[Reconstructed]

Draft: Civil and Commercial Code

Book III on Specific Contracts.

(April 1924)

from the

Wiki Portal for Centennial Project

For the purpose to clarify the total concepts of the Codification of the Civil and Commercial Code in the Kingdom of Siam during the period between 1919 to 1935.

—— PDF Still Version of the original MediaWiki Instance ——
(State: November 2, 2026)

arranged by

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- For the details about the historical background and the important sources, please, refer to the ***"Introductory Notes"*** of the MediaWiki Instance.

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Foreword for the Second Edition

A. About the Differences between the 1st and 2nd Editions.

The first edition of the reconstructed Draft of April 1924 was announced on 17th May 2024. There are basic differences between the first and the second editions in the sources for the reconstruction work[1].

a. Initial Method of Reconstruction.

The reconstruction in the 1st edition was based mainly on the documents included in the Archives **Vols. 86**, **87**, **88**, and **89** of the "**Archives of the History of Thai Codification**". These documents were created in *the period from April to December 1924*, and reported the final revising work by the Commission of Codification on the Draft April 1924. In other words, they do not deliver the direct information about the Draft April 1924, but they show the process *how the Book III of January 1925 was completed* in its final phase of the revision.

These documents could be utilised as sources for the reconstruction of the Draft April 1924 because they show also *the details of the "objects" of the revision work*. This is especially the case of "บันทึกตรวจแก้ร่างประมวลกฎหมายแพ่งและพาณิชย์ บรรพ ๓" in the Archive Vol. 89. Together with the information about the provisions Secs. 388 — 1128 in the Draft 1919, they built the fundament for the reconstruction of the Draft April 1924.

This method, however, had an essential limitation. The Draft April 1924 adopted 702 sections from the Draft 1919. During the revising work during April — December 1924, 355 sections of them were completely deleted, and "บันทึกตรวจแก้ร่างประมวลกฎหมายแพ่งและพาณิชย์ บรรพ ๓" *did not deliver any information about these deleted sections*. For this reason, it was not possible to exactly know if they has the same contents as the corresponding sections in the Draft 1919 or had been altered when they were adopted from the Draft 1919.

b. Improved Method for Reconstruction.

For the solution of this problem, it was necessary to discover documents which would show possible alterations exercised on the sections of the Draft 1919 during *the period from 1920 to March 1924*.

Indeed, the Archives **Vols. 40**, **41**, **42**, and **43** include a lot of such documents, which reported the revising work of the Commission of Codification on the Secs. 388 — 1463 of the Draft 1919. It is quite reasonable to presume that the result of these alterations were the Draft of April 1924, even though it could not be completely excluded that some sections were changed once again when they were adopted in the Draft April 1924.

In any case, the new edition of its reconstruction is mostly based on these newly identified documents. As a result, the accuracy of the reconstruction could be now essentially improved.

c. How can the Reconstruction be accomplished?

As suggested just above, the possibility of further alterations in the Draft April 1924 cannot be

1 For the details, please refer the "*Introductory Notes*" to the Wiki Portal: available at https://openlegaltextbook.ddns.net/Codes/2468_th_codes/index.php/1924th_Introduction

completely excluded. In this sense, the accuracy of the reconstruction could be never perfect. The last resort to check it out would be *Thai translation of the Draft included in the Archive Vol. 86*. Unfortunately, the resolution and quality of the images in its PDF file is of such a low level that many parts are simply unreadable. However, there is not any other way to ultimately confirm the accuracy of the reconstruction. *The digitalisation of the content of Thai translation* will be tried as the next step of the work in near future.

B. British Intervention in March and December 1923, and …

At the occasion of the investigation of the Archive Vol. 41, there was an unexpected discover of *a diplomatic incidence and a confrontation between Siamese and British governments*. In March 1923, *Dr. James*, the British adviser to the Ministry of Foreign Affairs, suddenly submitted to the Commission of Codification a long list of requests to correct and improve the English text of the Draft for Specific Contracts even though the Draft was not publicly announced yet. According to the utterance of *Phraya Manava Rachasevi*, it was an “Information leakage” ("บันทึกคำสัมภาษณ์ พระยามานวราชเสวี", น.๗๗ – ๗๘).

After a long consideration, the Commission of Codification concluded agreements with *Dr. James* in the period from August to October 1923 totally in 5 instalments, which were reported as the "**Collaboration of Dr. James**" in the Archive Vol. 41.

Soon after the settlement of the diplomatic tension, the Siamese government founded the "Department of Legislative Reduction (กรมร่างกฎหมาย)" on 27th October 1923, probably for the purpose to systematise the legislative procedure and to introduce a strict security measure.

After the promulgation of the Books I and II on 11th November 1923, there was *the second intervention*. On 5th December 1923, Siamese *Prince Traidos Prabandh* received an official letter from the British Legation in Bangkok. In the letter, the British government showed its criticism against the promulgation of the Books I and II without any advanced notification (Archive **Vol.10**, R.10/209 – 211). On such a criticism, the Siamese government had to promise to notify any important promulgation of laws in advance.

Under such circumstances, the first major tasks started for the Department of Legislative Reduction; namely tasks to compile a new Draft of the Book III on Specific Contracts, to print it in an ordinary book format, and to deliver its printed copy to the British Legation. Probably, this is the direct ground for the completion and publication of the Draft April 1924.

However, it was still not the end of the diplomatic tension. After the promulgation of the Book III on 1st January 1925, the British Legation submitted once again the “**Memorandum of the British Legation re: Civil and Commercial Code, Book III**” to the Department of Legislative Reduction (Archive **Vol.92**). But this is another anecdote about the Book III of January 1925.

2nd November 2026

What is the “Draft April 1924”?

A. Its Historical Background

At the beginning of the Archive *“DRAFT CODE ON OBLIGATIONS, XV A”* (*Vol. 46/1* in *“The Archives of the History of Thai Codification”*),[2] *Mr. Guyon* (probably) wrote as follows:

> From March to December 1924, and especially after the issue of *the printed Draft April 1924*, a final revision of the same has been undertaken by the Department of Legislative Drafting, in permanent connection with the High Revising Committee. […]
>
> **[highlighted by the quoter]**

It was the final draft for the part of *“Specific Contracts”* in the *“Civil and Commercial Code for the Kingdom of Siam”*. According to the original concept of the French advisers to the Siamese Government at time (see *“Draft Civil and Commercial Code of 1919”*), the Code would consist of the following tree books:

1. *Book on Obligations*
2. *Book on Capacity of Persons*
3. *Book on Things*

Besides of the general provisions on obligations (*Preliminary* and *Division I - VI*), the 1st book also included the “Specific Contracts” in its *Division VII*.

a. Division of the Book on Obligations

In the period of 25 มิถุนายน 2462 – 3 พฤษภาคม 2463, the initial Thai translation of the Book on Obligations (*Vol. 66*) was accomplished by the following translators:

1. Preliminary and Division Division I – VI (Secs. 1 – 387) by พระยามานวราชเสวี (ปลอด ณ สงขลา)
2. Division VII, Title I – XXI (Secs. 388 – 1128) by พระยาเทพวิถุรพหุลศรุตาบดี (บุญช่วย วณิกกุล)

In the same period, the Commission of Codification probably started to discuss a new request from its Siamese members to divide the Code into two Books. In regard with this issue, Mr. René Guyon wrote in his *"NOTE for the Committee of Translation"* of 24th August 1920 as follows:

> […] I remind that sections 1 to 39 of the present Draft Code of Obligations are general ones; if a Civil Code could have been published at one and the same time, *section 1 to 39 would come in the beginning of such a Code*, and the Book on Obligations would have begun by section 40. […]
>
> **[highlighted by the quoter]**

Indeed, this request was officially approved, and the translation dated กันยายน 2464 (September 1921) introduced the *“Book I on General Provisions”* as follows (*Vol. 71*):

1. “บรรพ ๑ บททั่วไป” contains Secs. 1 – 39.
2. “บรรพ ๒ พันธะธรรม ภาค ๑ ถึง ๖” contains Secs. 40 – 387.

2 The list of the archives is available under: http://openlegaltextbook.info/Centennial/data/uploads/microfilms/digital-collection-thai-codification.pdf

At this stage, ***"Division VII. — Specific Contracts"*** was still included in the ***"Book II on Obligations"***, but its Thai translation was undertaken separately from the foregoing parts. In its version from the period of 20 สิงหาคม 2464 – 26 สิงหาคม 2465, ***Division VII, Titles I – XXI*** was called as follows (***Vol. 72***):

3. "ภาค ๗ สัญญาเฉภาะเรื่อง" contains Secs. 388 – 1128.

At the next stage, however, this part was separated from the Book II and called the ***"Book III Specific Contracts"***. Its Thai translation from the period of 1922 (probably October 1922; provided that this text is identical with the text in ***Vol.84***) was called as follows (***Vol. 73***):

3. "บรรพ ๓ ปริเฉทะสัญญา" contains Secs. 388 – 1128.

Furthermore, ***Title XXII. — Partnerships and Companies*** and ***Title XXIII. — Associations*** were translated separately from the other Titles once again. Its version from the period 2 กันยายน 2465 — 18 ตุลาคม 2466 was called as follows (***Vol. 74***):

4. "ประมวลกฎหมายแพ่งและพาณิชย์ (มาตรา 1129 ถึง 1464) ต้นฉบับตรวจแก้ครั้งที่ ๑"

b. Integration of the Book on Capacity of Persons

In parallel to this issue of "Division of the Code", the Commission of Codification discussed another alteration to the ***Draft 1919***; namely integration of the part "Capacity of Persons" and "Juristic Persons" into the Book I. As a result, the contents of the Book I show a clear similarity to the German and Japanese Civil Codes. The ***"RECORD of the Meeting of the Commission of Codification"*** of 16th October 1922 reported as follows (***Vol. 36/75***):

> According the directions of His Majesty, the Commission of Codification have considered the introduction of *the Part of the Civil Code concerning Capacity of Persons* by the beginning of the present Draft.
>
> They are of opinion that this comes practically to introduce in Book I (General Provisions) additional Titles concerning:
>
> Personality (including Age, Name, Residence, Disappearance).
> Capacity (including General Principles on Incapacitated Persons).
> Juristic Persons.
>
> This is exactly the policy which has been followed in several modern Codes, namely the German, Swiss and Japanese ones where the Book I (General Provisions) contains all these matters.
>
> The Commission of Codification remind that all the above matters are already drafted and included in a Draft "Book on Capacity of Persons" which was printed in 1919 (after a preliminary revision made as soon as 1913). […]
>
> **[highlighted by the quoter]**

After this alteration was approved, the following new versions of Thai translation of the extended Book I and II were accomplished (***Vol. 76*** dated 12th July 1923 and ***Vol. 77*** undated). In these versions, the section numbers were recounted as follows:

1. "บรรพ ๑ บทเบ็ดเสร็จทั่วไป" contains Secs. 1 – 105.
2. "บรรพ ๒ ว่าด้วยหนี้" contains Secs. 106 – 452.

c. Suspension of the Recounting

Accordingly, the section numbers in the Book III had to be recounted now starting from Sec. 453. The document in ***Vol.84*** shows that the Commission of Codification did it using the Thai translation of ***Vol. 73*** "บรรพ ๓ ปริเฉทะสัญญา". At the same time, the members of the Commission began to note many remarks on the text; namely not only for improving the translation, but also *for the purpose of revising the text itself*. However, these operations were suddenly suspended at Sec. 611. What could be a reason for this happing? Probably, the Commission decided for a comprehensive revision of the provisions in the Book III. This decision was presumed to be made in the period of July to November 1923. Indeed, a new Title of "Hire-Purchase" shall be introduced, and many provisions in the Titles "Insurance" and "Bills" shall be newly composed.

d. A new Draft for the Book on Specific Contracts

For this reason, the Commission of Codification began to compile a new draft for the Book III presumably soon after the promulgation of the Book I and II in November 1923. This new draft for the Book III was accomplished in April 1924 and officially published according to the words of *Mr. Guyon cited above*. This is the ***"Draft April 1924"***. However, several circumstances suggest that this Draft covered the Titles I – XXI. The Titles XXII and XXIII were probably not included in it (☞ see the comment to the ***Vol. 87***). The Commission performed its final revision in the period of April to December 1924. Then, it was promulgated on 1st January 1925.

B. How could the Draft April 1924 be reconstructed?

Unfortunately, this original English text of the Draft April 1924 is not included in the ***"The Archives of the History of Thai Codification"***, or lost. Is there any possibility to know of its original English text? The Archives offer following materials to presume the original text:

1. ***Vol. 86***: The Thai translation of the Draft April 1924, Titles I – XXI (Secs. 453 – 1179). It has also many revising remarks exactly corresponding to the final alterations of the Draft April 1924.
2. ***Vol. 89***: The records or reports of the final alterations of the Draft April 1924 (บันทึก ที่ ๑ ถึง ๔๑). This document shows which sections were deleted, improved, replaced with new wordings, or newly inserted. For the *most* cases of improvement, replacement, and insertion, each Report has reference text which shows the positions and contents of alterations. There are totally 604 issues. The most alterations regard the Titles I – XXI. The alterations regarding the Titles XXII and XXIII are only 8 issues. There must have been further reports of alterations for the last two Titles. Unfortunately, they are not discovered yet.
3. ***Vol. 88***: The final result of the alterations in the period of April – December 1924. It covers all the Titles from I to XXIII (Secs. 453 – 1297). Its Thai translation was promulgated on 1st January 1925.
4. ***Vol. 87***: This document includes firstly the reference texts annexed to the Reports of the alterations for the Titles XV – XXI. Secondly, the Titles XXII and XXIII of the ***Draft 1919*** (Secs. 1129 -1464) are treated once again and remarked with the final alterations from the period of April – December 1924. However, the recounted section number starts with 1012 and ends with 1297. This fact suggests that the Commission had firstly

accomplished the revision of Secs. 453 – 1179 of the Draft April 1924 and recounted them. The new section number for the Titles I – XXI starts with 453 and ends with 1011. Then, the Commission started the revision of the Titles XXII and XXIII with the text from the ***Draft 1919***. Then, the Commission recounted the finalised sections starting with 1012 and ended with 1297. If this presumption is correct, then it would mean that these two Titles were not included in the Draft April 1924.

The following steps were applied to these documents.

Step 1

Firstly, the Thai translation in the ***Vol. 86*** was to be compared with the text of the ***Draft 1919***, and the recognised correspondences between them were listed in a long table (“Correspondence table”).

Step 2

Each alteration recorded in the ***Vol. 89*** was entered into the line of the section in question in the “Correspondence table”, and remarked with its kind of alteration (improvement, delation, or insertion). “Replacement” was described as combination of delation and insertion in one and same alteration.

Step 3

Additionally, the finalised section numbers in the ***Vol. 88*** were entered into the lines of sections in question. In this way, the table ***“Tracing the Alteration Process”*** was created (***PDF***).

Step 4

According to the first table just mentioned above, the second larger table was created, which lists contents of all the *reference texts* annexed to the “Reports (บันทึก)” of alterations in the ***Vol. 89*** together with the contents of the *corresponding sections* from the ***Draft 1919, Division VII***. In cases where the Reports do not contain information enough, then *supplementary information* was entered from the ***Vols. 45, 86,*** or ***87*** if they have any.

Step 5

Additionally, the *finalized texts of the finished sections* in Vol. 88 were entered into the lines of sections in question together with *their Thai translation* in the Book III (January 1925). In this way, the table ***“Visualization of the Alteration Process”*** was created (***PDF***).

Step 6

The contents of the sections in the Draft April 1924 could be reconstructed by way of comparison between three main columns in the table ***“Visualization of the Alteration Process”***; namely (1) the sections of the ***Draft 1919***, (2) the reference texts from the ***Reports***, and (3) the finalized texts in the ***Draft December 1924***. Following several samples show the methods to reconstruct the original text of the Draft April 1924:

(a) **Sample 1** shows a case where **Sec. 399** in the ***Draft 1919*** was adopted to **Sec. 461** in the ***Draft December 1924*** without any changes;

[Sample 1]

Draft of 1919	Alterations & Location (Vol.86, 87, or 89)	Altered Draft of B.E. 2467 (Vol.88)
DUTIES AND LIABILITIES OF THE SELLER. [Part] I. — DELIVERY.		DUTIES AND LIABILITIES OF THE SELLER. PART I. DELIVERY.
Ob.399	[Vol.86] 464 (86/12)	[Vol.88] Section 461. (88/3)
The seller is bound to deliver to the buyer the property sold.	<== No alteration to Draft 1919 ==>	The seller is bound to deliver to the buyer the property sold.

Accordingly, *Sec. 464 in the Draft April 1924 must have the same text*. In such a case, there was no utterance to this section in the Reports.

(b) **Sample 2** shows a case where **Sec. 410** in the ***Draft 1919*** was once adopted to **Sec. 475** in the ***Draft April 1924*** *without any changes*. Then, it was adopted to **Sec. 474** in the ***Draft December 1924*** *with improvement* reported in the ***"Report No.15, Term No.1"***;

[Sample 2]

Ob.410	[Vol.89] 15(01); 475 (89/70)	[Vol.88] Section 474. (88/7)
The liability for a defect is extinguished by prescription one year after the discovery of the defect.	~~The~~ No action for liability for ~~a~~ defect ~~is extinguished by prescription~~ can be entered later than one year after the discovery of the defect.	No action for liability for defect can be entered later than one year after the discovery of the defect.

Accordingly, *Sec. 475 in the Draft April 1924 must have the same text as in the Draft 1919*.

(c) **Sample 3** shows a case where **Sec. 439** in the ***Draft 1919*** was adopted to **Sec. 500** in the ***Draft December 1924*** *with some improvements*. However, there is neither utterance to this section nor record about the alterations in question in the ***Reports***;

[Sample 3]

Ob.439	[Vol.86] 504 (86/25)	[Vol.88] Section 500. (88/14)
Costs of the sale borne by the buyer must be reimbursed together with the price. Costs of redemption must be borne by the person who redeems.	Costs of the sale borne by the buyer must be reimbursed together with the price. Costs of redemption ~~must be~~ are borne by the person who redeems. * No record of alterations in the Reports (บันทึก)	Costs of the sale borne by the buyer must be reimbursed together with the price. Costs of redemption are borne by the person who redeems.

In such a case, it is reasonable to presume that *the alterations in question were already done in Sec. 504 in the Draft April 1924*. However, this presumption must be re-confirmed through comparison with the Thai translation of **Sec. 504** in the ***Vol. 86***.

(d) **Sample 4** shows another case where a section in the ***Draft 1919*** was adopted to a section in the ***Draft December 1924*** *with some improvements*. However, the reference text to the Reports does not have any information what and how the text was changed;

[Sample 4]

Ob.425	[Vol.89] 03(02); 490 (89/16)	[Vol.88] Section 485. (88/10)
A non-liability clause cannot exempt the seller from the consequences of : 1) Facts which he knew at the time of the sale and concealed. 2) Rights which he created in favour of, or transferred to, third persons subsequently to the sale.	A non-liability clause cannot exempt the seller from the consequences of ~~:~~ ~~1) Facts which he knew at the time of the sale and concealed.~~ ~~2) Rights which he created in favour of, or transferred to, third persons subsequently to the sale~~ his own acts or of facts which he knew and concealed. * No record of alterations, only the altered text.	A non-liability clause cannot exempt the seller from the consequences of his own acts or of facts which he knew and concealed.

In this case, **Sec. 490** in the reference text to the ***"Report No.3, Term No.2"*** is simply the same one as in **Sec. 485** in the ***Draft December 1924***. Under such circumstances, *it is hardly possible to determine the time point of the alterations*. At the end, we must check the

Thai translation of Sec. 490 in the *Vol. 86*.to know whether the alterations had been already done in the *Draft April 1924* or not.

(e) **Sample 5** shows a case where Sec. 547 in the *Draft April 1924* was replaces with a new text according to the *"Report No.8, Term No.4"*;

[Sample 5]

Ob.481	[Vol.89] 08(04); 547 (89/33)	[Vol.88] Section 532. (88/22)
If the donee is convicted by a final judgment of having intentionally and unlawfully caused the death of the donor, the heirs of the donor are entitled to claim cancellation of the gift by the Court.	The heir of the donor can claim revocation only if the donee has intentionally and unlawfully killed the donor or prevented him from revoking the gift, However, the heir may continue an action which has been duly entered by the donor. * Adoption of a new text.	The heir of the donor can claim revocation only if the donee has intentionally and unlawfully killed the donor or prevented him from revoking the gift, However, the heir may continue an action which has been duly entered by the donor.

On the other hand, there is no information about the original text of Sec. 547 in the *Draft April 1924*. It could be presumed that *Sec. 547 in the Draft April 1924. had originally the same text as Sec. 481 in the Draft 1919*, however, there is no evidence for this presumption. For this reason, it is necessary to reconfirm it through comparison with the Thai translation of Sec. 481 in the *Vol. 86*.

(f) **Sample 6** shows a similar case to **Sample 5**, but this time, there is no entry in the column for the *Draft 1919*. However, the table *"Tracing Alteration Process"* indicates that there was another Sec.493 which corresponded to Sec. 428 in the *Draft 1919* as follows;

[Sample 6]

-	[Vol.89] 04(01); 493 (89/18)	[Vol.88] Section 490. (88/11)
[No corresponding section in Draft 1919]	If a time is fixed for the delivery of the property sold it is presumed that the same time is fixed for the payment of the price. * Adoption of a new text.	If a time is fixed for the delivery of the property sold it is presumed that the same time is fixed for the payment of the price.

[Information about Sec. 493 from the Table "Tracing Alteration Process"]

420	--	492 ter. (89/12)	ins.	02(07)	89/7		**489**
~~428~~	~~493~~		del.	03(04)	89/15		
--	--	493 (89/18)	ins.	04(01)	89/17		**490**

Accordingly, it could be presumed that the original Sec.493 had the same text as Sec. 428 in the *Draft 1919*. Of course, this presumption must be reconfirmed through comparison with the Thai translation of Sec. 493 in the *Vol. 86*.

(g) In cases where sections in the *Draft April 1924* were deleted through the final alterations, there is absolutely no information about original texts of such sections in the *Draft April 1924* because the Reports in the *Vol. 89* contain no utterance to them. Under these circumstances, *the Thai translation in the Vol. 86 is the only source* to reconstruct such sections in the *Draft April 1924*, for instance;

[Sample 7]

ส่วนที่ ๓ คำมั่นในการซื้อขาย							
~~396~~	~~461~~		del.	01(05)	89/2		
~~397~~	~~462~~		del.	01(05)	89/2		
~~398~~	~~463~~		del.	01(05)	89/2		

In case some differences are identified between sections in the ***Draft 1919*** and the Thai translation of the ***Draft April 1924*** in the ***Vol. 86***, such differences are remarked in their reconstruction, for instance;

[Reconstruction for Sample 7]

> ~~396~~ **461**. — A promise of sale is a contract whereby one party agrees to sell or to buy a property, and the other party agrees that he will at his discretion either complete or not complete the sale.
>
> บุคคลฝ่ายที่ได้ทำคำมั่นให้นั้น ชื่อว่าเปนผู้ให้คำมั่น และคำมั่นนั้นทำให้แก่ผู้ใด ผู้นั้นชื่อว่าเปนผู้รับคำมั่น
>
> ~~397~~ **462**. — If the other party notifies his intention to complete the sale, the promise of sale has the effect of a contract of sale as soon as the notification reaches the first party.
>
> ~~398~~ **463**. — If no time is fixed for the notification, the party who made the promise can fix a reasonable time and call upon the other party to answer within that time whether he will complete the sale or not.
>
> If he does not answer within that time, the contract is extinguished.

In this case, the Thai translation of **Sec. 461** in the ***Vol. 86*** has the second paragraph which does not exist in **Sec. 396** in the ***Draft 1919***. Under such circumstances, it would be reasonably presumed that *the second paragraph was added to the* **Sec. 461** *in the* ***Draft April 1924***. However, its original text in English is not discovered yet. Therefore, The <Thai translation> was added to the reconstruction of **Sec. 461**.

The main part of this paper, the reconstruction of the Draft April 1924 was compiled through such considerations as demonstrated in the samples above. In other words, this version of the reconstruction is still a provisional conclusion. It must be improved as soon as new information will be discovered in the ***Archives of the History of Thai Codification***.

Preliminary Assessment

Nevertheless, using this provisional reconstruction, we could try a *basic assessment of the contribution by the French commissioners* to the codification of the Book III on Specific Contracts. We can distinguish following two stages of numerical assessments; namely in the first stage of the ***Draft April 1924***, and in the second stage of the ***Draft December 1924***.

The First Stage

The original ***Draft of Book on Obligations (1919), Division VII, Titles I — XXI,*** contain **741** sections (Secs. 388 — 1128). These sections experienced following alteration in the ***Draft April 1924***:

- **22** sections were deleted, in other words, ***719*** *sections have survived the revision;*

- Secs. 676, 677, 769, 770, 771, 772, 773, 774, 775, 782, 805, 828, 829, 888, 940, 942, 953, 976, 1088, 1089, 1110, 1120 in the ***Draft 1919***.

- **40** sections were integrated to **20** sections;
  - Secs. 931 & 932 in the ***Draft 1919*** were integrated together to Sec. 1001 in the ***Draft April 1924***.
  - Secs. 1009 – 1027 & 1055 – 1073 in the ***Draft 1919*** were respectively integrated together to Secs. 1116 – 1134 in the ***Draft April 1924***.
- **3** sections were divided into **6** sections;
  - Secs. 882, 944, 1109 in the ***Draft 1919***.were respectively divided into Secs. 941 & 942, 988 & 1017, and 1159 & 1160 in the ***Draft April 1924***.
- **25** new sections were introduced;
  - Secs. 612, 613, 614, 762, 886, 887, 888,986, 991, 992, 993, 996, 997, 998, 1000, 1004, 1009, 1010, 1011, 1012, 1013, 1138, 1139, 1170, 1171 in the ***Draft April 1924***.

As a result, among **727** sections in the ***Draft April 1924*** (Secs. 453 – 1179), totally **702** sections had their origin in the ***Draft 1919***. In a simple numerical calculation, it is more than 96%. Accordingly, we could say that *the influence of the original Draft 1919 was still quite dominant* in this stage.

The Second Stage

Through the final alterations during May – November 1924, these **702** sections experienced following deep changes:

- Only **347** sections from the ***Draft 1919*** could survive the revision in the ***final Draft of December 1924***. Among them;
  - **110** sections were adopted without any changes;
  - **237** sections were adopted with improvements;
  - Other **355** sections from the ***Draft 1919*** were ultimately deleted.
- Further **212** sections were newly introduced;
  - **18** sections had been already introduced in the stage of the ***Draft April 1924***;
  - **194** sections were newly introduced in the ***final Draft of December 1924***.

Accordingly, among **559** sections in the ***final Draft of December 1924*** (Secs. 453 – 1011), **347** sections had still their origin in the ***Draft 1919***. In a simple numerical calculation, it is 62%. Compared to the stage of the ***Draft April 1924***, the influence of the ***Draft 1919*** was drastically reduced. However, *more than 60% of the sections in the **Book III of 1925** had still their origin in the **Draft 1919***. These sections could be called the ***"Heritage of the French Commissioners in the Book III"***.

Another Question:

Coordination of Book III with Book I and II

A. “Old Text” or “New Text”?

Regarding the codification of the Book III in the period of April — December 1924, there is another basic question; namely whether the Book III of January 1925 was coordinated with Book I & II of November 1923 (***“Old Text”***) or rather with the Book I & II of November 1925 (***“New Text”***).

Until the stage of the ***Draft April 1924***, the leading concepts of the Book III followed the original plans of the French commissioners. In this sense, this Draft was apparently closely coordinated with the Book I & II of November 1923.

However the revision in the period of May — November 1924 has fundamentally reworked the sections in the Draft as described in the “Preliminary Assessment”. Accordingly, it could be reasonably presumed that the Book III in the stage of the ***Draft December 1924*** was *closely coordinated rather with the coming new version of the Book I & II of November 1925*.

Unfortunately, there is no direct evidence for this presumption. In this regard, the leading drafter of the ***“New Text”***, พระยามานวราชเสวี, once made following utterances:

> **อ.แสวง** ผมใคร่จะเรียนถามปัญหาอาจารย์อีกประการหนึ่ง คือ ประมวลแพ่ง บรรพ ๑ บรรพ ๒ ซึ่งเราเอามาจากเยอรมันแล้วนั้น บรรพ ๓ คือกฎหมายพาณิชย์ เรานำมาจากไหนครับ?
>
> **พระยามานวราชเสวี** อ๋อ *เอามาจากที่เดียวกัน เราเอามาจากญี่ปุ่นด้วยกันทั้งนั้น* คือต้นตอมาจากเยอรมันนั่นเอง
>
> **[highlighted by the quoter]**

* ภาควิชานิติศึกษาทางสังคม ปรัชญา และประวัติศาสตร์ คณะนิติศาสตร์ มหาวิทยาลัยธรรมศาสตร์ ***บันทึกคำสัมภาษณ์ พระยามานวราชเสวี***, วิญญูชน พ.ศ.๒๕๕๗ น.๔๐

According to these words, the Book III was compiled with the same methods as the Book I & II of 1925 (***“New Text”***), but it was quite uncertain if he meant the Book III in the version of *January 1925* or in the version of *January 1929*.

Above all, there are some circumstances which support the presumption that the Book III of January 1925 belongs to the ***“New Text”***. As follows:

a. Reports No.1 — 9

As cited at the beginning of this Notes, *Mr. Guyon* reported that a final revision of the ***Draft April 1924*** has been undertaken by the Department of Legislative Drafting from March to December 1924. these final alterations to the Draft were described in the ***“Reports (บันทึก) No. 1 to 41”***, which are recorded in the Archive ***Vol.89***. Among them, the ***Reports No.1 — No.9*** (Page 89/1 - 89/42) were submitted under the name of พระยามานวราชเสวี. These Reports cover the revision work in the period of May — July 1924 and the sections in the Titles I “Sale” — IV “Hire of Property”. It means that *the revision work of the **Draft April 1924** was started and conducted by พระยามานวราชเสวี*. After that, he left this task to other persons, and he himself moved to other tasks; namely publication of the “Illustration” and “Commentary” of the Book I & II of 1923.

At the same time, however, *he must have already started the drafting work of the coming "New Text"*. It would be surely quite optimal if all the three Books — a new version of the Book I& II and the Book III — could be promulgated at once. But in reality, the drafting work of the *"New Text"* was not so easy as he had expected ("มันง่ายดี แล้วก็เร็วดี" — *บันทึกคำสัมภาษณ์ พระยามานวราชเสวี* น.๔).

If such a description of the development during this period would be correct, then it means that the revision of the *Draft April 1924* and the preparation for the *"New Text"* started and proceeded almost simultaneously. In this case, the both operations must have been coordinated and harmonized.

b. The Royal Edict of 1st January 1925

When the final revision of the *Draft April 1924* was finished, it was quite clear that the drafting work for the *"New Text"* would not be ready by 1st January 1925; namely the day of promulgation of the Book III. Under such circumstances, the postponement of implementation of the Book I & II was unavoidable in order to acquire a necessary time for accomplishment of the Draft for the *"New Text"*.

On 15th December 1924, the Department of Legislative Redaction issued the following *"MEMORANDUM"* (*Vol.47/260 – 261*):

> After the revision of Book III of the Draft Civil and Commercial Code which has been approved by the High Revising Committee, it seems desirable *to have a final touch of Book I and II*, so as to improve and put it in working harmony with the former. In order to effect this, the postponement of the operation of Book I and II should be made. [...]
>
> The provisions of three Books are so closely connected that it is not advisable to separate their operation on different dates. [...]
>
> For these reasons the Department beg to propose the postponement of the operation of Book I and II to the same date as the enforcement of Book III, i.e. the 1st day of January B.E. 2468 *[1st Jan. 1926]*.
>
> **[highlighted by the quoter]**

Accordingly, the postponement of implementation of the Book I & II was necessary for the purpose *to adjust and harmonize these Codes with the Book III* (!) However, this would be a perverted logic because the Book I and II establish the basic principles in civil law, and the Book III would be the application of these principles. Principally, the Book III should be adjusted to the Book I and II.

In reality, this postponement was planned not for their simple adjustment of the Book I & II, but for their replacement with new Codes which should be well coordinated with the Book III.

According to the proposal of the Department of Legislative Redaction, the *"Royal Edict of 1st January 1925"* was issued for the promulgation of the Book III and the postponement of implementation of the Book I and II as follows:

> ประกาศพระราชกฤษฎีกา

> ให้ใช้บรรพ ๓ และเลื่อนเวลาใช้บรรพ ๑ และ ๒
> แห่งประมวลกฎหมายแพ่งและพาณิชย์
> ———————
>
> มีพระบรมราชโองการ ในพระบาทสมเด็จพระรามาธิบดีศรีสินทรมหาวชิราวุธ พระมงกุฎเกล้าเจ้าอยู่หัว ดำรัสเหนือเกล้า ฯ ให้ประกาศจงทราบทั่วกันว่า
>
> การชำระประมวลกฎหมายได้ดำเนิรมาโดยลำดับ ทรงพระราชดำริห์ว่าบัดนี้สมควรจะเพิ่มบทบัญญัติในบรรพ ๓ ซึ่งชำระสำเร็จแล้วเข้าอีกส่วนหนึ่งในประมวลกฎหมายแพ่งและพาณิชย์ได้
>
> แต่*เพราะเหตุที่บรรพ ๑, ๒ และ ๓ แห่งประมวลกฎหมายแพ่งและพาณิชย์ มีเนื้อความเกี่ยวโยงเนื่องกัน ควรจะใช้ให้พร้อมกันทั้ง ๓ บรรพ* ทรงพระราชดำริห์ว่าสมควรที่จะเลื่อนเวลาใช้บรรพ ๑ และ ๒ ที่ได้กำหนดไว้ ให้ใช้ในวันที่ ๑ มกราคม พ.ศ. ๒๔๖๗ นั้น ออกไปใช้พร้อมกับบรรพ ๓
>
> จึ่งทรงพระกรุณาโปรดเกล้า ฯ ให้ตราพระราชกฤษฎีกาไว้ดังต่อไปนี้ [...]
>
> **[highlighted by the quoter]**

In accordance with the Royal Edict of 1st January 1925, the revised the Book I & II were promulgated on 11th November 1925 and implemented on 1st January 1926 together with the Book III of January 1925. Under such circumstances, it is quite reasonable to presume that the revision of the Draft April 1924 was closely coordinated and harmonized with the revision of the Book I & II.

B. Evidence (I): Rescission of Contract

One evidence for the presumption of the coordination could be seen in the concepts of "Rescission of Contract".

a. Original Concept of the French Commissioners

Mr. Guyon and other French commissioners had developed an original concept for "Remedies for Non-performance" in the ***Draft 1919, Division IV — Effects of Obligation, Title II — Rights of the Creditor, Chapter II — Non-Performance, Part II — Remedies of the Creditor***. Its Sec. 262 provided as follows:

> **Sec. 262. Draft 1919**
>
> From the time when the debtor is in default, the creditor may claim specific performance of the obligation.
>
> If the obligation arose out of a contract, the creditor may claim *cancellation of the contract*, except when the law provides that his remedy is to *determine the contract*.
>
> The creditor is also entitled to compensation for any injury caused to him by the non-performance, except in the cases provided by Part IV of this Chapter.
>
> **[highlighted by the quoter]**

This provision is really very interesting and even quite modern. In any way, in its 2nd paragraph, The French advisers to the Siamese Government at the time attempted to compromise two different concepts about "Rescission of Reciprocal Contract"; namely the French scheme and German one. For this purpose, they distinguished "*Cancellation*" and "*Determination*" of contract.

