessee, the hunting association (or the landowner, in private hunting districts) remains liable.

Landowners whose property belongs to, or is affiliated with, the relevant hunting district may claim compensation for certain types of damage, most commonly crop damage caused by game.<sup>14</sup>

### Example 5

*A group of wild boar, neither released nor kept by the Landowner B, settles temporarily on Landowner B's land for natural reasons, without any human intervention.*

Because the presence of the wild boar is a natural occurrence, Landowner B is not considered the keeper of the animals and therefore, in principle, bears no liability for damage caused by them.

However, if Landowner B's land forms part of a hunting district and the wild boar cause damage to another property belonging to the same hunting district, liability may fall on the owner of the hunting district or the lessee of the hunting rights, depending on who has assumed liability for game damage.

Where a hunting association is responsible, its members typically share the cost in proportion to the size of their properties within the hunting district.

## 5. Liability for animals acquired or captured for release into the wild

Animals released as part of a reintroduction or translocation programme are normally released with the intention that they will live independently and eventually become ownerless and keeperless.

Until the moment of release the animals are kept under the control of those managing the reintroduction programme. During this pre-release period, the keeper and, where applicable, the guardian may be liable for any damage the animals cause.

This liability is based on German civil law and/or on the specific conditions attached to the authorisation of the reintroduction programme.<sup>15</sup>

To date, it is not entirely clear at exactly what point liability for animals that have been released into the wild expires, particularly in situations where:

- The released animals are easily identifiable (for example, when no other animals of the same species live in the area); or
- the release may not have complied fully with applicable legal requirements.

Given the principle that there is no liability for damage caused by wild animals that do not have a keeper or guardian, the key issue is to determine when a previously kept wild animal is no longer under the care and control of the reintroduction

programme and therefore no longer has a keeper (and/or guardian).

Under German civil law there are three different scenarios as to how animals can become ownerless.

### 5.1 A captured wild animal regains freedom

A captured wild animal becomes ownerless when it regains freedom, and the owner either fails to pursue it without undue delay or gives up the pursuit.<sup>16</sup> This rule was introduced to address involuntary escape rather than intentional release. However, this rule can be relevant in rewilding context.



*A beaver in the Peene valley, Peene river, Anklam, Germany.  
Solvin Zankl / Rewilding Europe*

The Federal Court of Justice (*Bundesgerichtshof*) held in a case involving the trial release of a herd of European bison that such animals could only become ownerless once human control has fully ceased.<sup>17</sup> The actual behaviour of the released animals and the association's intention to not recapture the animals are not sufficient for as long as the release remains provisional and the final decision on full release has not been taken.

In practice, this means that animals released on a trial basis are not considered ownerless until the release becomes final and human control has fully ended. The reasons are that during a trial release, the project still:

- Maintains some level of oversight or control;
- Retains the option (or obligation) to recapture; and
- Has not formally and finally decided to release the animals into the wild permanently.

As long as those conditions exist, the law considers the animal still "kept", even if they appear to behave freely. Therefore, the animals remain the responsibility of the keeper until the project formally commits to full release and stops exercising any meaningful control.

## 5.2 A tamed wild animal stops returning to its designated place

A tamed wild animal would become ownerless when it gives up the habit of returning to the place designated for it.<sup>18</sup> The designated place may be a feeding site, a night shelter, or a location offering protection against adverse weather.

Importantly, a wild animal does not become a tamed animal merely because it is kept in an enclosure. The Federal Court of Justice has ruled, for example, that European bison kept in an enclosure prior to release do not qualify as tamed animals.<sup>19</sup>

In the context of reintroduction or translocation, this scenario has little practical relevance, as reintroduced species usually do not meet the legal criteria for "tamed animals".

## 5.3 The owner abandons ownership

Under German civil law, an owner may abandon ownership of movable things.<sup>20</sup> Although animals are not typically considered "things"<sup>21</sup>, this rule applies to animals. Abandonment requires a unilateral declaration of intent to relinquish ownership.

However, such a declaration is invalid if it violates a statutory prohibition. German administrative courts have ruled, for example, that ownership of pets or domestic animals cannot be abandoned because doing so would breach sec. 3 of the German Animal Protection Act, which prohibits abandoning animals

in a manner that exposes them to pain, suffering, or harm.<sup>22</sup>

## 5.4 Does liability end when a released animal becomes ownerless?

A further consideration is whether liability for damage caused by released animals ends once ownership ends. Even if strict or fault presumed liability cease because the animal has become ownerless, this does not automatically mean that all liability ends.

Where the release (or the abandonment) was unlawful, e.g. because it violated the reintroduction permit, a practitioner may remain liable as an interferer (*Störer*).<sup>23</sup>

Where game species, e.g. cloven-hoofed game such as red deer, has been kept in an enclosure, the person, either natural or legal, responsible for the enclosure may incur liability.<sup>24</sup>

## 5.5 Case law on trial releases of European bison

German civil law does not contain specific provisions governing liability for damage caused by animals released as a part of a licensed reintroduction or translocation programme. Some German federal states, however, have adopted rules that provide for compensation schemes for damages caused by large predators.<sup>25</sup> This is the case of damage caused by lynx, reintroduced in Bavaria.

To date, there is only limited case law on liability for animals released on a trial basis, particularly concerning a herd of European bison.<sup>26</sup>

Where the regulatory framework provides for an initial trial release phase, the animals continue to be regarded as kept animals, and the practitioner responsible for the project remains their keeper. Thus, the practitioner promoting the reintroduction may be liable for damage caused by the animals during this period.

In the leading case on bison, the Federal Court of Justice held that, during the release phase, the association responsible for releasing the bison remains their owner and, as their keeper, may still be liable for any damage they cause; this is because the association continues to exercise control over the animals until their final release. However, an injured party may be obliged to tolerate certain impairments to their property during this phase, provided that the interference does not unreasonably affect their use and that the release constitutes a nature-conservation measure based on a sufficiently concrete regulatory concept.<sup>27</sup>

On the facts of the case, the underlying public-law contract provided that the release phase would last several years but did not specify a fixed end date. After remand, the Higher Regional Court of Hamm found that, by the time the damage occurred, the release phase had already ended. Accordingly, the

injured party was no longer under any duty to tolerate the release as a nature-conservation measure and the association was liable for the damage caused by the bison.<sup>28</sup>

Although the project had anticipated that the trial phase would be followed by a final release, the conditions for such release were never met. Therefore, the question arose whether the herd of European bison became ownerless. The courts have ruled that they had not become ownerless, as the requirements for a lawful final release had not been fulfilled.<sup>29</sup>

The courts did not provide clear guidance on when liability for damage caused by animals released under a licensed reintroduction or translocation programme ultimately ends. However, the Higher Regional Court of Hamm noted that it would not be justifiable to hold a rewilding organisation liable for the animals' conduct indefinitely.<sup>30</sup> The German Federal Court of Justice further indicated that private landowners may, in principle, be required to tolerate damage caused by bison to their property once the animals are finally released in accordance with the relevant legal framework and thereby become ownerless.<sup>31</sup>



*Red-backed shrike, Peene valley, Anklam, Germany.  
Solvin Zankl / Rewilding Europe*

End Notes:

1. Sec. 833, 834 BGB.
2. See for example Higher Regional Court of Cologne, order of 2 July 2010, case ref. 19 U 171/09 (regarding two keepers of a dog).
3. Sec. 834 sentence 1 BGB.
4. This requirement is based on the settled case law concerning sec. 833, 834 BGB.
5. This example from a court case of 1902 was recently cited by the German Federal Court of Justice, judgment of 11 June 2024, case ref. VI ZR 381/23.
6. German Federal Court of Justice, judgment of 17 March 2009, case ref. VI ZR 166/08.
7. See Higher Regional Court of Düsseldorf, judgment of 5 May 2020, case ref. 22 U 148/99.
8. See German Federal Court of Justice, judgment of 28 September 1965, case ref. VI ZR 94/64.
9. Collisions between animals and motor vehicles involve an interaction between two strict-liability regimes. Under sec. 7 para 1 StVG, the owner of a motor vehicle is strictly liable for damage arising from the operational risk (Betriebsgefahr) of the vehicle. If a collision occurs with an escaped or roaming animal, the vehicle owner may therefore bear a portion of the damage even where the animal's keeper is also strictly liable under § 833 BGB. The distribution of liability is regulated by sec. 17 StVG. Generally, courts determine the final allocation of liability by weighing the contributions of each source of danger—namely, the animal and the motor vehicle—taking into account the specific circumstances of the case (e.g. visibility, speed, lighting, road layout, perceptibility of the proximity of animals, unpredictability of the animal's behaviour).
10. Please note that the geotagging may be subject to regulatory authorisation according to animal protection law and/or hunting laws.
11. See German Federal Court of Justice, judgment of 19 July 2019, case ref. V ZR 177/17, margin number 24.
12. In German hunting law, it means a specific list of species classified as game requiring special regulation. Cloven-hoofed game (*Schalenwild*) include: European bison, elk, red deer, fallow deer, roe deer, sika deer, chamois, Alpine ibex, mouflon, and wild boar.
13. Sec. 29 of the Federal Hunting Act ("**BJagdG**").
14. See sec. 31 BJagdG.
15. See for example sec. 9 of public law contract regarding the release phase of European bison in North Rhine-Westphalia (cited by Administrative Court of Arnsberg, judgment of 11 February 2019, case ref. 8 K 3527/17).
16. See sec. 960 para. 2 BGB.
17. See German Federal Court of Justice, judgment of 19 July 2019, case ref. V ZR 177/17, margin number 24 et seq.
18. See sec. 960 para. 3 BGB.
19. See German Federal Court of Justice, judgment of 19 July 2019, case ref. V ZR 177/17, margin number 21.
20. See sec. 959 BGB.
21. See sec. 90a sentence 3 BGB.
22. German Federal Administrative Court, judgment of 26 April 2018, case ref. 3 C 24.16, margin number 13.
23. See sec. 1004 BGB.
24. See sec. 30 BJagdG.
25. See for example VwV Größere Raubtiere (Saxonia); Ausgleichsregelung Große Beutegreifer (Bavaria).
26. See German Federal Court of Justice, judgment of 19 July 2019, case ref. V ZR 177/17, Higher Regional Court of Hamm, judgment of 29 May 2017, case ref. 5 U 156/15.
27. See German Federal Court of Justice, judgment of 19 July 2019, case ref. V ZR 177/17, margin number 61 et seq.
28. See Higher Regional Court of Hamm, judgment of 15 July 2021, case ref. 5 U 156/15 margin number 59 et seqq.

29. See Higher Administrative Court of North Rhine-Westphalia, order of 25 February 2025, case ref. 21 B 869/24.

30. See Higher Regional Court of Hamm, judgment of 29 May 2017, case ref. 5 U 156/15, margin number 102.

31. See German Federal Court of Justice, judgment of 19 July 2019, case ref. V ZR 177/17, margin number 42 et seqq.

## Contact Us

More information about rewilding and the issues addressed in this guidance note is available on [The Lifescape Project](#) and [Rewilding Europe](#) websites.

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