(a) **"Cancellation of Contract"** seems to be adopted from the ***French Civil Code (1804)***. Its **Article 1184** provided as follows;

> **Article 1184. French Civil Code (1804)**
>
> A resolutory condition is always implied in synallagmatic [=reciprocal] contracts, in case one of the two parties does not carry out his obligation.
>
> In such a case, *the contract is not rescinded as a matter of law*. The party complaining of the non-performance of the obligation may either compel the other party to carry out the agreement when it is possible or *demand its resolution with damages and interest*.
>
> **[highlighted by the quoter]**

According to this French concept, the contract may not be automatically rescinded even if a "resolutory condition" is fulfilled with non-performance by one of the parties to the contract. The other party must sue the untrue party and demand rescission of contract by the Court. In this way, *a formal lawsuit and approving judgment by Court is necessary to rescind a contract*. The French advisers decided for this French concept as a *general remedy for non-performance*. For instance, the ***Draft 1919***, **Sec. 450 in the Title "Sale"**, provided as follows;

> **Sec. 450. Draft 1919**
>
> Sale of immovable property.
>
> In case of deficiency or excess not exceeding five per cent of the total area specified in the contract, the buyer is bound to accept the property and pay the proportionate price at so much per unit.
>
> In case of deficiency or excess exceeding five per cent, the buyer has the option either to accept the property and pay the proportionate price, or to *claim cancellation of the contract*.
>
> **[highlighted by the quoter]**

(b) On the other side, **"Determination of Contract"** seems to be adopted from the ***German Civil Code (1896)***. Its **Sec. 349** provided as follows;

> **§ 349. German Civil Code (1896)**
>
> Rescission is effected *by declaration to the other party*.
>
> **[highlighted by the quoter]**

According to this German concept, the rescission of contract is simply effected when the one party declares his intention to rescind the contract. Neither formal lawsuit nor court decision is necessary. The French commissioners planed to introduce this German scheme *exclusively for cases of continuous contract*. For instance, the ***Draft 1919***, **Sec. 500 in the Title "Hire of Property"**, provided as follows;

> **Sec. 500. Draft 1919**
>
> In case of delivery in unsuitable condition, the lessee may *determine the contract*.
>
> **[highlighted by the quoter]**

b. Book II of November 1923

The first version of the Book II (*"Old Text"*) adopted the original concept of the French commissioners for rescission of contract. Its Sec. 328 provided as follows;

> **มาตรา ๓๒๘ บรรพ ๒ (พ.ศ. ๒๔๖๖)**
>
> ตั้งแต่เวลาลูกหนี้ผิดนัด เจ้าหนี้จะเรียกให้ชำระหนี้โดยเฉภาะเจาะจงก็ได้
>
> ถ้าหนี้นั้นเกิดแต่มูลสัญญาไซร้ เจ้าหนี้จะเรียกให้*เพิกถอนสัญญา*ได้ เว้นแต่ในคดีที่กฎหมายบัญญัติว่าทางแก้ของเจ้าหนี้นั้นจะพึง*เลิกสัญญา*เสียเอง
>
> เจ้าหนี้ยังชอบที่ได้ค่าสินไหมทดแทนที่ต้องเสียหายอย่างใด ๆ อันเกิดขึ้นแก่ตนด้วยการไม่ชำระหนี้ เว้นแต่ในบทที่บัญญัติไว้ในหมวด ๔ แห่งลักษณนี้
>
> **[highlighted by the quoter]**

"Cancellation of Contract" and "Determination of Contract" were translated respectively as **"เพิกถอนสัญญา"** and **"เลิกสัญญา"**.

c. Draft April 1924

As already mentioned in the "Preliminary Assessment, the First Stage", the *Draft April 1924* mostly maintained the original concepts of the French commissioners. Also in the concept for "Rescission of Contract", the distinction between **"เพิกถอนสัญญา"** and **"เลิกสัญญา"** remained without any changes:

- Following sections contain the wording **"Cancellation of Contract (เพิกถอนสัญญา)"**;
  - Sale: 515, 516
  - Gift: 541, 546, 547, 548, 550
  - Hire of Property: 608, 639, 641
  - Compromise: 970, 971
  - Current Account: 977
  - Insurance: 1017
- Following sections contain the wording **"Determination of Contract (เลิกสัญญา)"**;
  - Gift: 536
  - Hire of Property: 565, 566, 568, 569, 577, 585, 594, 595, 601, 603, 607, 608, 610
  - Hire-Purchase: 613, 614
  - Hire of Services: 619, 620, 622, 623, 624, 626, 627
  - Hire of Work: 652, 653
  - Loan: 705
  - Suretyship: 777
  - Agency: 928, 940, 942, 945, 947, 948
  - Current Account: 980
  - Insurance: 996, 1000, 1019

d. The final Draft of December 1924

During the final revision of the *Draft April 1924*, however, most of the sections about **"Cancellation**

of Contract (เพิกถอนสัญญา)" were removed. Only four sections remained with this wording in the ***Draft December 1924***; namely **Secs. 571, 596, 857**, and **892**:

> **Sec. 571. Draft December 1924** (← from Sec. 608 Draft April 1924)
>
> If a hire of paddy land is extinguished, determined or *cancelled* after the hirer has planted the paddy, the hirer is entitled to remain in possession till the harvest is finished, on paying the rent.
>
> **มาตรา ๕๗๑ บรรพ ๓ (พ.ศ. ๒๔๖๗)**
>
> ถ้าสัญญาเช่าที่นาระงับลง ฤๅเลิก ฤๅ*เพิกถอน* เมื่อผู้เช่าได้เพาะปลูกข้าวแล้วไซร้ ท่านว่าผู้เช่าย่อมมีสิทธิที่จะครองนานั้นต่อไปจนกว่าจะเสร็จการเกี่ยวเก็บ แต่ต้องเสียค่าเช่า
>
> **Sec. 596. Draft December 1924** (← from Sec. 639 Draft April 1924)
>
> If the work is delivered after the time fixed in the contract, the employer is entitled to a reduction of remuneration or when time is of essence of the contract to *cancellation*.
>
> **มาตรา ๕๙๖ บรรพ ๓ (พ.ศ. ๒๔๖๗)**
>
> ถ้าผู้รับจ้างส่งมอบการที่ทำไม่ทันเวลาที่ได้กำหนดไว้ในสัญญาก็ดี ฤๅถ้าไม่ได้กำหนดเวลาไว้ในสัญญา เมื่อล่วงพ้นเวลาอันควรแก่เหตุก็ดี ผู้ว่าจ้างชอบที่จะได้ลดสินจ้างลง ฤๅถ้าสาระสำคัญแห่งสัญญาอยู่ที่เวลา ก็ชอบที่จะ*เลิกสัญญา*ได้
>
> **Sec. 857. Draft December 1924** (← from Sec. 977 Draft April 1924)
>
> The entry of a bill in a current account is presumed to be made on condition that the bill will be paid. If the bill is not paid, the entry may be cancelled.
>
> **มาตรา ๘๕๗ บรรพ ๓ (พ.ศ. ๒๔๖๗)**
>
> การนำตั๋วเงินลงเปนรายการในบาญชีเดิรสพัดนั้น ท่านให้สันนิษฐานไว้ก่อนว่าได้ลงด้วยเงื่อนไขว่าจะมีผู้ชำระเงินตามตั๋วนั้น ถ้าและตั๋วนั้นมิได้ชำระเงินไซร้ จะ*เพิกถอน*รายการอันนั้นเสียก็ได้
>
> **Sec. 892. Draft December 1924** (← from Sec. 1017 Draft April 1924)
>
> In case of *cancellation* of the contract under Section 865, the insurer has to return to the assured or to his heirs the redemption value of the policy.
>
> **มาตรา ๘๙๒ บรรพ ๓ (พ.ศ. ๒๔๖๗)**
>
> ในกรณี*เพิกถอนสัญญา*ตามความในมาตรา ๘๖๕ ผู้รับประกันภัยต้องคืนเงินให้แก่ผู้เอาประกันภัย ฤๅทายาทของผู้นั้น เปนค่าไถ่ถอนกรมธรรม์ประกันภัย
>
> **[highlighted by the quoter]**

Indeed, the wording **"Cancellation of Contract (เพิกถอนสัญญา)"** itself remained yet. However, it could be easily recognized that *there is no substantial provisions of "Cancellation of Contract" any more* as follows:

1. **Sec. 571** simply contains the wording "if a hire of paddy land is [...] cancelled". It has

no substantial provision about **"Cancellation of Contract"**.

2. **Sec. 596** is a *genuine provision about* ***"Cancellation of Contract"***, but the wording **"เพิกถอนสัญญา"** was replaced with the wording **"เลิกสัญญา"** in the final Thai translation.
3. **Sec. 857** is a provision about **"Cancellation of *an entry in a current account*"**, but not about **"Cancellation of *Contract*"**.
4. **Sec. 892** is a provision about "**Cancellation of Contract *due to a Voidable Act (โมฆียะกรรม)***", but not about **"Cancellation of Contract *due to Non-performance*"**.

In such a manner, all the substantial provisions about **"Cancellation of Contract"** were completely eliminated from the ***Draft December 1924***.

e. Book II of 1925

After those necessary preparation works were done, พระยามานวราชเสวี introduced the concept of "Rescission of Contract" from the ***Revised Civil Code of Japan (1896)***.

In the part of "Reciprocal Contract", the Japanese drafters preferred the German concept to the French concept. However, they did not directly introduce the German provisions due to the special "Impossibility Theory" in the German provisions.[3] For this reason, they developed their own concept (**Arts. 540 — 548**) based on the ***1st Draft of German Civil Code (1888)*** and the ***Swiss Federal Code of Obligations (1881)***.

พระยามานวราชเสวี introduced these Japanese provisions into the ***Book II of 1925***, **Secs. 386 — 394**, without any essential changes. The first section in this part declares the principle of "Rescission of Contract *by way of "Declaration of Intention"*:

> **Art. 540, Revised Civil Code of Japan**
>
> If in virtue of a contract or by the provisions of the law, one of the parties concerned has the right of rescission, rescission is effected *by an expression of intention to the other party*.
>
> The expression of intention of the preceding Paragraph cannot be annulled.
>
> **มาตรา ๓๘๖ บรรพ ๒ (พ.ศ. ๒๔๖๘)**
>
> ถ้าคู่สัญญาฝ่ายหนึ่งมีสิทธิเลิกสัญญาโดยข้อสัญญาหรือโดยบทบัญญัติแห่งกฎหมาย การเลิกสัญญาเช่นนั้นย่อมทำ*ด้วยแสดงเจตนาแก่อีกฝ่ายหนึ่ง*
>
> แสดงเจตนาดังกล่าวมาในวรรคก่อนนั้น ท่านว่าหาอาจจะถอนได้ไม่
>
> **[highlighted by the quoter]**

C. Evidence (II): Prescription

The second evidence for the coordination between three Books would be a basic change in the understanding of the effect of prescription (อายุความ).

3 About the development of the German concepts, see ***"Materials: Rescission of Contract —Its Origin and Drafting Process in the German Law"***, available under: http://www.openlegaltextbook.info/LA275/index.php?id=special

a. Original Concept of the French Commissioners

As is commonly known, there are two different concepts about the effect of prescription; namely the substantial extinction of a right on the one side, and the procedural limitation of an action on the other side. The French commissioners at the time apparently followed the understanding of prescription as "extinction of a right". According to this concept, they proposed the general provisions about it in the ***"Book on Obligations, Division VI. Title V. Prescription"*** (Secs. 360 – 387) in the ***Draft 1919***. These general provisions were adopted into the Book II of 1923 as "**มาตรา ๔๒๕ ถึง ๔๕๒**". Its first section provided as follows:

> **Sec. 360. Draft 1919**
>
> A right is *extinguished by prescription* if the creditor does not exercise it during the time provided by law.
>
> **มาตรา ๔๒๕ บรรพ ๒ (พ.ศ. ๒๔๖๖)**
>
> ถ้าเจ้าหนี้ไม่ใช้สิทธิในระหว่างเวลาที่กฎหมายบัญญัติไว้ไซร้ ท่านว่าสิทธินั้น*สิ้นไปโดยอายุความ*
>
> **[highlighted by the quoter]**

Besides the general provisions, there were a lot of *special provisions* in the ***"Book on Obligations, Division VII. Specific Contracts"***, which mostly provided shorter period of time for prescription.

b. Draft April 1924

The most of such special provisions were further adopted into the ***Draft April 1924*** as following 20 sections:

- Sale: 475, 486, 508, 517
- Gift: 547, 550
- Hire of Property: 570, 579, 597
- Hire of Work: 645
- Carriage: 675
- Loan: 715
- Deposit: 744, 751
- Pledge: 859
- Current Account: 983
- Insurance against Loss: 1007
- Bills: 1125, 1127, 1164

For instance, **Sec. 475** had a following wordings:

> **Sec. 475. Draft April 1924**
>
> The liability for a defect is *extinguished by prescription* one year after the discovery of the defect.

c. The final Draft of December 1924

During the revision and alterations between May and December 1924, however, 8 of 20 special provisions were removed, and the following 12 sections remained:

- Sale: 474, 481, 504
- Hire of Property: 563
- Hire of Work: 601
- Carriage: 624
- Loan: 649
- Deposit: 671, 678
- Pledge: 763
- Insurance against Loss: 882
- Bills: 1001

Moreover, the formulation and wordings of these sections were basically changed. For instance, Sec. 474 has now a following formulation:

> **Sec. 474. Draft December 1924**
>
> *No action* for liability for defect *can be entered* later than *one year after* the discovery of the defect.

In such a manner, the wording *"be distinguished by prescription"* has been completely removed from the sections in ***Book III on Specific Contract***.

Also in the **Title XXII "Partnerships and Companies"**, which was apparently not included in the ***Draft April 1924***, the ***Draft 1919*** contained 6 sections with the concept of rights "*extinguished by prescription*"; namely Secs. 1155, 1184, 1188, 1265, 1303, and 1409. The ***Draft December 1924*** maintained these sections but completely recomposed them according to the concept of actions "*barred by prescription*"; namely Secs. 1038, 1067, 1068, 1133, 1170, and 1272. This point shows that the coordination with the parallelly drafted new version of the Book I and II (***"New Text"***) was one of the main policies for the revision of this Title.[4]

d. Book I of 1925

Apparently, it was one of the basic policies of พระยามานวราชเสวี to replace the existing general provisions on prescription with the German ones. ***The German Civil Code*** ("BGB") of 1896 has following provisions:

> **§ 194. BGB**
>
> The right to demand an act or forbearance from another is subject to prescription.
>
> **§ 218. BGB**
>
> *A claim* established by a non-appellable judgment *is barred by prescription* in thirty years, even if it is itself subject to a shorter period of prescription. […]
>
> [Translation by Chung Hui Wang] **[highlighted by the quoter]**

According to the German understanding, prescription does not affect the existence of legal rights at all. It put the exercise of rights ("claim") simply under a temporal limitation. In this sense, the German law shares the same understanding with the Common law ("Statute of limitations").

Sec. 163, ***Book I of 1925***, borrowed the text formulation from Sec. 425, ***Book II of 1923***, but its substantial meaning was replaced with the German concept as follows:

> **Sec. 163. Book I of 1925**
>
> *A claim is barred by prescription* if it has not been enforced within the period of time fixed by law.
>
> **มาตรา ๑๖๓ บรรพ ๑ (พ.ศ. ๒๔๖๘)**

4 This description was subsequently added after the publication of the research material ***"Visualization of the Alteration Process (Titles 22 – 23)"*** on 18 June 2024.

> อันสิทธิเรียกร้องใดๆ ถ้ามิได้ใช้บังคับเสียภายในระยะเวลาอันกฎหมายกำหนดไว้ ท่านว่าตกเป็นอัน*ขาดอายุความ* *ห้ามมิให้ฟ้องร้อง*
>
> **[highlighted by the quoter]**

In such a way, the transition from the French concept to the German one regarding prescription was accomplished also in the general provisions. It was possible because the particular provisions in Book III on Specific Contracts had been already transformed to a style of limitation of action through the revision during May – December 1924.

D. Conclusion

As these two samples clearly show, certain key concepts were transformed between Book I & II of 1923 and Book I & II of 1925. In between these ***"Old Text"*** and ***"New Text"***, Book III of 1925 was compiled. Especially, the revision of the Draft April 1924 was just the stage where such transformation works were performed.

Regarding "Rescission of Contract", all the procedures were now unified with the German concept. There was no necessity to distinguish between "Cancellation" and "Determination" any more. In regard with "Prescription", its effect was now described as a procedural limitation of action instead of "extinction of rights".

In this way, the ***Book III of January 1925*** had been already prepared and coordinated with the new concepts in the ***"New Text"***. This is an important ground for the presumption that the ***Book III of January 1925*** belongs to the ***"New Text"***. In other words, the ***Draft April 1924*** was the final stage of the ***"Old Text"***.

17 May 2024

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TITLE I. Sale.

Chapter I. Nature and essentials of the contract of Sale.

Part I. General Provisions.

Section 453.

- Sale is a contract whereby a person, called the seller, agrees to transfer to another person, called the buyer, the ownership of property, and the buyer agrees to pay to the seller a price for it.

- Thai translation: P.86/8

《**Genealogies**》

1. Draft of 1919: ***Ob.388***
2. Code of January 1925: ***453***
3. Code of January 1929: ***453***

Section 454.

- The property sold may be:
    - (1) A specific property, or
    - (2) A divided or undivided part of a specific property, or
    - (3) A property in genere, or
    - (4) A right.

- Thai translation: P.86/8

《**Genealogies**》

1. Draft of 1919: ***Ob.389***
2. Code of January 1925: ***453***
3. Code of January 1929: ***453***

Section 455.

- The time of the completion of the contract of sale is referred to hereafter as the time of the sale.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/65
- Thai translation: P.86/10

《**Genealogies**》

1. Draft of 1919: ***Ob.390***
2. Code of January 1925: ***455***
3. Code of January 1929: ***455***

Section 456.

- [I] A sale of immovable property is void unless made in accordance with the laws and regulations relating thereto.
- [II] The same rule applies to ships or vessels having displacement of six tons and over ~~six tons~~, steam-launches or motor boats having displacement of five tons and over ~~five tons~~, to floating-houses and to beasts of burden.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/65
- Thai translation: P.86/10

《**Genealogies**》

1. Draft of 1919: ***Ob.391***
2. Code of January 1925: ***456***
3. Code of January 1929: 456

Section 457.

- Costs of a contract of sale ~~must be~~ are borne by both parties equally.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/65
- Thai translation: P.86/10

《**Genealogies**》

1. Draft of 1919: ***Ob.392***
2. Code of January 1925: ***457***
3. Code of January 1929: ***457***

Part II. Transfer of Ownership.

Section 458.

- The ownership of the property sold is transferred from the seller to the buyer when the contract of sale is complete.

- Thai translation: P.86/10

《**Genealogies**》

1. Draft of 1919: ***Ob.393***
2. Code of January 1925: ***458***
3. Code of January 1929: ***458***

Section 459.

- If a contract of sale is subject to a condition or to a time clause, the ownership of the property is not transferred until the condition is fulfilled or the time has arrived.

- Thai translation: P.86/11

《**Genealogies**》

1. Draft of 1919: ***Ob.394***
2. Code of January 1925: ***459***
3. Code of January 1929: ***459***

Section 460.

- In case of sale of a property in genere, the ownership is not transferred until the property has been numbered, counted, weighed, measured, or selected or its identity has been otherwise rendered certain.

- Thai translation: P.86/11

《**Genealogies**》

1. Draft of 1919: ***Ob.395***
2. Code of January 1925: ***460***
3. Code of January 1929: 460

Part III. Promise of Sale.

Section 461.

- [I] A promise of sale ~~takes place when one party agrees~~ is an offer to sell or to buy ~~a~~ property to or from ~~another party~~ a person who ~~will~~ may ~~at his discretion either~~ complete or not complete the sale at his discretion.
- [II] The person who makes the promise is called the promiser and the person to whom the promise is made is called the promisee.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/65
- Thai translation: P.86/11

《**Genealogies**》

1. Draft of 1919: ***Ob.396***
2. Code of January 1925: -
3. Code of January 1929: -

Section 462.

- If the ~~other party~~ promisee ~~notifies~~ gives notice of his intention to complete the sale, the promise of sale has the effect of a contract of sale as soon as the notification reaches the ~~first party~~ promiser.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/66
- Thai translation: P.86/12

《**Genealogies**》

1. Draft of 1919: ***Ob.397***
2. Code of January 1925: -
3. Code of January 1929: -

Section 463.

- [I] If no time ~~is~~ has been fixed in the promise for ~~the~~ such notification, the ~~party~~ promiser ~~who made the promise can~~ may fix a reasonable time and ~~call upon the other party~~ require the promisee to answer within that time whether he will complete the sale ~~or not~~.
- [II] If the promisee ~~he~~ does not answer within that time, the ~~other party~~ promiser is ~~no longer bound~~ released from his promise.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/66
- Thai translation: P.86/12

《**Genealogies**》

1. Draft of 1919: ***Ob.398***
2. Code of January 1925: -
3. Code of January 1929: -

Chapter II. Duties and liabilities of the seller.

Part I. Delivery.

Section 464.

- The seller is bound to deliver to the buyer the property sold.

- Thai translation: P.86/12

《**Genealogies**》

1. Draft of 1919: ***Ob.399***
2. Code of January 1925: ***461***
3. Code of January 1929: ***461***

Section 465.

- Delivery may be made by doing anything which has the effect of putting the property at the disposal of the buyer.

- Thai translation: P.86/12

《**Genealogies**》

1. Draft of 1919: ***Ob.400***
2. Code of January 1925: ***462***
3. Code of January 1929: ***462***

Section 466.

- If the contract provides that the property sold shall be ~~forwarded~~ sent from one place to another, delivery takes place at the moment when the property is delivered to the carrier.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/66
- Thai translation: P.86/13

《**Genealogies**》

1. Draft of 1919: ***Ob.401***
2. Code of January 1925: ***463***
3. Code of January 1929: ***463***

Section 467.

- The property sold must be delivered in ~~such~~ the condition ~~as~~ it was in at the time of the sale.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/66
- Thai translation: P.86/13

《**Genealogies**》

1. Draft of 1919: ***Ob.402***
2. Code of January 1925: ***464***
3. Code of January 1929: 464

Section 468.

- When there is no time clause for payment of the price, the seller is entitled to retain the property sold until the price is paid.

- Thai translation: P.86/13

《**Genealogies**》

1. Draft of 1919: ***Ob.403***
2. Code of January 1925: ***468***
3. Code of January 1929: ***468***

Section 469.

- Even ~~when~~ though there is a time clause ~~for the~~ with regard to payment, the seller is entitled to retain the property if the buyer either becomes bankrupt before delivery, or was bankrupt at the time of the sale without knowledge of the the seller ~~knowing thereof~~, or impairs or reduces the securities given for payment.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/66
- Thai translation: P.86/13

《**Genealogies**》

1. Draft of 1919: ***Ob.404***
2. Code of January 1925: ***469***
3. Code of January 1929: ***469***

Section 470.

- ~~When~~ In case the property is retained under the foregoing sections, the buyer may at any time apply to the Court for an order to deliver the property, upon the buyer giving security for the payment of the price.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/66
- Thai translation: P.86/15

《**Genealogies**》

1. Draft of 1919: ***Ob.405***
2. Code of January 1925: ***469***
3. Code of January 1929: ***469***

Section 471.

- [I] When the buyer is in default, the seller who retains the property under the foregoing sections can, instead of using the ordinary remedies for non-performance, notify the buyer ~~by registered letter~~ in writing to pay the price and accessories, if any, within a reasonable time to be fixed in the notice.
- [II] If the buyer fails to comply with the notice, the seller can sell the property by public auction.

- Commission of Codification, 3rd August 1923, P.42/5
- Thai translation: P.86/15

《**Genealogies**》

1. Draft of 1919: ***Ob.406***
2. Code of January 1925: ***470***
3. Code of January 1929: ***470***

Section 472.

- The seller ~~must forth with~~ shall deduct from the nett proceeds of the public auction the price and accessories due to himself and deliver forthwith the sur-

plus~~, if any,~~ to the buyer.

- Commission of Codification, 3rd August 1923, P.42/6
- Thai translation: P.86/15

《**Genealogies**》

1. Draft of 1919: ***Ob.407***
2. Code of January 1925: ***471***
3. Code of January 1929: ***471***

Part II. Liability for Defects.

Section 473.

- [I] In case of any defect ~~existing~~ in the property sold ~~and impairing~~ which impairs either its value or its fitness for ordinary purposes or for the purposes ~~appearing from~~ of the contract, the buyer has the remedies ~~described~~ prescribed in this Code concerning non-performance.
- [II] The foregoing provision applies whether the seller knew or did not know of the existence of the defect.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/66
- Thai translation: P.86/16

《**Genealogies**》

1. Draft of 1919: ***Ob.408***
2. Code of January 1925: ***472***
3. Code of January 1929: ***472***

Section 474.

- The seller is not liable in the following cases:
  - (1) ~~Whenever~~ If the buyer knew of the defect at the time of the sale, or would have known of it if he had exercised such care as ~~may~~ might be expected from a person of ordinary prudence.
  - (2) If the defect was apparent at the time of the delivery, and the buyer accepted the property without reservation.
  - (3) If the property was sold by public auction.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/68
- Thai translation: P.86/16

《**Genealogies**》

1. Draft of 1919: ***Ob.409***
2. Code of January 1925: ***473***
3. Code of January 1929: ***473***

Section 475.

- The liability for a defect is extinguished by prescription one year after the discovery of the defect.

- Thai translation: P.86/17

《**Genealogies**》

1. Draft of 1919: ***Ob.410***
2. Code of January 1925: ***474***

3. Code of January 1929: ***474***

Section 476.

- When the seller is liable for defects in the property sold, the buyer is entitled to withhold such part of the price as has not yet been paid to the seller provided that the seller may at any time apply to the Court for an order either:
    - (1) Restricting the exercise of this right to such part of the price as the Court may deem sufficient to cover any restitution or compensation which may become due from the seller to the buyer, or
    - (2) Ordering the buyer to pay the price on the seller giving security for ultimate restitution or compensation.

- Thai translation: P.86/17

《Genealogies》

1. Draft of 1919: ***Ob.411***
2. Code of January 1925: ***488***
3. Code of January 1929: ***488***

Part III. Liability for Eviction.

Section 477.

- The seller is liable for the consequences of any disturbance caused to the peaceful possession of the buyer by any person having over the property sold a right existing at the time of the sale or derived from the seller after that time.

- Thai translation: P.86/17

《Genealogies》

1. Draft of 1919: ***Ob.412***
2. Code of January 1925: ***475***
3. Code of January 1929: ***475***

Section 478.

- The seller is not liable for a disturbance caused by a person whose rights were known to the buyer at the time of the sale.

- Thai translation: P.86/18

《Genealogies》

1. Draft of 1919: ***Ob.413***
2. Code of January 1925: ***476***
3. Code of January 1929: ***476***

Section 479.

- In any case of disturbance where an action arises between the buyer and a third person, the buyer is entitled to summon the seller to appear in the action to be joint defendant or joint plaintiff with the buyer.

- Thai translation: P.86/18

《Genealogies》

1. Draft of 1919: ***Ob.414***
2. Code of January 1925: ***477***

3. Code of January 1929: ***477***

Section 480.

- The seller is also entitled, if he thinks proper, to intervene in the action in order to deny the claim of the third person.

- Thai translation: P.86/18

《**Genealogies**》

1. Draft of 1919: ***Ob.415***
2. Code of January 1925: ***478***
3. Code of January 1929: ***478***

Section 481.

- Whenever the seller is a party to the action the Court shall give judgment deciding on the merits of the case between the buyer and the third person and on the liability of the seller to the buyer.

- Thai translation: P.86/18

《**Genealogies**》

1. Draft of 1919: ***Ob.416***
2. Code of January 1925: -
3. Code of January 1929: -

Section 482.

- [I] If in consequence of a claim of a third person the buyer is deprived of the whole of the property sold, he is said to suffer total eviction.
- [II] If the buyer is deprived of part of the property sold, or if the property is declared to be subject to a right, the existence of which impairs its value or fitness, the buyer is said to suffer partial eviction.

- Thai translation: P.86/19

《**Genealogies**》

1. Draft of 1919: ***Ob.417***
2. Code of January 1925: ***479***, ***527***
3. Code of January 1929: ***479***, ***527***

Section 483.

- Whenever the seller is liable for total or partial eviction the buyer has the remedies ~~described~~ prescribed in this Code concerning non-performance.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/68
- Thai translation: P.86/19

《**Genealogies**》

1. Draft of 1919: ***Ob.418***
2. Code of January 1925: ***479***
3. Code of January 1929: ***479***

Section 484.

- If immovable property is declared to be subject to a servitude established by law, the seller is not liable unless he has expressly guaranteed that the property was free from servitudes or from that particular servitude.

- Thai translation: P.86/19

《**Genealogies**》

1. Draft of 1919: ***Ob.419***
2. Code of January 1925: ***480***
3. Code of January 1929: ***480***

Section 485.

- If an action in connection with a claim of a third person is entered, the buyer is entitled to withhold the price as provided by Section 411.

- Thai translation: P.86/20

《**Genealogies**》

1. Draft of 1919: ***Ob.420***
2. Code of January 1925: ***489***
3. Code of January 1929: ***489***

Section 486.

- If the seller was not a party to the original action, or if the buyer has made a compromise with the third person, or has yielded to his claim, the liability of the seller is extinguished by prescription three months after final judgment in the original action, or after the date of the compromise, or of the yielding to the third person.

- Thai translation: P.86/20

《**Genealogies**》

1. Draft of 1919: ***Ob.421***
2. Code of January 1925: ***481***
3. Code of January 1929: ***481***

Section 487.

- [I] The seller is not liable for eviction in the following cases :
    - (1) If no action was entered and the seller proves that the rights of the buyer were lost on account of the fault of the buyer, or
    - (2) If the buyer did not summon the seller to appear in the action, and the seller proves that he would have succeeded in the action if summoned to appear, or
    - (3) If the seller appeared in the action, but the claim of the buyer was dismissed on account of the fault of the buyer.
- [II] In any case the seller is liable whenever he is summoned to appear in the action and refuses to take the part of the buyer as joint defendant or joint plaintiff.

- Thai translation: P.86/20

《**Genealogies**》

1. Draft of 1919: ***Ob.422***
2. Code of January 1925: ***482***
3. Code of January 1929: ***482***

Part IV. Clause for Non-liability.

Section 488.

- The parties to a contract of sale ~~can~~ may agree that the seller shall not incur any liability on account of the sale.

- Collaboration of Dr.James, 1st Instalment, August 1923, P.41/68
- Thai translation: P.86/21

《**Genealogies**》

1. Draft of 1919: ***Ob.423***
2. Code of January 1925: ***483***
3. Code of January 1929: ***483***

Section 489.

- ~~If the consequences of a~~ Unless the non-liability clause specifies otherwise ~~are not specified~~, such clause does not exempt the seller from ~~reimbursing~~ the re-payment of the price.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/68
- Thai translation: P.86/21

《**Genealogies**》

1. Draft of 1919: ***Ob.424***
2. Code of January 1925: ***484***
3. Code of January 1929: ***484***

Section 490.

- A non-liability clause cannot exempt the seller from the consequences of :
    - (1) Facts which he knew at the time of the sale and concealed.
    - (2) Rights which he created in favour of, or transferred to, third persons subsequently to the sale.

- Thai translation: P.86/21

《**Genealogies**》

1. Draft of 1919: ***Ob.425***
2. Code of January 1925: ***485***
3. Code of January 1929: ***485***

Chapter III. Duties of the buyer.

Section 491.

- The buyer is bound to take delivery of the property sold and to pay the price according to the provisions of this Code concerning performance.

- Thai translation: P.86/22

《**Genealogies**》

1. Draft of 1919: ***Ob.426***
2. Code of January 1925: ***486***
3. Code of January 1929: ***486***

Section 492.

- The price of the property sold may be either fixed by the contract or inferred from the clauses of the contract or from the circumstances of the case.

- Thai translation: P.86/22

《**Genealogies**》

1. Draft of 1919: ***Ob.427***
2. Code of January 1925: ***487***
3. Code of January 1929: ***487***

Section 493.

- Tender of security is not equivalent to payment of price.

- Thai translation: P.86/22

《**Genealogies**》

1. Draft of 1919: ***Ob.428***
2. Code of January 1925: -
3. Code of January 1929: -

Chapter IV. Of some particular kinds of Sales.

Part I. Sale with Right of Redemption.

Section 494.

- Sale with right of redemption is a contract of sale whereby the ownership of the property sold passes to the buyer subject to a special agreement that the seller can redeem that property.

- Thai translation: P.86/22

《**Genealogies**》

1. Draft of 1919: ***Ob.429***
2. Code of January 1925: ***491***
3. Code of January 1929: ***491***

Section 495.

- If the property is not redeemed within the period fixed by the contract or by law, its ownership is deemed to have been vested in the buyer from the time of sale.

- Thai translation: P.86/23

《**Genealogies**》

1. Draft of 1919: ***Ob.430***
2. Code of January 1925: ***492***
3. Code of January 1929: ***492***

Section 496.

- The parties may agree that the buyer shall not dispose of the property sold. If he disposes of it contrary to ~~his obligation~~ this agreement, he shall be liable to the seller for any injury resulting thereby.

- Commission of Codification, 10th August 1923, P.42/7
- Thai translation: P.86/23

《**Genealogies**》

1. Draft of 1919: ***Ob.431***
2. Code of January 1925: ***493***
3. Code of January 1929: ***493***

Section 497.

- [I] If a sale with right of redemption deals with ~~refers to~~ immovable property, it is void unless it is made in writing in the presence of and is registered by the proper official.
- [II] The same rule applies to ships or vessels having displacement of six tons and over ~~six tons~~, steam-launches or motor-boats having displacement of five tons and over ~~five tons~~, to floating-houses and to beasts of burden.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/68
- Thai translation: P.86/23

《**Genealogies**》

1. Draft of 1919: ***Ob.432***

2. Code of January 1925: -
3. Code of January 1929: -

Section 498.

- The right of redemption cannot be exercised later than:
  - (1) Ten years after the time of the sale in case of immovable property ~~or of movable structures sold with the land on which they are erected~~.
  - (2) One year after the time of the sale in case of movable property.

- Decision of the High Committee, (undated), P.42/8.
- Thai translation: P.86/23

《Genealogies》

1. Draft of 1919: ***Ob.433***
2. Code of January 1925: ***494***
3. Code of January 1929: ***494***

Section 499.

- If a longer period is provided in the contract, it shall be reduced to ten years and one year respectively.

- Thai translation: P.86/24

《Genealogies》

1. Draft of 1919: ***Ob.434***
2. Code of January 1925: ***495***
3. Code of January 1929: ***495***

Section 500.

- If a shorter period than ten years or one year is provided in the contract, the time cannot be afterward extended.

- Thai translation: P.86/24

《Genealogies》

1. Draft of 1919: ***Ob.435***
2. Code of January 1925: ***496***
3. Code of January 1929: ***496***

Section 501.

- The right of redemption may be exercised only by:
  - (1) The original seller or his heirs, or
  - (2) The transferee of the right, or
  - (3) Any person expressly allowed to redeem by the contract.

- Thai translation: P.86/24

《Genealogies》

1. Draft of 1919: ***Ob.436***
2. Code of January 1925: ***497***
3. Code of January 1929: ***497***

Section 502.

- The right of redemption may be exercised only against:
  - (1) The original buyer or his heirs, or

- (2) The transferee of the property or of a right on the property, provided that, in case of movable property, he knew at the time of transfer that such property was subject to a right of redemption.

- Thai translation: P.86/25

《Genealogies》

1. Draft of 1919: ***Ob.437***
2. Code of January 1925: ***498***
3. Code of January 1929: ***498***

Section 503.

- If no price of redemption is fixed, the property may be redeemed by reimbursing the price of the sale.

- Thai translation: P.86/25

《Genealogies》

1. Draft of 1919: ***Ob.438***
2. Code of January 1925: ***499***
3. Code of January 1929: ***499***

Section 504.

- [I] Costs of the sale borne by the buyer must be reimbursed together with the price.
- [II] Costs of redemption ~~must be~~ are borne by the person who redeems.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/69
- Thai translation: P.86/25

《Genealogies》

1. Draft of 1919: ***Ob.439***
2. Code of January 1925: ***500***
3. Code of January 1929: ***500***

Section 505.

- The property must be returned in the condition in which it is at the time of redemption.

- Thai translation: P.86/25

《Genealogies》

1. Draft of 1919: ***Ob.440***
2. Code of January 1925: ***501***
3. Code of January 1929: ***501***

Section 506.

- The person who redeems the property recovers it free from any rights created by the original buyer or his heirs or transferees before redemption, provided that any lease made by them in writing shall remain valid for not more than one year after the redemption.

- Thai translation: P.86/26

《Genealogies》

1. Draft of 1919: ***Ob.441***
2. Code of January 1925: ***502***

3. Code of January 1929: ***502***

Part II. Sale by Sample. – Sale on Approval.

Section 507.

- [I] In a sale by sample, the seller is bound to deliver property or properties corresponding to the sample.
- [II] If the sample is lost or damaged, the burden of proof that the property delivered does not correspond to the sample lies on the buyer.

- Thai translation: P.86/26

《Genealogies》

1. Draft of 1919: ***Ob.442***
2. Code of January 1925: ***503***
3. Code of January 1929: ***503***

Section 508.

- The liability on account of non-correspondence to the sample is extinguished by prescription one year after delivery.

- Thai translation: P.86/26

《Genealogies》

1. Draft of 1919: ***Ob.443***
2. Code of January 1925: ***504***
3. Code of January 1929: ***504***

Section 509.

- A sale on approval is a sale made on condition that the buyer shall have the opportunity to examine the property before acceptance.

- Thai translation: P.86/27

《Genealogies》

1. Draft of 1919: ***Ob.444***
2. Code of January 1925: ***505***
3. Code of January 1929: ***505***

Section 510.

- If no time is fixed for the examination of the property, the seller can fix a reasonable time and notify the buyer to answer within that time whether he accepts the property or not.

- Thai translation: P.86/27

《Genealogies》

1. Draft of 1919: ***Ob.445***
2. Code of January 1925: ***506***
3. Code of January 1929: ***506***

Section 511.

- If the property is to be examined by the buyer before delivery and the buyer does not accept it within the time fixed by the contract or by ~~the~~ a notification from the seller, the contract is extinguished.

- Commission of Codification, 17th August 1923, P.42/10
- Thai translation: P.86/27

《**Genealogies**》

1. Draft of 1919: ***Ob.446***
2. Code of January 1925: ***507***
3. Code of January 1929: ***507***

Section 512.

- When the property has been delivered to the buyer in order that he may examine it, the sale is complete in the following cases:
    - (1) If the buyer does not notify his refusal within the time fixed by the contract or by the notification, or
    - (2) If the buyer does not return the property within that time, or
    - (3) If the buyer ~~after delivery~~ pays the price or part of it, or
    - (4) If the buyer disposes of the property or uses it otherwise than for the purpose of examining it.

- Commission of Codification, 17th August 1923, P.42/11
- Thai translation: P.86/27

《**Genealogies**》

1. Draft of 1919: ***Ob.447***
2. Code of January 1925: ***508***
3. Code of January 1929: ***508***

Part III. Sale by Number, Quantity, Weight or Measure.

Section 513.

- A sale by number, quantity, weight or measure is a sale where no total price is fixed, but the property is sold at so much per unit.

- Thai translation: P.86/28

《**Genealogies**》

1. Draft of 1919: ***Ob.448***
2. Code of January 1925: -
3. Code of January 1929: -

Section 514.

- If a property is sold at so much per unit and the total amount of such property is specified in the contract, the following rules shall apply in case of deficiency or excess.

- Thai translation: P.86/28

《**Genealogies**》

1. Draft of 1919: ***Ob.449***
2. Code of January 1925: -
3. Code of January 1929: -

Section 515.

- [I] Sale of immovable property.
- [II] In case of deficiency or excess not exceeding five per cent of the total area

specified in the contract, the buyer is bound to accept the property and pay the proportionate price at so much per unit.
- [III] In case of deficiency or excess exceeding five per cent, the buyer has the option either to accept the property and pay the proportionate price, or to claim cancellation of the contract.

- Thai translation: P.86/28

《**Genealogies**》
1. Draft of 1919: ***Ob.450***
2. Code of January 1925: -
3. Code of January 1929: -

Section 516.

- [I] Sale of moveable property:
- [II] In case of deficiency the buyer is bound to accept the property and pay the proportionate price, provided that the buyer can claim cancellation of the sale if the deficiency is such as would have prevented him from entering the contract.
- [III] In case of excess the buyer is entitled to refuse the surplus, but if he accepts it, he is bound to pay the proportionate price for it.

- Thai translation: P.86/29

《**Genealogies**》
1. Draft of 1919: ***Ob.451***
2. Code of January 1925: -
3. Code of January 1929: -

Section 517.

- The liability on account of deficiency or excess is extinguished by prescription one year after delivery.

- Thai translation: P.86/29

《**Genealogies**》
1. Draft of 1919: ***Ob.452***
2. Code of January 1925: -
3. Code of January 1929: -

Part IV. Sale by Auction.

Section 518.

- A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer or in any other customary manner.

- Thai translation: P.86/29

《**Genealogies**》
1. Draft of 1919: ***Ob.453***
2. Code of January 1925: ***509***
3. Code of January 1929: ***509***

Section 519.

- A buyer at a sale by auction is bound by the clauses of the notice advertising the sale and by any other statements made by the auctioneer before opening the bidding for each particular lot.

- Thai translation: P.86/30

《**Genealogies**》

1. Draft of 1919: ***Ob.454***
2. Code of January 1925: ***510***
3. Code of January 1929: ***510***

Section 520.

- The auctioneer cannot bid at an auction conducted by himself.

- Thai translation: P.86/30

《**Genealogies**》

1. Draft of 1919: ***Ob.455***
2. Code of January 1925: ***511***
3. Code of January 1929: ***511***

Section 521.

- The seller cannot bid or employ any person to bid, unless it be expressly stated in the advertisement of the auction that he has such right.
- ~~The seller within the meaning of this section is the person whose property is sold.~~

- Records of the alterations are still not identified.
- Thai translation: P.86/30

《**Genealogies**》

1. Draft of 1919: ***Ob.456***
2. Code of January 1925: ***512***
3. Code of January 1929: ***512***

Section 522.

- The auctioneer can withdraw property from the auction whenever he thinks that the highest bid is insufficient.

- Thai translation: P.86/30

《**Genealogies**》

1. Draft of 1919: ***Ob.457***
2. Code of January 1925: ***513***
3. Code of January 1929: ***513***

Section 523.

- A bidder ceases to be bound by his bid as soon as a higher bid is made, whatever be the validity of such higher bid, or as soon as the lot is withdrawn from the auction.

- Thai translation: P.86/30

《**Genealogies**》

1. Draft of 1919: ***Ob.458***
2. Code of January 1925: ***514***
3. Code of January 1929: ***514***

Section 524.

- The highest bidder must pay the price in ready money on the completion of the sale, or at the time fixed by the notice advertising the sale.

- Thai translation: P.86/31

《**Genealogies**》

1. Draft of 1919: ***Ob.459***
2. Code of January 1925: ***515***
3. Code of January 1929: ***515***

Section 525.

- If the highest bidder fails to pay the price, the auctioneer shall resell the property. If the nett proceeds of such sale do not cover the price and costs of the original auction, the original bidder is liable for the difference.

- Thai translation: P.86/31

《**Genealogies**》

1. Draft of 1919: ***Ob.460***
2. Code of January 1925: ***516***
3. Code of January 1929: ***516***

Section 526.

- The auctioneer is liable for any part of the proceeds of an auction which remains unpaid owing to his failure to enforce the provisions of Section ~~459~~ 524 or ~~460~~ 525.

- Thai translation: P.86/31

《**Genealogies**》

1. Draft of 1919: ***Ob.461***
2. Code of January 1925: ***517***
3. Code of January 1929: ***517***

TITLE II. Exchange.

Section 527.

- Exchange is a contract whereby each party agrees to transfer to the other party the ownership of properties other than money.

- Thai translation: P.86/31

《Genealogies》

1. Draft of 1919: ***Ob.462***
2. Code of January 1925: ***518***
3. Code of January 1929: 518

Section 528.

- The provisions of Title I concerning sale apply to exchange, each party to a contract of exchange being considered as a seller with regard to the property delivered in exchange, and as a buyer with regard to the property received in exchange.

- Thai translation: P.86/33

《Genealogies》

1. Draft of 1919: ***Ob.463***
2. Code of January 1925: ***519***
3. Code of January 1929: ***519***

Section 529.

- If one party to a contract of exchange agrees to transfer to the other party money in addition to other property, the provisions of Title I concerning price shall apply to such money.

- Thai translation: P.86/33

《Genealogies》

1. Draft of 1919: ***Ob.464***
2. Code of January 1925: ***520***
3. Code of January 1929: ***520***

TITLE III. Gift.

Section 530.

- A ~~contract of~~ gift is a contract whereby a person, called the donor, agrees to transfer gratuitously a property of his own to another person, called the donee, and the donee agrees to accept such property.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/69
- Thai translation: P.86/33

《**Genealogies**》

1. Draft of 1919: ***Ob.465***
2. Code of January 1925: ***521***
3. Code of January 1929: ***521***

Section 531.

- A gift may be made by granting to the donee the ~~a~~ release of an obligation or by performing an obligation due from ~~by~~ the donee.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/69
- Thai translation: P.86/33

《**Genealogies**》

1. Draft of 1919: ***Ob.466***
2. Code of January 1925: ***522***
3. Code of January 1929: ***522***

Section 532.

- A renunciation by an heir of ~~to~~ an inheritance or of ~~to~~ a share in an inheritance is not a gift ~~made~~ to the other heirs.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/69
- Thai translation: P.86/34

《**Genealogies**》

1. Draft of 1919: ***Ob.467***
2. Code of January 1925: -
3. Code of January 1929: -

Section 533.

- A gift of property the sale of which is subject to the execution of an official document is void unless made in writing before the proper official.

- Thai translation: P.86/34

《**Genealogies**》

1. Draft of 1919: ***Ob.468***
2. Code of January 1925: ***525***
3. Code of January 1929: 525

Section 534.

- If a gift has been made in writing before the proper official and the donor does not deliver to the donee the property given, the donee is entitled to claim the delivery of it or its value, but he is not entitled to any additional compensation.

- Thai translation: P.86/34

《**Genealogies**》

1. Draft of 1919: ***Ob.469***
2. Code of January 1925: ***526***
3. Code of January 1929: ***526***

Section 535.

- A gift of property the sale of which is not subject to the execution of an official document is complete only on delivery of the property given.

- Thai translation: P.86/34

《**Genealogies**》

1. Draft of 1919: ***Ob.470***
2. Code of January 1925: ***523***
3. Code of January 1929: ***523***

Section 536.

- [I] If it is agreed that the delivery of the property given shall be made by instalments, the donor can at any time determine the gift as to any future instalment.
- [II] Such gift is also extinguished as to any further instalment on the death of the donor.

- Thai translation: P.86/35

《**Genealogies**》

1. Draft of 1919: ***Ob.471***
2. Code of January 1925: ***527***
3. Code of January 1929: 527

Section 537.

- The donor is not liable for injury caused to the donee by defects existing in the property given, unless at the time of the contract he knew and concealed from the donee that such property was likely to cause injury.

- Thai translation: P.86/35

《**Genealogies**》

1. Draft of 1919: ***Ob.472***
2. Code of January 1925: -
3. Code of January 1929: -

Section 538.

- The donor is not liable for injury caused to the donee by eviction as ~~described~~ prescribed in Section 417 concerning sale, unless, at the time of the contract, he knew and concealed from the donee the ~~reason~~ grounds for such eviction.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/69
- Thai translation: P.86/35

《**Genealogies**》

1. Draft of 1919: ***Ob.473***
2. Code of January 1925: -
3. Code of January 1929: -

TITLE III. Gift.

Section 539.

- Whenever the donor is liable for injury caused to the donee by defects existing in the property given or by eviction, the provisions of Sections ~~410~~ 475, ~~414~~ 479, ~~415~~ 480, ~~416~~ 481 and ~~419~~ 484 concerning sale apply mutatis mutandis.

- Thai translation: P.86/36

《**Genealogies**》

1. Draft of 1919: ***Ob.474***
2. Code of January 1925: -
3. Code of January 1929: -

Section 540.

- If the gift is made on condition that the donee shall make a prestation to the donor or to a third person the gift is said to be subject to a charge.

- Thai translation: P.86/36

《**Genealogies**》

1. Draft of 1919: ***Ob.475***
2. Code of January 1925: ***528***
3. Code of January 1929: ***528***

Section 541.

- If the donee fails to perform the charge the donor is entitled to claim cancellation of the gift.

- Thai translation: P.86/36

《**Genealogies**》

1. Draft of 1919: ***Ob.476***
2. Code of January 1925: ***528***
3. Code of January 1929: ***528***

Section 542.

- If performance of the charge is to be ~~performed~~ made to a third person, ~~and the donee fails to perform it, the~~ such third person is entitled to claim performance from the donee.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/70
- Thai translation: P.86/36

《**Genealogies**》

1. Draft of 1919: ***Ob.477***
2. Code of January 1925: -
3. Code of January 1929: -

Section 543.

- If the charge is for the benefit of the public, the Government is entitled to claim its performance.

- Thai translation: P.86/36

《**Genealogies**》

1. Draft of 1919: ***Ob.478***
2. Code of January 1925: -
3. Code of January 1929: -

Section 544.

- If the property given is not sufficient to ~~perform~~ satisfy the charge, the donee is bound to perform ~~it~~ only ~~as far as~~ to the extent of the value of the property ~~allows~~.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/70
- Thai translation: P.86/38

《**Genealogies**》

1. Draft of 1919: ***Ob.479***
2. Code of January 1925: ***529***
3. Code of January 1929: ***529***

Section 545.

- If the gift is subject to a charge, the liability of the donor for defects or eviction is the same as that of a seller, but is limited ~~up~~ to the amount of the charge ~~only~~.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/70
- Thai translation: P.86/36

《**Genealogies**》

1. Draft of 1919: ***Ob.480***
2. Code of January 1925: ***530***
3. Code of January 1929: ***530***

Section 546.

- If the donee is convicted by a final judgment of having intentionally and unlawfully caused the death of the donor, the heirs of the donor are entitled to claim cancellation of the gift by the Court.

- Thai translation: P.86/36

《**Genealogies**》

1. Draft of 1919: ***Ob.481***
2. Code of January 1925: ***532***
3. Code of January 1929: ***532***

Section 547.

- In such case the ~~The~~ right of the heirs to claim cancellation is extinguished by prescription six months after such final judgment.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/70
- Thai translation: P.86/36

《**Genealogies**》

1. Draft of 1919: ***Ob.482***
2. Code of January 1925: -
3. Code of January 1929: -

Section 548.

- If the donee intentionally and unlawfully attempts to cause the death of the donor, the donor is entitled to claim cancellation of the gift by the Court.

- Thai translation: P.86/40

《Genealogies》
1. Draft of 1919: ***Ob.483***
2. Code of January 1925: -
3. Code of January 1929: -

Section 549.

- The heirs of the donor ~~can~~ may ~~exercise~~ take advantage of the action provided for ~~described~~ in Section 483, unless the donor has forgiven the offence.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/71
- Thai translation: P.86/40

《Genealogies》
1. Draft of 1919: ***Ob.484***
2. Code of January 1925: -
3. Code of January 1929: -

Section 550.

- [I] The right of the heirs to claim cancellation is extinguished by prescription six months after the date of the death of the donor.
- [II] No action can be entered later than ten years after the attempt.

- Thai translation: P.86/40

《Genealogies》
1. Draft of 1919: ***Ob.485***
2. Code of January 1925: ***533***
3. Code of January 1929: ***533***

Section 551.

- A gift to take effect at the death of the donor is governed by the provisions of law concerning inheritance and wills.

- Thai translation: P.86/40

《Genealogies》
1. Draft of 1919: ***Ob.486***
2. Code of January 1925: ***536***
3. Code of January 1929: ***536***

TITLE IV. Hire of Property.

Chapter I. General Provisions.

Section 552.

- A contract of hire of property or a lease is a contract whereby a person, called the lessor, agrees to let another person, called the lessee, have the use or profits of the property for a limited period of time, and the lessee agrees to pay therefor a remuneration called rent.

- Thai translation: P.86/42

《**Genealogies**》

1. Draft of 1919: ***Ob.487***
2. Code of January 1925: ***537***
3. Code of January 1929: ***537***

Section 553.

- [I] A lease of immovable property is void unless made in writing.
- [II] If the lease is for more than three years, it is void unless also registered by the proper official.

- Thai translation: P.86/42

《**Genealogies**》

1. Draft of 1919: ***Ob.488***
2. Code of January 1925: ***538***
3. Code of January 1929: 538

Section 554.

- Costs of a contract of hire ~~must be~~ are borne by both parties equally.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/71
- Thai translation: P.86/42

《**Genealogies**》

1. Draft of 1919: ***Ob.489***
2. Code of January 1925: ***539***
3. Code of January 1929: ***539***

Section 555.

- The rent may consist of money or other properties, or of a share in the fruits and profits of the property hired.

- Thai translation: P.86/43

《**Genealogies**》

1. Draft of 1919: ***Ob.490***
2. Code of January 1925: -
3. Code of January 1929: -

Section 556.

- No lease may be made for a period exceeding ~~twenty~~ ninety nine years, provided that an existing lease may be renewed for a period not exceeding twenty years after the date of renewal.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/73
- Commission of Codification, 12th September 1923, P.42/12
- Thai translation: P.86/43

《Genealogies》

1. Draft of 1919: ***Ob.491***
2. Code of January 1925: ***540***
3. Code of January 1929: ***540***

Section 557.

- Leases made or renewed for more than ~~twenty~~ ninety nine years are valid for twenty years only.

- Collaboration of Dr.James, 1st instalment, August 1923, P.41/73
- Commission of Codification, 12th September 1923, P.42/12
- Thai translation: P.86/43

《Genealogies》

1. Draft of 1919: ***Ob.492***
2. Code of January 1925: ***540***
3. Code of January 1929: ***540***

Section 558.

- A lease may be made for the duration of the life of the lessor or of the lessee.

- Thai translation: P.86/43

《Genealogies》

1. Draft of 1919: ***Ob.493***
2. Code of January 1925: ***541***
3. Code of January 1929: ***541***

Section 559.

- When several persons claim the same movable property under different leases, the lessee who has first taken possession of the property by virtue of his 1ease shall be preferred.

- Thai translation: P.86/43

《Genealogies》

1. Draft of 1919: ***Ob.494***
2. Code of January 1925: ***542***
3. Code of January 1929: ***542***

Section 560.

- When several persons claim the same immovable property under different leases:
    - (1) if none of the leases is required by law to be registered, the lessee who has first taken possession of the property by virtue of his lease shall be preferred:
    - (2) if all the leases are required by law to be registered the lessee whose lease was first registered shall be preferred;
    - (3) if there is a conflict between a lease which is required by law, and a lease which is not required by law, to be registered, the lessee whose

lease has been registered, shall be preferred unless the other lessee has taken possession of the property by virtue of his lease before the date of registration.

- Thai translation: P.86/45

《**Genealogies**》

1. Draft of 1919: ***Ob.495***
2. Code of January 1925: ***543***
3. Code of January 1929: ***543***

Chapter II. Duties and Liabilities of the Lessor.

Part I. Delivery and Repair.

Section 561.

- Delivery of the property hired is governed by the provisions of this Code concerning sale.

- Thai translation: P.86/45

《**Genealogies**》

1. Draft of 1919: ***Ob.496***
2. Code of January 1925: -
3. Code of January 1929: -

Section 562.

- The lessor is bound to deliver the property hired in ~~such~~ a condition ~~as renders it~~ fit for ordinary purposes or for the special purposes provided for ~~appearing from~~ in the contract.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/74
- Thai translation: P.86/47

《**Genealogies**》

1. Draft of 1919: ***Ob.497***
2. Code of January 1925: ***546***
3. Code of January 1929: ***546***

Section 563.

- [I] The lessor is bound to keep the property hired in good order and repair during the continuance of the contract.
- [II] In case of houses or other buildings, this includes at least the repairing of the roofs, ~~timber~~ posts, walls and floors, and the repainting of the inside and outside at reasonable intervals.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/75
- Thai translation: P.86/47

《**Genealogies**》

1. Draft of 1919: ***Ob.498***
2. Code of January 1925: ***550***
3. Code of January 1929: ***550***

Section 564.

- The lessor is bound to reimburse to the lessee any necessary and reasonable expenses incurred by him for the preservation of the property hired, except expenses for ordinary maintenance and petty repairs.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/75
- Thai translation: P.86/47

《**Genealogies**》

1. Draft of 1919: ***Ob.499***
2. Code of January 1925: ***547***
3. Code of January 1929: ***547***

Section 565.

- In case of delivery in unsuitable condition, the lessee may determine the contract.

- Thai translation: P.86/47

《Genealogies》

1. Draft of 1919: ***Ob.500***
2. Code of January 1925: ***548***
3. Code of January 1929: ***548***

Part II. Liability for Defects.

Section 566.

- [I] In case of a defect ~~existing~~ in the property hired ~~and~~ which impairs ~~impairing~~ its fitness for ordinary purposes or for the special purposes ~~appearing from~~ provided for in the lease, the lessee may determine the contract.
- [II] The foregoing provision applies whether the lessor knew or did not know of the existence of the defect.
- [III] A property hired which is not kept in good order and repair is a defective property within the meaning of this section.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/75
- Thai translation: P.86/49

《Genealogies》

1. Draft of 1919: ***Ob.501***
2. Code of January 1925: ***549***
3. Code of January 1929: ***549***

Section 567.

- The lessor is not liable in the following cases:
  - (1) ~~Whenever~~ If the lessee knew of the defect at the time of the lease or would have known of it if he had exercised such care as may be expected from a person of ordinary prudence.
  - (2) ~~Whenever~~ If the defect was apparent at the time of the delivery, and the lessee has taken delivery of the property without reservation.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/75
- Thai translation: P.86/49

《Genealogies》

1. Draft of 1919: ***Ob.502***
2. Code of January 1925: -
3. Code of January 1929: -

Section 568.

- If the defect is not such as would deprive the lessee of the use and profits of the property hired, and can be remedied by the lessor, the lessee must first notify. the lessor to make it good. If the defect is not made good within a reasonable time, the lessee may determine the contract.

- Thai translation: P.86/50

《Genealogies》
1. Draft of 1919: ***Ob.503***
2. Code of January 1925: ***551***
3. Code of January 1929: ***551***

Section 569.

- [I] If there is a deficiency in the area stipulated for in a lease of garden land or of a paddy field, the following rules shall apply:
- [II] In case of deficiency not exceeding twenty five per cent, the lessee is only entitled to a proportionate reduction of rent.
- [III] In case of deficiency exceeding twenty five percent, the lessee has the option either to have the rent reduced proportionately, or to determine the contract.

- Thai translation: P.86/50

《Genealogies》
1. Draft of 1919: ***Ob.504***
2. Code of January 1925: -
3. Code of January 1929: -

Section 570.

- The liability for a defect is extinguished by prescription two years after the discovery of the defect, ~~provided~~ and in all cases ~~that it shall always be extinguished~~ six months after the extinction or determination of the lease.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/76
- Thai translation: P.86/50

《Genealogies》
1. Draft of 1919: ***Ob.505***
2. Code of January 1925: ***549***
3. Code of January 1929: ***549***

Part III. Liability for Eviction.

Section 571.

- The lessor is liable for the consequences of any disturbance caused to the peaceful possession of the lessee by any person having a right over the property hired.

- Thai translation: P.86/51

《Genealogies》
1. Draft of 1919: ***Ob.506***
2. Code of January 1925: -
3. Code of January 1929: -

Section 572.

- The lessor is not liable for a disturbance caused by a person whose rights were known to the lessee at the time when the lease was made.

- Thai translation: P.86/51

《Genealoies》
1. Draft of 1919: ***Ob.507***
2. Code of January 1925: -
3. Code of January 1929: -

Section 573.

- In any case of disturbance ~~where~~ with regard to which an action arises between the lessee and a third person has been brought, the lessee ~~is entitled to~~ may summon the lessor to appear in the action to be joint defendant or joint plaintiff with the lessee.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/76
- Thai translation: P.86/51

《Genealogies》
1. Draft of 1919: ***Ob.508***
2. Code of January 1925: -
3. Code of January 1929: -

Section 574.

- The lessor is also entitled, if he thinks proper, to intervene in the action in order to deny the claim of the third person.

- Thai translation: P.86/51

《Genealogies》
1. Draft of 1919: ***Ob.509***
2. Code of January 1925: -
3. Code of January 1929: -

Section 575.

- Whenever the lessor is a party to the action, the Court shall give judgment deciding on the merits of the case between the lessee and the third person, and on the liability of the lessor to the lessee.

- Thai translation: P.86/52

《Genealogies》
1. Draft of 1919: ***Ob.510***
2. Code of January 1925: -
3. Code of January 1929: -

Section 576.

- [I] If, in consequence of a claim of a third person, the lessee is deprived of the whole of the property hired, he is said to suffer total eviction.
- [II] If the lessee is deprived of part of the property hired, or if the property is declared to be subject to a right the existence of which impairs its fitness, the lessee is said to suffer partial eviction.

- Thai translation: P.86/52

《Genealogies》
1. Draft of 1919: ***Ob.511***
2. Code of January 1925: -
3. Code of January 1929: -

Section 577.

- Whenever the lessor is liable for total or partial eviction, the lessee may determine the contract.

- Thai translation: P.86/52

《Genealogies》

1. Draft of 1919: ***Ob.512***
2. Code of January 1925: -
3. Code of January 1929: -

Section 578.

- If immovable property is declared to be subject to a servitude established by law the lessor is not liable unless he has expressly guaranteed that the property was free from servitudes or from that particular servitude.

- Thai translation: P.86/52

《Genealogies》

1. Draft of 1919: ***Ob.513***
2. Code of January 1925: -
3. Code of January 1929: -

Section 579.

- If the lessor was not a party to the original action, or if the lessee has made a compromise with the third person, or has yielded to his claim, the liability of the lessor is extinguished by prescription three months after final judgment in the original action, or after the date of the compromise, or of the yielding to the claim of the third person.

- Thai translation: P.86/53

《Genealogies》

1. Draft of 1919: ***Ob.514***
2. Code of January 1925: -
3. Code of January 1929: -

Section 580.

- [I] The lessor is not liable for eviction in the following cases:
  - (1) If no action was entered and the lessor proves that the rights of the lessee were lost on account of the fault of the lessee.
  - (2) If the lessee did not summon the lessor to appear in the action, and the lessor proves that he would have succeeded in the action if summoned to appear.
  - (3) If the lessor appeared in the action, but the claim of the lessee was dismissed on account of the fault of the lessee.
- [II] In any case the lessor is liable whenever he is summoned to appear in the action and refuses to take the part of the lessee as joint defendant or joint plaintiff.

- Thai translation: P.86/53

《Genealogies》

1. Draft of 1919: ***Ob.515***

2. Code of January 1925: -
3. Code of January 1929: -

Part IV. Clause for Non-liability.

Section 581.

- Non-liability in matter of hire of properties is governed by the provisions of this Code concerning sale.

- Thai translation: P.86/54

《**Genealogies**》

1. Draft of 1919: ***Ob.516***
2. Code of January 1925: ***549***
3. Code of January 1929: ***549***

Chapter III. Duties and Liabilities of the Lessee.

Section 582.

- The lessee cannot use the property hired for purposes other than those which are ordinary ~~purposes~~ and usual or ~~purposes~~ which have been provided for in ~~appearing from~~ the contract.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/76
- Thai translation: P.86/54

《**Genealogies**》

1. Draft of 1919: ***Ob.517***
2. Code of January 1925: ***552***
3. Code of January 1929: ***552***

Section 583.

- The lessee is bound to take as much care of the property hired as a person of ordinary prudence would take of his own property.

- Thai translation: P.86/54

《**Genealogies**》

1. Draft of 1919: ***Ob.518***
2. Code of January 1925: ***553***
3. Code of January 1929: ***553***

Section 584.

- Ordinary maintenance and petty repairs shall be borne by the lessee.

- Thai translation: P.86/54

《**Genealogies**》

1. Draft of 1919: ***Ob.519***
2. Code of January 1925: ***553***
3. Code of January 1929: ***553***

Section 585.

- If the lessee ~~uses the property hired contra~~ acts contrary to the provisions of Section ~~517~~ 582, ~~518~~ 583 or ~~519~~ 584, or ~~contra~~ contrary to the terms of the contract, the lessor may notify the lessee to comply with such provisions or terms, and if the lessee fails to comply with such notice, the lesson may determine the contract.

- Commission of Codification, 21st. Oct. 1921, P.40/105
- Thai translation: P.86/55

《**Genealogies**》

1. Draft of 1919: ***Ob.520***
2. Code of January 1925: ***554***
3. Code of January 1929: ***554***

Section 586.

- The lessee of a paddy field who has not paid the rent in advance must begin work on that field at the ~~such~~ customary time ~~as is customary~~.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/76

- Thai translation: P.86/55

《Genealogies》
1. Draft of 1919: ***Ob.521***
2. Code of January 1925: -
3. Code of January 1929: -

Section 587.

- The lessee is bound to allow the lessor or his agents to inspect the property hired at reasonable times and intervals.

- Thai translation: P.86/55

《Genealogies》
1. Draft of 1919: ***Ob.522***
2. Code of January 1925: ***555***
3. Code of January 1929: ***555***

Section 588.

- The lessee is bound to allow the lessor to do whatever is necessary for keeping the property in good order and repair ~~and for its preservation, provided that if~~. If the lessee is deprived thereby of the use or ~~profits~~ benefits of the property hired he is entitled ~~either to determination of the lease or~~ to a decrease of rent proportionate to the ~~period~~ time and extent of deprivation and if such deprivation is substantial both with regard to time and extent, the lessee may determine the lease.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/77
- Thai translation: P.86/55

《Genealogies》
1. Draft of 1919: ***Ob.523***
2. Code of January 1925: ***556***
3. Code of January 1929: ***556***

Section 589.

- [I] In any of the following cases:
  - (1) If the property hired is in need of repairs by the lessor, or
  - (2) If a preventive measure is required for avoiding a danger, or
  - (3) If a third person encroaches on the property hired or claims a right over it,
- the lessee shall forth with inform the lessor of the occurrence, unless the lessor already has knowledge of it.
- [II] If the lessee fails to inform the lessor, unless the lessor already has knowledge of the occurance, the lessee is liable to the lessor for any injury resulting from the delay occasioned by such failure.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/77
- Thai translation: P.86/57

《Genealogies》
1. Draft of 1919: ***Ob.524***

2. Code of January 1925: ***557***
3. Code of January 1929: ***557***

Section 590.

- The lessee may not make any alteration in, or addition to, the property hired without the permission of the lessor.

- Thai translation: P.86/57

《**Genealogies**》

1. Draft of 1919: ***Ob.525***
2. Code of January 1925: ***558***
3. Code of January 1929: ***558***

Section 591.

- If the lessor has granted permission to the lessee to make alterations or additions, the lessee is entitled, at the extinction or determination of the lease, to reimbursement ~~of~~ for his expenses, ~~up to~~ not exceeding the amount of the increase in value ~~which~~ to the property at the time of such extinction or determination of the lease ~~is still deriving~~ arising from ~~the~~ such additions or alterations.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/77
- Thai translation: P.86/57

《**Genealogies**》

1. Draft of 1919: ***Ob.526***
2. Code of January 1925: -
3. Code of January 1929: -

Section 592.

- [I] If the lessee makes additions or alterations without the permission of the lessor, he is not entitled to reimbursement therefor, but ~~he~~ may ~~is allowed~~ remove, at the extinction or determination of the lease, to ~~take away~~ whatever he may have added to the property, provided that this can be done without damage to the property, and he ~~puts~~ must restore the property ~~in~~ to its former condition.
- [II] If it is impossible to ~~put~~ restore the property ~~in~~ to its former condition or if the property would be damaged thereby, the property must be surrendered ~~restored~~ with ~~the~~ such alterations additions, and no compensation therefor shall be due to the lessee.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/78
- Thai translation: P.86/59

《**Genealogies**》

1. Draft of 1919: ***Ob.527***
2. Code of January 1925: ***558***
3. Code of January 1929: ***558***

Section 593.

- If no time for payment of rent is fixed by the contract or by custom, the rent

must be paid at the end of each period for which it is stipulated, that is to say: if a property is leased at so much per year, the rent is payable at the end of each year; if a property is leased at so much per month, the rent is payable at the end of each month.

- Thai translation: P.86/59

《Genealogies》
1. Draft of 1919: ***Ob.528***
2. Code of January 1925: ***559***
3. Code of January 1929: ***559***

Section 594.

- [I] In case of non-payment of rent, the lessor may determine the ~~contract~~ lease.
- [II] But, if the rent ~~be~~ is payable at monthly or ~~at~~ longer intervals, the lessor must first notify the lessee ~~to pay it~~ that payment is required within a period of not less than fifteen days.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/78
- Thai translation: P.86/59

《Genealogies》
1. Draft of 1919: ***Ob.529***
2. Code of January 1925: ***560***
3. Code of January 1929: ***560***

Section 595.

- [I] At the determination or extinction of the lease, the lessee is bound to restore the property hired.
- [II] He is liable for any loss or damage caused during the continuance of the lease by his own fault or by the fault of the persons who are living with him.
- [III] He is not liable for loss or damage resulting from the agreed or lawful use of the property hired.

- Thai translation: P.86/60

《Genealogies》
1. Draft of 1919: ***Ob.530***
2. Code of January 1925: ***562***
3. Code of January 1929: ***562***

Section 596.

- If no written description of the condition of the property hired has been made and signed by both parties, the lessee is presumed to have received the property hired in good order and repair.

- Thai translation: P.86/60

《Genealogies》
1. Draft of 1919: ***Ob.531***
2. Code of January 1925: ***561***
3. Code of January 1929: ***561***

Section 597.

- The obligations incurred by the lessee towards the lessor in connection with the lease are extinguished by prescription six months after the restoration of the property hired.

- Thai translation: P.86/60

《**Genealogies**》

1. Draft of 1919: ***Ob.532***
2. Code of January 1925: ***563***
3. Code of January 1929: ***563***

Section 598.

- The outgoing lessee of agricultural land bound, in so far as he does not suffer any injury thereby to allow the incoming lessee to prepare the land for planting.

- Thai translation: P.86/60

《**Genealogies**》

1. Draft of 1919: ***Ob.533***
2. Code of January 1925: -
3. Code of January 1929: -

Chapter IV. Extinction of the Lease.

Section 599.

- A lease is extinguished at the end of the agreed period without notice.

- Thai translation: P.86/62

《**Genealogies**》

1. Draft of 1919: ***Ob.534***
2. Code of January 1925: ***564***
3. Code of January 1929: ***564***

Section 600.

- [I] A lease of garden land is presumed to be made for one year.
- [II] A lease of paddy land is presumed to be made for the agricultural year.

- Thai translation: P.86/62

《**Genealogies**》

1. Draft of 1919: ***Ob.535***
2. Code of January 1925: ***565***
3. Code of January 1929: ***565***

Section 601.

- [I] If no period is agreed upon or presumed, either party ~~can~~ may determine the lease at the end of each period ~~of~~ for the payment of rent, provided that ~~such party gives notice to the other~~ notice of at least one rent period is given.
- [II] In ~~no~~ such case ~~need~~ no more than two months notice need be given.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/79
- Thai translation: P.86/62

《**Genealogies**》

1. Draft of 1919: ***Ob.536***
2. Code of January 1925: ***566***
3. Code of January 1929: ***566***

Section 602.

- If the whole of the property hired is lost, the lease is extinguished.

- Thai translation: P.86/63

《**Genealogies**》

1. Draft of 1919: ***Ob.537***
2. Code of January 1925: ***567***
3. Code of January 1929: ***567***

Section 603.

- If part only of the property hired is lost, the Court may, according to the circumstances of the case, either determine the lease or reduce the rent proportionately.

- Thai translation: P.86/63

《**Genealogies**》

1. Draft of 1919: ***Ob.538***
2. Code of January 1925: -

3. Code of January 1929: -

Section 604.

- [I] A lease is not extinguished by the transfer of the ownership of the property hired.
- [II] The transferee is entitled to the rights and is subject to the duties of the transferor towards the lessee.

- Thai translation: P.86/63

《**Genealogies**》

1. Draft of 1919: ***Ob.539***
2. Code of January 1925: ***569***
3. Code of January 1929: ***569***

Section 605.

- A lease is not extinguished by the death of the lessor.

- Thai translation: P.86/63

《**Genealogies**》

1. Draft of 1919: ***Ob.540***
2. Code of January 1925: -
3. Code of January 1929: -

Section 606.

- A lease may be determined ~~at~~ upon the death of the lessee by either the lessor or the heirs of the lessee giving notice as provided in Section ~~536~~ 601, provided that such notice must be ~~not~~ given ~~later than~~ within two months after the death of the lessee.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/79
- Thai translation: P.86/63

《**Genealogies**》

1. Draft of 1919: ***Ob.541***
2. Code of January 1925: -
3. Code of January 1929: -

Section 607.

- If after the lease is determined or extinguished the lessee remains in possession, and the lessor knowing thereof does not object, the lease is deemed to have been renewed upon the conditions described in Section ~~536~~ 601.

- Thai translation: P.86/65

《**Genealogies**》

1. Draft of 1919: ***Ob.542***
2. Code of January 1925: ***570***
3. Code of January 1929: ***570***

Section 608.

- If a lease of paddy land is extinguished, determined or cancelled after the lessee has planted the paddy, the lessee is entitled to remain in possession till the harvest is finished, on paying the rent.

- Thai translation: P.86/65

《**Genealogies**》

1. Draft of 1919: ***Ob.543***
2. Code of January 1925: ***571***
3. Code of January 1929: ***571***

Chapter V. Transfer of Lease and Sublease.

Section 609.

- Unless otherwise provided by the lease, a lessee can not sublet or transfer his rights in the whole or part of the property hired to a third person.

- Thai translation: P.86/65

《**Genealogies**》

1. Draft of 1919: ***Ob.544***
2. Code of January 1925: ***544***
3. Code of January 1929: ***544***

Section 610.

- If a lessee sublets or transfers his rights in the whole or part of the property hired contrary to the provisions of the ~~lease~~ forgoing section, the lessor may determine the ~~contract~~ lease.

- Commission of Codification, 3rd October 1921, P.40/105
- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/79
- Thai translation: P.86/66

《**Genealogies**》

1. Draft of 1919: ***Ob.545***
2. Code of January 1925: ***544***
3. Code of January 1929: ***544***

Section 611.

- In case of transfer or sublease, the original lessee remains liable to the lessor for any obligations arising out of the original lease.

- Thai translation: P.86/66

《**Genealogies**》

1. Draft of 1919: ***Ob.546***
2. Code of January 1925: ***545***
3. Code of January 1929: ***545***

TITLE V. Hire-Purchase.

Section 612.

- [I] The contract of a hire-purchase is a contract under which the owner of a property lets it out on hire and promises to sell it to the hirer on his making a certain number of payments.
- [II] The contract of hire-purchase is void unless made in writing.

- Commission of Codification, 24th January 1924, P.42/254
- Thai translation: P.86/66

《Genealogies》

1. Draft of 1919: -
2. Code of January 1925: ***572***
3. Code of January 1929: ***572***

Section 613.

- [I] The hirer may at any time determine the contract by redelivering the property at his own expense to the owner.
- [II] Upon such redelivery, the owner shall return one third of the sum paid by the hirer or any other sum as agreed by the parties being not less than one third.

- Commission of Codification, 24th January 1924, P.42/254
- Thai translation: P.86/66

《Genealogies》

1. Draft of 1919: -
2. Code of January 1925: ***573***
3. Code of January 1929: 573

Section 614.

- [I] The owner may also determine the contract in case of default of two successive payments, or breach of any material part of the contract in which case all previous payments are forfeited to the owner who is entitled to resume possession of the property.
- [II] In case of default of the last payment, such right to forfeit and to resume possession of the property can be exercised only after one month from the default.

- Commission of Codification, 24th January 1924, P.42/254
- Thai translation: P.86/67

《Genealogies》

1. Draft of 1919: -
2. Code of January 1925: ***574***
3. Code of January 1929: ***574***

TITLE VI. Hire of Services.

Section 615.

- A contract of hire of services is a contract whereby a person called the employee agrees to render services to another person, called the employer, and the employer agrees to pay therefor a remuneration~~, called salary, proportionate to~~ for the duration of the services.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/80
- Thai translation: P.86/67

《Genealogies》

1. Draft of 1919: ***Ob.547***
2. Code of January 1925: ***575***
3. Code of January 1929: ***575***

Section 616.

- The promise to pay a ~~salary~~ remuneration is implied if ~~the services cannot~~, under the circumstances of the case, it cannot be expected to be rendered gratuitously.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/80
- Thai translation: P.86/68

《Genealogies》

1. Draft of 1919: ***Ob.548***
2. Code of January 1925: ***576***
3. Code of January 1929: ***576***

Section 617.

- The employer cannot transfer his right to a third person, except with the consent of the employee.

- Thai translation: P.86/68

《Genealogies》

1. Draft of 1919: ***Ob.549***
2. Code of January 1925: ***577***
3. Code of January 1929: ***577***

Section 618.

- The employee cannot render the services by a third person, except with the consent of the employer.

- Thai translation: P.86/68

《Genealogies》

1. Draft of 1919: ***Ob.550***
2. Code of January 1925: -
3. Code of January 1929: -

Section 619.

- If the employee either expressly or impliedly warrants special skill on his part,

the absence of such skill entitles the employer to determine the contract.

- Thai translation: P.86/68

《**Genealogies**》

1. Draft of 1919: ***Ob.551***
2. Code of January 1925: ***578***
3. Code of January 1929: ***578***

Section 620.

- Absence of the employee from service for a reasonable cause and during a reasonably short period does not entitle the employer to determine the contract.

- Thai translation: P.86/68

《**Genealogies**》

1. Draft of 1919: ***Ob.552***
2. Code of January 1925: ***579***
3. Code of January 1929: ***579***

Section 621.

- If no time for payment of ~~salary~~ remuneration is fixed by the contract or by custom the salary is payable after services have been rendered ; if fixed by periods, ~~salary~~ the remunieration is payable at the end of each period.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Thai translation: P.86/69

《**Genealogies**》

1. Draft of 1919: ***Ob.553***
2. Code of January 1925: ***580***
3. Code of January 1929: ***580***

Section 622.

- If after the end of the agreed period the employee continues to render services and the employer knowing thereof does not object, the parties are presumed to have made a new contract of hire on the same terms, but either party can determine the contract by giving notice in accordance with the following section.

- Thai translation: P.86/69

《**Genealogies**》

1. Draft of 1919: ***Ob.554***
2. Code of January 1925: ***581***
3. Code of January 1929: ***581***

Section 623.

- [I] If the parties have not fixed the duration of the contract, either party can determine it by giving notice at or before any time of payment to take effect at the following time of payment.
- [II] The employer can, on giving such notice, immediately dispense with the services of the employee by paying to the employee his ~~salary~~ remuneration up to the expiration of the notice.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Thai translation: P.86/69

《**Genealogies**》

1. Draft of 1919: ***Ob.555***
2. Code of January 1925: ***582***
3. Code of January 1929: ***582***

Section 624.

- In case of workmen paid by the day ~~and~~ or of domestic servants the employee ~~can~~ may determine the contract at any time without previous notice. The workman or domestic servant has the same right subject to the provision of Section 335 No. 20 of the Penal Code.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/80
- Thai translation: P.86/71a

《**Genealogies**》

1. Draft of 1919: ***Ob.556***
2. Code of January 1925: ***583***
3. Code of January 1929: ***583***

Section 625.

- If a contract of hire of services is one in which the personality of the employer forms an essential part such contract is extinguished by the death of the employer.

- Thai translation: P.86/71a

《**Genealogies**》

1. Draft of 1919: ***Ob.557***
2. Code of January 1925: ***584***
3. Code of January 1929: ***584***

Section 626.

- On expiration, determination or extinction of the contract, the employee is entitled to a certificate as to the length and nature of his services.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/80
- Thai translation: P.86/71a

《**Genealogies**》

1. Draft of 1919: ***Ob.558***
2. Code of January 1925: ***585***
3. Code of January 1929: ***585***

Section 627.

- If the employee has been brought from elsewhere at the expense of the employer, the employer is bound, on the expiration, determination or extinction of the contract, unless it is otherwise provided in the contract, to pay the cost of the return journey, provided that:
    - (1) The contract has not been determined or extinguished by reason of the act or fault of the employee, and
    - (2) The employee returns within a reasonable time to the place from

which he has been brought.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/81
- Thai translation: P.86/71a

《Genealogies》

1. Draft of 1919: ***Ob.559***
2. Code of January 1925: ***586***
3. Code of January 1929: ***586***

TITLE VII. Hire of Work.

Section 628.

- A contract of hire of work is a contract whereby a person, called the contractor, agrees to do a definite work for another person, called hirer of work, and the hirer of work agrees to pay him a remuneration for the result of the work a remuneration~~, called the price~~.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Thai translation: P.86/71b

《**Genealogies**》

1. Draft of 1919: ***Ob.560***
2. Code of January 1925: ***587***
3. Code of January 1929: ***587***

Section 629.

- Tools or instruments which are necessary for the execution of the work shall be supplied by the contractor.

- Thai translation: P.86/71b

《**Genealogies**》

1. Draft of 1919: ***Ob.561***
2. Code of January 1925: ***588***
3. Code of January 1929: ***588***

Section 630.

- If the materials for the work are to be supplied by the contractor, the contractor shall supply materials of good quality.

- Thai translation: P.86/71b

《**Genealogies**》

1. Draft of 1919: ***Ob.562***
2. Code of January 1925: ***589***
3. Code of January 1929: ***589***

Section 631.

- If the materials are to be supplied by the hirer of work, the contractor shall use them carefully and without waste. He shall return the surplus, if any, after the work is completed.

- Thai translation: P.86/71b

《**Genealogies**》

1. Draft of 1919: ***Ob.563***
2. Code of January 1925: ***590***
3. Code of January 1929: ***590***

Section 632.

- If during the execution of the work it becomes apparent that the ground selected by the hirer of work or the materials supplied by him are defective or unsuited to the work, the contractor must notify the hirer of work at once, failing which he shall be liable for the defects or delay caused by the unsuitableness or

defects of such ground or materials.

- Thai translation: P.86/72

《**Genealogies**》

1. Draft of 1919: ***Ob.564***
2. Code of January 1925: ***591***
3. Code of January 1929: ***591***

Section 633.

- The contractor is bound to allow the hirer of work or his agents to inspect the work during its execution.

- Thai translation: P.86/72

《**Genealogies**》

1. Draft of 1919: ***Ob.565***
2. Code of January 1925: ***592***
3. Code of January 1929: ***592***

Section 634.

- If the hirer of work has reasonable ground to think that for any reason whatsoever except his own act or fault, the work will not be finished within the time fixed in the contract (or within a reasonable time if no time is fixed in the contract), he may notify the contractor to proceed with the work within a reasonable time to be fixed in the notice.

- Thai translation: P.86/72

《**Genealogies**》

1. Draft of 1919: ***Ob.566***
2. Code of January 1925: ***593***
3. Code of January 1929: ***593***

Section 635.

- If for any reason whatsoever except the act or fault of the hirer of work, the work is being badly executed or is being executed contrary to the terms of the contract, the hirer of work may notify the contractor to make the defects good or to comply with the terms of the contract within a reasonable time to be fixed in the notice.

- Thai translation: P.86/75

《**Genealogies**》

1. Draft of 1919: ***Ob.567***
2. Code of January 1925: ***594***
3. Code of January 1929: ***594***

Section 636.

- If the work delivered is defective, the hirer of work must, immediately after the discovery of the defect, notify the contractor to make the defect good within a reasonable time to be fixed in the notice, failing which he is deemed to have accepted the defective work.

- Thai translation: P.86/75

《**Genealogies**》
1. Draft of 1919: ***Ob.568***
2. Code of January 1925: -
3. Code of January 1929: -

Section 637.

- If the contractor does not comply with the notice, the hirer of work has the remedies described in this Code concerning non-performance, except that the Court cannot order the work to be done by a third person at the expense of the contractor.

- Thai translation: P.86/75

《**Genealogies**》
1. Draft of 1919: ***Ob.569***
2. Code of January 1925: -
3. Code of January 1929: -

Section 638.

- If the materials have been supplied by the contractor, his liability for defects is governed by the provisions of this Code concerning sale.

- Thai translation: P.86/75

《**Genealogies**》
1. Draft of 1919: ***Ob.570***
2. Code of January 1925: ***595***
3. Code of January 1929: ***595***

Section 639.

- If the work is delivered after the time fixed in the contract, or, if no time was fixed, after an unreasonable delay, the hirer of work is entitled, as the Court may think fit, either to a reduction of ~~price~~ remuneration on cancellation of the contract, with compensation if any be due.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Thai translation: P.86/76

《**Genealogies**》
1. Draft of 1919: ***Ob.571***
2. Code of January 1925: ***596***
3. Code of January 1929: ***596***

Section 640.

- If the hirer of work has accepted the work without reservation either expressly or impliedly the contractor is no longer liable for delay in delivery or for defects, unless the defects were such as could not be discovered when the work was accepted, or they had been concealed by the contractor.

- Thai translation: P.86/76

《**Genealogies**》
1. Draft of 1919: ***Ob.572***
2. Code of January 1925: ***597***, ***598***
3. Code of January 1929: ***597***, ***598***

Section 641.

- If the work was done on land and its removal would be unreasonably expensive, the contract shall not be cancelled but the hirer of work shall be entitled to such reduction of ~~price~~ remuneration as the Court may think fit.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Thai translation: P.86/76

《**Genealogies**》

1. Draft of 1919: ***Ob.573***
2. Code of January 1925: -
3. Code of January 1929: -

Section 642.

- The contractor is not liable for defects or delay caused by the hirer of work.

- Thai translation: P.86/76

《**Genealogies**》

1. Draft of 1919: ***Ob.574***
2. Code of January 1925: -
3. Code of January 1929: -

Section 643.

- In case of delay in delivery or of delivery of a defective work, the hirer of work is entitled to withhold the ~~price~~ remuneration as provided by Section 411 concerning sale.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Thai translation: P.86/78

《**Genealogies**》

1. Draft of 1919: ***Ob.575***
2. Code of January 1925: ***599***
3. Code of January 1929: ***599***

Section 644.

- [I] The liability of the contractor for defects is limited to the defects appearing within one year after delivery of the work.
- [II] If the work is for a structure on land other than a wooden building, the contractor is liable for the defects which may appear within five years after delivery of the work.

- Thai translation: P.86/78

《**Genealogies**》

1. Draft of 1919: ***Ob.576***
2. Code of January 1925: ***600***
3. Code of January 1929: ***600***

Section 645.

- The liability of the contractor is extinguished by prescription one year after the defect appeared.

- Thai translation: P.86/78

《**Genealogies**》

1. Draft of 1919: ***Ob.577***
2. Code of January 1925: ***601***
3. Code of January 1929: ***601***

Section 646.

- If the work is to be done by instalments and the ~~price~~ remuneration is fixed at so much per instalment, the agreed part of the ~~price~~ remuneration must be paid on delivery of each instalment.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Thai translation: P.86/78

《**Genealogies**》

1. Draft of 1919: ***Ob.578***
2. Code of January 1925: -
3. Code of January 1929: -

Section 647.

- The contractor cannot claim more, nor the hirer of work pay less, than the ~~price~~ remuneration agreed, no matter what the actual labour was.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Thai translation: P.86/80

《**Genealogies**》

1. Draft of 1919: ***Ob.579***
2. Code of January 1925: -
3. Code of January 1929: -

Section 648.

- ~~[I] If an estimate only was made for the work, and the remuneration is not more than five per cent over the estimate, the hirer of work is bound to accept the work and pay the remuneration.~~
- ~~[II] If the remuneration is more than five per cent over the estimate, the hirer of work can claim cancellation of contract.~~
- If the contract is based upon an estimate of costs without the contractor assuming that such an estimate is correct and final, and the costs for the work exceed the estimate, the following rules shall apply:
    - (1) if the costs are not more than file percent over the estimate, the hirer of work is bound to accept the work and pay the remuneration;
    - (2) if the costs are more than five percent over the estimate, the hirer of work can claim cancellation of the contracts.

- Commission of Codification, 28th Nov. 1921, P.40/113
- Thai translation: P.86/80

《**Genealogies**》

1. Draft of 1919: Ob.580
2. Code of January 1925: -
3. Code of January 1929: -

Section 649.

- The hirer of work is bound to pay any excess of ~~price~~ remuneration caused by him.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Thai translation: P.86/80

《**Genealogies**》

1. Draft of 1919: ***Ob.581***
2. Code of January 1925: -
3. Code of January 1929: -

Section 650.

- If the work is destroyed before delivery by force majeure, neither party is entitled to compensation.

- Thai translation: P.86/80

《**Genealogies**》

1. Draft of 1919: ***Ob.582***
2. Code of January 1925: ***603***
3. Code of January 1929: ***603***

Section 651.

- If the work is destroyed before delivery because the materials supplied by the hirer of work a defective or unsuitable, or through the act or fault of the hirer of work, the contractor is entitled to compensation for labour done and expenses incurred by him.

- Thai translation: P.86/83

《**Genealogies**》

1. Draft of 1919: ***Ob.583***
2. Code of January 1925: ***604***
3. Code of January 1929: ***604***

Section 652.

- As long as the work is not finished, the hirer of work can determine the contract on making compensation to the contractor for any injury resulting from the determination of the contract.

- Thai translation: P.86/83

《**Genealogies**》

1. Draft of 1919: ***Ob.584***
2. Code of January 1925: ***605***
3. Code of January 1929: ***605***

Section 653.

- [I] A contract of hire of work may be determined at the death of the contractor by the heirs of the contractor giving notice to the hirer of work within two months after such death.
- [II] The hirer of work is bound to accept such part of the work as is already done, and to pay a reasonable ~~price~~ remuneration for it, provided that it be of

some use to him.

- Commission of Codification, 4th Nov. 1921, P.40/112
- Thai translation: P.86/83

《**Genealogies**》

1. Draft of 1919: ***Ob.585***
2. Code of January 1925: ***606***
3. Code of January 1929: ***606***

Section 654.

- The contractor can sublet the whole or part of the contract to subcontractors unless the contract is one in which the personality of the contractor forms an essential part, but he remains liable for any act or fault of such subcontractors.

- Thai translation: P.86/84

《**Genealogies**》

1. Draft of 1919: ***Ob.586***
2. Code of January 1925: ***607***
3. Code of January 1929: ***607***

TITLE VIII. Carriage.

Section 655.

- A carrier is a person whose business is to transport goods or passengers for a remuneration.

- Thai translation: P.86/84

《Genealogies》

1. Draft of 1919: ***Ob.587***
2. Code of January 1925: ***608***
3. Code of January 1929: ***608***

Section 656.

- [I] The carriage of goods or passengers by the State Railways Department and of postal articles by the Department of Post and Telegraph are governed by the laws ~~or~~ and regulations ~~concerning such Departments~~ issued thereon.
- [II] The carriage of goods by sea is governed by the laws and regulations relating thereto.

- Commission of Codification, 28th Nov. 1921, P.40/119
- Thai translation: P.86/84

《Genealogies》

1. Draft of 1919: ***Ob.588***
2. Code of January 1925: ***609***
3. Code of January 1929: ***609***

Chapter I. Carriage of Goods.

Part I. General Provisions.

Section 657.

- [I] The person making an agreement with a carrier for the transportation of goods is called the sender or consignor.
- [II] The person to whom the goods are forwarded is called the consignee.
- [III] The remuneration to be paid for the transportation of the goods is called the freight.

- Thai translation: P.86/86

《**Genealogies**》

1. Draft of 1919: ***Ob.589***
2. Code of January 1925: ***610***
3. Code of January 1929: ***610***

Section 658.

- The accessories of the freight ~~include~~ comprise any customary expenses duly incurred by the carrier in course of transportation.

- Commission of Codification, 14th September 1923, P.42/16
- Thai translation: P.86/86

《**Genealogies**》

1. Draft of 1919: ***Ob.590***
2. Code of January 1925: ***611***
3. Code of January 1929: ***611***

Section 659.

- [I] If required by the carrier, the sender must supply him with a way-bill. The way-bill must show the following particulars:
  - (1) The nature of the goods sent, their weight or bulk and the nature, number and marking of the packages.
  - (2) The place of destination.
  - (3) The name or trade name and address of the consignee.
  - (4) The place where and the time when the way. bill is made out.
- [II] The way-bill must be signed by the sender.

- Thai translation: P.86/86

《**Genealogies**》

1. Draft of 1919: ***Ob.591***
2. Code of January 1925: ***612***
3. Code of January 1929: ***612***

Section 660.

- [I] If required by the sender, the carrier must supply him with a consignment note.
- [II] The consignment note must show the following particulars:
  - (1) The matters contained in Section ~~591~~ 659, paragraphs [sub-sections]

1, 2 ~~&~~ and 3.
- (2) The name or trade name of the sender.
- (3) The amount of freight.
- (4) The place where and the time when the consignment note is made out.

- [III] The consignment note must be signed by the carrier.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/81
- Thai translation: P.86/87

《**Genealogies**》
1. Draft of 1919: ***Ob.592***
2. Code of January 1925: ***613***
3. Code of January 1929: ***613***

Section 661.

- A consignment note may be made to a named person, or to order, or to bearer.

- Thai translation: P.86/87

《**Genealogies**》
1. Draft of 1919: ***Ob.593***
2. Code of January 1925: ***614***
3. Code of January 1929: ***614***

Part II. Duties and Liabilities of the Carrier.

Section 662.

- In the absence of any specific agreement or custom as to the time of delivery, the goods must be forwarded and delivered within a reasonable time.

- Thai translation: P.86/87

《**Genealogies**》
1. Draft of 1919: ***Ob.594***
2. Code of January 1925: -
3. Code of January 1929: -

Section 663.

- If a consignment note has been made, delivery can be obtained only on its surrender.

- Thai translation: P.86/87

《**Genealogies**》
1. Draft of 1919: ***Ob.595***
2. Code of January 1925: ***615***
3. Code of January 1929: ***615***

Section 664.

- The carrier is liable for any loss, damage or delay in delivery of the goods entrusted to him unless he proves that the loss, damage or delay is caused by force majeure or by the nature of the goods.

- Thai translation: P.86/89

《**Genealogies**》
1. Draft of 1919: ***Ob.596***
2. Code of January 1925: ***616***
3. Code of January 1929: ***616***

Section 665.

- The carrier is liable for loss, damage or delay caused by apparent defects in the packing of the goods, if he accepted the goods without reservation.

- Thai translation: P.86/89

《**Genealogies**》
1. Draft of 1919: ***Ob.597***
2. Code of January 1925: -
3. Code of January 1929: -

Section 666.

- The carrier is not liable for loss, damage or delay caused by non-apparent defects in the packing of the goods.

- Thai translation: P.86/89

《**Genealogies**》
1. Draft of 1919: ***Ob.598***
2. Code of January 1925: -
3. Code of January 1929: -

Section 667.

- The carrier is liable for loss, damage or delay caused by the fault of the other carriers or persons to whom he entrusted the goods.

- Thai translation: P.86/89

《**Genealogies**》
1. Draft of 1919: ***Ob.599***
2. Code of January 1925: ***617***
3. Code of January 1929: ***617***

Section 668.

- The carrier is liable for loss, damage or delay caused by the fault of passengers.

- Thai translation: P.86/89

《**Genealogies**》
1. Draft of 1919: ***Ob.600***
2. Code of January 1925: -
3. Code of January 1929: -

Section 669.

- If the goods are of a dangerous nature or are likely to cause injury to persons or property, the sender must declare their nature before making the contract of carriage, failing which he shall be liable for any injury caused by them.

- Thai translation: P.86/91

《**Genealogies**》
1. Draft of 1919: ***Ob.601***

2. Code of January 1925: ***619***
3. Code of January 1929: ***619***

Section 670.

- [I] The carrier is not liable for specie, currency notes, bank notes, bills, bonds, shares, debentures, warrants, jewels and other valuables, unless he is given notice of the value or nature of such goods when they are delivered to him.
- [II] If their value is declared, the liability of the carrier is limited to such declared value.

- Thai translation: P.86/91

《Genealogies》

1. Draft of 1919: ***Ob.602***
2. Code of January 1925: ***620***
3. Code of January 1929: ***620***

Section 671.

- Compensation in case of delay in delivery cannot exceed the amount which could be awarded in case of total loss of the ~~same~~ goods.

- Commission of Codification, 4th December 1921, P.40/120
- Thai translation: P.86/91

《Genealogies》

1. Draft of 1919: ***Ob.603***
2. Code of January 1925: ***621***
3. Code of January 1929: ***621***

Section 672.

- The arrival of the goods must be notified to the consignee in the manner provided by custom.

- Thai translation: P.86/91

《Genealogies》

1. Draft of 1919: ***Ob.604***
2. Code of January 1925: ***622***
3. Code of January 1929: ***622***

Section 673.

- No compensation is due for loss or damage discoverable from the external condition of the goods or for delay, if the goods were accepted without reservation on delivery.

- Thai translation: P.86/92

《Genealogies》

1. Draft of 1919: ***Ob.605***
2. Code of January 1925: ***623(I)***
3. Code of January 1929: ***623(I)***

Section 674.

- In case of loss or damage not discoverable from the external condition of the goods, no compensation is due unless notice of loss or damage has been given

to the carrier within eight days after delivery of the goods.

- Thai translation: P.86/92

《**Genealogies**》

1. Draft of 1919: ***Ob.606***
2. Code of January 1925: ***623(II)(III)***
3. Code of January 1929: ***623(II)(III)***

Section 675.

- The liability of the carrier for loss, damage or delay is extinguished by prescription one year after delivery or, if the goods were not delivered, one year after the date when delivery ought to have been made.

- Thai translation: P.86/92

《**Genealogies**》

1. Draft of 1919: ***Ob.607***
2. Code of January 1925: ***624***
3. Code of January 1929: ***624***

Section 676.

- A provision in a receipt, consignment note or other such document delivered by the carrier to the sender, excluding or limiting the liability of the carrier, is void unless the sender expressly agreed to such exclusion or limitation of liability.

- Thai translation: P.86/92

《**Genealogies**》

1. Draft of 1919: ***Ob.608***
2. Code of January 1925: ***625***
3. Code of January 1929: ***625***

Part III. Rights and Duties of the Sender and the Consignee.

Section 677.

- [I] As long as the goods are in the carrier's hands, the sender or the holder of the consignment note can exercise the right of stoppage in transit, that is to say he can require the carrier to stop the transportation or to return the goods.
- [II] In such case, the carrier is entitled to the freight in proportion to the transportation performed and to all other expenses occasioned by the stoppage or the return of the goods.

- Thai translation: P.86/94

《**Genealogies**》

1. Draft of 1919: ***Ob.609***
2. Code of January 1925: ***626***
3. Code of January 1929: ***626***

Section 678.

- If the consignment note has been made to order or to bearer, the right of stoppage in transit can be exercised only on surrendering the note to the carrier.

- Thai translation: P.86/94

《**Genealogies**》
1. Draft of 1919: ***Ob.610***
2. Code of January 1925: -
3. Code of January 1929: -

Section 679.

- The right of stoppage in transit ceases:
  - (1) When the carrier gives notice of the arrival of the goods to the consignee.
  - (2) When the goods have arrived at the place of destination and the consignee demands delivery.

- Thai translation: P.86/94

《**Genealogies**》
1. Draft of 1919: ***Ob.611***
2. Code of January 1925: -
3. Code of January 1929: -

Section 680.

- After the goods have arrived at the place of destination and the consignee has demanded delivery, or after the carrier has given notice of the arrival of the goods to the consignee, the consignee is entitled to the rights of the sender arising out of the contract of carriage.

- Thai translation: P.86/95

《**Genealogies**》
1. Draft of 1919: ***Ob.612***
2. Code of January 1925: ***627***
3. Code of January 1929: ***627***

Section 681.

- The freight and accessories are payable either by the sender or by the consignee, as provided by the contract or by custom.

- Thai translation: P.86/95

《**Genealogies**》
1. Draft of 1919: ***Ob.613***
2. Code of January 1925: -
3. Code of January 1929: -

Section 682.

- If goods are lost by force majeure, the carrier is not entitled to the freight. Whatever has been received on that account must be returned.

- Thai translation: P.86/95

《**Genealogies**》
1. Draft of 1919: ***Ob.614***
2. Code of January 1925: ***628***
3. Code of January 1929: ***628***

Section 683.

- If the carrier delivers the goods before payment of the freight and accessories, he remains liable to preceding carriers for such part of the freight and accessories as may still be due to them.

- Thai translation: P.86/95

《**Genealogies**》

1. Draft of 1919: ***Ob.615***
2. Code of January 1925: ***629***
3. Code of January 1929: 629

Section 684.

- The carrier is entitled to retain the goods as long as the freight and accessories are not paid, provided that the party liable for them may at any time apply to the Court for an order, either:
    - (1) Restricting the exercise of this right to such part of the goods as the Court may deem sufficient to cover the freight and accessories, or
    - (2) Ordering the carrier to deliver the goods on security being given for payment of freight and accessories.

- Thai translation: P.86/96

《**Genealogies**》

1. Draft of 1919: ***Ob.616***
2. Code of January 1925: ***630***
3. Code of January 1929: ***630***

Section 685.

- [I] If the consignee cannot be found, the carrier must notify the sender by registered letter to give his orders as to the disposal of the goods and to provide for the payment of the freight and accessories within a reasonable time to be fixed in the notice.
- [II] If the sender fails to comply with the notice the carrier can sell the goods by public auction.

- Thai translation: P.86/96

《**Genealogies**》

1. Draft of 1919: ***Ob.617***
2. Code of January 1925: ***631***
3. Code of January 1929: ***631***

Section 686.

- [I] If the consignee does not take delivery of the goods, or does not pay the freight and accessories due by him, the carrier can notify the consignee ~~by registered letter~~ in writing to pay the freight and accessories and take delivery within a reasonable time to be fixed in the notice.
- [II] The carrier must at the same time notify the sender ~~by registered letter~~ in writing.
- [III] If the consignee ~~or~~ and the sender do not comply with the notice, the car-

rier can sell the goods by public auction.

- Commission of Codification, 20th September 1923, P.42/17
- Thai translation: P.86/96

《Genealogies》

1. Draft of 1919: ***Ob.618***
2. Code of January 1925: ***631***
3. Code of January 1929: ***631***

Section 687.

- In the cases provided by Sections ~~617~~ 685 and ~~618~~ 686, if the goods are of a perishable nature, the carrier can sell them by public auction without notice.

- Thai translation: P.86/98

《Genealogies》

1. Draft of 1919: ***Ob.619***
2. Code of January 1925: ***631***
3. Code of January 1929: ***631***

Section 688.

- The carrier shall forthwith deduct from the nett proceeds of the public auction the freight, accessories and other monies due in connection with the contract of carriage and must deliver the surplus to the person entitled to it.

- Thai translation: P.86/98

《Genealogies》

1. Draft of 1919: ***Ob.620***
2. Code of January 1925: ***632***
3. Code of January 1929: ***632***

Section 689.

- If the goods were transported by several carriers, the last of them can exercise the rights described in Sections ~~616~~ 684 to ~~620~~ 688, for the amounts due to them all for freight and accessories.

- Thai translation: P.86/98

《Genealogies》

1. Draft of 1919: ***Ob.621***
2. Code of January 1925: ***633***
3. Code of January 1929: ***633***

Section 690.

- If the goods were transported by several carriers, all the rights arising out of the contract of carriage may, at the discretion of the party exercising them, be exercised against the last carrier alone.

- Thai translation: P.86/99

《Genealogies》

1. Draft of 1919: ***Ob.622***
2. Code of January 1925: -
3. Code of January 1929: -

Chapter II. Carriage of Passengers.

Section 691.

- The carrier of passengers is liable ~~for delay or for any other injury suffered by any~~ to a passenger for personal injuries and for damages immediately resulting from a delay, suffered by reason of the transportation, unless the injury ~~delay~~ or delay ~~injury~~ is caused by force majeure or by the fault of ~~that~~ such passenger.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/81
- Thai translation: P.86/99

《**Genealogies**》

1. Draft of 1919: ***Ob.623***
2. Code of January 1925: ***634***
3. Code of January 1929: ***634***

Section 692.

- Luggage entrusted to the carrier in time must be delivered on the arrival of the passenger.

- Thai translation: P.86/99

《**Genealogies**》

1. Draft of 1919: ***Ob.624***
2. Code of January 1925: ***635***
3. Code of January 1929: ***635***

Section 693.

- [I] If the passenger does not take delivery of the luggage within one month after its arrival, the carrier can sell it by public auction.
- [II] If the luggage is of a perishable nature, the carrier can sell it by public auction twenty-four hours after it arrival.
- [III] The provisions of Section ~~620~~ 688 apply mutatis mutandis.

- Thai translation: P.86/99

《**Genealogies**》

1. Draft of 1919: ***Ob.625***
2. Code of January 1925: ***636***
3. Code of January 1929: ***636***

Section 694.

- The rights and liabilities of the carrier for the luggage which has been entrusted to him are governed by Chapter I, even though the carrier did not make a separate charge for it.

- Thai translation: P.86/100

《**Genealogies**》

1. Draft of 1919: ***Ob.626***
2. Code of January 1925: ***637***
3. Code of January 1929: ***637***

Section 695.

- No liability is incurred by the carrier for luggage which has not been entrusted to him, unless such luggage be lost or damaged by the fault of the carrier or of his employees.

- Thai translation: P.86/100

《**Genealogies**》

1. Draft of 1919: ***Ob.627***
2. Code of January 1925: ***638***
3. Code of January 1929: ***638***

Section 696.

- A provision in a ticket, receipt or such other document delivered by the carrier to the passenger excluding or limiting the liability of the carrier is void, unless the passenger expressly agreed to such exclusion or limitation of liability.

- Thai translation: P.86/100

《**Genealogies**》

1. Draft of 1919: ***Ob.628***
2. Code of January 1925: ***639***
3. Code of January 1929: ***639***

TITLE IX. Loan.

Chapter I. Loan for Use.

Section 697.

- A contract of loan for use is a contract whereby a person, called the lender, agrees to let another person, called the borrower, have the use of a property without paying remuneration and the borrower agrees to return the property after having had the use of it.

- Thai translation: P.86/101

《Genealogies》

1. Draft of 1919: ***Ob.629***
2. Code of January 1925: ***640***
3. Code of January 1929: ***640***

Section 698.

- A contract of loan for use is complete only on delivery of the property lent.

- Thai translation: P.86/101

《Genealogies》

1. Draft of 1919: ***Ob.630***
2. Code of January 1925: ***641***
3. Code of January 1929: ***641***

Section 699.

- Costs of the contract, costs of delivery of the property lent and costs of return ~~must be~~ are borne by the borrower.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/81
- Thai translation: P.86/101

《Genealogies》

1. Draft of 1919: ***Ob.631***
2. Code of January 1925: ***642***
3. Code of January 1929: ***642***

Section 700.

- Delivery of the property lent is governed by the provisions of this Code concerning sale.

- Thai translation: P.86/101

《Genealogies》

1. Draft of 1919: ***Ob.632***
2. Code of January 1925: -
3. Code of January 1929: -

Section 701.

- The borrower cannot use the property lent for purposes other than ordinary purposes or purposes appearing from the contract itself.

- Thai translation: P.86/102

《**Genealogies**》
1. Draft of 1919: ***Ob.633***
2. Code of January 1925: ***643***
3. Code of January 1929: ***643***

Section 702.

- The borrower cannot let a third person have the use of the property lent.

- Thai translation: P.86/102

《**Genealogies**》
1. Draft of 1919: ***Ob.634***
2. Code of January 1925: ***643***
3. Code of January 1929: ***643***

Section 703.

- If the borrower acts contrary to any of the provisions of Section ~~633~~ 701 ~~or~~ and ~~634~~ 702, he ~~becomes~~ is liable for any loss or damage ~~even caused by force majeure~~ to the property lent whether caused by force majeure or otherwise, unless he proves that the property would have been lost or damaged in the same way even if he had not acted contrary to such provisions.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/82
- Thai translation: P.86/102

《**Genealogies**》
1. Draft of 1919: ***Ob.635***
2. Code of January 1925: ***643***
3. Code of January 1929: ***643***

Section 704.

- The borrower is bound to take as much care of the property lent as a person of ordinary prudence would take of his own property.

- Thai translation: P.86/102

《**Genealogies**》
1. Draft of 1919: ***Ob.636***
2. Code of January 1925: ***644***
3. Code of January 1929: ***644***

Section 705.

- If the borrower acts contrary to any of the provisions of Section ~~633~~ 701, ~~634~~ 702 ~~or~~ and ~~636~~ 704, the lender ~~can~~ may determine the contract.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/82
- Thai translation: P.86/103

《**Genealogies**》
1. Draft of 1919: ***Ob.637***
2. Code of January 1925: ***645***
3. Code of January 1929: ***645***

Section 706.

- [I] If a third person who claims a right over the property lent enters an action

against the borrower or attaches the property, the borrower must forth with give notice thereof to the lender.
- [II] After the borrower has been served with a writ at the suit of the claimant or after attachment, the borrower cannot return the property, except on an order of the Court or with the consent of the parties to the case.

- Thai translation: P.86/103

《**Genealogies**》
1. Draft of 1919: ***Ob.638***
2. Code of January 1925: -
3. Code of January 1929: -

Section 707.

- If the parties have fixed no time for the return, the borrower must return the property after he has had the use of it for the purposes appearing from the contract, provided that the lender ~~can~~ may claim the return as soon as a time reasonably sufficient for such use has elapsed.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/82
- Thai translation: P.86/103

《**Genealogies**》
1. Draft of 1919: ***Ob.639***
2. Code of January 1925: ***646(I)***
3. Code of January 1929: ***646(I)***

Section 708.

- If the parties have fixed no time for the return and the purposes of the loan do not appear from the contract, the lender ~~can~~ may claim return at any time.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/82
- Thai translation: P.86/103

《**Genealogies**》
1. Draft of 1919: ***Ob.640***
2. Code of January 1925: ***646(II)***
3. Code of January 1929: ***646(II)***

Section 709.

- [I] Expenses for ordinary maintenance of the property lent must be borne by the borrower.
- [II] Any other charges upon the property lent must be borne by the lender.

- Thai translation: P.86/105

《**Genealogies**》
1. Draft of 1919: ***Ob.641***
2. Code of January 1925: ***647***
3. Code of January 1929: ***647***

Section 710.

- The borrower may not make any alteration in, or addition to the property lent without the permission of the lender.

- Thai translation: P.86/105

《**Genealogies**》
1. Draft of 1919: ***Ob.642***
2. Code of January 1925: -
3. Code of January 1929: -

Section 711.

- [I] If the lender has granted permission to the borrower to make alterations or additions, the borrower is entitled, at the extinction of the loan, to reimbursement of his expenses ~~up to~~ not exceeding the amount of the increase in value ~~which~~ to the property ~~is still deriving~~ from ~~the~~ such additions or alterations existing at the time of such extention.
- [II] The borrower is entitled to withhold the property until such reimbursement.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/83
- Thai translation: P.86/105

《**Genealogies**》
1. Draft of 1919: ***Ob.643***
2. Code of January 1925: -
3. Code of January 1929: -

Section 712.

- [I] If the borrower makes additions or alterations without the permission of the lender, he is not entitled to reimbursement, but he is allowed, at the extinction of the loan, to take away whatever he added to the property, provided that he puts the property in its former condition.
- [II] If it is impossible to put the property in its former condition or the property would be damaged thereby, the property must be restored with the alterations or additions and no compensation therefor shall be due to the borrower.

- Thai translation: P.86/106

《**Genealogies**》
1. Draft of 1919: ***Ob.644***
2. Code of January 1925: -
3. Code of January 1929: -

Section 713.

- In case of loss of the property lent, the value to be taken into account for the assessment of compensation is the value which such property would have had at the time when and at the place where it ought to have been returned.

- Thai translation: P.86/106

《**Genealogies**》
1. Draft of 1919: ***Ob.645***
2. Code of January 1925: -
3. Code of January 1929: -

Section 714.

- A contract of loan for use is extinguished by the death of the borrower.

- Thai translation: P.86/106

《**Genealogies**》

1. Draft of 1919: ***Ob.646***
2. Code of January 1925: ***648***
3. Code of January 1929: ***648***

Section 715.

- The liability for compensation or reimbursement of expenses in connection with a contract of loan for use is extinguished by prescription six months after the extinction of such contract.

- Thai translation: P.86/106

《**Genealogies**》

1. Draft of 1919: ***Ob.647***
2. Code of January 1925: ***649***
3. Code of January 1929: ***649***

Chapter II. Loan for Consumption.

Part I. General Provisions.

Section 716.

- A contract of loan for consumption is a contract whereby a person called the lender, agrees to transfer the ownership and possession of property to another person, called the borrower, with or without remuneration, and the borrower agrees to return property of the same kind, quality and quantity.

- Thai translation: P.86/107

《**Genealogies**》

1. Draft of 1919: ***Ob.648***
2. Code of January 1925: ***650(I)***
3. Code of January 1929: ***650(I)***

Section 717.

- A contract of loan for consumption is complete only on delivery of the property lent.

- Thai translation: P.86/107

《**Genealogies**》

1. Draft of 1919: ***Ob.649***
2. Code of January 1925: ***650(II)***
3. Code of January 1929: ***650(II)***

Section 718.

- Costs of the contract, costs of delivery of the property lent and costs of return ~~must be~~ are borne by the borrower.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/83
- Thai translation: P.86/107

《**Genealogies**》

1. Draft of 1919: ***Ob.650***
2. Code of January 1925: ***651***
3. Code of January 1929: ***651***

Section 719.

- Delivery of the property lent is governed by the provisions of this Code concerning sale.

- Thai translation: P.86/107

《**Genealogies**》

1. Draft of 1919: ***Ob.651***
2. Code of January 1925: -
3. Code of January 1929: -

Section 720.

- If no time for return of the property lent has been fixed, the lender may give notice to the borrower to return the property within a reasonable time to be fixed in the notice.

- Thai translation: P.86/108

《**Genealogies**》

1. Draft of 1919: ***Ob.652***
2. Code of January 1925: ***652***
3. Code of January 1929: ***652***

Part II. Special Rules for Loan of Money.

Section 721.

- No loan of money for a sum exceeding two hundred baht in capital may be proved unless there be some written evidence signed by the borrower.

- Thai translation: P.86/108

《**Genealogies**》

1. Draft of 1919: ***Ob.653***
2. Code of January 1925: ***653***
3. Code of January 1929: ***653***

Section 722.

- Interest shall not exceed 15% per year; when a higher rate of interest is fixed by the contract, it shall be reduced to 15% per year.

- Thai translation: P.86/108

《**Genealogies**》

1. Draft of 1919: ***Ob.654***
2. Code of January 1925: ***654***
3. Code of January 1929: ***654***

Section 723.

- Interest shall not bear interest. ~~But the~~ The parties to a loan of money, however, may, at the end of each ~~succeeding~~ year, agree that the interest ~~due~~ shall be added to the capital, and that the whole shall bear interest, ~~provided that~~ but any such agreement must be made in writing.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/83
- Thai translation: P.86/108

《**Genealogies**》

1. Draft of 1919: ***Ob.655***
2. Code of January 1925: ***655***
3. Code of January 1929: ***655***

Section 724.

- If a contract of loan of money is made and the borrower, instead of money, accepts goods or negotiable instruments, the amount of the loan shall be taken as the actual value of the goods or negotiable instruments at the time of delivery.

- Thai translation: P.86/109

《**Genealogies**》

1. Draft of 1919: ***Ob.656***
2. Code of January 1925: ***656***
3. Code of January 1929: ***656***

TITLE X. Deposit.

Chapter I. General Provisions.

Section 725.

- A contract of deposit is a contract whereby a person, called the depositor, agrees to deliver a movable property to another person, called the depositary, and the depositary agrees to keep such property in safe custody, with or without remuneration, and to return it to the depositor or to a third person.

- Thai translation: P.86/109

《**Genealogies**》

1. Draft of 1919: ***Ob.657***
2. Code of January 1925: ***657***
3. Code of January 1929: ***657***

Section 726.

- A contract of deposit is complete only on delivery of the property deposited.

- Thai translation: P.86/109

《**Genealogies**》

1. Draft of 1919: ***Ob.658***
2. Code of January 1925: -
3. Code of January 1929: -

Section 727.

- The depositary is bound to take as much care of the property deposited as a person of ordinary prudence would take of his own property.

- Thai translation: P.86/112

《**Genealogies**》

1. Draft of 1919: ***Ob.659***
2. Code of January 1925: ***659***
3. Code of January 1929: ***659***

Section 728.

- The depositary is not allowed, without the permission of the depositor, to use the property deposited or to let a third person have the use or custody of it.

- Thai translation: P.86/112

《**Genealogies**》

1. Draft of 1919: ***Ob.660***
2. Code of January 1925: ***660***
3. Code of January 1929: ***660***

Section 729.

- The depositary who acts contrary to any of the provisions of Section ~~660~~ 728 ~~becomes~~ is liable for any loss or damage ~~caused even by force majeure~~ to the property deposited, whether caused by force majeure or otherwise, unless he proves that the property would have been lost or damaged ~~even~~ if he had not acted contrary to such provisions.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/83
- Thai translation: P.86/112

《**Genealogies**》

1. Draft of 1919: ***Ob.661***
2. Code of January 1925: ***660***
3. Code of January 1929: ***660***

Section 730.

- [I] If ~~a~~ any property is the subject of litigation, the parties to the case ~~can~~ may agree, or the Court may order, that such property shall be deposited with one of the parties or with a third person.
- [II] The depositary of such property ~~can~~ may ~~only~~ return it only to ~~a~~ the person appointed for that purpose by the parties or by the Court.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/83
- Thai translation: P.86/112

《**Genealogies**》

1. Draft of 1919: ***Ob.662***
2. Code of January 1925: -
3. Code of January 1929: -

Section 731.

- [I] If a third person claims a right over the property deposited and enters an action against the depositary, or attaches the property, the depositary must forth with give notice thereof to the depositor.
- [II] After the depositary has been served with a writ at the suit of the claimant or after attachment, the depositary can only return the property on an order of the Court, or with the consent of the parties to the case.

- Thai translation: P.86/113

《**Genealogies**》

1. Draft of 1919: ***Ob.663***
2. Code of January 1925: ***661***
3. Code of January 1929: ***661***

Section 732.

- If a time for the return of the property deposited has been fixed, the depositary ~~cannot~~ has no right to return the property before such time, except in case of unavoidable necessity.

- Records of the alterations are still not identified.
- Thai translation: P.86/113

《**Genealogies**》

1. Draft of 1919: ***Ob.664***
2. Code of January 1925: ***662***
3. Code of January 1929: ***662***

Section 733.

- Although the parties have fixed a time for the return of the property deposited, the depositary must return it at any time on demand made by the depositor.

- Thai translation: P.86/113

《**Genealogies**》

1. Draft of 1919: ***Ob.665***
2. Code of January 1925: ***663***
3. Code of January 1929: ***663***

Section 734.

- If the parties have fixed no time for the return of the property deposited, the depositary can return it at any time.

- Thai translation: P.86/113

《**Genealogies**》

1. Draft of 1919: ***Ob.666***
2. Code of January 1925: ***664***
3. Code of January 1929: ***664***

Section 735.

- If the property ~~is~~ has been deposited in the name of a third person, the depositary ~~can~~ may ~~only~~ return it only to ~~that~~ such third person.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/84
- Thai translation: P.86/115

《**Genealogies**》

1. Draft of 1919: ***Ob.667***
2. Code of January 1925: ***665***
3. Code of January 1929: ***665***

Section 736.

- The depositary is bound to deliver with the property any interest and profits which may have accrued from it.

- Thai translation: P.86/115

《**Genealogies**》

1. Draft of 1919: ***Ob.668***
2. Code of January 1925: ***666***
3. Code of January 1929: ***666***

Section 737.

- Costs of returning the property deposited ~~must be~~ are borne by the depositor.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/84
- Thai translation: P.86/115

《**Genealogies**》

1. Draft of 1919: ***Ob.669***
2. Code of January 1925: ***667***
3. Code of January 1929: ***667***

Section 738.

- In case of loss of the property deposited, the value to be taken into account for the assessment of compensation is the value which the property would have had at the time when and at the place where it ought to have been returned.

- Thai translation: P.86/115

《**Genealogies**》

1. Draft of 1919: ***Ob.670***
2. Code of January 1925: -
3. Code of January 1929: -

Section 739.

- The depositor is bound to reimburse the depositary for any expenses which were necessary for the preservation or maintenance of the property deposited unless such expenses were incumbent upon the depositary under the contract of deposit.

- Thai translation: P.86/115

《**Genealogies**》

1. Draft of 1919: ***Ob.671***
2. Code of January 1925: ***668***
3. Code of January 1929: ***668***

Section 740.

- If no time for payment of remuneration is fixed by the contract or by custom, the remuneration is payable when the property deposited is returned. If fixed by periods, the remuneration is payable at the end of each period.

- Thai translation: P.86/116

《**Genealogies**》

1. Draft of 1919: ***Ob.672***
2. Code of January 1925: ***669***
3. Code of January 1929: ***669***

Section 741.

- When the remuneration or expenses are not paid, the depositary is entitled to retain the property deposited, provided that the depositor may at any time apply to the Court for an order, either:
    - (1) Restricting the exercise of this right to such part of the property deposited as the Court may deem sufficient to cover the remuneration or expenses, or
    - (2) Ordering the depositary to return the property deposited on the depositor giving security for remuneration or expenses.

- Thai translation: P.86/116

《**Genealogies**》

1. Draft of 1919: ***Ob.673***
2. Code of January 1925: ***670***
3. Code of January 1929: ***670***

Section 742.

- [I] If the depositary retains the property deposited as provided in Section ~~673~~ 741, he may notify the depositor ~~by registered letter~~ in writing to pay the remuneration or expenses within a reasonable time to be fixed in the notice.

- [II] If the depositor fails to comply with the notice the depositary can sell by public auction the property deposited.

- Decision of the Rebising Committee, 25th September 1923, P.42/36
- Thai translation: P.86/116

《**Genealogies**》

1. Draft of 1919: ***Ob.674***
2. Code of January 1925: -
3. Code of January 1929: -

Section 743.

- The depositary must forth with deduct from the nett proceeds of the public auction the remuneration and expenses due to himself and deliver the surplus to the person entitled to the return of the deposit.

- Thai translation: P.86/117

《**Genealogies**》

1. Draft of 1919: ***Ob.675***
2. Code of January 1925: -
3. Code of January 1929: -

Section 744.

- The liability for remuneration, reimbursement of expenses or compensation in connection with a deposit is extinguished by prescription six months after the extinction of such contract.

- Thai translation: P.86/117

《**Genealogies**》

1. Draft of 1919: ***Ob.678***
2. Code of January 1925: ***671***
3. Code of January 1929: ***671***

Chapter II. Special Rules for Deposit of Money.

Section 745.

- [I] If the deposit is one of money, it is presumed that the depositary ~~shall~~ is not to return the same specie, but only the same amount.
- [II] The depositary ~~can~~ may use the money deposited and is only bound to return an equivalent amount. He is bound to return such amount even though ~~should~~ the money deposited ~~have~~ has been lost by force majeure.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/84
- Thai translation: P.86/117

《Genealogies》

1. Draft of 1919: ***Ob.679***
2. Code of January 1925: ***672***
3. Code of January 1929: ***672***

Section 746.

- ~~If~~ When the depositary is ~~only~~ bound only to return the same amount of money, the depositor ~~cannot~~ may not demand the return of the money before the agreed time, nor ~~can~~ may the depositary return it before such time.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/89
- Thai translation: P.86/118

《Genealogies》

1. Draft of 1919: ***Ob.680***
2. Code of January 1925: ***673***
3. Code of January 1929: ***673***

Chapter III. Special Rules for Innkeepers.

Section 747.

- [I] The proprietor of an inn, or hotel or of any other place where travellers or guests receive sleeping accommodation for remuneration is considered as a depositary of the luggage or other property brought by such travellers or guests.
- [II] He is liable for any loss or damage caused to such luggage or property unless he proves that such loss or damage was not caused by his act or fault, or by the act or fault of persons for whom he was responsible.

- Thai translation: P.86/118

《**Genealogies**》

1. Draft of 1919: ***Ob.681***
2. Code of January 1925: ***674***
3. Code of January 1929: ***674***

Section 748.

- The liability for specie, currency notes, bank notes, bills, bonds, shares, debentures, warrants, jewels or other valuables belonging to the traveller or guest is limited to two hundred baht, unless such valuables have been deposited with the proprietor with an indication of their nature and value.

- Thai translation: P.86/118

《**Genealogies**》

1. Draft of 1919: ***Ob.682***
2. Code of January 1925: ***675***
3. Code of January 1929: ***675***

Section 749.

- If valuables have been deposited with the proprietor, he is liable for them up to the value declared.

- Thai translation: P.86/119

《**Genealogies**》

1. Draft of 1919: ***Ob.683***
2. Code of January 1925: ***675***
3. Code of January 1929: ***675***

Section 750.

- A notice posted in the inn, hotel or other such place excluding or limiting the liability of the proprietor is void unless the traveller or guest expressly agreed to such exclusion or limitation of liability.

- Thai translation: P.86/119

《**Genealogies**》

1. Draft of 1919: ***Ob.684***
2. Code of January 1925: ***677***
3. Code of January 1929: ***677***

Section 751.

- The liability for compensation for loss or damage caused to the luggage or other property of the traveller or guest is extinguished by prescription six months after the departure of the traveller or guest.

- Thai translation: P.86/119

《**Genealogies**》

1. Draft of 1919: ***Ob.685***
2. Code of January 1925: ***678***
3. Code of January 1929: ***678***

Section 752.

- If the remuneration is not paid, the proprietor ~~can~~ may exercise over the luggage or other property of the traveller or guest which is in the inn, hotel or other such place the rights described in Sections ~~673~~ 741, ~~674~~ 742 and ~~675~~ 744.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/89
- Thai translation: P.86/119

《**Genealogies**》

1. Draft of 1919: ***Ob.686***
2. Code of January 1925: ***679***
3. Code of January 1929: ***679***

TITLE XI. Suretyship.

Chapter I. General Provisions.

Section 753.

- A contract of suretyship is a contract whereby a person, called surety, agrees to perform an obligation in case the debtor does not perform it.

- Thai translation: P.86/121

《**Genealogies**》

1. Draft of 1919: ***Ob.687***
2. Code of January 1925: ***680***
3. Code of January 1929: ***680***

Section 754.

- A contract of suretyship may guarantee any obligation even unconditional or future.

- Thai translation: P.86/121

《**Genealogies**》

1. Draft of 1919: ***Ob.688***
2. Code of January 1925: ***681***
3. Code of January 1929: ***681***

Section 755.

- A contract of suretyship is void or voidable according as to whether the obligation secured is void or voidable.

- Thai translation: P.86/121

《**Genealogies**》

1. Draft of 1919: ***Ob.689***
2. Code of January 1925: -
3. Code of January 1929: -

Section 756.

- An obligation which is voidable owing to one of the parties being incapacitated may be guaranteed by suretyship if it appears from the contract or from the circumstances of the case that the surety agreed to guarantee the creditor against the consequences of the want of capacity.

- Thai translation: P.86/121

《**Genealogies**》

1. Draft of 1919: ***Ob.690***
2. Code of January 1925: ***681***
3. Code of January 1929: ***681***

Section 757.

- Suretyship may be given for a limited period of time or for a series of transactions.

- Thai translation: P.86/123

《**Genealogies**》
1. Draft of 1919: ***Ob.691***
2. Code of January 1925: -
3. Code of January 1929: -

Section 758.

- A person ~~can~~ may agree to be surety for another surety.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/89
- Thai translation: P.86/123

《**Genealogies**》
1. Draft of 1919: ***Ob.692***
2. Code of January 1925: ***682***
3. Code of January 1929: ***682***

Section 759.

- The suretyship covers interest and compensation due by the debtor on account of the obligation and all charges accessory to it.

- Thai translation: P.86/123

《**Genealogies**》
1. Draft of 1919: ***Ob.693***
2. Code of January 1925: ***683***
3. Code of January 1929: ***683***

Section 760.

- The surety is liable for the costs of action to be paid by the debtor to the creditor, but he is not liable for such costs if the action was entered without first demanding performance from him.

- Thai translation: P.86/123

《**Genealogies**》
1. Draft of 1919: ***Ob.694***
2. Code of January 1925: ***684***
3. Code of January 1929: ***684***

Section 761.

- If, on enforcement of the contract of suretyship, the surety does not perform the whole of the obligation of the debtor, together with interest, compensation and accessories, the debtor remains liable to the creditor for the surplus.

- Thai translation: P.86/124

《**Genealogies**》
1. Draft of 1919: ***Ob.695***
2. Code of January 1925: ***685***
3. Code of January 1929: ***685***

Section 762.

- A debtor may, instead of furnishing a surety for the guarantee of his obligation, furnish real security.

- Committee of Redaction, 20th October 1923, P.42/40

- Thai translation: P.86/124

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: -
3. Code of January 1929: -

Chapter II. Effects before Performance.

Section 763.

- As soon as the debtor is in default the creditor is entitled to demand performance of the obligation from the surety.

- Thai translation: P.86/124

《**Genealogies**》

1. Draft of 1919: ***Ob.696***
2. Code of January 1925: ***686***
3. Code of January 1929: ***686***

Section 764.

- The surety is not bound to perform the obligation before the time fixed for performance, although the debtor may have lost the benefit of the time clause.

- Thai translation: P.86/124

《**Genealogies**》

1. Draft of 1919: ***Ob.697***
2. Code of January 1925: ***687***
3. Code of January 1929: ***687***

Section 765.

- The surety is entitled to summon the debtor to appear in the action in order that the Court ~~judgment~~ may decide on his liability to the creditor and on the liability of the debtor to him.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/89
- Thai translation: P.86/125

《**Genealogies**》

1. Draft of 1919: ***Ob.698***
2. Code of January 1925: ***688***
3. Code of January 1929: ***688***

Section 766.

- When the debtor is summoned and the surety proves:
  - (1) That the debtor has the means to perform the whole or part of the obligation, and
  - (2) That enforcement against the debtor would not be difficult,
- the Court may, in its discretion, order that the obligation shall be enforced first against the debtor.

- Thai translation: P.86/125

《**Genealogies**》

1. Draft of 1919: ***Ob.699***
2. Code of January 1925: ***689***
3. Code of January 1929: ***689***

Section 767.

- If the obligation is secured by a ~~pledge or mortgage~~ real security, the surety is entitled to have the obligation performed first out of the ~~property pledged or~~

~~mortgaged~~ real security.

- Committee of Redaction, 20th October 1923, P.42/40
- Thai translation: P.86/125

《**Genealogies**》

1. Draft of 1919: ***Ob.700***
2. Code of January 1925: ***690***
3. Code of January 1929: ***690***

Section 768.

- If the surety has agreed to be bound jointly with the debtor, the surety becomes a joint debtor.

- Thai translation: P.86/125

《**Genealogies**》

1. Draft of 1919: ***Ob.701***
2. Code of January 1925: ***691***
3. Code of January 1929: ***691***

Section 769.

- [I] If there are several sureties for the same obligation, they are jointly liable to the creditor within the limits specified in their respective contracts of suretyship.
- [II] As between themselves, their shares in any deficiency are in proportion to the amount for which each surety is liable.
- [III] If no amount was specified each surety shall bear an equal share in the deficiency.

- Thai translation: P.86/127

《**Genealogies**》

1. Draft of 1919: ***Ob.702***
2. Code of January 1925: -
3. Code of January 1929: -

Section 770.

- An interruption of prescription against the debtor is also an interruption against the surety.

- Thai translation: P.86/127

《**Genealogies**》

1. Draft of 1919: ***Ob.703***
2. Code of January 1925: ***692***
3. Code of January 1929: ***692***

Chapter III. Effects after Performance.

Section 771.

- [I] The surety who has performed the obligation is entitled to reimbursement from the debtor and is subrogated to the rights of the creditor against the debtor.
- [II] But he cannot exercise such rights to the injury of the creditor.

- Thai translation: P.86/127

《**Genealogies**》

1. Draft of 1919: ***Ob.704***
2. Code of January 1925: ***693***
3. Code of January 1929: ***693***

Section 772.

- In addition to the defences which the surety has against the creditor, he can also set up defences which the debtor has against the creditor.

- Thai translation: P.86/128

《**Genealogies**》

1. Draft of 1919: ***Ob.705***
2. Code of January 1925: ***694***
3. Code of January 1929: ***694***

Section 773.

- The surety who neglects to set up against the creditor defences of the debtor forfeits his right to reimbursement by the debtor to the extent of these defences, unless he proves that he did not know of such defences and that his ignorance was not due to his fault.

- Thai translation: P.86/128

《**Genealogies**》

1. Draft of 1919: ***Ob.706***
2. Code of January 1925: ***695***
3. Code of January 1929: ***695***

Section 774.

- [I] If the surety does not inform the debtor that he has performed the obligation and the debtor, in ignorance, performs it, the surety is not entitled to reimbursement by the debtor.
- [II] The surety has only an action for undue enrichment against the creditor.

- Thai translation: P.86/128

《**Genealogies**》

1. Draft of 1919: ***Ob.707***
2. Code of January 1925: ***696***
3. Code of January 1929: ***696***

Section 775.

- If the creditor impairs or reduces the securities given for the performance of

the obligation, the surety is discharged to the extent of the injury suffered by him thereby.

- Thai translation: P.86/128

《**Genealogies**》

1. Draft of 1919: ***Ob.708***
2. Code of January 1925: ***697***
3. Code of January 1929: ***697***

Chapter IV. Extinction of Suretyship.

Section 776.

- When the obligation of the debtor is extinguished, the surety is discharged.

- Thai translation: P.86/130

《**Genealogies**》

1. Draft of 1919: ***Ob.709***
2. Code of January 1925: ***698***
3. Code of January 1929: ***698***

Section 777.

- [I] If suretyship has been given for a series of transactions, the surety can at any time determine the suretyship for the future by giving notice to the creditor to that effect.
- [II] In such case, the surety is not liable for transactions one by the debtor after the notice has reached the creditor.

- Thai translation: P.86/130

《**Genealogies**》

1. Draft of 1919: ***Ob.710***
2. Code of January 1925: ***699***
3. Code of January 1929: ***699***

Section 778.

- [I] Suretyship given for ~~the~~ transactions of a registered partnership or limited partnership is extinguished for the future if the partnership changes its firm name.
- [II] It is not extinguished by a change in the members or object of the partnership.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/90
- Thai translation: P.86/130

《**Genealogies**》

1. Draft of 1919: ***Ob.711***
2. Code of January 1925: -
3. Code of January 1929: -

Section 779.

- [I] If suretyship has been given for an obligation which is to be performed at a definite time, and the creditor grants to the debtor an extension of time, the surety is discharged.
- [II] The surety is not discharged if he agreed to the extension of time or if the extension is granted by the Court.

- Thai translation: P.86/131

《**Genealogies**》

1. Draft of 1919: ***Ob.712***
2. Code of January 1925: ***700***
3. Code of January 1929: ***700***

Section 780.

- [I] The surety ~~is entitled to~~ may tender performance of the obligation to the creditor from the time when performance is due.
- [II] If the creditor refuses to accept performance, the surety is discharged.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/90
- Thai translation: P.86/131

《Genealogies》

1. Draft of 1919: ***Ob.713***
2. Code of January 1925: ***701***
3. Code of January 1929: ***701***

TITLE XII. Mortgage.

Chapter I. General Provisions.

Section 781.

- [I] A contract of mortgage is a contract whereby a person, called the mortgagor, agrees to assign a property to another person, called the mortgagee, as security for the performance of an obligation, without delivering the property to the mortgagee.
- [II] The mortgagee is entitled to be paid out of the mortgaged property in preference to ordinary creditors and ~~even though~~ regardless as to whether or not the ownership of the property has been transferred to a third person.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/90
- Thai translation: P.86/131

《Genealogies》

1. Draft of 1919: ***Ob.714***
2. Code of January 1925: ***702***
3. Code of January 1929: ***702***

Section 782.

- [I] Immovables of any kind can be mortgaged.
- [II] The following movables can also be mortgaged, provided they are registered according to law:
    - (1) Ships or vessels ~~having displacement~~ of ~~and over~~ six tons and over, steam-launches or motor-boats ~~having displacement~~ of ~~and over~~ five tons and over.
    - (2) Floating houses.
    - (3) Beasts of burden.
    - (4) Any other movables ~~for~~ regard to which the law ~~shall~~ may provide registration ~~to~~ for that ~~effect~~ purpose.

- Decision of the High Committee, 2nd October 1923, P.42/42
- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/90
- Thai translation: P.86/132

《Genealogies》

1. Draft of 1919: ***Ob.715***
2. Code of January 1925: ***703***
3. Code of January 1929: ***703***

Section 783.

- A property which is not transferable cannot be mortgaged.

- Thai translation: P.86/132

《Genealogies》

1. Draft of 1919: ***Ob.716***
2. Code of January 1925: -
3. Code of January 1929: -

Section 784.

- A contract of mortgage must specify the property mortgaged.

- Thai translation: P.86/133

《**Genealogies**》

1. Draft of 1919: ***Ob.717***
2. Code of January 1925: ***704***
3. Code of January 1929: ***704***

Section 785.

- No property can be mortgaged except by its present owner.

- Thai translation: P.86/133

《**Genealogies**》

1. Draft of 1919: ***Ob.718***
2. Code of January 1925: ***705***
3. Code of January 1929: ***705***

Section 786.

- A person whose right of ownership over a property is subject to a condition ~~can~~ may mortgage ~~the~~ such property but only subject to ~~the same~~ such condition.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/91
- Thai translation: P.86/133

《**Genealogies**》

1. Draft of 1919: ***Ob.719***
2. Code of January 1925: ***706***
3. Code of January 1929: ***706***

Section 787.

- A contract of mortgage may secure any obligation, even conditional or future.

- Thai translation: P.86/133

《**Genealogies**》

1. Draft of 1919: ***Ob.720***
2. Code of January 1925: ***707***
3. Code of January 1929: ***707***

Section 788.

- A contract of mortgage is void or voidable according as to whether the obligation secured is void or voidable.

- Thai translation: P.86/133

《**Genealogies**》

1. Draft of 1919: ***Ob.721***
2. Code of January 1925: -
3. Code of January 1929: -

Section 789.

- [I] A contract of mortgage must specify the obligation for the performance of which the mortgaged property is assigned as security, and its amount in Siamese currency.

- [II] If the obligation is unlimited, the parties shall fix the highest amount for which the mortgaged property is assigned as security.

- Thai translation: P.86/134

《**Genealogies**》

1. Draft of 1919: ***Ob.722***
2. Code of January 1925: ***708***
3. Code of January 1929: ***708***

Section 790.

- A person may mortgage a property as security for the performance of an obligation by another person.

- Thai translation: P.86/134

《**Genealogies**》

1. Draft of 1919: ***Ob.723***
2. Code of January 1925: ***709***
3. Code of January 1929: ***709***

Section 791.

- The performance of one and the same obligation may be secured by the mortgage of several properties belonging either to ~~either~~ one or to several owners.
- The parties may agree :
    - (1) that the mortgagee shall enforce his right against the mortgaged properties in a specified order.
    - (2) that each property is security only for a specified part of the obligation.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/91
- Thai translation: P.86/134

《**Genealogies**》

1. Draft of 1919: ***Ob.724***
2. Code of January 1925: ***710***
3. Code of January 1929: ***710***

Section 792.

- As long as the obligation is not due, the mortgagor cannot agree that the mortgagee shall, in case of non-performance, become the owner of the mortgaged property or dispose of it otherwise than in conformity with the provisions concerning enforcement of mortgage (Chapter IV).

- Thai translation: P.86/135

《**Genealogies**》

1. Draft of 1919: ***Ob.725***
2. Code of January 1925: ***711***
3. Code of January 1929: ***711***

Section 793.

- [I] Notwithstanding any clause in the contract to the contrary, a property mort-

gaged to ~~a~~ one person ~~can~~ may be mortgaged to another person during the continuance of the previous contract.

- [II] But beasts of burden cannot be subjected to successive mortgages.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/91
- Thai translation: P.86/135

《Genealogies》

1. Draft of 1919: ***Ob.726***
2. Code of January 1925: ***712***
3. Code of January 1929: ***712***

Section 794.

- The parties to a contract of mortgage may agree that the obligation shall be performed by instalments.

- Thai translation: P.86/135

《Genealogies》

1. Draft of 1919: ***Ob.727***
2. Code of January 1925: ***713***
3. Code of January 1929: ***713***

Section 795.

- A contract of mortgage must be made in writing in the presence of and registered by the competent official in accordance with the rules relating thereto.

- Thai translation: P.86/135

《Genealogies》

1. Draft of 1919: ***Ob.728***
2. Code of January 1925: ***714***
3. Code of January 1929: ***714***

Chapter II. Extent of Mortgage.

Section 796.

- The mortgaged property is security for the performance of the obligation and for the following accessories:
  - (1) Interest~~, if any~~.
  - (2) Compensation in case of non-performance of the obligation.
  - (3) Costs of enforcement of the mortgage right ~~of mortgage~~.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/91
- Decision of the High Committee, 2nd October, P.42/43
- Thai translation: P.86/137

《**Genealogies**》

1. Draft of 1919: ***Ob.729***
2. Code of January 1925: ***715***
3. Code of January 1929: ***715***

Section 797.

- The mortgage right ~~of mortgage~~, even after part performance, extends to all the properties mortgaged and to the whole of each of them ~~even after part performance~~.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/91
- Thai translation: P.86/137

《**Genealogies**》

1. Draft of 1919: ***Ob.730***
2. Code of January 1925: ***716***
3. Code of January 1929: ***716***

Section 798.

- [I] ~~When~~ If the mortgaged property is divided into parcels, the mortgage rights ~~of mortgage~~ continues notwithstanding to extend to each and all of ~~them~~ such percels.
- [II] However, ~~one~~ any parcel may be transferred free of ~~any~~ mortgage right ~~of mortgage~~ with the consent of the mortgagee. Such consent ~~or order can~~ may not be set up against ~~the~~ a buyer of the mortgagee's right unless it has been registered.

- Commission of Codification, 27th Feb.. 1922, P.40/122
- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/92
- Thai translation: P.86/137

《**Genealogies**》

1. Draft of 1919: ***Ob.731***
2. Code of January 1925: ***717***
3. Code of January 1929: ***717***

Section 799.

- The mortgage right ~~of mortgage~~ extends to all things which are so connected with the mortgaged property as to form one thing with it, subject, however, to

the restrictions contained in ~~provided by~~ the three following Sections.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/92
- Thai translation: P.86/138

《**Genealogies**》

1. Draft of 1919: ***Ob.732***
2. Code of January 1925: ***718***
3. Code of January 1929: ***718***

Section 800.

- [I] ~~The~~ A mortgage right ~~of mortgage on a~~ over land does not extend to the buildings erected by the mortgagor upon such land ~~it~~ after the ~~time~~ date of the mortgage unless there is in the contract a special clause to that effect.
- [II] However, in any case, the mortgagee can have such buildings sold with the land, but his preferential right does not extend to the increase of value derived from the buildings.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/92
- Thai translation: P.86/138

《**Genealogies**》

1. Draft of 1919: ***Ob.733***
2. Code of January 1925: ***719***
3. Code of January 1929: ***719***

Section 801.

- ~~The~~ A mortgage right ~~of mortgage~~ over buildings erected or construction made ~~by a person~~ upon or under another's land does not extend to such ~~that~~ land, and vice versa.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/93
- Thai translation: P.86/138

《**Genealogies**》

1. Draft of 1919: ***Ob.734***
2. Code of January 1925: ***720***
3. Code of January 1929: ***720***

Section 802.

- ~~The~~ A mortgage right ~~of mortgage~~ does not extend to the fruits, interests and profits of the mortgaged property except after ~~the time when~~ the mortgagee has notified the mortgagor or the transferee of his intention to enforce the mortgage.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/93
- Thai translation: P.86/138

《**Genealogies**》

1. Draft of 1919: ***Ob.735***
2. Code of January 1925: ***721***
3. Code of January 1929: ***721***

Chapter III. Rights and Duties of Mortgagee and Mortgagor.

Section 803.

- No servitude or other real right created by agreement or will upon the mortgaged property by which the value of the property is depreciated and which is registered after the registration of the mortgage may be set up against the mortgagee unless he has agreed to it.

- Commission of Codification, July. 1923, P.40/124
- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/93
- Thai translation: P.86/139

《Genealogies》

1. Draft of 1919: ***Ob.736***
2. Code of January 1925: ***722***
3. Code of January 1929: ***722***

Section 804.

- If the mortgaged property is damaged, or if one of the mortgaged properties is lost or damaged, so that the security becomes insufficient, the mortgagee ~~can~~ may enforce ~~at once~~ the mortgage at once, unless ~~there is no fault of~~ the mortgagor has not been at fault and ~~the latter~~ offers either to mortgage another property of sufficient value or to repair the damage within a reasonable time.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/93
- Thai translation: P.86/139

《Genealogies》

1. Draft of 1919: ***Ob.737***
2. Code of January 1925: ***723***
3. Code of January 1929: ***723***

Section 805.

- [I] ~~If a person~~ A mortgagor who has mortgaged a property as security for the performance of an obligation by another person and who performs the obligation on behalf of the debtor to prevent the enforcement of the mortgage~~, he~~ is entitled to recover from the debtor the amount of the performance.
- [II] If the mortgage is enforced, the mortgagor is entitled to recover from the debtor the amount ~~up to~~ which the mortgagee has been satisfied by such enforcement.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/94
- Thai translation: P.86/139

《Genealogies》

1. Draft of 1919: ***Ob.738***
2. Code of January 1925: ***724***
3. Code of January 1929: ***724***

Section 806.

- When two or more persons have mortgaged their properties as security for the performance of one and the same obligation by another person and no order

has been specified, the mortgagor who has performed the obligation or on whose property the mortgage has been enforced, has no right of recourse against the other mortgagors.

- Thai translation: P.86/140

《**Genealogies**》

1. Draft of 1919: ***Ob.739***
2. Code of January 1925: ***725***
3. Code of January 1929: ***725***

Section 807.

- [I] If a person has mortgaged a property as security for the performance of an obligation by another person, and the creditor grants to the debtor an extension of time, the mortgagor in discharged.
- [II] The mortgagor is not discharged if he agreed to the extension of time or if the extension is granted by the Court.

- Thai translation: P.86/140

《**Genealogies**》

1. Draft of 1919: ***Ob.740***
2. Code of January 1925: ***727***
3. Code of January 1929: ***727***

Section 808.

- [I] If a person has mortgaged a property as security for the performance of an obligation by another person, the mortgagor is entitled to tender performance of the obligation to the mortgagee from the time when performance is due.
- [II] If the mortgagee refuses to accept performance, the mortgagor is discharged.

- Thai translation: P.86/141

《**Genealogies**》

1. Draft of 1919: ***Ob.741***
2. Code of January 1925: ***727***
3. Code of January 1929: ***727***

Section 809.

- When several persons have mortgaged their properties as security for the performance of one and the same obligation by another person and an order has been specified, the release granted by the mortgagee to one of the mortgagors discharges the subsequent mortgagors to the extent of the injury suffered by them thereby.

- Thai translation: P.86/141

《**Genealogies**》

1. Draft of 1919: ***Ob.742***
2. Code of January 1925: ***726***
3. Code of January 1929: ***726***

Chapter IV. Enforcement of Mortgage.

Section 810.

- In case of non-performance, the mortgagee is entitled to have the mortgage enforced in the manner described in the following sections.

- Thai translation: P.86/141

《**Genealogies**》

1. Draft of 1919: ***Ob.743***
2. Code of January 1925: -
3. Code of January 1929: -

Section 811.

- The mortgagee must first notify the debtor ~~by registered letter~~ in writing to perform his obligation within a reasonable time to be fixed in the notice. If the debtor fails to comply with such notice, the mortgagee ~~can~~ may apply to the Court for an order, either:
    - (1) ~~either ordering~~ directing that the property mortgaged be seized and sold ~~by~~ at public auction; or
    - (2) transfering to him the ownership of the mortgaged property.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/94
- Decision of the High Revising Committee, 9th October 1923, P.42/44
- Thai translation: P.86/142

《**Genealogies**》

1. Draft of 1919: ***Ob.744***
2. Code of January 1925: ***728***, ***729***
3. Code of January 1929: ***728***, ***729***

Section 812.

- The Court shall not issue an order transferring the property to the creditor when :
    - (1) the debtor has failed to pay interests for less than five years; or
    - (2) the mortgagor has satisfied the Court that the value of the property ~~overcovers~~ is greater than the amount due; or
    - (3) there are other registered mortgages or preferential rights on the same property.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/94
- Thai translation: P.86/142

《**Genealogies**》

1. Draft of 1919: ***Ob.745***
2. Code of January 1925: ***729***
3. Code of January 1929: ***729***

Section 813.

- When one and the same property is mortgaged to several mortgagees, they rank according to the respective dates and hours of registration, and the earlier mortgagee shall be satisfied before the later one.

- Thai translation: P.86/142

《Genealogies》
1. Draft of 1919: ***Ob.746***
2. Code of January 1925: ***730***
3. Code of January 1929: ***730***

Section 814.

- A later mortgagee cannot enforce his right to the injury of an earlier one.

- Thai translation: P.86/143

《Genealogies》
1. Draft of 1919: ***Ob.747***
2. Code of January 1925: ***731***
3. Code of January 1929: ***731***

Section 815.

- The nett proceeds of the auction shall be distributed to the mortgagees according to their ranks, and the surplus, if any, shall be delivered to the mortgagor.

- Thai translation: P.86/143

《Genealogies》
1. Draft of 1919: ***Ob.748***
2. Code of January 1925: ***732***
3. Code of January 1929: ***732***

Section 816.

- If the estimated value of the property, in case of transfer, is, or the nett proceeds, in case of auction, are less than the amount due, the debtor of the obligation remains liable for the difference.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/95
- Thai translation: P.86/143

《Genealogies》
1. Draft of 1919: ***Ob.749***
2. Code of January 1925: ***733***
3. Code of January 1929: ***733***

Section 817.

- If a mortgage extends to several properties and no order has been fixed, the mortgagee ~~can~~ may enforce his right upon such of them as he may select, provided that he does not do so upon more properties than is necessary for the satisfaction of his right.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/95
- Thai translation: P.86/143

《Genealogies》
1. Draft of 1919: ***Ob.750***
2. Code of January 1925: ***734***
3. Code of January 1929: ***734***

Section 818.

- The mortgagee who intends to enforce the mortgage against the transferee of a mortgaged property must notify the transferee ~~by registered letter~~ in writing of his intention one month before applying to the Court.

- Decision of the High Revising Committee, 9th October 1923, P.42/45
- Thai translation: P.86/145

《Genealogies》

1. Draft of 1919: ***Ob.751***
2. Code of January 1925: ***735***
3. Code of January 1929: ***735***

Chapter V. Rights and Duties of the Transferee of a mortgaged property.

Section 819.

- The transferee of a mortgaged property may remove the mortgage, provided that he ~~be~~ is not the principal debtor, a surety or an heir of either of them.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/95
- Thai translation: P.86/145

《**Genealogies**》

1. Draft of 1919: ***Ob.752***
2. Code of January 1925: ***736***
3. Code of January 1929: ***736***

Section 820.

- The transferee may remove the mortgage at any time ~~until~~, but if ~~or within one month after~~ he has been notified by the mortgagee of his intention to enforce the mortgage, he must do so within one month thereafter.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/95
- Thai translation: P.86/145

《**Genealogies**》

1. Draft of 1919: ***Ob.753***
2. Code of January 1925: ***737***
3. Code of January 1929: ***737***

Section 821.

- The transferee who wishes to remove the mortgage must offer to all the registered creditors to pay such sum of money as he thinks fit.

- Thai translation: P.86/145

《**Genealogies**》

1. Draft of 1919: ***Ob.754***
2. Code of January 1925: ***738***
3. Code of January 1929: ***738***

Section 822.

- [I] ~~The form of the~~ Such offer ~~may be made to~~ shall contain the following particulars :
    - (1) the place and description of the mortgaged property,
    - (2) the date of transfer of ownership,
    - (3) the name of the former owner,
    - (4) the name and residence of the transferee,
    - (5) the sum offered,
    - (6) a calculation of the total amount due to each of the creditors including accessories, and of the sums which would be distributed to them according to their respective ranks.
- [II] A certified copy of the entries in the official register referring to the property mortgaged ~~will~~ shall be enclosed.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/96
- Thai translation: P.86/147

《**Genealogies**》

1. Draft of 1919: ***Ob.755***
2. Code of January 1925: ***738***
3. Code of January 1929: ***738***

Section 823.

- If all the creditors accept the offer, the mortgages, and preferential rights, if any, are removed by the payment of the sum offered.

- Thai translation: P.86/147

《**Genealogies**》

1. Draft of 1919: ***Ob.756***
2. Code of January 1925: -
3. Code of January 1929: -

Section 824.

- [I] If a creditor refuses the offer, he is entitled to apply to the Court within one month from the date of the offer, for an order to have the mortgaged property sold ~~by~~ at public auction, provided that he notifies his refusal to the transferee and to the other registered creditors.
- [II] The transferee ~~can~~ may bid at the auction.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/96
- Thai translation: P.86/148

《**Genealogies**》

1. Draft of 1919: ***Ob.757***
2. Code of January 1925: ***739***
3. Code of January 1929: ***739***

Section 825.

- If the nett proceeds of the auction are not more than the sum offered by the transferee, the creditor demanding sale shall bear the costs of the auction.

- Thai translation: P.86/148

《**Genealogies**》

1. Draft of 1919: ***Ob.758***
2. Code of January 1925: ***740***
3. Code of January 1929: ***740***

Section 826.

- If a creditor does not answer the offer of the transferee within one month from the date of the offer, the mortgage or preferential right is removed by the transferee depositing in lieu of performance the sum offered to such creditor.

- Thai translation: P.86/148

《**Genealogies**》

1. Draft of 1919: ***Ob.759***
2. Code of January 1925: ***741***
3. Code of January 1929: ***741***

Section 827.

- If the transferee who has been notified by the mortgagee of his intention to enforce the mortgage does not either perform the obligation or remove the mortgage, the mortgage is ~~enforced~~ enforceable against him in the same manner as if it ~~were to~~ would be enforced against the mortgagor.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/96
- Thai translation: P.86/148

《**Genealogies**》

1. Draft of 1919: ***Ob.760***
2. Code of January 1925: ***742***
3. Code of January 1929: ***742***

Section 828.

- Any right over the mortgaged property existing in favour of the transferee before the transfer and extinguished by merger in consequence of the transfer, shall revive in his favour when the enforcement or the removal of the mortgage results in the transfer of the ownership to another person.

- Thai translation: P.86/179

《**Genealogies**》

1. Draft of 1919: ***Ob.761***
2. Code of January 1925: -
3. Code of January 1929: -

Section 829.

- In case of enforcement or removal of mortgage, if the value of the mortgaged property has been reduced by the fault of the transferee, such transferee ~~he~~ is liable to pay compensation to the mortgagee ~~up to the extent of~~ not exceeding the damages resulting from of the injury suffered by ~~him~~ the mortgagee ~~thereby~~ therefrom.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/96
- Thai translation: P.86/179

《**Genealogies**》

1. Draft of 1919: ***Ob.762***
2. Code of January 1925: ***743***
3. Code of January 1929: ***743***

Section 830.

- In case of enforcement or removal of a mortgage, if the value of the mortgaged property has been increased by the transferee, he is entitled to reimbursement of his expenses therefor out of the proceeds of the sale ~~up to~~ not exceeding the amount of ~~the~~ such increase ~~of value~~ existing at the time of the auction.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/97
- Thai translation: P.86/179

《**Genealogies**》

1. Draft of 1919: ***Ob.763***
2. Code of January 1925: ***743***
3. Code of January 1929: ***743***

Chapter VI. Extinction of Mortgage.

Section 831.

- A contract of mortgage is extinguished:
  - (1) by the total loss, or expropriation, of the mortgaged property;
  - (2) by the extinction of the obligation secured;
  - (3) by the release of the mortgage granted in writing to the mortgagor;
  - (4) by the discharge of the mortgagor;
  - (5) by the removal of the mortgage;
  - (6) by the auction sale of the mortgaged property by order of the Court;
  - (7) by the transfer of the ownership of the mortgaged property to the mortgagee.

- Thai translation: P.86/151

《**Genealogies**》

1. Draft of 1919: ***Ob.764***
2. Code of January 1925: ***744***
3. Code of January 1929: ***744***

Section 832.

- The mortgagee ~~can~~ may enforce the mortgage even after the obligation secured has been extinguished by prescription, but ~~the~~ arrears of interest on the mortgage cannot be enforced for more than five years.

- Collaboration of Dr.James, 2nd instalment, August 1923, P.41/97
- Thai translation: P.86/151

《**Genealogies**》

1. Draft of 1919: ***Ob.765***
2. Code of January 1925: ***745***
3. Code of January 1929: ***745***

Section 833.

- When a contract of mortgage is extinguished, the owner of the property concerned is entitled to have such extinction registered by the competent official.

- Thai translation: P.86/152

《**Genealogies**》

1. Draft of 1919: ***Ob.766***
2. Code of January 1925: ***746***
3. Code of January 1929: ***746***

Section 834.

- [I] The mortgagor is entitled to have any part performance, or any discharge, or any agreement reducing the number of the mortgaged properties or the amount of the obligation secured, registered by the competent official.
- [II] Any such part performance, discharge, or agreement, cannot be set up against the buyer of the mortgagee's right unless it has been registered.

- Thai translation: P.86/152

《**Genealogies**》

1. Draft of 1919: ***Ob.767***
2. Code of January 1925: ***746***
3. Code of January 1929: ***746***

Chapter VII. Registration.

Section 835.

- ~~The~~ All registration concerning mortgage shall be made at the Registry Offices, the number, places, districts and competency of which are fixed by the special laws and regulations relating thereto.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/99
- Thai translation: P.86/152

《**Genealogies**》

1. Draft of 1919: ***Ob.768***
2. Code of January 1925: -
3. Code of January 1929: -

TITLE XIII. Pledge.

Chapter I. General Provisions.

Section 836.

- A contract of pledge is a contract whereby a person, called the pledgor, agrees to deliver to another person, called the pledgee, a movable property, called pledge, as a security for the performance of an obligation to the pledgee.

- Thai translation: P.86/154

《**Genealogies**》

1. Draft of 1919: ***Ob.776***
2. Code of January 1925: ***747***
3. Code of January 1929: ***747***

Section 837.

- A contract of pledge is complete only on delivery of the pledge.

- Thai translation: P.86/154

《**Genealogies**》

1. Draft of 1919: ***Ob.777***
2. Code of January 1925: -
3. Code of January 1929: -

Section 838.

- A property which is not transferable cannot be pledged.

- Thai translation: P.86/154

《**Genealogies**》

1. Draft of 1919: ***Ob.778***
2. Code of January 1925: -
3. Code of January 1929: -

Section 839.

- A movable property which is already mortgaged cannot be pledged.

- Thai translation: P.86/154

《**Genealogies**》

1. Draft of 1919: ***Ob.779***
2. Code of January 1925: -
3. Code of January 1929: -

Section 840.

- The pledge is security for the performance of the obligation and for the following accessories:
    - (1) Interest, ~~if any~~.
    - (2) Compensation in case of non-performance of the obligation.
    - (3) Costs of enforcement of the right of pledge.
    - (4) Expenses for the preservation of the pledge.
    - (5) Compensation for injury caused by non-apparent defects of the pledge.

- Decision of the Revising Committee, 12th October 1923, P.42/48
- Thai translation: P.86/155

《**Genealogies**》

1. Draft of 1919: ***Ob.780***
2. Code of January 1925: ***748***
3. Code of January 1929: ***748***

Section 841.

- The parties to a contract of pledge ~~can~~ may agree that the pledge shall be kept by a third person.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/99
- Thai translation: P.86/155

《**Genealogies**》

1. Draft of 1919: ***Ob.781***
2. Code of January 1925: ***749***
3. Code of January 1929: ***749***

Section 842.

- If the pledge is a right represented by a written instrument, the contract of pledge is void unless such instrument ~~be~~ is delivered to the pledgee and the contract of pledge ~~be~~ is notified in writing to the debtor of the right.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/99
- Thai translation: P.86/155

《**Genealogies**》

1. Draft of 1919: ***Ob.783***
2. Code of January 1925: ***750***
3. Code of January 1929: ***750***

Section 843.

- Instruments to bearer may also be pledged by mere delivery.

- Thai translation: P.86/155

《**Genealogies**》

1. Draft of 1919: ***Ob.784***
2. Code of January 1925: -
3. Code of January 1929: -

Section 844.

- [I] If the instrument is transferable by indorsement, the contract of pledge is void unless the pledgor indorses such instrument to the pledgee and the indorsement shows that it was made for the purpose of pledge.
- [II] No notification to the debtor of such instrument is necessary.

- Thai translation: P.86/156

《**Genealogies**》

1. Draft of 1919: ***Ob.785***
2. Code of January 1925: ***751***
3. Code of January 1929: ***751***

Section 845.

- [I]If the instrument is a share certificate or other such instrument issued to a named person and not transferable by indorsement, the contract of pledge is void unless such instrument is pledged by making on it a statement to that effect.
- [II] No notification to the debtor of such instrument is necessary.

- Thai translation: P.86/156

《**Genealogies**》

1. Draft of 1919: ***Ob.786***
2. Code of January 1925: ***753***
3. Code of January 1929: ***753***

Section 846.

- If a pledged right becomes due before the obligation for which it is security is due, the debtor of such right must deliver to the pledgee the property due. The property delivered constitutes a pledge in lieu of the pledged right. If the property delivered is money, it shall be appropriated to the performance of the obligation.

- Thai translation: P.86/156

《**Genealogies**》

1. Draft of 1919: ***Ob.787***
2. Code of January 1925: ***754***
3. Code of January 1929: ***754***

Section 847.

- If a right is pledged, it cannot be extinguished or modified to the injury of the pledgee without the consent of the pledgee.

- Thai translation: P.86/158

《**Genealogies**》

1. Draft of 1919: ***Ob.788***
2. Code of January 1925: ***755***
3. Code of January 1929: ***755***

Section 848.

- [I] In the cases when a property is pledged by a person other than its owner, the contract is voidable unless the pledgee has received the pledge believing in good faith that the pledgor is the owner, or unless the owner authorizes or ratifies the contract, or unless the pledgor becomes owner of the property.
- [II] If the property pledged is a property lost or a property obtained through an offence or the pledging of which constitutes an offence, the contract of pledge is void.

- Thai translation: P.86/158

《**Genealogies**》

1. Draft of 1919: ***Ob.789***
2. Code of January 1925: -
3. Code of January 1929: -

Section 849.

- If a person who has pledged property as a security for the performance of an obligation by another person performs the obligation, he is entitled to recover from that person the amount of the performance.

- Thai translation: P.86/158

《**Genealogies**》

1. Draft of 1919: ***Ob.790***
2. Code of January 1925: -
3. Code of January 1929: -

Section 850.

- If a person has pledged property as a security for the performance of an obligation by another person and the pledge is enforced, the owner of the pledge is entitled to recover from such person the amount ~~up to~~ which the pledgee has been satisfied by such enforcement.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/99
- Thai translation: P.86/160

《**Genealogies**》

1. Draft of 1919: ***Ob.791***
2. Code of January 1925: -
3. Code of January 1929: -

Section 851.

- The provisions of this Title ~~XII~~ XIII apply to contracts of pledge entered into with licensed pawnbrokers only in so far as they are not contrary to the laws or regulations concerning pawnbrokers.

- Thai translation: P.86/160

《**Genealogies**》

1. Draft of 1919: ***Ob.792***
2. Code of January 1925: ***757***
3. Code of January 1929: ***757***

Chapter II. Rights and Duties of Pledgee and Pledgor.

Section 852.

- The pledgee is entitled to retain the pledge until he has received full performance of the obligation and accessories.

- Thai translation: P.86/160

《**Genealogies**》

1. Draft of 1919: ***Ob.793***
2. Code of January 1925: ***758***
3. Code of January 1929: ***758***

Section 853.

- The pledgee is bound to keep the pledge in safe custody and take as much care of it as a person of ordinary prudence would take of his own property.

- Thai translation: P.86/160

《**Genealogies**》

1. Draft of 1919: ***Ob.794***
2. Code of January 1925: ***759***
3. Code of January 1929: ***759***

Section 854.

- The pledgee is not allowed, without the consent of the pledgor, to use the pledge or to let a third person have the use or custody of it.

- Thai translation: P.86/161

《**Genealogies**》

1. Draft of 1919: ***Ob.795***
2. Code of January 1925: ***760***
3. Code of January 1929: ***760***

Section 855.

- If the pledgee acts contrary to any of the provisions of section ~~795~~ 854, he ~~becomes~~ is liable for any loss or damage caused to the pledge, ~~even~~ whether caused by force majeure or otherwise, unless he proves that the pledge would have been lost or damaged even if he had not acted contrary to such provisions.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/100
- Thai translation: P.86/161

《**Genealogies**》

1. Draft of 1919: ***Ob.796***
2. Code of January 1925: ***760***
3. Code of January 1929: ***760***

Section 856.

- The pledgee must collect the interest and profits of the pledge and appropriate them to the performance of the obligation and accessories.

- Thai translation: P.86/161

《**Genealogies**》

1. Draft of 1919: ***Ob.797***
2. Code of January 1925: ***761***
3. Code of January 1929: ***761***

Section 857.

- The pledgor is bound to reimburse the pledgee for any expenses which were necessary for the preservation or maintenance of the pledge, unless such expenses were incumbent upon the pledgee under the contract of pledge.

- Thai translation: P.86/161

《**Genealogies**》

1. Draft of 1919: ***Ob.798***
2. Code of January 1925: ***762***
3. Code of January 1929: ***762***

Section 858.

- The pledgee is bound to return the pledge to the pledgor when the obligation and accessories are extinguished.

- Thai translation: P.86/163

《**Genealogies**》

1. Draft of 1919: ***Ob.799***
2. Code of January 1925: -
3. Code of January 1929: -

Section 859.

- The following liabilities are extinguished by prescription six months after the return of the pledge or its sale by auction:
    - (1) The liability for compensation for damage caused to the pledge by the pledgee.
    - (2) The liability for reimbursement of expenses incurred for the preservation or maintenance of the pledge.
    - (3) The liability for compensation for injury caused to the pledgee by non-apparent defects in the pledge.

- Thai translation: P.86/163

《**Genealogies**》

1. Draft of 1919: ***Ob.800***
2. Code of January 1925: ***763***
3. Code of January 1929: ***763***

Chapter III. Enforcement of Pledge.

Section 860.

- If the obligation and accessories for which the pledge is security are not performed, the pledgee is entitled to have the pledge enforced in the manner described in the following sections.

- Thai translation: P.86/163

《**Genealogies**》

1. Draft of 1919: ***Ob.801***
2. Code of January 1925: -
3. Code of January 1929: -

Section 861.

- [I] The pledgee must first notify the debtor by registered letter ~~the debtor~~ to perform the obligation and accessories within a reasonable time to be fixed in the notice.
- [II] If the debtor fails to comply with the notice, the pledgee ~~can~~ may sell the pledge by public auction.
- [III] The pledgee must notify the pledgor by registered letter of the day and time when, and of the place where, the auction ~~shall~~ will be held.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/100
- Thai translation: P.86/164

《**Genealogies**》

1. Draft of 1919: ***Ob.802***
2. Code of January 1925: ***764***
3. Code of January 1929: ***764***

Section 862.

- If notification is impossible, the pledgee ~~can~~ may sell the pledge by public auction after one month ~~after~~ from the time the obligation became due.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/100
- Thai translation: P.86/164

《**Genealogies**》

1. Draft of 1919: ***Ob.803***
2. Code of January 1925: ***765***
3. Code of January 1929: ***765***

Section 863.

- The buyer of a pledge duly sold by public auction acquires over it the same rights as if he had bought it from the owner.

- Thai translation: P.86/164

《**Genealogies**》

1. Draft of 1919: ***Ob.804***
2. Code of January 1925: -
3. Code of January 1929: -

Section 864.

- If the pledge is a sum of money, the pledgee is entitled to appropriate it up to the amount of the obligation and accessories.

- Thai translation: P.86/164

《**Genealogies**》

1. Draft of 1919: ***Ob.805***
2. Code of January 1925: ***766***
3. Code of January 1929: ***766***

Section 865.

- [I] The pledgee must appropriate the nett proceeds of the public auction or of his collection to the extinction of the obligation and accessories and must return the surplus, if any, to the pledgor.
- [II] If the proceeds are less than the amount due, the debtor of the obligation remains liable for the difference.

- Thai translation: P.86/165

《**Genealogies**》

1. Draft of 1919: ***Ob.807***
2. Code of January 1925: ***767***
3. Code of January 1929: ***767***

Section 866.

- If several properties are pledged as security for one obligation, the pledgee ~~can~~ may sell such of them as he may select, but he ~~can~~ may not sell more than are required for the satisfaction of his claim.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/100
- Thai translation: P.86/165

《**Genealogies**》

1. Draft of 1919: ***Ob.808***
2. Code of January 1925: ***768***
3. Code of January 1929: ***768***

Section 867.

- ~~As long as~~ Before the obligation is not due, the pledgor ~~can~~ may not agree that the pledgee shall, in case of non-performance, become the owner of the pledge or dispose of it otherwise than as provided by this Chapter.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/101
- Thai translation: P.86/165

《**Genealogies**》

1. Draft of 1919: ***Ob.809***
2. Code of January 1925: ***756***
3. Code of January 1929: ***756***

Chapter IV. Extinction of Pledge.

Section 868.

- A contract of pledge is extinguished:
    - (1) When the obligation for which the pledge is security is extinguished otherwise than by prescription, or
    - (2) When the pledgee allows the pledge to remain in, or to return into the possession of the pledgor.

- Thai translation: P.86/166

《Genealogies》

1. Draft of 1919: ***Ob.810***
2. Code of January 1925: ***769***
3. Code of January 1929: ***769***

TITLE XIV. Warehousing.

Chapter I. General Provisions.

Section 869.

- A warehouseman is a person whose business is to receive goods for storage in a warehouse, for remuneration.

- Thai translation: P.86/166

《**Genealogies**》

1. Draft of 1919: ***Ob.811***
2. Code of January 1925: ***770***
3. Code of January 1929: ***770***

Section 870.

- The provisions of Sections ~~658~~ 720, ~~660~~ 726 to ~~665~~ 733, ~~668~~ 736, ~~669~~ 737, ~~670~~ 738, ~~672~~ 740, ~~676~~ and ~~678~~ 744 concerning deposit apply to warehousing in so far as they are not contrary to the provisions of this Title ~~XIII~~ XIV.

- Thai translation: P.86/166

《**Genealogies**》

1. Draft of 1919: ***Ob.812***
2. Code of January 1925: ***771***
3. Code of January 1929: ***771***

Section 871.

- The warehouseman is liable for any loss or damage ~~caused~~ to the goods unless he proves that such loss or damage has been caused by force majeure or has been caused of ~~by~~ the nature of the goods.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/101
- Thai translation: P.86/167

《**Genealogies**》

1. Draft of 1919: ***Ob.813***
2. Code of January 1925: -
3. Code of January 1929: -

Section 872.

- The warehouseman is liable for the loss or damage caused by apparent defects in the packing of the goods stored if he accepted them without reservation.

- Thai translation: P.86/167

《**Genealogies**》

1. Draft of 1919: ***Ob.814***
2. Code of January 1925: -
3. Code of January 1929: -

Section 873.

- The warehouseman is not liable for the loss or damage caused by non-apparent defects in the packing of the goods.

- Thai translation: P.86/167

《**Genealogies**》
1. Draft of 1919: ***Ob.815***
2. Code of January 1925: -
3. Code of January 1929: -

Section 874.

- If the goods are of a dangerous nature or are likely to cause injury to persons or property, the depositor must declare their nature to the warehouseman on making the contract of warehousing, otherwise ~~he~~ the depositor will be liable for any injury caused by them.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/101
- Thai translation: P.86/167

《**Genealogies**》
1. Draft of 1919: ***Ob.816***
2. Code of January 1925: -
3. Code of January 1929: -

Section 875.

- A provision in a warehouse receipt excluding or limiting the liability of the warehouseman is void, unless the depositor expressly agreed to such exclusion or limitation of liability.

- Thai translation: P.86/169

《**Genealogies**》
1. Draft of 1919: ***Ob.817***
2. Code of January 1925: -
3. Code of January 1929: -

Section 876.

- The warehouseman is bound to allow the holder of the warehouse receipt ~~and~~ or the holder of the warrant to inspect the goods and to take samples at any reasonable ~~intervals~~ time during business hours ~~and to take samples~~.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/101
- Thai translation: P.86/169

《**Genealogies**》
1. Draft of 1919: ***Ob.818***
2. Code of January 1925: ***773***
3. Code of January 1929: ***773***

Section 877.

- No compensation is due for loss or damage discoverable from the external condition of the goods if the goods were withdrawn without express reservation.

- Thai translation: P.86/169

《**Genealogies**》
1. Draft of 1919: ***Ob.819***
2. Code of January 1925: -
3. Code of January 1929: -

Section 878.

- In case of loss or damage not discoverable from the external condition of the goods, no compensation is due unless notice of loss or damage ~~be~~ is given to the warehouseman within eight days after withdrawal.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/102
- Thai translation: P.86/169

《**Genealogies**》

1. Draft of 1919: ***Ob.820***
2. Code of January 1925: -
3. Code of January 1929: -

Section 879.

- If no time for the return of the goods was fixed, the warehouseman ~~can~~ may return the goods at any time on giving three months notice to the depositor.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/102
- Thai translation: P.86/170

《**Genealogies**》

1. Draft of 1919: ***Ob.821***
2. Code of January 1925: ***774***
3. Code of January 1929: ***774***

Section 880.

- If the remuneration due is not paid, the warehouseman is entitled to retain the goods, provided that the depositor or the holder of the warehouse receipt may at any time apply to the Court for an order, either :
    - (1) Restricting the exercise of this right to such part of the goods as the Court may deem sufficient to cover the remuneration, or.
    - (2) Ordering the warehouseman to return the goods on the depositor or the holder of the warehouse receipt giving security for the remuneration.

- Thai translation: P.86/170

《**Genealogies**》

1. Draft of 1919: ***Ob.822***
2. Code of January 1925: -
3. Code of January 1929: -

Section 881.

- [I] It the depositor or the holder of the warehouse receipt does not withdraw the goods at the proper time, or does not pay the remuneration due, the warehouseman ~~can~~ may notify the depositor by registered letter to withdraw the goods and pay the remuneration within a reasonable time to be fixed in the notice.
- [II] If the depositor fails to comply with the notice, the warehouseman ~~can~~ may sell the goods by public auction.
- [III] The proceeds of the public auction must be appropriated as provided by Sections ~~839~~ 898 and ~~840~~ 899.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/102

- Thai translation: P.86/170

《**Genealogies**》

1. Draft of 1919: ***Ob.823***
2. Code of January 1925: -
3. Code of January 1929: -

Chapter II. Warehouse Receipt and Warrant.

Section 882.

- If required by the depositor, the warehouseman must deliver to him a document taken out from a special Counterfoil Register and including a warehouse receipt and a warrant ~~in the form provided by Schedule A attached to this Code~~.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/102
- Commission of Codification, 25th October 1923, P.42/66
- Thai translation: P.86/171

《**Genealogies**》

1. Draft of 1919: ***Ob.824***
2. Code of January 1925: ***775***
3. Code of January 1929: ***775***

Section 883.

- The warehouse receipt ~~is a document by the indorsement of which the rights and liabilities of the depositor are transferred to the indorsee~~ entitles the depositor to transfer the ownership of the goods to another person by indorsement.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/103
- Thai translation: P.86/171

《**Genealogies**》

1. Draft of 1919: Ob.825
2. Code of January 1925: ***776***
3. Code of January 1929: ***776***

Section 884.

- [I] The warrant ~~is a document by the indorsement of which the goods mentioned in it may be pledged to the indorsee~~ entitles the depositor to pledge the goods mentioned in it by indorsement and without ~~being delivered~~ delivering such goods to ~~him~~ the indorsee.
- [II] Provided that when the depositor wants to pledge the goods, he must separate the warrant from the warehouse receipt and deliver the former to the indosee.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/103
- Thai translation: P.86/171

《**Genealogies**》

1. Draft of 1919: Ob.826
2. Code of January 1925: ***777***
3. Code of January 1929: ***777***

Section 885.

- [I] The warehouse receipt and the warrant must each bear ~~a~~ the same serial number as mentioned in the counterfoil, and be signed by the warehouseman.
- [II] They shall contain the following particulars :
    - (1) The name or trade name and the address of the depositor.

- (2) The place of storage.
- (3) The remuneration for storage.
- (4) The nature of the goods stored, their weight or bulk and the nature, number and marking of the packages, if any.
- (5) The place where, and the time when, the receipt and the warrant are made out.
- (6) The period for which the gooks are stored, if any has been fixed.
- (7) If the goods stored are insured, the amount of the insurance, the period for which the goods are insured and the name or trade name of the ~~underwriter~~ insurer.

- [III] ~~The receipt and the warrant must each be signed by the warehouseman~~ The warehouseman must enter the same particulars in the counterfoil.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/103
- Thai translation: P.86/172

《**Genealogies**》

1. Draft of 1919: Ob.827, ***Ob.828***, ***Ob.829***
2. Code of January 1925: ***778***
3. Code of January 1929: ***778***

Section 886.

- [I] When the depositor indorses the warrant to a pledgee, the parties must mention such indorsement upon the warehouse receipt.
- [II] If such ~~mention~~ entry is not made, the pledge cannot be set up against a further buyer of the goods.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/104
- Commission of Codification, 24th October 1923, P.42/67
- Thai translation: P.86/172

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***780***
3. Code of January 1929: ***780***

Section 887.

- When the warrant is indorsed and delivered to the pledgee, the depositor and the pledgee shall certify on the warrant that they made on the warehouse receipt the mention provided in the foregoing section.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/104
- Thai translation: P.86/173

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***781***
3. Code of January 1929: ***781***

Section 888.

- [I] When the depositor pledges the goods and delivered the warrant to an indorsee, such indorsee must notify in writing to the warehouseman the amount

of the obligation for the security of which the goods are pledged, the interest to be paid and the day of maturity of the obligation; and upon such notification the warehouseman must enter such particulars in the couterfoil.

- [II] If such entry is not made in the counterfoil, the pledge cannot set up against the creditors of the depositor.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/105
- Thai translation: P.86/173

《**Genealogies**》

1. Draft of 1919: Ob.829
2. Code of January 1925: ***782***
3. Code of January 1929: ***782***

Section 889.

- [I] The holder of ~~a warehouse receipt~~ the document including a warehouse receipt and a warrant ~~can~~ may require the warehouseman to divide the goods stored and to deliver to him a separate ~~warehouse receipt~~ document for each part. In such case, the holder must return the original ~~warehouse receipt~~ document to the warehouseman.
- [II] The expenses for such division and for the delivery of the new ~~receipt or receipts~~ document or documents must be borne by the holder.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/105
- Thai translation: P.86/173

《**Genealogies**》

1. Draft of 1919: ***Ob.830***
2. Code of January 1925: ***783***
3. Code of January 1929: ***783***

Section 890.

- The ownership of the goods stored can be transferred only by indorsement on the warehouse receipt.

- Thai translation: P.86/174

《**Genealogies**》

1. Draft of 1919: ***Ob.831***
2. Code of January 1925: ***784***
3. Code of January 1929: ***784***

Section 891.

- The goods stored can be pledged only by indorsement of the warrant. After the warrant has been indorsed, the goods may be pledged to a second pledgee by indorsing the warehouse receipt in the same way as a warrant.

- Thai translation: P.86/174

《**Genealogies**》

1. Draft of 1919: ***Ob.832***
2. Code of January 1925: ***785***
3. Code of January 1929: ***785***

Section 892.

- As long as the goods stored are not pledged, the warehouse receipt and the warrant ~~can~~ may not be transferred separately.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/105
- Thai translation: P.86/174

《**Genealogies**》

1. Draft of 1919: ***Ob.833***
2. Code of January 1925: ***786***
3. Code of January 1929: ***786***

Section 893.

- The first indorsement on a warrant must mention the amount of the obligation for the security of which the goods are pledged, the interest to be paid and the day of maturity of the obligation.
- ~~The same particulars must be noted by the first pledgee on the warehouse receipt with his signature, otherwise the first pledgee and the subsequent pledgees cannot set up their right of pledge against the holder of the warehouse receipt.~~

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/106
- Thai translation: P.86/174

《**Genealogies**》

1. Draft of 1919: ***Ob.834***
2. Code of January 1925: ***787***
3. Code of January 1929: ***787***

Section 894.

- The delivery of the goods stored ~~can~~ may be obtained only on surrender of the warehouse receipt.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/106
- Thai translation: P.86/174

《**Genealogies**》

1. Draft of 1919: ***Ob.835***
2. Code of January 1925: ***788***
3. Code of January 1929: ***788***

Section 895.

- [I] If a warrant has been ~~issued~~ separated and indorsed to a pledgee, the delivery of the goods ~~can~~ may be obtained only on surrender of both the warehouse receipt and the warrant.
- [II] However, the holder of the warehouse receipt can at any time have the goods returned to him on depositing with the warehouseman the whole amount of the obligation entered in the warrant, with interest up to the date when the obligation is due.
- [III] The amount so deposited must be paid by the warehouseman to the holder of the warrant upon surrender of such warrant.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/106

- Thai translation: P.86/175

《Genealogies》
1. Draft of 1919: ***Ob.836***
2. Code of January 1925: ***789***
3. Code of January 1929: ***789***

Section 896.

- If the obligation for which the goods have been pledged is not performed on the day of its maturity, the holder of the warrant is entitled to have the goods sold by public auction by the warehouseman, provided that the public auction shall not be held less than eight days after the day of maturity of the obligation.

- Thai translation: P.86/175

《Genealogies》
1. Draft of 1919: ***Ob.837***
2. Code of January 1925: ***790***
3. Code of January 1929: ***790***

Section 897.

- The holder of the warrant must notify the depositor ~~by registered letter~~ in writing of the day and time when, and of the place where, the auction ~~shall~~ will be held.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/106
- Commission of Codification, (the page lost), P.42/68
- Thai translation: P.86/175

《Genealogies》
1. Draft of 1919: ***Ob.838***
2. Code of January 1925: ***791***
3. Code of January 1929: ***791***

Section 898.

- [I] The warehouseman must deduct from the nett proceeds of the public auction, the sums due to him in connection with the storage, and out of the balance he must, on surrender of the warrant, pay to the holder thereof the amount due to him.
- [II] Any surplus must be paid to the second pledgee on surrender of the warehouse receipt or, if there is no second pledgee or after he has been satisfied, to the holder of the warehouse receipt.

- Thai translation: P.86/176

《Genealogies》
1. Draft of 1919: ***Ob.839***
2. Code of January 1925: ***792***
3. Code of January 1929: ***792***

Section 899.

- If the nett proceeds of the public auction are not sufficient to satisfy the holder of the warrant the warehouseman must return the warrant to the holder stat-

ing thereon the amount paid, and make an entry thereof in his books.

- Thai translation: P.86/176

《**Genealogies**》

1. Draft of 1919: ***Ob.840***
2. Code of January 1925: ***793***
3. Code of January 1929: ***793***

Section 900.

- The holder of the warrant ~~can~~ may have recourse for the amount unpaid against all or any of the prior indorsers, jointly or separately, provided that the public auction has been held within one month after the day of maturity of the obligation.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/106
- Thai translation: P.86/176

《**Genealogies**》

1. Draft of 1919: ***Ob.841***
2. Code of January 1925: ***794***
3. Code of January 1929: ***794***

Section 901.

- As far as circumstances admit, the provisions of this Code concerning promissory notes apply to warrants and to warehouse receipts indorsed as warrants.

- Thai translation: P.86/177

《**Genealogies**》

1. Draft of 1919: ***Ob.842***
2. Code of January 1925: ***795***
3. Code of January 1929: ***795***

Section 902.

- [I] If the document including the ~~a~~ warehouse receipt ~~or a~~ and the warrant, or one of them, has been lost or stolen, the holder on giving proper security ~~can~~ may require the warehouseman to deliver him a new ~~receipt or warrant~~ title.
- [II] In such case the warehouseman must enter the fact in the counterfoil.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/106
- Thai translation: P.86/177

《**Genealogies**》

1. Draft of 1919: ***Ob.843***
2. Code of January 1925: ***796***
3. Code of January 1929: ***796***

TITLE XV. Agency.

Chapter I. General Provisions.

Section 903.

- A contract of agency is a contract whereby a person, called the principal, directs another person, called the agent, to act for him and the agent agrees to do so.

- Thai translation: P.86/177

《**Genealogies**》

1. Draft of 1919: ***Ob.844***
2. Code of January 1925: ***797(I)***
3. Code of January 1929: ***797(I)***

Section 904.

- Agency may be express or implied.

- Thai translation: P.86/178

《**Genealogies**》

1. Draft of 1919: ***Ob.845***
2. Code of January 1925: ***797(II)***
3. Code of January 1929: ***797(II)***

Section 905.

- An employee is presumed to have an implied authority to do for his employer whatever is customary in the course of his employment.

- Thai translation: P.86/178

《**Genealogies**》

1. Draft of 1919: ***Ob.846***
2. Code of January 1925: -
3. Code of January 1929: -

Section 906.

- The compradore of a Bank is presumed to have no authority to bind his employer.

- Thai translation: P.86/178

《**Genealogies**》

1. Draft of 1919: ***Ob.847***
2. Code of January 1925: -
3. Code of January 1929: -

Section 907.

- ~~Unless refused at once, an offer of agency is deemed to be accepted by the agent if it refers to acts to be done in the ordinary course of his business or which the agent offered to do by a notice or advertisement addressed to the public.~~
- A person who does not refuse at once an offer of agency made to him and referring to acts to be done either in the ordinary course of his business or on account of notice or advertisement addressed by him to the public, is deemed to

have accepted the offer.

- Decision of the Revising Committee, 25th October 1922, P.42/61
- Thai translation: P.86/178

《Genealogies》

1. Draft of 1919: ***Ob.848***
2. Code of January 1925: -
3. Code of January 1929: -

Section 908.

- Acts done by an agent on behalf of an incapacitated principal are valid only in so far as they would be valid if done by the incapacitated person himself.

- Thai translation: P.86/178

《Genealogies》

1. Draft of 1919: ***Ob.849***
2. Code of January 1925: -
3. Code of January 1929: -

Section 909.

- Agency is void in so far as the principal directs the agent to do acts which by nature or by law cannot be done through representatives.

- Thai translation: P.86/179

《Genealogies》

1. Draft of 1919: ***Ob.850***
2. Code of January 1925: -
3. Code of January 1929: -

Section 910.

- [I] The principal who employs an incapacitated person as an agent is bound by the acts of that agent in the same way as if he was capable.
- [II] But the liability of the agent to the principal is governed by the provisions concerning capacity.

- Thai translation: P.86/179

《Genealogies》

1. Draft of 1919: ***Ob.851***
2. Code of January 1925: ***799***
3. Code of January 1929: ***799***

Section 911.

- If the principal appoints an agent without limiting or specifying the nature or extent of his authority, the agent is said to have a general authority.

- Thai translation: P.86/179

《Genealogies》

1. Draft of 1919: ***Ob.852***
2. Code of January 1925: -
3. Code of January 1929: -

Section 912.

- If the nature or extent of his authority is limited or specified, the agent is said to have a special authority.

- Thai translation: P.86/179

《**Genealogies**》

1. Draft of 1919: ***Ob.853***
2. Code of January 1925: -
3. Code of January 1929: -

Section 913.

- The agent who has a special authority ~~can~~ may do on behalf of his principal whatever is necessary for the due execution of the matters entrusted to him.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/107
- also Vol.87, P.87/4
- Thai translation: P.86/180

《**Genealogies**》

1. Draft of 1919: ***Ob.854***
2. Code of January 1925: ***800***
3. Code of January 1929: ***800***

Section 914.

- The agent who has a general authority ~~can~~ may do anything on behalf of his principal, except:
    - (1) Sell immovable property.
    - (2) Make a gift.
    - (3) Make a compromise.
    - (4) Enter an action in Court.
    - (5) Submit a dispute to arbitration.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/107
- also Vol.87, P.87/4
- Thai translation: P.86/180

《**Genealogies**》

1. Draft of 1919: ***Ob.855***
2. Code of January 1925: ***801***
3. Code of January 1929: ***801***

Section 915.

- In case of emergency, the agent ~~can~~ may do in order to protect his principal from loss all such acts as would be done by a person of ordinary prudence in his own case.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/107
- also Vol.87, P.87/5
- Thai translation: P.86/180

《**Genealogies**》

1. Draft of 1919: ***Ob.856***
2. Code of January 1925: ***802***
3. Code of January 1929: ***802***

Section 916.

- The agent is ~~only~~ entitled to receive a remuneration only ~~in the cases~~ when remuneration is provided for ~~by~~ in the agreement or by custom.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/107
- also Vol.87, P.87/5
- Thai translation: P.86/180

《**Genealogies**》

1. Draft of 1919: ***Ob.857***
2. Code of January 1925: ***803***
3. Code of January 1929: ***803***

Section 917.

- If several agents have been appointed by the same principal for the same matters, it is presumed that they ~~can~~ may not act separately.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/107
- Vol.87, P.87/5
- Thai translation: P.86/182

《**Genealogies**》

1. Draft of 1919: ***Ob.858***
2. Code of January 1925: ***804***
3. Code of January 1929: ***804***

Chapter II. Duties of the Agent to the Principal.

Section 918.

- [I] The agent is bound to act for his principal according to the directions given by the principal or, in the absence of such directions, according to the custom and with such care as may be expected from a person of ordinary prudence.
- [II] If the agent acts otherwise, he must make compensation for any injury which the principal may sustain therefrom ; and, if any profit accrues, he must account for it to the principal.

- Thai translation: P.86/182

《**Genealogies**》

1. Draft of 1919: ***Ob.859***
2. Code of January 1925: ***807***
3. Code of January 1929: ***807***

Section 919.

- If required, the agent must at any reasonable time give information to his principal as to the condition of the matters entrusted to him.

- Thai translation: P.86/182

《**Genealogies**》

1. Draft of 1919: ***Ob.860***
2. Code of January 1925: ***809***
3. Code of January 1929: ***809***

Section 920.

- After determination or extinction of the agency, the agent must as soon as possible report to the principal how the matters have been executed.

- Thai translation: P.86/184

《**Genealogies**》

1. Draft of 1919: ***Ob.861***
2. Code of January 1925: ***809***
3. Code of January 1929: ***809***

Section 921.

- The agent must transfer to the principal the rights which he has acquired in his own name but on behalf of the principal.

- Thai translation: P.86/184

《**Genealogies**》

1. Draft of 1919: ***Ob.862***
2. Code of January 1925: ***810***
3. Code of January 1929: ***810***

Section 922.

- The agent must hand over to the principal all the monies and other properties which he receives in the execution of the agency.

- Thai translation: P.86/184

《**Genealogies**》

1. Draft of 1919: ***Ob.863***
2. Code of January 1925: ***810***
3. Code of January 1929: ***810***

Section 923.

- If the agent has used for his own benefit money which he ought to have handed over to the principal or to have used for the principal, he must pay interest thereon from the day when he used it for his own benefit.

- Thai translation: P.86/184

《**Genealogies**》

1. Draft of 1919: ***Ob.864***
2. Code of January 1925: ***811***
3. Code of January 1929: ***811***

Chapter III. Duties of the Principal to the Agent.

Section 924.

- [I] The principal is bound to reimburse the agent for any advances made or expenses incurred by him in his capacity as agent and within the scope of his authority.
- [II] Interest is due by the principal to the agent on such advances or expenses from the day when they were made.

- Thai translation: P.86/186

《**Genealogies**》

1. Draft of 1919: ***Ob.865***
2. Code of January 1925: ***816***
3. Code of January 1929: ***816***

Section 925.

- The principal is bound to make compensation to the agent for the consequences of acts done by him in his capacity as agent and within the scope of his authority.

- Thai translation: P.86/186

《**Genealogies**》

1. Draft of 1919: ***Ob.866***
2. Code of January 1925: ***816***
3. Code of January 1929: ***816***

Section 926.

- The principal must, if so required, advance to the agent such sums as are necessary for the execution of the matters entrusted to him.

- Thai translation: P.86/186

《**Genealogies**》

1. Draft of 1919: ***Ob.867***
2. Code of January 1925: ***815***
3. Code of January 1929: ***815***

Section 927.

- The remuneration of the agent shall be fixed by agreement. In the absence of any agreement, it shall be governed by custom.

- Thai translation: P.86/188

《**Genealogies**》

1. Draft of 1919: ***Ob.868***
2. Code of January 1925: -
3. Code of January 1929: -

Section 928.

- In the absence of any agreement or custom as to the time of payment, remuneration is payable only after the determination or extinction of the agency.

- Thai translation: P.86/188

《**Genealogies**》

1. Draft of 1919: ***Ob.869***
2. Code of January 1925: ***817***
3. Code of January 1929: ***817***

Section 929.

- The agent is not entitled to remuneration in respect of that part of his agency which he has misconducted.

- Thai translation: P.86/188

《**Genealogies**》

1. Draft of 1919: ***Ob.870***
2. Code of January 1925: ***818***
3. Code of January 1929: ***818***

Section 930.

- The agent ~~can~~ may withhold, out of any sum received by him on account of the principal in the execution of the agency, all monies due to himself for advances, expenses or remuneration.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/107
- Thai translation: P.86/188

《**Genealogies**》

1. Draft of 1919: ***Ob.871***
2. Code of January 1925: -
3. Code of January 1929: -

Section 931.

- If any of the monies due to the agent are not paid, the agent ~~can~~ may exercise over any property of the principal in his possession by reason of the agency the rights described in Sections ~~673~~ 741, ~~674~~ 742 and ~~675~~ 743 concerning deposit.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/107
- Thai translation: P.86/190

《**Genealogies**》

1. Draft of 1919: ***Ob.872***
2. Code of January 1925: ***819***
3. Code of January 1929: ***819***

Chapter IV. Liability of Principal and Agent to Third Persons.

Section 932.

- [I] The principal is bound to third persons by the acts which the agent has made within the scope of his authority and in the name of the principal.
- [II] A limitation of authority which is not customary or is not inherent in the nature of the matters entrusted cannot be set up against third persons who had no knowledge of it.

- Thai translation: P.86/190

《**Genealogies**》

1. Draft of 1919: ***Ob.873***
2. Code of January 1925: ***820***
3. Code of January 1929: ***820***

Section 933.

- A person who expressly or impliedly represents another person as his agent or knowingly allows another person to be represented as his agent, is liable to third persons in good faith in the same way as if such person was his agent.

- Thai translation: P.86/190

《**Genealogies**》

1. Draft of 1919: ***Ob.874***
2. Code of January 1925: ***821***
3. Code of January 1929: ***821***

Section 934.

- A principal who represents his agent or knowingly allows his agent to be represented as having a wider authority than he actually has is liable to third persons in good faith in the same way as if the agent had such wider authority.

- Thai translation: P.86/191

《**Genealogies**》

1. Draft of 1919: ***Ob.875***
2. Code of January 1925: ***822***
3. Code of January 1929: ***822***

Section 935.

- If a person does an act without authority or beyond the scope of his authority such act does not bind the principal unless he expressly or impliedly ratifies it.

- Thai translation: P.86/191

《**Genealogies**》

1. Draft of 1919: ***Ob.876***
2. Code of January 1925: ***823***
3. Code of January 1929: ***823***

Section 936.

- If the principal does not ratify the act, the person who has acted as agent is personally liable to third persons, unless he proves that such third persons knew

that he was acting without authority or beyond the scope of the authority.

- Thai translation: P.86/191

《**Genealogies**》

1. Draft of 1919: ***Ob.877***
2. Code of January 1925: ***823***
3. Code of January 1929: ***823***

Section 937.

- A principal is not bound by a contract entered into by his agent with a third person, if the contract was entered into by the agent in consideration of any property or other advantage given or promised to him by such third person.

- Thai translation: P.86/191

《**Genealogies**》

1. Draft of 1919: ***Ob.878***
2. Code of January 1925: ***825***
3. Code of January 1929: ***825***

Section 938.

- Notifications made by, or to the agent within the scope of his authority are deemed to be notifications made by, or to, the principal.

- Thai translation: P.86/193

《**Genealogies**》

1. Draft of 1919: ***Ob.879***
2. Code of January 1925: -
3. Code of January 1929: -

Chapter V. Extinction of Agency.

Section 939.

- Agency is extinguished in the following cases:
    - (1) By the execution of the agency being completed.
    - (2) If the authority was given for a limited period of time, by the expiration of such time.
    - (3) By the death of the principal or of the agent.
    - (4) By the principal becoming incapacitated.

- Thai translation: P.86/193

《**Genealogies**》

1. Draft of 1919: ***Ob.880***
2. Code of January 1925: ***826***
3. Code of January 1929: ***826***

Section 940.

- Agency is determined by the principal revoking the authority or the agent renouncing the agency.

- Thai translation: P.86/193

《**Genealogies**》

1. Draft of 1919: ***Ob.881***
2. Code of January 1925: ***826***
3. Code of January 1929: ***826***

Section 941.

- The principal ~~can~~ may revoke the authority and the agent renounce the agency at any time. ~~The party who determines the agency at a time which is inconvenient to the other party is liable to such party for any injury resulting therefrom, unless the determination of the agency was caused by some unavoidable necessity.~~

- Commission of Codification, 25th May 1922, P.40/129
- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/108
- Thai translation: P.86/194

《**Genealogies**》

1. Draft of 1919: ***Ob.882 Sent.1***
2. Code of January 1925: ***827***
3. Code of January 1929: ***827***

Section 942.

- ~~The principal can revoke the authority and the agent renounce the agency at any time.~~ The party who determines the agency at a time which is inconvenient to the other party is liable to such party for any injury resulting therefrom, unless the determination of the agency was caused by some unavoidable necessity.

- Commission of Codification, 25th May 1922, P.40/129
- Thai translation: P.86/194

《**Genealogies**》

1. Draft of 1919: ***Ob.882 Sent.2***
2. Code of January 1925: ***827***
3. Code of January 1929: ***827***

Section 943.

- When agency is extinguished by the principal dying or becoming incapacitated, the agent is bound to take all reasonable steps to protect the interests entrusted to him until the heirs or representatives of the principal can themselves protect such interests.

- Thai translation: P.86/194

《**Genealogies**》

1. Draft of 1919: ***Ob.883***
2. Code of January 1925: ***828***
3. Code of January 1929: ***828***

Section 944.

- When agency is extinguished by the death of the agent, the heirs of the agent are bound to notify the principal and to take all reasonable steps to protect the interests entrusted to the agent until the principal can himself protect such interests.

- Thai translation: P.86/194

《**Genealogies**》

1. Draft of 1919: ***Ob.884***
2. Code of January 1925: ***829***
3. Code of January 1929: ***829***

Section 945.

- The principal is bound to the agent for the acts done by him before he knew or ought to have known of the determination or extinction of the agency.

- Thai translation: P.86/196

《**Genealogies**》

1. Draft of 1919: ***Ob.885***
2. Code of January 1925: ***830***
3. Code of January 1929: ***830***

Section 946.

- The agent is bound to the principal to continue the execution of the agency until the time when the principal knows or ought to have known of the renunciation by the agent.

- Thai translation: P.86/196

《**Genealogies**》

1. Draft of 1919: ***Ob.886***
2. Code of January 1925: ***830***
3. Code of January 1929: ***830***

Section 947.

- The principal is not bound to third persons for the consequence of acts done by the agent after determination or extinction of the agency, if such persons knew or ought to have known of the extinction or of the determination.

- Commission of Codification, 24th Nay 1922, P.40/128
- Thai translation: P.86/196

《**Genealogies**》

1. Draft of 1919: ***Ob.887***
2. Code of January 1925: ***831***
3. Code of January 1929: ***831***

Section 948.

- On determination or extinction of the agency the principal ~~can~~ may require the surrender of any written authority delivered to the agent.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/108
- also Vol.87, P.87/13
- Thai translation: P.86/196

《**Genealogies**》

1. Draft of 1919: ***Ob.889***
2. Code of January 1925: ***832***
3. Code of January 1929: ***832***

Chapter VI. Subagency.

Section 949.

- The agent ~~can~~ may not appoint a subagent, unless he ~~be~~ is allowed by the principal to do so, or unless by custom a subagent may be appointed.

- Collaboration of Dr.James, 3rd instalment, August 1923, P.41/108
- Thai translation: P.86/197

《**Genealogies**》

1. Draft of 1919: ***Ob.890***
2. Code of January 1925: -
3. Code of January 1929: -

Section 950.

- An agent who has appointed a subagent although he was not allowed by the principal or by custom to do so is liable for all the acts done by that subagent in such capacity.

- Thai translation: P.86/197

《**Genealogies**》

1. Draft of 1919: ***Ob.891***
2. Code of January 1925: -
3. Code of January 1929: -

Section 951.

- The agent who has lawfully appointed a subagent is not liable to the principal for the acts done by the subagent unless the principal proves that the agent has not selected the subagent with such care as may be expected from a person of ordinary prudence.

- Thai translation: P.86/197

《**Genealogies**》

1. Draft of 1919: ***Ob.892***
2. Code of January 1925: -
3. Code of January 1929: -

Section 952.

- If the discretion left to the agent for the appointment of a subagent has been limited to persons designated by name by the principal, the agent is not liable for the acts done by any such subagent.

- Thai translation: P.86/197

《**Genealogies**》

1. Draft of 1919: ***Ob.893***
2. Code of January 1925: -
3. Code of January 1929: -

Section 953.

- The principal ~~has a direct cause of action against~~ can sue directly the subagent for ~~his~~ any rights arising out of the subagency.

- Commission of Codification, 25th May 1922, P.40/130

- Thai translation: P.86/198

《**Genealogies**》

1. Draft of 1919: ***Ob.894***
2. Code of January 1925: -
3. Code of January 1929: -

Section 954.

- The subagent ~~has a direct cause of action against~~ can sue directly the principal for ~~his~~ any rights arising out of the subagency.

- Commission of Codification, 25th May 1922, P.40/130
- Thai translation: P.86/198

《**Genealogies**》

1. Draft of 1919: ***Ob.895***
2. Code of January 1925: -
3. Code of January 1929: -

Section 955.

- The principal is bound to third persons by the acts done by a lawfully appointed subagent within the scope of the authority and in the name of the principal, in the same way as if such acts were done by the agent.

- Thai translation: P.86/198

《**Genealogies**》

1. Draft of 1919: ***Ob.896***
2. Code of January 1925: -
3. Code of January 1929: -

Chapter VII. Commission Agency.

Section 956.

- [I] A commission agent is a person who, in the ordinary course of his business, acts in his own name or in the name of his own firm on account of another.
- [II] He is personally liable, unless he has ~~especially~~ expressly acted for, and disclosed the name of, the principal ~~in order to benefit by the provisions of Agency~~.
- [III] However, ~~importation or exportation Agents whether called agents, commission agents, factors, representatives or otherwise are~~ unless otherwise provided by the agreement, the agent shall in all cases be personally liable ~~for the performance of the contracts entered into by them as such~~ if the principal is, and has his residence, abroad.

- Commission of Codification, July 1923, P.40/142
- Collaboration of Dr.James, 4th instalment, September 1923, P.41/110
- Thai translation: P.86/198

《Genealogies》

1. Draft of 1919: Ob.897
2. Code of January 1925: ***833***
3. Code of January 1929: ***833***

TITLE XVI. Brokerage.

Section 957.

- [I] A broker is a person who acts as intermediary between other persons for the negotiation of contracts.
- [II] The remuneration which may be due to a broker for his services is called brokerage.

- Thai translation: P.86/199

《**Genealogies**》

1. Draft of 1919: ***Ob.898***
2. Code of January 1925: ***845***
3. Code of January 1929: 845

Section 958.

- A broker who has been instructed by a party not to disclose his name shall not communicate it to the other party.

- Thai translation: P.86/199

《**Genealogies**》

1. Draft of 1919: ***Ob.899***
2. Code of January 1925: -
3. Code of January 1929: -

Section 959.

- [I] A broker is not personally liable for the ~~execution~~ performance of the contracts entered into through his mediation.
- [II] However when a broker has not disclosed to one party the name of the other party, he is liable for performance to the former party.

- Commission of Codification, (undated), P.40/144
- also Vol.87, P.87/18
- Thai translation: P.86/203

《**Genealogies**》

1. Draft of 1919: ***Ob.900***
2. Code of January 1925: ***846***
3. Code of January 1929: ***846***

Section 960.

- [I] A broker who has been instructed by a party to sell or buy property at a fixed price may be himself the buyer or the seller, provided he gives notice thereof to that ~~person~~ party.
- [II] In such case the broker incurs the same liability as ~~an ordinary~~ a party to a contract of sale, but he is still entitled to charge brokerage.

- Commission of Codification, (undated), P.40/145
- Thai translation: P.86/203

《**Genealogies**》

1. Draft of 1919: ***Ob.901***
2. Code of January 1925: -
3. Code of January 1929: -

Section 961.

- A broker is presumed to have no authority to receive on behalf of the parties the payments or other prestations due in ~~execution~~ performance of the contract.

- Commission of Codification, (undated), P.40/144
- also Vol.87, P.87/18
- Thai translation: P.86/203

《**Genealogies**》

1. Draft of 1919: ***Ob.902***
2. Code of January 1925: ***847***
3. Code of January 1929: ***847***

Section 962.

- The promise to pay brokerage is implied unless the services, under the circumstances of the case, shall have been expected to be rendered gratuitously.

- Thai translation: P.86/203

《**Genealogies**》

1. Draft of 1919: ***Ob.903***
2. Code of January 1925: ***845***
3. Code of January 1929: 845

Section 963.

- No brokerage is due to the broker unless the contract is the result of his services.

- Thai translation: P.86/204

《**Genealogies**》

1. Draft of 1919: ***Ob.904***
2. Code of January 1925: ***848***
3. Code of January 1929: ***848***

Section 964.

- A broker loses his right to brokerage if he agrees to accept brokerage from both parties to the contract without their consent.

- Thai translation: P.86/204

《**Genealogies**》

1. Draft of 1919: ***Ob.905***
2. Code of January 1925: ***849***
3. Code of January 1929: 847

Section 965.

- [I] The brokerage shall be fixed by agreement. In the absence of any agreement, it shall be governed by custom.
- [II] If the brokerage agreed upon is excessive, the Court ~~can~~ may reduce it.

- Collaboration of Dr.James, 4th instalment, September1923, P.41/110
- Thai translation: P.86/204

《Genealogies》

1. Draft of 1919: ***Ob.906***
2. Code of January 1925: -
3. Code of January 1929: -

TITLE XVII. Compromise.

Section 966.

- A contract of compromise is a contract whereby the parties agree to settle a dispute between them by mutual concessions.

- Thai translation: P.86/204

《**Genealogies**》

1. Draft of 1919: ***Ob.907***
2. Code of January 1925: ***850***
3. Code of January 1929: ***850***

Section 967.

- A contract of compromise ~~referring to property the sale of which is subject to the execution of an official document~~ is void unless made in writing ~~before the proper official~~.

- Commission of Codification, 29th May 1922, P.40/146
- also Vol.87, P.87/20
- Thai translation: P.86/206

《**Genealogies**》

1. Draft of 1919: ***Ob.908***
2. Code of January 1925: ***851***
3. Code of January 1929: ***851***

Section 968.

- The effect of the compromise is to extinguish the claims abandoned by each party and to secure to each party the rights which are declared to belong to him.

- Thai translation: P.86/206

《**Genealogies**》

1. Draft of 1919: ***Ob.909***
2. Code of January 1925: ***852***
3. Code of January 1929: ***852***

Section 969.

- The parties to a compromise are liable for defects or for eviction as provided in the Title concerning sale.

- Thai translation: P.86/206

《**Genealogies**》

1. Draft of 1919: ***Ob.910***
2. Code of January 1925: -
3. Code of January 1929: -

Section 970.

- Cancellation of a compromise on the ground of mistake is limited to the following cases :
    - (1) Mistake as to the identity of one of the parties to the compromise.
    - (2) Compromise based on forged or invalid documents.

- Thai translation: P.86/206

《**Genealogies**》

1. Draft of 1919: ***Ob.911***
2. Code of January 1925: -
3. Code of January 1929: -

Section 971.

- A compromise based on forged or invalid documents cannot be cancelled by the Court if, at the time of the compromise, all the parties knew that such documents were forged or invalid.

- Thai translation: P.86/208

《**Genealogies**》

1. Draft of 1919: ***Ob.912***
2. Code of January 1925: -
3. Code of January 1929: -

TITLE XVIII. Gambling and Betting.

Section 972.

- Gambling or betting contracts are void unless expressly authorized by law.

- Thai translation: P.86/208

《**Genealogies**》

1. Draft of 1919: ***Ob.913***
2. Code of January 1925: ***853***, ***854***
3. Code of January 1929: ***853***, ***854***

Section 973.

- [I] If a person, in order to pay a void gambling or betting debt, agrees to incur another obligation, such obligation is void.
- [II] But a bill subscribed or indorsed according to Title XXI on bills in order to pay a gambling or betting debt is valid in the hands of a holder in good faith.

- Thai translation: P.86/208

《**Genealogies**》

1. Draft of 1919: ***Ob.914***
2. Code of January 1925: ***855***
3. Code of January 1929: ***855***

Section 974.

- A person who has knowingly performed a gambling or betting contract is not entitled to restitution.

- Thai translation: P.86/210

《**Genealogies**》

1. Draft of 1919: ***Ob.915***
2. Code of January 1925: ***853***
3. Code of January 1929: ***853***

TITLE XIX. Current Account.

Section 975.

- A contract of current account is a contract whereby two persons agree that transactions between them shall be entered in a separate account and that from time to time the respective obligations shall be set off and only the difference paid.

- Thai translation: P.86/210

《**Genealogies**》

1. Draft of 1919: ***Ob.916***
2. Code of January 1925: ***856***
3. Code of January 1929: ***856***

Section 976.

- The parties ~~can~~ may agree to have several current accounts at the same time.

- Collaboration of Dr.James, 4th instalment, September1923, P.41/110
- Thai translation: P.86/210

《**Genealogies**》

1. Draft of 1919: ***Ob.917***
2. Code of January 1925: -
3. Code of January 1929: -

Section 977.

- The entry of a bill in a current account is presumed to be made on condition that the bill will be paid. If the bill is not paid, the entry may be cancelled.

- Thai translation: P.86/210

《**Genealogies**》

1. Draft of 1919: ***Ob.918***
2. Code of January 1925: ***857***
3. Code of January 1929: ***857***

Section 978.

- A surety for a party to a current account guarantees the payment of the difference due by him when the balance is struck.

- Thai translation: P.86/212

《**Genealogies**》

1. Draft of 1919: ***Ob.919***
2. Code of January 1925: -
3. Code of January 1929: -

Section 979.

- The balance must be struck at the time agreed by the parties. If no time has been agreed, the balance must be struck at the time fixed by the custom.

- Thai translation: P.86/212

《**Genealogies**》

1. Draft of 1919: ***Ob.920***
2. Code of January 1925: ***858***

3. Code of January 1929: ***858***

Section 980.

- Either party ~~can~~ may at any time determine the contract of current account and have the balance struck.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/110
- also Vol.87, P.87/23
- Thai translation: P.86/212

《Genealogies》

1. Draft of 1919: ***Ob.921***
2. Code of January 1925: ***859***
3. Code of January 1929: ***859***

Section 981.

- The contract of current account is extinguished and the balance must be struck when one party dies or becomes incapacitated.

- Thai translation: P.86/212

《Genealogies》

1. Draft of 1919: ***Ob.922***
2. Code of January 1925: -
3. Code of January 1929: -

Section 982.

- The difference, if not paid, bears interest from the day when the balance was struck.

- Thai translation: P.86/212

《Genealogies》

1. Draft of 1919: ***Ob.923***
2. Code of January 1925: ***860***
3. Code of January 1929: ***860***

Section 983.

- The obligations, resulting from a current account are extinguished by prescription five years after the balance was struck.

- Thai translation: P.86/213

《Genealogies》

1. Draft of 1919: ***Ob.924***
2. Code of January 1925: -
3. Code of January 1929: -

TITLE XX. Insurance.

Chapter I. General Provisions.

Section 984.

- A contract of insurance is a contract whereby a person agrees to make compensation or to pay a sum of money ~~for a contingent~~ in case of loss or any other event specified in the contract, and another person agrees to pay therefor a sum of money called premium.

- Redrafted by the Revising Committee, February 1924, P.43/165
- also Vol.87, P.87/25
- Thai translation: P.86/213

《**Genealogies**》

1. Draft of 1919: ***Ob.925***
2. Code of January 1925: ***861***
3. Code of January 1929: ***861***

Section 985.

- [I] In the present Title:
- "insurer" means the ~~The~~ party who agrees to make compensation ~~is called the underwriter.~~ or to pay a sum of money;
- "assured" means the ~~The~~ party who agrees to pay the premium ~~is called the insurer.~~ ;
- "beneficiary" means the ~~The~~ person who is to receive compensation ~~is called the insured~~ or to be paid a sum of money.
- [II] The assured and the beneficiary may be one and the same person.

- Commission of Codification, 8th June 1922, P.40/147
- Collaboration of Dr.James, 4th instalment, Sep.1923, P.41/111
- Redrafted by the Revising Committee, February 1924, P.43/165
- also Vol.87, P.87/25
- Thai translation: P.86/213

《**Genealogies**》

1. Draft of 1919: ***Ob.926***
2. Code of January 1925: ***862***
3. Code of January 1929: ***862***

Section 986.

- If there is no insurable interest in the event insured against, the contract is void.

- Redrafted by the Revising Committee, February 1924, P.43/165
- Thai translation: P.86/215

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: 863
3. Code of January 1929: 863

Section 987.

- When the parties to a contract of insurance ~~on life~~, in fixing the amount of the

premium, took into consideration a particular risk, and such risk ceases to exist, the ~~insurer~~ assured is entitled to have the premium reduced proportionately for the future.

- Redrafted by the Revising Committee, February 1924, P.43/166
- also Vol.87, P.87/26
- Thai translation: P.86/215

《**Genealogies**》

1. Draft of 1919: ***Ob.947***
2. Code of January 1925: ***864***
3. Code of January 1929: ***864***

Section 988.

- If, at the time of making the contract ~~of insurance on life~~ the assured, or, in case of insureance on life, the person upon whose life or death the payment of the sum payable depends, knowingly omits to disclose facts which would have induced the ~~underwriter~~ insurer to raise the premium or to refuse to enter into the contract, or knowingly makes false statements in regard to such facts, the contract is voidable.
- ~~But the underwriter must return to the insurer or to his heirs the redemption value of the policy.~~

- Redrafted by the Revising Committee, February 1924, P.43/166
- also Vol.87, P.87/26
- Thai translation: P.86/215

《**Genealogies**》

1. Draft of 1919: ***Ob.944(I)***
2. Code of January 1925: ***865***, ***892***
3. Code of January 1929: ***865***, ***892***

Section 989.

- If the ~~underwriter~~ insurer knew of the facts mentioned in Section 944 or knew the statements to be false, or would have known of them or of their falsity if he had exercised such care as may be expected from a person of ordinary prudence, the contract shall be valid.

- Redrafted by the Revising Committee, February 1924, P.43/166
- also Vol.87, P.87/26
- Thai translation: P.86/216

《**Genealogies**》

1. Draft of 1919: ***Ob.945***
2. Code of January 1925: ***866***
3. Code of January 1929: ***866***

Section 990.

- A contract of insurance is void unless made in writing.

- Thai translation: P.86/216

《**Genealogies**》

1. Draft of 1919: ***Ob.927***
2. Code of January 1925: -

3. Code of January 1929: -

Section 991.

- [I] A policy of insurance shall be made in two copies at least, one of them having to be delivered to the assured.
- [II] The policy must be signed by the insurer and contain :
    - (1) The subject of the insurance;
    - (2) The risk taken by the insurer;
    - (3) The value of the insurable interest, if it has been fixed;
    - (4) The sum insured;
    - (5) The amount of the premium and manner of its payment;
    - (6) The time of the commencement and of the end of the insurance;
    - (7) The name or trade name of the insurer;
    - (8) The name or trade name of the assured;
    - (9) The name of the beneficiary, if any;
    - (10) The date of the contract of insurance.
    - (11) The place where, and the date when, the policy was made.

- Redrafted by the Revising Committee, February 1924, P.43/167
- also Vol.87, P.87/27
- Thai translation: P.86/216

《Genealogies》

1. Draft of 1919: -
2. Code of January 1925: ***867***
3. Code of January 1929: ***867***

Section 992.

- Contracts of Maritime insurance remain under the provisions of the Maritime Law.

- Redrafted by the Revising Committee, February 1924, P.43/167
- also Vol.87, P.87/27
- Thai translation: P.86/217

《Genealogies》

1. Draft of 1919: -
2. Code of January 1925: ***868***
3. Code of January 1929: ***868***

Chapter II. Insurance against Loss.

Part I. General Provisions.

Section 993.

- "Loss", within the meaning of this Chapter, includes any injury which may be etimated in money.

- Redrafted by the Revising Committee, February 1924, P.43/168
- also Vol.87, P.87/28
- Thai translation: P.86/217

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***869***
3. Code of January 1929: ***869***

Section 994.

- [I] If two or more contracts of insurance are made simultaneously for the same ~~subject matter~~ loss and the total amount of the sums insured exceeds the actual amount of the loss, the ~~insured~~ beneficiary is entitled to receive compensation up to such amount only.
- [II] Each ~~underwriter~~ insurer must pay a part of the actual loss in proportion to the sum insured by him.
- [III] Contracts of insurance are deemed to have been made simultaneously if their dates are the same.

- Commission of Codification, 8th June 1922, P.40/147
- Redrafted by the Revising Committee, February 1924, P.43/168
- also Vol.87, P.87/28
- Thai translation: P.86/217

《**Genealogies**》

1. Draft of 1919: ***Ob.928***
2. Code of January 1925: ***870***
3. Code of January 1929: ***870***

Section 995.

- If two or more contracts of insurance are made successively, the first ~~underwriter~~ insurer is first liable for the loss. If the amount paid by him is not sufficient to cover the loss, the next ~~underwriter~~ insurer is liable for the difference and so on, till the loss is covered.

- Redrafted by the Revising Committee, February 1924, P.43/168
- also Vol.87, P.87/28
- Thai translation: P.86/218

《**Genealogies**》

1. Draft of 1919: ***Ob.929***
2. Code of January 1925: ***871***
3. Code of January 1929: ***871***

Section 996.

- Before the risk begins, the assured may determine the contract, but the insurer is entitled to one half of the premium.

- Redrafted by the Revising Committee, February 1924, P.43/169
- also Vol.87, P.87/29
- Thai translation: P.86/218

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***872***
3. Code of January 1929: ***872***

Section 997.

- [I] If, during the period of insurance, the insurable interest is substantially reduced, the assured is entitled to a reduction of the sum insured and of the premium.
- [II] The reduction of the premium shall take effect only for the future.

- Redrafted by the Revising Committee, February 1924, P.43/169
- also Vol.87, P.87/29
- Thai translation: P.86/218

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***873***
3. Code of January 1929: ***873***

Section 998.

- The insurer cannot claim a reduction of the amount of the compensation to be paid by him, unless he proves that the insurable interest as agreed by the parties was substantially too high.

- Redrafted by the Revising Committee, February 1924, P.43/169
- also Vol.87, P.87/29
- Thai translation: P.86/219

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***874***
3. Code of January 1929: ***874***

Section 999.

- ~~[I] If a person who has had his property insured transfers the ownership of such property to another person, the contract of insurance is extinguished.~~
- ~~[II] The foregoing provision does not apply and the contract of insurance is transferred with the property in the following cases :~~
- ~~1) When the property is transferred by way of inheritance.~~
- ~~2) When the underwriter, having received notice of the transfer, agrees to it.~~
- [I] If the assured transfers the subject of insurance for which a premium has been paid, the right to receive compensation is transferred with it.
- [II] If, by such transfer, the risk is substantially altered or increased, the contract

of insurance becomes void.

- Commission of Codification, 14th June 1922, P.40/148
- Redrafted by the Revising Committee, February 1924, P.43/170
- also Vol.87, P.87/29
- Thai translation: P.86/219

《**Genealogies**》

1. Draft of 1919: Ob.930
2. Code of January 1925: ***875***
3. Code of January 1929: 875

Section 1000.

- [I] If the insurer has been adjudged bankrupt, the assured may require proper security to be given him failing which he may terminate the contract.
- [II] If the assured is adjudged bankrupt, the same rules shall apply correspondingly; however when a premium has been already paid, under which insurance is running for a certain period of time, the insurer cannot determine the contract before such period expires.

- Redrafted by the Revising Committee, February 1924, P.43/170
- also Vol.87, P.87/29
- Thai translation: P.86/219

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***876***
3. Code of January 1929: ***876***

Section 1001.

- ~~931. — [I] The underwriter is bound to pay compensation for the actual amount of the loss.~~
- ~~[II] The actual amount of the loss shall be valued at the place where, and at the time when, the loss occurred. The sum insured is presumed to be a correct basis for such valuation.~~
- ~~[III] The compensation cannot exceed the sum insured.~~
- ~~932. — The actual amount of the loss includes:~~
- ~~1) The damage caused to the inured property by reasonable measures used for preventing the loss.~~
- ~~2) All reasonable expenses incurred for preserving the insured property from the loss.~~
- [I] The insurer is bound to pay compensation for:
    - (1) The actual amount of the loss;
    - (2) The damage caused to the insured property by reasonable measures taken for preventing the loss;
    - (3) All reasonable expenses incurred for preserving the insured property from the loss.
- [II] The actual amount of the loss shall be valued at the place where, and at the time when, the loss occurred. The sum insured is presumed to be a correct

basis for such valuation.
- [III] The compensation cannot exceed the sum insured.

- Redrafted by the Revising Committee, February 1924, P.43/170
- also Vol.87, P.87/30
- Thai translation: P.86/220

《**Genealogies**》
1. Draft of 1919: Ob.931, Ob.932
2. Code of January 1925: ***877***
3. Code of January 1929: ***877***

Section 1002.

- The expenses of valuation of the loss must be borne by the ~~underwriter~~ insurer.

- Redrafted by the Revising Committee, February 1924, P.43/171
- also Vol.87, P.87/30
- Thai translation: P.86/220

《**Genealogies**》
1. Draft of 1919: ***Ob.934***
2. Code of January 1925: ***878***
3. Code of January 1929: ***878***

Section 1003.

- The ~~underwriter~~ insurer is not liable ~~even~~ if the loss or other event specified in the contract is caused by the ~~fault~~ bad faith or the gross negligence of the ~~insured~~ assured or the beneficiary ~~unless the insured failed to comply with a particular clause of the contract~~.

- Redrafted by the Revising Committee, February 1924, P.43/171
- also Vol.87, P.87/30
- Thai translation: P.86/220

《**Genealogies**》
1. Draft of 1919: Ob.936
2. Code of January 1925: ***879***
3. Code of January 1929: ***879***

Section 1004.

- Unless otherwise agreed between the parties, an insurer is not liable when the loss has been caused by the nature or the defects of the subject of insurance or by its natural waste.

- Redrafted by the Revising Committee, February 1924, P.43/171
- Thai translation: P.86/221

《**Genealogies**》
1. Draft of 1919: -
2. Code of January 1925: -
3. Code of January 1929: -

Section 1005.

- [I] If the loss is caused by the fault of a third person, the ~~underwriter~~ insurer who pays compensation is subrogated, up to the amount paid by him, to the

rights of the ~~insurer~~ assured and of the ~~insured~~ beneficiary against such third person.

- [II] If the ~~underwriter~~ insurer has paid part only of the ~~amount of the loss~~ compensation, he cannot exercise the rights ~~mentioned in the foregoing paragraph~~ to the prejudice of the right~~s which the insurer or the insured retain against~~ of the assured or of the beneficiary to claim from the third person for the remainder of the loss.

- Redrafted by the Revising Committee, February 1924, P.43/172
- also Vol.87, P.87/30
- Thai translation: P.86/221

《**Genealogies**》

1. Draft of 1919: ***Ob.935***
2. Code of January 1925: ***880***
3. Code of January 1929: ***880***

Section 1006.

- If the contract of insurance provides that, on the happening of the loss, the ~~insurer or the insured~~ assured or the beneficiary are bound to inform the ~~underwriter~~ insurer within a certain period of time, no such notice is necessary if the ~~underwriter~~ insurer knew otherwise within that period of the happening of the loss.

- Redrafted by the Revising Committee, February 1924, P.43/172
- also Vol.87, P.87/30
- Thai translation: P.86/221

《**Genealogies**》

1. Draft of 1919: ***Ob.937***
2. Code of January 1925: ***881***
3. Code of January 1929: 881

Section 1007.

- [I] The liability for payment of compensation is extinguished by prescription two years after date of loss.
- [II] The liability for payment of a premium is extinguished by prescription two years after the date when the premium became due.

- Thai translation: P.86/222

《**Genealogies**》

1. Draft of 1919: ***Ob.938***
2. Code of January 1925: ***882***
3. Code of January 1929: ***882***

Part II. Special Rules for Insurance on Carriage.

Section 1008.

- A contract of insurance on carriage covers every loss which the goods carried may sustain from the time when they are received by the carrier until they are delivered to the consignee, and the amount of compensation must be fixed ac-

cording to the value which the goods carried would have had on arrival at the place of destination.

- Thai translation: P.86/222

《**Genealogies**》

1. Draft of 1919: ***Ob.933***
2. Code of January 1925: ***883***
3. Code of January 1929: ***883***

Section 1009.

- [I] If the goods carried are insured in course of their transportation, the insurable interest of such goods includes their value at the place where and at the time when they have been received by the carrier, increased by the freight to the place of delivery to the consignee and other expenses connected with transportation.
- [II] Profits to be made at the time when the goods were to be delivered, are included in the insurable interest only if there is an express agreement to that effect.

- Redrafted by the Revising Committee, February 1924, P.43/173
- also Vol.87, P.87/31
- Thai translation: P.86/222

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***884***
3. Code of January 1929: ***884***

Section 1010.

- Unless otherwise specified by the contract, a contract of insurance on carriage remains valid if, under the necessities of transportation, the carriage is interrupted for a time, or there are modifications in the route or manner of carriage.

- Commission of Codification, February 1924, P.43/174 (the page lost);
- also Vol.87, P.87/31
- Thai translation: P.86/223

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***885***
3. Code of January 1929: ***885***

Section 1011.

- The policy of insurance on carriage must contain in addition to the particulars specified in Section 991 :
    - (1) The specification of the route and manner of the carriage;
    - (2) The name or trade name of the carrier;
    - (3) The place where the goods are to be received and delivered;
    - (4) The period fixed for the carriage, if any.

- Commission of Codification, February 1924, P.43/174 (the page lost);
- also Vol.87, P.87/32

- Thai translation: P.86/223

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***886***
3. Code of January 1929: ***886***

Part III. Guarantee Insurance.

Section 1012.

- [I] Guarantee insurance is a contract of insurance where the insurer agrees to make compensation, on behalf of the assured, for a loss caused to another person and for which the assured is responsible.
- [II] The injured person is entitled to receive the compensation actually due to him from the insurer directly, but such compensation cannot exceed the sum due by the insurer under the contract. In an action between the injured person and the insurer, the injured person shall summon the assured to appear in the action.
- [III] The insurer is not discharged from his liability to the injured person by delivering the compensation to the assured, unless he proves that the compensation has been paid by the assured to the injured person.

- Redrafted by the Revising Committee, February 1924, P.43/175
- also Vol.87, P.87/32
- Thai translation: P.86/223

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***887***
3. Code of January 1929: ***887***

Section 1013.

- If the compensation paid by the insurer under judgment does not cover the whole amount of the loss, the assured remains liable for the difference unless the injured person has failed to summon the assured to appear in the action as provided by the foregoing Section.

- Redrafted by the Revising Committee, February 1924, P.43/175
- also Vol.87, P.87/33
- Thai translation: P.86/224

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: ***888***
3. Code of January 1929: ***888***

Chapter III. Insurance on Life.

Section 1014.

- ~~A contract of insurance on life is a contract whereby the underwriter agrees to pay to the beneficiary a sum of money, dependent upon the life or death of a person, and the insurer agrees to pay him a premium therefor.~~
- In a contract of insurance on life, the payment of the sum of money is dependent upon the life or death of a person.

- Redrafted by the Revising Committee, February 1924, P.43/176
- also Vol.87, P.87/33
- Thai translation: P.86/224

《**Genealogies**》

1. Draft of 1919: ***Ob.939***
2. Code of January 1925: ***889***
3. Code of January 1929: ***889***

Section 1015.

- The sum payable may be a lump sum or an annuity, as may be agreed between the parties.

- Redrafted by the Revising Committee, February 1924, P.43/176
- also Vol.87, P.87/33
- Thai translation: P.86/225

《**Genealogies**》

1. Draft of 1919: ***Ob.941***
2. Code of January 1925: ***890***
3. Code of January 1929: ***890***

Section 1016.

- If the ~~insurer~~ assured is not the beneficiary, he has the right to transfer the benefit of the contract to another person ~~so long as the beneficiary has not notified the underwriter in writing of his intention to take such benefit~~ unless he has delivered the policy to the beneficiary and the beneficiary has notified in writing the insurer his intention to take the benefit of the contract.
- ~~After the beneficiary has notified in writing the underwriter of his intention to take the benefit of the contract, no transfer is possible unless the beneficiary agrees to it.~~

- Redrafted by the Revising Committee, February 1924, P.43/176
- also Vol.87, P.87/33
- Thai translation: P.86/225

《**Genealogies**》

1. Draft of 1919: ***Ob.943***
2. Code of January 1925: ***891***
3. Code of January 1929: ***891***

Section 1017.

- ~~If at the time of making the contract of insurance on life the person upon~~

~~whose life or death the payment of the sum payable depends knowingly omits to disclose facts which would have induced the underwriter to raise the premium or to refuse to enter into the contract, or knowingly makes false statements in regard to such facts, the contract is voidable.~~

- ~~But the underwriter must~~ In case of cancellation of the contract under Section 988, the insurer has to return to the ~~insurer~~ assured or to his heirs the redemption value of the policy.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/111
- Redrafted by the Revising Committee, February 1924, P.43/176
- also Vol.87, P.87/34
- Thai translation: P.86/225

《**Genealogies**》

1. Draft of 1919: ***Ob.944(II)***
2. Code of January 1925: ***865***, ***892***, ***866***
3. Code of January 1929: ***865***, ***892***, ***866***

Section 1018.

- [I] If the age of the person upon whose life or death the payment of the sum depends has been incorrectly stated ~~the contract of insurance shall not be voidable, but the sum payable shall be the sum to which the beneficiary would have been entitled if the age of the person had been correctly stated~~ in consequence of which a lower premium has been fixed, the sum to be paid by the insurer shall be reduced in the same proportion.
- [II] However the contract is voidable if it is proved by the insurer that the real age at the time when the contract was made, was out of the age-limit according to his business-practice.

- Redrafted by the Revising Committee, February 1924, P.43/177
- also Vol.87, P.87/34
- Thai translation: P.86/225

《**Genealogies**》

1. Draft of 1919: ***Ob.946***
2. Code of January 1925: ***893***
3. Code of January 1929: ***893***

Section 1019.

- The ~~insurer~~ assured is entitled at any time to determine the contract of insurance by discontinuing to pay the premium. If the premium had been paid for at least three years he is entitled to receive from the ~~underwriter~~ insurer the surrender value of the policy or a paid up policy.

- Redrafted by the Revising Committee, February 1924, P.43/177
- also Vol.87, P.87/34
- Thai translation: P.86/226

《**Genealogies**》

1. Draft of 1919: ***Ob.948***
2. Code of January 1925: ***894***
3. Code of January 1929: ***894***

Section 1020.

- [I] Whenever the sum is to be paid on the death of a person, the ~~underwriter~~ insurer is bound to pay it on such death unless :
  - (1) Such person voluntarily committed suicide within one year after the date of the contract, or
  - (2) Such person was intentionally killed by the beneficiary.
- [II] In case number 2, the ~~underwriter~~ insurer is bound to pay the ~~insurer~~ assured or to his heirs the redemption value of the policy.

- Redrafted by the Revising Committee, February 1924, P.43/177
- also Vol.87, P.87/34
- Thai translation: P.86/226

《**Genealogies**》

1. Draft of 1919: ***Ob.949***
2. Code of January 1925: ***895***
3. Code of January 1929: ***895***

Section 1021.

- If the death is caused by the fault of a third person, the ~~underwriter~~ insurer cannot claim compensation from that person, but the heirs of the deceased do not lose their right to compensation from the third person, even if the sum payable under the contract of insurance on life reverts to them.

- Redrafted by the Revising Committee, February 1924, P.43/178
- also Vol.87, P.87/35
- Thai translation: P.86/227

《**Genealogies**》

1. Draft of 1919: ***Ob.950***
2. Code of January 1925: ***896***
3. Code of January 1929: ***896***

Section 1022.

- [I] If the insurer has ~~taken out~~ made an insurance payable on his death in favour of his heirs, the sum payable shall be part of the assets of his estate available for his creditors.
- [II] If the insurance has been ~~taken out~~ made in favour of a particular person, only the amount of the premiums paid by the insurer shall be part of the assets of his estate available for his creditors.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/111
- Redrafted by the Revising Committee, February 1924, P.43/178
- also Vol.87, P.87/35
- Thai translation: P.86/227

《**Genealogies**》

1. Draft of 1919: ***Ob.951***
2. Code of January 1925: ***897***
3. Code of January 1929: ***897***

TITLE XXI. Bills.

Chapter I. General Provisions.

Section 1023.

- Bills within the meaning of this Code are of three kinds, namely: bills of exchange, promissory notes and cheques.

- Thai translation: P.86/228

《**Genealogies**》

1. Draft of 1919: ***Ob.952***
2. Code of January 1925: ***898***
3. Code of January 1929: ***898***

Section 1024.

- Any ~~If~~ matter~~s~~ written in or on the bill which is not provided for in this Title ~~are written on the bill, they~~ shall have no effect upon ~~under~~ the bill.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/111
- Thai translation: P.86/228

《**Genealogies**》

1. Draft of 1919: ***Ob.954***
2. Code of January 1925: ***899***
3. Code of January 1929: ***899***

Section 1025.

- A person who puts his signature upon a bill is liable thereon according to the tenor of such bill.

- Thai translation: P.86/228

《**Genealogies**》

1. Draft of 1919: ***Ob.955***
2. Code of January 1925: ***900***
3. Code of January 1929: ***900***

Section 1026.

- A person who affixes on a bill a mere mark, such as a cross or a finger print, even if certified by witnesses, cannot exercise the rights and does not incur the liabilities resulting from the specific rules concerning bills. ~~He is only bound by the general rules concerning obligations.~~

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/111
- Thai translation: P.86/229

《**Genealogies**》

1. Draft of 1919: ***Ob.956***
2. Code of January 1925: ***900***
3. Code of January 1929: ***900***

Section 1027.

- If an agent puts his signature upon a bill without stating that he is acting on behalf of a principal, the agent is liable ~~under~~ upon the bill but the principal is not.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/111
- Thai translation: P.86/229

《**Genealogies**》

1. Draft of 1919: ***Ob.957***
2. Code of January 1925: ***901***
3. Code of January 1929: ***901***

Section 1028.

- Notwithstanding that ~~Although~~ one or more of the parties to a bill ~~may be~~ are incapacitated, the bill is nevertheless valid ~~as~~ with regard~~s~~ to capable parties.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/111
- Thai translation: P.86/229

《**Genealogies**》

1. Draft of 1919: ***Ob.958***
2. Code of January 1925: ***902***
3. Code of January 1929: ***902***

Section 1029.

- No extension of time ~~can~~ may be granted by the Court for the payment of a bill.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/112
- Thai translation: P.86/229

《**Genealogies**》

1. Draft of 1919: ***Ob.959***
2. Code of January 1925: ***903***
3. Code of January 1929: ***903***

Section 1030.

- Holder means a person who is in possession of a bill as a payee or indorsee, or the bearer if the bill is payable to bearer.

- Thai translation: P.86/231

《**Genealogies**》

1. Draft of 1919: ***Ob.960***
2. Code of January 1925: ***904***
3. Code of January 1929: ***904***

Section 1031.

- The indorsee of a bill is not a holder unless the first indorsement ~~be~~ has been signed by the payee and each subsequent indorsment ~~be~~ has been signed by the person described in the preceding indorsement, so that there ~~be~~ is an unbroken series of indorsements.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/112
- Thai translation: P.86/231

《**Genealogies**》

1. Draft of 1919: ***Ob.961***
2. Code of January 1925: ***905***
3. Code of January 1929: ***905***

Section 1032.

- The expression prior parties includes the drawer or maker of the bill and the prior indorsers.

- Thai translation: P.86/231

《**Genealogies**》

1. Draft of 1919: ***Ob.962***
2. Code of January 1925: ***906***
3. Code of January 1929: ***906***

Section 1033.

- [I] When there is no room on a bill for further indorsements, a slip of paper, called an allonge, may be attached thereto. It becomes part of the bill.
- [II] The first indorsement on the allonge must be written partly on the bill itself and partly on the alionge [=allonge].

- Thai translation: P.86/231

《**Genealogies**》

1. Draft of 1919: ***Ob.963***
2. Code of January 1925: ***907***
3. Code of January 1929: ***907***

Chapter II. Bills of Exchange.

Part I. Drawing of a Bill of Exchange.

Section 1034.

- A bill of exchange is a written instrument by which a person, called the drawer, orders another person, called the drawee, to pay a sum of money to, or to the order of, a person called the payee.

- Thai translation: P.86/232b

《**Genealogies**》

1. Draft of 1919: ***Ob.964***
2. Code of January 1925: ***908***
3. Code of January 1929: ***908***

Section 1035.

- A bill of exchange must be dated, signed by the drawer, and must contain the following particulars :
    - (1) A sum certain in money.
    - (2) The name or trade name of the drawee.
    - (3) The name or trade name of the payee.
    - (4) An unconditional order to pay.
    - (5) A day of maturity.
    - (6) The place of payment.

- Thai translation: P.86/232b

《**Genealogies**》

1. Draft of 1919: ***Ob.965***
2. Code of January 1925: ***909***
3. Code of January 1929: ***909***

Section 1036.

- The sum must be expressed at least once in letters.

- Thai translation: P.86/232b

《**Genealogies**》

1. Draft of 1919: ***Ob.966***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1037.

- If the sum is expressed in letters and figures and the two expressions do not agree, the bill of exchange is good for the sum expressed in letters.

- Thai translation: P.86/234

《**Genealogies**》

1. Draft of 1919: ***Ob.967***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1038.

- If the sum is expressed several times in letters and the several expressions do not agree, the bill of exchange is good for the lowest sum only.

- Thai translation: P.86/234

《Genealogies》

1. Draft of 1919: ***Ob.968***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1039.

- A stipulation as to interest in a bill of exchange is valid.

- Thai translation: P.86/234

《Genealogies》

1. Draft of 1919: ***Ob.969***
2. Code of January 1925: ***911***
3. Code of January 1929: ***911***

Section 1040.

- A person ~~can~~ may draw a bill of exchange payable to himself or to his order.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/112
- Thai translation: P.86/234

《Genealogies》

1. Draft of 1919: ***Ob.970***
2. Code of January 1925: ***912***
3. Code of January 1929: ***912***

Section 1041.

- A person ~~can~~ may draw a bill of exchange upon himself.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/112
- Thai translation: P.86/234

《Genealogies》

1. Draft of 1919: ***Ob.971***
2. Code of January 1925: ***912***
3. Code of January 1929: ***912***

Section 1042.

- A bill of exchange ~~can~~ may be drawn payable to bearer.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/112
- Thai translation: P.86/236

《Genealogies》

1. Draft of 1919: ***Ob.972***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1043.

- The drawer ~~can~~ may insert in the bill of exchange the name of a referee in case of need at the place of payment.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/112
- Thai translation: P.86/236

《**Genealogies**》

1. Draft of 1919: ***Ob.973***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1044.

- The maturity of the bill of exchange must be:
  - (1) On a fixed day, or
  - (2) At the end of a fixed period after the date of the bill, or
  - (3) On demand, or at sight, or
  - (4) At the end of a fixed period after sight.

- Thai translation: P.86/236

《**Genealogies**》

1. Draft of 1919: ***Ob.974***
2. Code of January 1925: ***913***
3. Code of January 1929: ***913***

Section 1045.

- If the drawer has not specified the maturity in the bill of exchange, the bill is payable on demand.

- Thai translation: P.86/236

《**Genealogies**》

1. Draft of 1919: ***Ob.975***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1046.

- A document which does not comply with the requirements of the present part is not a bill of exchange within the meaning of this Code.

- Thai translation: P.86/237

《**Genealogies**》

1. Draft of 1919: ***Ob.977***
2. Code of January 1925: -
3. Code of January 1929: -

Part II. Effects of a Bill of Exchange.

Section 1047.

- The drawer of a bill of exchange engages that it shall be accepted and paid according to its tenor and that, if it be dishonoured by non-acceptance or non-payment, he will pay it to the holder or to any indorser who has been compelled to pay it, provided that the requisite proceedings on non-acceptance or non-payment ~~be~~ have been duly taken.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/112
- Thai translation: P.86/237

《**Genealogies**》
1. Draft of 1919: ***Ob.978***
2. Code of January 1925: ***914***
3. Code of January 1929: ***914***

Section 1048.

- The drawer may specify in the bill of exchange that he assumes no liability or only a limited liability under the bill.

- Thai translation: P.86/237

《**Genealogies**》
1. Draft of 1919: ***Ob.979***
2. Code of January 1925: ***915***
3. Code of January 1929: ***915***

Section 1049.

- The drawer may specify in the bill of exchange that he waives some or all of the duties of the holder.

- Thai translation: P.86/237

《**Genealogies**》
1. Draft of 1919: ***Ob.980***
2. Code of January 1925: ***915***
3. Code of January 1929: ***915***

Section 1050.

- A debtor under a bill of exchange ~~can~~ may set up against a person who makes a claim under such bill the following defences only:
    - (1) Defences resulting from the provisions of this Title XXI.
    - (2) Defences which the debtor has personally against the claimant.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/112
- Thai translation: P.86/239

《**Genealogies**》
1. Draft of 1919: ***Ob.981***
2. Code of January 1925: ***916***
3. Code of January 1929: ***916***

Part III. Transfer and Indorsement.

Section 1051.

- A bill of exchange issued to a named payee may be transferred by indorsement unless the drawer of the bill has inserted in it a clause forbidding indorsement.

- Thai translation: P.86/239

《**Genealogies**》
1. Draft of 1919: ***Ob.982***
2. Code of January 1925: ***917(II)(III)***
3. Code of January 1929: ***917(II)(III)***

Section 1052.

- A bill of exchange payable to bearer is transferred by mere delivery. It may be also transferred by indorsement.

- Thai translation: P.86/239

《**Genealogies**》

1. Draft of 1919: ***Ob.983***
2. Code of January 1925: ***918***
3. Code of January 1929: ***918***

Section 1053.

- Any person, even if drawer, acceptor or prior indorser, who acquires a bill of exchange by indorsement, may again transfer it by indorsement.

- Thai translation: P.86/239

《**Genealogies**》

1. Draft of 1919: ***Ob.984***
2. Code of January 1925: ***917(I)***
3. Code of January 1929: ***917(I)***

Section 1054.

- An indorsement is made by writing the name or trade name of the indorsee on the bill of exchange, with the signature of the indorser.

- Thai translation: P.86/241

《**Genealogies**》

1. Draft of 1919: ***Ob.985***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1055.

- An indorsement may also be made by the mere signature of the indorser on the back of the bill of exchange. Such indorsement is called blank indorsement.

- Thai translation: P.86/241

《**Genealogies**》

1. Draft of 1919: ***Ob.986***
2. Code of January 1925: ***919***
3. Code of January 1929: ***919***

Section 1056.

- [I] A bill of exchange bearing a blank indorsement may be transferred by mere delivery.
- [II] Any holder of a bill bearing a blank indorsement ~~can~~ may fill up the indorsement.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/113
- Thai translation: P.86/241

《**Genealogies**》

1. Draft of 1919: ***Ob.987***
2. Code of January 1925: ***920***
3. Code of January 1929: ***920***

Section 1057.

- When a bill of exchange payable to bearer has been transferred by indorsement, the bill ceases to be payable to bearer until it is indorsed to bearer or indorsed in blank.

- Thai translation: P.86/241

《**Genealogies**》

1. Draft of 1919: ***Ob.988***
2. Code of January 1925: ***921***
3. Code of January 1929: ***921***

Section 1058.

- An indorser may, in indorsing the bill of exchange, insert the name of a referee in case of need at the place of payment.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/113
- Thai translation: P.86/243

《**Genealogies**》

1. Draft of 1919: ***Ob.989***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1059.

- Indorsement must be for the whole amount of the bill of exchange. A partial indorsement is void.

- Thai translation: P.86/243

《**Genealogies**》

1. Draft of 1919: ***Ob.990***
2. Code of January 1925: ***922***
3. Code of January 1929: ***922***

Section 1060.

- The indorser of a bill of exchange engages that it shall be accepted and paid according to its tenor and that, if it be dishonoured by non-acceptance or non-payment, he will pay it to the holder or to a subsequent indorser who has been compelled to pay it, provided that the requisite proceeding on non-acceptance or non-payment ~~be~~ has been duly taken.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/113
- Thai translation: P.86/243

《**Genealogies**》

1. Draft of 1919: ***Ob.991***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1061.

- An indorser may, in indorsing the bill of exchange, specify that he assumes no liability or only a limited liability under the bill.

- Thai translation: P.86/243

《**Genealogies**》
1. Draft of 1919: ***Ob.992***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1062.

- If an indorser specifies that he forbids further indorsements, he incurs no liability under the bill of exchange to subsequent indorsers.

- Thai translation: P.86/245

《**Genealogies**》
1. Draft of 1919: ***Ob.993***
2. Code of January 1925: ***923***
3. Code of January 1929: ***923***

Section 1063.

- If the holder of a bill of exchange indorses it after the time for protest for non-acceptance or non-payment has elapsed, the indorsee acquires only the rights of his indorser.

- Thai translation: P.86/245

《**Genealogies**》
1. Draft of 1919: ***Ob.994***
2. Code of January 1925: ***924***
3. Code of January 1929: ***924***

Section 1064.

- A holder ~~can~~ may by indorsement pledge the bill of exchange or give an authority to another person to collect it. The purpose of such indorsement must be stated on the bill.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/113
- Thai translation: P.86/245

《**Genealogies**》
1. Draft of 1919: ***Ob.995***
2. Code of January 1925: ***925***
3. Code of January 1929: ***925***

Section 1065.

- Whenever a bill of exchange has been indorsed for pledge or collection, the indorsee may ~~can~~ not indorse it, except for the same purposes of such pledge or collection.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/113
- Thai translation: P.86/245

《**Genealogies**》
1. Draft of 1919: ***Ob.996***
2. Code of January 1925: ***925***, ***926***
3. Code of January 1929: ***925***, ***926***

Part IV. Acceptance.

Section 1066.

- The holder of a bill of exchange is entitled to present it at any time for acceptance to the drawee, unless there be a clause in the bill forbidding presentation for acceptance.

- Thai translation: P.86/247

《**Genealogies**》

1. Draft of 1919: ***Ob.997***
2. Code of January 1925: ***927***
3. Code of January 1929: ***927***

Section 1067.

- [I] The holder of a bill of exchange payable at the end of a period after sight must present it for acceptance within one year from its date, or, if the drawer has specified a shorter time, within such time.
- [II] If the holder fails to present the bill for acceptance within the above mentioned period, he loses his rights under the bill against the prior indorsers.

- Thai translation: P.86/247

《**Genealogies**》

1. Draft of 1919: ***Ob.998***
2. Code of January 1925: ***928***
3. Code of January 1929: ***928***

Section 1068.

- If the drawee does not refuse to accept the bill of exchange on presentation, he is allowed till midday on the following day, to seek out the holder and accept it.

- Thai translation: P.86/247

《**Genealogies**》

1. Draft of 1919: ***Ob.999***
2. Code of January 1925: ***929***
3. Code of January 1929: ***929***

Section 1069.

- Acceptance is made by a declaration of acceptance written on the bill of exchange with the signature of the drawee.

- Thai translation: P.86/250

《**Genealogies**》

1. Draft of 1919: ***Ob.1000***
2. Code of January 1925: ***931***
3. Code of January 1929: ***931***

Section 1070.

- If the drawee merely puts his signature on the bill of exchange, he is deemed to have accepted it.

- Thai translation: P.86/250

《**Genealogies**》

1. Draft of 1919: ***Ob.1001***
2. Code of January 1925: ***931***
3. Code of January 1929: ***931***

Section 1071.

- If the bill of exchange is payable at the end of a period after sight, the acceptance must be dated.

- Thai translation: P.86/250

《**Genealogies**》

1. Draft of 1919: ***Ob.1002***
2. Code of January 1925: ***932***
3. Code of January 1929: ***932***

Section 1072.

- If the drawee omits to date his acceptance, any person ~~can~~ may date it.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/113
- Thai translation: P.86/250

《**Genealogies**》

1. Draft of 1919: ***Ob.1003***
2. Code of January 1925: ***932***
3. Code of January 1929: ***932***

Section 1073.

- If the acceptance is not dated, the last day of the period fixed for acceptance is deemed to be the day of acceptance.

- Thai translation: P.86/250

《**Genealogies**》

1. Draft of 1919: ***Ob.1004***
2. Code of January 1925: ***933***
3. Code of January 1929: ***933***

Section 1074.

- The drawee may ~~can~~ not cancel his acceptance.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/113
- Thai translation: P.86/251

《**Genealogies**》

1. Draft of 1919: ***Ob.1005***
2. Code of January 1925: ***934***
3. Code of January 1929: ***934***

Section 1075.

- The drawee may limit his acceptance to a part of the sum payable.

- Thai translation: P.86/251

《**Genealogies**》

1. Draft of 1919: ***Ob.1006***
2. Code of January 1925: ***935***
3. Code of January 1929: ***935***

Section 1076.

- If the drawee subjects his acceptance to any ~~other~~ limitation other than that provided for in section 1006 [1075] ~~to part of the sum payable~~, acceptance is deemed to be refused.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/114
- Thai translation: P.86/251

《**Genealogies**》

1. Draft of 1919: ***Ob.1007***
2. Code of January 1925: ***936***
3. Code of January 1929: ***936***

Section 1077.

- By acceptance the drawee becomes bound to pay the amount accepted on the day of maturity of the bill of exchange.

- Thai translation: P.86/251

《**Genealogies**》

1. Draft of 1919: ***Ob.1008***
2. Code of January 1925: ***937***
3. Code of January 1929: ***937***

Part V. Suretyship.

Section 1078.

- ~~Every~~ Any party to a bill of exchange may be guaranteed by a surety.

- Vol.43, P.43/192
- Thai translation: P.86/251

《**Genealogies**》

1. Draft of 1919: ***Ob.1036***
2. Code of January 1925: ***938***
3. Code of January 1929: ***938***

Section 1079.

- Suretyship is created by a signed statement to that effect on the bill of exchange.

- Thai translation: P.86/254

《**Genealogies**》

1. Draft of 1919: ***Ob.1037***
2. Code of January 1925: ***939***
3. Code of January 1929: ***939***

Section 1080.

- A person ~~who not being~~ other than the drawee merely puts his signature on the face of a bill of exchange is deemed to be a surety.

- Vol.43, P.43/192
- Thai translation: P.86/254

《**Genealogies**》

1. Draft of 1919: ***Ob.1038***

2. Code of January 1925: ***939***
3. Code of January 1929: ***939***

Section 1081.

- Suretyship may be for part only of the amount of the bill of exchange.

- Thai translation: P.86/254

《**Genealogies**》

1. Draft of 1919: ***Ob.1039***
2. Code of January 1925: ***938***
3. Code of January 1929: ***938***

Section 1082.

- If the surety does not state on the bill of exchange for whom he is surety, he is deemed to be surety for the drawer.

- Thai translation: P.86/254

《**Genealogies**》

1. Draft of 1919: ***Ob.1040***
2. Code of January 1925: ***939***
3. Code of January 1929: ***939***

Section 1083.

- A surety who has performed his obligation is subrogated to the rights which the holder had against the guaranteed debtor and to the rights of such debtor against the prior parties.

- Thai translation: P.86/254

《**Genealogies**》

1. Draft of 1919: ***Ob.1041***
2. Code of January 1925: ***940***
3. Code of January 1929: ***940***

Part VI. Payment.

Section 1084.

- A bill of exchange is payable on the day of its maturity. The holder must present it for payment on that day.

- Thai translation: P.86/255b

《**Genealogies**》

1. Draft of 1919: ***Ob.1042***
2. Code of January 1925: ***941***
3. Code of January 1929: ***941***

Section 1085.

- In order to fix the day of maturity of a bill of exchange payable at the end of a period after sight which has not been accepted, the day of presentation shall be considered as the day of acceptance.

- Thai translation: P.86/255b

《**Genealogies**》
1. Draft of 1919: ***Ob.1043***
2. Code of January 1925: ***943***
3. Code of January 1929: ***943***

Section 1086.

- A bill of exchange payable on demand is payable on the day of its presentation.

- Thai translation: P.86/255b

《**Genealogies**》
1. Draft of 1919: ***Ob.1044***
2. Code of January 1925: ***944***
3. Code of January 1929: ***944***

Section 1087.

- The holder of a bill of exchange payable on demand must present it for payment within one year from its date or, if the drawer has specified any shorter time, within such time.

- Thai translation: P.86/255b

《**Genealogies**》
1. Draft of 1919: ***Ob.1045***
2. Code of January 1925: ***944***
3. Code of January 1929: ***944***

Section 1088.

- Payment ~~can~~ may be obtained only on surrender of the bill of exchange. The payer ~~can~~ may require the holder to give a receipt on the bill and to sign it.

- Vol.43, P.43/194
- Thai translation: P.86/256

《**Genealogies**》
1. Draft of 1919: ***Ob.1046***
2. Code of January 1925: ***945***
3. Code of January 1929: ***945***

Section 1089.

- The holder of a bill of exchange ~~can~~ may not refuse part payment, although the bill has been accepted for its full amount.

- Vol.43, P.43/194
- Thai translation: P.86/256

《**Genealogies**》
1. Draft of 1919: ***Ob.1047***
2. Code of January 1925: ***946***
3. Code of January 1929: ***946***

Section 1090.

- In case of part payment, the holder must note it on the bill of exchange and deliver a receipt to the payer.

- Thai translation: P.86/256

《**Genealogies**》
1. Draft of 1919: ***Ob.1048***
2. Code of January 1925: ***946***
3. Code of January 1929: ***946***

Section 1091.

- If a bill of exchange is not presented for payment on the day of maturity, the acceptor ~~can~~ may free himself from his liability by depositing the amount due on the bill.

- Vol.43, P.43/194
- Thai translation: P.86/256

《**Genealogies**》
1. Draft of 1919: ***Ob.1049***
2. Code of January 1925: ***947***
3. Code of January 1929: ***947***

Section 1092.

- [I] The holder of a bill of exchange cannot be compelled to receive payment of it before maturity, except in case of a documentary bill.
- [II] "Documentary bill" means a bill of exchange which is transferred with, and cannot be transferred without, documents constituting evidence that goods which are in transit are pledged to secure either the payment of the bill on the date of its maturity or the acceptance by the drawee.

- Thai translation: P.86/257

《**Genealogies**》
1. Draft of 1919: ***Ob.1050***
2. Code of January 1925: ***942***
3. Code of January 1929: ***942***

Section 1093.

- If the holder grants an extension of time to the drawee, he loses his right of recourse against the prior parties who do not agree to the extension.

- Thai translation: P.86/257

《**Genealogies**》
1. Draft of 1919: ***Ob.1051***
2. Code of January 1925: ***948***
3. Code of January 1929: ***948***

Section 1094.

- Payment of a bill of exchange before the day of maturity is at the risk of the payer.

- Thai translation: P.86/257

《**Genealogies**》
1. Draft of 1919: ***Ob.1052***
2. Code of January 1925: ***942***, ***949***
3. Code of January 1929: ***942***, ***949***

Section 1095.

- The drawee is bound to refuse payment:
  - (1) If it appears sufficiently that the person presenting the bill of exchange is not a holder or has no ~~capacity~~ right to receive payment, or
  - (2) If the bill of exchange has been lost or obtained through an offence and due notice thereof has been given to the drawee.

- Commission of Codification, 4 August 1922, P.40/160
- Thai translation: P.86/257

《**Genealogies**》

1. Draft of 1919: ***Ob.1053***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1096.

- A payment made by a party to a bill of exchange avails for all parties subsequent to him.

- Thai translation: P.86/259

《**Genealogies**》

1. Draft of 1919: ***Ob.1054***
2. Code of January 1925: -
3. Code of January 1929: -

Part VII. Acceptance or Payment for Honour.

1. Acceptance for Honour.

Section 1097.

- If the drawee has failed to accept the bill of exchange, any person may, with the consent of the holder, accept the bill for the honour of any party liable thereon.

- Thai translation: P.86/259

《**Genealogies**》

1. Draft of 1919: ***Ob.1028***
2. Code of January 1925: ***951***
3. Code of January 1929: ***951***

Section 1098.

- [I] The holder ~~can~~ may not refuse acceptance offered by a referee in case of need.
- [II] If he refuses it he loses his right of recourse against the prior parties.

- Vol.43, P.43/196
- Thai translation: P.86/259

《**Genealogies**》

1. Draft of 1919: ***Ob.1029***
2. Code of January 1925: ***951***
3. Code of January 1929: ***951***

Section 1099.

- Acceptance by a referee in case of need or by a third person is called acceptance for honour.

- Thai translation: P.86/262

《**Genealogies**》

1. Draft of 1919: ***Ob.1030***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1100.

- An acceptance for honour is made by a declaration of acceptance on the bill of exchange with the signature of the acceptor.

- Thai translation: P.86/262

《**Genealogies**》

1. Draft of 1919: ***Ob.1031***
2. Code of January 1925: ***952***
3. Code of January 1929: ***952***

Section 1101.

- If the acceptor for honour does not designate in the bill of exchange the person for whom he accepts, the acceptance is deemed to have been made for the honour of the drawer.

- Thai translation: P.86/262

《**Genealogies**》

1. Draft of 1919: ***Ob.1032***
2. Code of January 1925: ***952***
3. Code of January 1929: ***952***

Section 1102.

- When a bill of exchange payable at the end of a period after sight is accepted for honour, its maturity is calculated from the date of such acceptance.

- Thai translation: P.86/262

《**Genealogies**》

1. Draft of 1919: ***Ob.1033***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1103.

- [I] If the drawee fails to pay the bill of exchange, the acceptor for honour is liable to the holder and to the parties subsequent to the person for whose honour he has accepted, for any amount unpaid on the bill up to the amount of his acceptance together with the expenses.
- [II] But he is exempted from such liability if the holder fails :
    - (1) To present the bill for payment on maturity to the drawee, and
    - (2) To present the bill for payment to the acceptor for honour not later than the day following the day of maturity, and

- (3) To send a protest to the drawee within the proper time.

- Thai translation: P.86/263

《**Genealogies**》

1. Draft of 1919: ***Ob.1034***
2. Code of January 1925: ***953***
3. Code of January 1929: ***953***

Section 1104.

- Sections ~~1002~~ 1071 to ~~1007~~ 1076 inclusive apply to acceptance for honour.

- Vol.43, P.43/196
- Thai translation: P.86/263

《**Genealogies**》

1. Draft of 1919: ***Ob.1035***
2. Code of January 1925: -
3. Code of January 1929: -

2. Payment for Honour.

Section 1105.

- [I] A bill of exchange accepted for honour must, on the day of maturity, be presented for payment first to the drawee.
- [II] If the drawee fails to pay it, the holder must, on the day of maturity or on the following day, present it for payment to the acceptor for honour.
- [III] If there is no acceptor for honour or if the acceptor for honour does not pay the holder must, within same period of time, present the bill for payment to the referee in case of need, if any.

- Thai translation: P.86/265

《**Genealogies**》

1. Draft of 1919: ***Ob.1074***
2. Code of January 1925: ***955***
3. Code of January 1929: ***955***

Section 1106.

- If the acceptor for honour or the referee in case of need fails to pay the fact must be stated in the notice of dishonour.

- Thai translation: P.86/265

《**Genealogies**》

1. Draft of 1919: ***Ob.1075***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1107.

- If the holder fails to proceed as prescribed in sections ~~1017~~ 1124 and ~~1018~~ 1125 he loses his right of recourse against the person who has named the referee in case of need, or against the person in whose favour acceptance for honour has been made, and against the parties subsequent to them.

- Thai translation: P.86/265

《**Genealogies**》

1. Draft of 1919: ***Ob.1076***
2. Code of January 1925: ***955***
3. Code of January 1929: ***955***

Section 1108.

- [I] If the bill of exchange is not paid on presentation, any person, even though not a party to it, ~~can~~ may pay it.
- [II] The holder ~~can~~ may not refuse such payment. If he refuses, he loses his right of recourse against the party for whom payment was offered and against the subsequent parties.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/116
- Thai translation: P.86/269

《**Genealogies**》

1. Draft of 1919: ***Ob.1077***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1109.

- Payment by an acceptor for honour or by a referee in case of need or by a third person is called payment for honour.

- Thai translation: P.86/269

《**Genealogies**》

1. Draft of 1919: ***Ob.1078***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1110.

- If several persons offer to pay a bill of exchange for honour, the holder must accept that payment which will discharge the greatest number of persons from their obligations.

- Thai translation: P.86/269

《**Genealogies**》

1. Draft of 1919: ***Ob.1079***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1111.

- If a payer for honour who is not a referee in case of need or an acceptor for honour does not name the person for whose honour he pays, such payment is deemed to be made for the honour of the drawee.

- Thai translation: P.86/269

《**Genealogies**》

1. Draft of 1919: ***Ob.1080***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1112.

- The holder must enter the fact of the payment for honour on the Post Office receipt for the protest for non-payment if such protest has been made. The holder must on payment of the sum due and of the expenses for protest deliver to the payer for honour the Post Office receipt and the bill of exchange.

- Thai translation: P.86/270

《Genealogies》

1. Draft of 1919: ***Ob.1081***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1113.

- The payer for honour must, within ~~two~~ three days after date of payment, notify the payment to the person for whose honour he has paid and send the Post Office receipt for the protest, if any, to him.

- The Committee of Legislative Drafting, 14th February 1924, P.43/228
- Thai translation: P.86/270

《Genealogies》

1. Draft of 1919: ***Ob.1082***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1114.

- The payer for honour is subrogated to the rights which the holder had against the acceptor, the person for whose honour he has paid and the parties prior to such person.

- Thai translation: P.86/270

《Genealogies》

1. Draft of 1919: ***Ob.1083***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1115.

- Sections ~~1046~~ 1088, ~~1047~~ 1089, ~~1048~~ 1090, ~~1050~~ 1092, ~~1052~~ 1094, ~~1053~~ 1095 and ~~1054~~ 1096 apply to payment for honour.

- Thai translation: P.86/270

《Genealogies》

1. Draft of 1919: ***Ob.1084***
2. Code of January 1925: -
3. Code of January 1929: -

Part VIII. Right of Recourse.

Section 1116.

- ~~1009. If the bill of exchange is presented for acceptance in accordance with Sections 997 to 999 inclusive and the drawee fails to accept it, the holder has a right of recourse against all or any of the prior parties, jointly or separately, provided that he complies with the rules prescribed in Sections 1011 to 1018 in~~

~~clusive.~~

- ~~1055.- If a bill of exchange is presented for payment on the day of maturity and the drawee fails to pay it, the holder has a right of recourse against all or any of the prior parties, jointly or separately, provided that he complies with the rules prescribed in sections 1057 to 1064 inclusive.~~
- If the bill of exchange is duly presented for acceptance or for payment as the case may be and the drawee fails to accept or pay it, the holder has a right of recouse against all or any of the prior parties, jointly or separately, provided that he complies with the rules prescribed in the following Sections.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/114
- also P.41/115
- Vol.43, P.43/224
- Thai translation: P.86/271

《**Genealogies**》

1. Draft of 1919: Ob.1009, Ob.1055
2. Code of January 1925: ***959***
3. Code of January 1929: ***959***

Section 1117.

- ~~1010.- If the acceptance is limited to part of the sum payable, the holder has the right of recourse for the difference only.~~
- ~~1056.- If part only of a bill of exchange is paid, the holder has the right of recourse for the difference.~~
- If the acceptance or payment is limited to part of the sum bayable, the holder has the right of recouse for the difference only.

- Vol.43, P.43/224
- Thai translation: P.86/271

《**Genealogies**》

1. Draft of 1919: Ob.1010, Ob.1056
2. Code of January 1925: -
3. Code of January 1929: -

Section 1118.

- The holder must, ~~on the~~ within three days following the day of presentation, send to the drawee through the Post Office a notice called protest.
- ~~1057.- The holder must, on the day following the day of maturity, send to the drawee through the Post Office a notice called protest.~~

- Vol.43, P.43/224
- Thai translation: P.86/271

《**Genealogies**》

1. Draft of 1919: ***Ob.1011***, ***Ob.1057***
2. Code of January 1925: ***960***
3. Code of January 1929: ***960***

Section 1119.

- The protest shall be entered by the Post Office in three copies ~~in the form~~

~~provided by Schedule B attached to this Code~~.

- ~~1058. - The protest shall be entered by the Post Office in three copies in the form provided by Schedule B attached to this Code.~~

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/114
- also P.41/115
- Commission of Codification, 25th October 1923, P.42/66
- Thai translation: P.86/271

《**Genealogies**》

1. Draft of 1919: ***Ob.1012***, ***Ob.1058***
2. Code of January 1925: ***961***
3. Code of January 1929: ***961***

Section 1120.

- Each copy of the protest shall be signed by the clerk of the Post Office where the protest is made and shall bear the date stamp of such office. It must contain a copy of the bill and specify the following particulars :
  - (1) The place and date of protest.
  - (2) The date of the bill of exchange.
  - (3) The name or trade name of the drawer.
  - (4) The name or trade name of the drawee.
  - (5) The amount of the bill of exchange.
  - (6) The day of presentation and of maturity of the bill of exchange.
  - (7) The name or trade name and address of the holder.
  - (8) The amount payable to the holder, ~~including~~ with addition of the expenses of protest.
  - (9) A statement that the drawee ~~can~~ may, ~~within~~ during the three days next following the day of protest, seek out the holder and accept or pay ~~the holder that amount~~ the bill, as the case may be, with the costs of protest.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/114
- also P.41/116
- Vol.43, P.43/224
- Thai translation: P.86/273

《**Genealogies**》

1. Draft of 1919: ***Ob.1013***, ***Ob.1059***
2. Code of January 1925: ***962***
3. Code of January 1929: ***962***

Section 1121.

- คำคัดค้านซึ่งจดหมายตราสินไว้เปนสามฉบับนั้น
  - Copy No. 1 being the protest shall be sent to the drawee under registered cover.
  - Copy No. 2 being the receipt for the protest shall be delivered to the holder.
  - Copy No. 3 being the original shall be kept by the Post Office.

- Records of the alterations are still not identified.
- Thai translation: P.86/273

《**Genealogies**》

1. Draft of 1919: ***Ob.1014***, ***Ob.1060***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1122.

- If the bill of exchange is not accepted or not paid within the three days period, the bill is said to be dishonoured ~~by non-acceptance~~ and the holder must, within the four days next following, send notice of dishonour to the person or persons, against whom he intends to take recourse.
- ~~1061.- If the bill of exchange is not paid within the three days period, the bill is said to be dishonoured by non-payment and the holder must, within the four days next following, send notice of dishonour to the person or persons against whom he intends to take recourse.~~

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/116
- Vol.43, P.43/225
- Thai translation: P.86/278

《**Genealogies**》

1. Draft of 1919: ***Ob.1015***, ***Ob.1061***
2. Code of January 1925: ***963***
3. Code of January 1929: ***963***

Section 1123.

- If the drawee notes on the bill of exchange the fact and date of refusal of acceptance or payment and signs such note, no protest is necessary and the holder must, within eight days from the date of refusal, send notice of dishonour to the person or persons against whom he intends to take recourse.
- ~~1062.- If the drawee notes on the bill of exchange the fact and date of refusal of payment and signs such note, no protest is necessary and the holder must, within eight days from date of refusal, send notice of dishonour to the person or persons against whom he intends to take recourse.~~

- Vol.43, P.43/225/1
- Thai translation: P.86/278

《**Genealogies**》

1. Draft of 1919: ***Ob.1016***, ***Ob.1062***
2. Code of January 1925: ***965***
3. Code of January 1929: ***965***

Section 1124.

- [I] The notice of dishonour in case of non-acceptance must contain the date of the bill of exchange, the names or trade names of the drawer and drawee, the amount of the bill, the name or trade name and address of the holder, the date

of the protest or of the refusal of acceptance, the fact that the bill was not accepted and the reason why the bill was not accepted or the fact that no reason was given for its non-acceptance.

- [II] The notice of dishonour in case of non-payment must contain the same particulars mutatis mutandis, and in addition, the day of maturity of the bill of exchange ~~the names or trade names of the drawer and drawee, the amount of the bill, the name or trade name and address of the holder, the date of protest or of the refusal of payment, the fact that the bill was not paid and the reason why it was not paid or the fact that no reason was given for its non-payment~~.

- Vol.43, P.43/225/1
- Thai translation: P.86/278

《**Genealogies**》

1. Draft of 1919: ***Ob.1017***, ***Ob.1063***
2. Code of January 1925: ***966***
3. Code of January 1929: ***966***

Section 1125.

- The right of recourse of the holder against the person or persons to whom notice of dishonour was sent is extinguished by prescription one year after date of non-acceptance or the day of maturity, as the case may be.
- ~~1064. - The right of recourse of the holder against the person or persons to whom notice of dishonour was sent is extinguished by prescription one year after the day of maturity.~~

- Vol.43, P.43/225/1
- Thai translation: P.86/279

《**Genealogies**》

1. Draft of 1919: ***Ob.1018***, ***Ob.1064***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1126.

- [I] An indorser to whom notice of dishonour has been given by a subsequent party ~~can~~ may take recourse against all or any of the parties prior to him, jointly or separately.
- [II] In such case the indorser must send notice of dishonour to the person or persons against whom he intends to take recourse, within four days from the date when he himself has received notice of dishonour.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/116
- also Vol.43, P.43/226
- Thai translation: P.86/279

《**Genealogies**》

1. Draft of 1919: ***Ob.1019***, ***Ob.1065***
2. Code of January 1925: ***967***
3. Code of January 1929: ***967***

Section 1127.

- The right of recourse of the indorser is extinguished by prescription one year after date of notice sent by him.
- ~~1066. - The right of recourse of the indorser is extinguished by prescription one year after date of the notice sent by him.~~

- Vol.43, P.43/226
- Thai translation: P.86/279

《**Genealogies**》

1. Draft of 1919: ***Ob.1020***, ***Ob.1066***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1128.

- The return of the ~~non accepted~~ dishonoured bill of exchange with the Post Office receipt for protest annexed to it is a sufficient notice of dishonour.
- ~~1067. - The return of the unpaid bill of exchange with the Post Office receipt for protest annexed to it is a sufficient notice of dishonour.~~

- Vol.43, P.43/226
- Thai translation: P.86/279

《**Genealogies**》

1. Draft of 1919: ***Ob.1021***, ***Ob.1067***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1129.

- When a notice of dishonour has been duly addressed and posted, the sender is deemed to have given due notice of dishonour, notwithstanding any miscarriage by the Post Office.

- Thai translation: P.86/281

《**Genealogies**》

1. Draft of 1919: ***Ob.1022***, ***Ob.1068***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1130.

- If the holder or indorser fails to take the proceedings ~~prescribed by Sections 1011 to 1021 inclusive~~ in the present Part he loses his rights under the bill of exchange against all prior parties, except those who have waived protest or notice of dishonour.
- ~~1069. - If the holder or indorse fails to take the proceedings prescribed by Sections 1057 to 1067, he loses his rights under the bill of exchange against all prior parties, except those who have waived protest or notice of dishonour.~~

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/114
- also P.41/116
- Vol.43, P.43/226
- Thai translation: P.86/281

《**Genealogies**》
1. Draft of 1919: ***Ob.1023***, ***Ob.1069***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1131.

- ~~1024. The holder is entitled to take recourse for the following amounts:~~
  - ~~(1) The non accepted amount of the bill of exchange less interest thereon from the day of presentation for acceptance up to the day of maturity.~~
  - ~~In order to fix the date of maturity, the day of presentation is to be considered as the day of acceptance.~~
  - ~~(2) The expenses of presentation for acceptance and of protest and of notice of dishonour.~~
- ~~1070. The holder is entitled to take recourse for the following amount:~~
  - ~~(1) The unpaid amount of the bill together with interest thereon from the day of maturity.~~
  - ~~(2) The expenses of presentation for payment and of protest and of notice of dishonour.~~
- The holder is entitled to take recourse:
  - (a) in case of non-acceptance for the non-accepted amount of the bill of exchange;
  - (b) in case of non-payment for the unpaid amount of the bill together with interests from the day of maturity;
  - (c) costs of presentation for acceptance or for payment as the case may be, costs of protest and of notice of dishonour.

- Commission of Codification, 19th January 1924, P.42/88
- Vol.43, P.43/227
- Thai translation: P.86/281

《**Genealogies**》
1. Draft of 1919: ***Ob.1024***, ***Ob.1070***
2. Code of January 1925: ***968***
3. Code of January 1929: ***968***

Section 1132.

- An indorser against whom recourse has been taken is himself entitled to take recourse for the following amounts:
  - (1) The sum paid by him together with interest thereon from the date of his payment.
  - (2) All expenses paid by him.

- Thai translation: P.86/281

《**Genealogies**》
1. Draft of 1919: ***Ob.1025***, ***Ob.1071***
2. Code of January 1925: ***969***
3. Code of January 1929: ***969***

Section 1133.

- [I] Reimbursement of a dishonoured bill of exchange ~~can~~ may be obtained only on surrender of the bill and of a recourse account.
- [II] The payer ~~can~~ may require the payee to make a receipt on the recourse account and sign it.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/116
- Thai translation: P.86/281

《**Genealogies**》

1. Draft of 1919: ***Ob.1026***, ***Ob.1072***
2. Code of January 1925: ***970***
3. Code of January 1929: ***970***

Section 1134.

- ~~1027. A drawer or prior indorser to whom a bill of exchange has been re-indorsed or re-transferred has no right of recourse against a party to whom he was previously liable under the bill.~~
- A drawer, acceptor or prior indorser to whom a bill of exchange has been re-indorsed or re-transferred has no right of recourse against a party to whom he was previously liable under the bill.

- Vol.43, P.43/227
- Thai translation: P.86/281

《**Genealogies**》

1. Draft of 1919: ***Ob.1027***, ***Ob.1073***
2. Code of January 1925: ***971***
3. Code of January 1929: ***971***

Part IX. Bills of Exchange in a Set.

Section 1135.

- The payee is entitled to require the drawer to deliver to him the bill of exchange in a set consisting of several parts.

- Thai translation: P.86/281

《**Genealogies**》

1. Draft of 1919: ***Ob.1085***
2. Code of January 1925: ***975***
3. Code of January 1929: ***975***

Section 1136.

- [I] The several parts must be designated as such by the words First of Exchange, Second of Exchange, Third of Exchange, etc.
- [II] If they are not designated as such, each of them is good as an independent bill of exchange.

- Thai translation: P.86/288

《**Genealogies**》

1. Draft of 1919: ***Ob.1086***
2. Code of January 1925: -

3. Code of January 1929: -

Section 1137.

- The acceptance must be made on one part only.

- Thai translation: P.86/288

《**Genealogies**》

1. Draft of 1919: ***Ob.1087***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1138.

- [I] เมื่อบุคคลผู้ใดได้รับรองตั๋วแลกเงินไว้กว่าส่วนหนึ่งขึ้นไป และส่วนอันได้รับรองไว้นั้น ตกไปในมือผู้ทรงโดยชื่อหลายคนด้วยกัน ท่านว่าบุคคลผู้นั้นจะต้องรับใช้เงินตามตั๋วนั้นทุกส่วนไปเสมือนว่าเปนตั๋วเงินต่างฉบับกันฉะนั้น]
- [II] บุคคลผู้ใดได้สลักหลังตั๋วแลกเงินหลายส่วนให้แก่บุคคลหลายคนด้วยกัน ท่านว่าบุคคลผู้สลักหลังเช่นนั้น จะต้องรับใช้เงินตามตั๋วนั้นทุกส่วนไป และบันดาผู้สลักหลังภายหลังบุคคลนั้นทุกคนก็จะต้องรับใช้ในส่วนที่ตนได้สลักหลัง เสมือนดังว่าส่วนทั้งหลายที่ว่านั้นเปนตั๋วเงินต่างฉบับกัน

- Records of the alterations are still not identified.
- Thai translation: P.86/288

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: -
3. Code of January 1929: -

Section 1139.

- ถ้าส่วนหนึ่งในสำรับแห่งตั๋วแลกเงินนั้น ได้ใช้เงินแล้ว ส่วนอื่น ๆ ก็ย่อมหมดสิ้นราคาไป แต่กระนั้นก็ดี ถ้าผู้รับรองใช้เงินในส่วนหนึ่งโดยมิได้เรียกให้ส่งมอบส่วนซึ่งตนได้รับรองไว้นั้นคืนให้แก่ตน และส่วนนั้นมาถึงกำหนดใช้เงินเข้าในระหว่างที่ตกอยู่ในมือของผู้ทรงโดยชื่อคนหนึ่งคนใดไซร้ ท่านว่าผู้รับรองก็จะต้องรับใช้เงินให้แก่ผู้ทรงตั๋วเงินนั้น

- Records of the alterations are still not identified.
- Thai translation: P.86/289

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: -
3. Code of January 1929: -

Chapter III. Promissory Notes.

Section 1140.

- A promissory note is a written instrument by which a person, called the maker, promises to pay a sum of money to, or to the order of, a person, called the payee.

- Thai translation: P.86/289

《**Genealogies**》

1. Draft of 1919: ***Ob.1090***
2. Code of January 1925: ***982***
3. Code of January 1929: ***982***

Section 1141.

- A promissory note must be dated, signed by the maker, and must contain the following particulars :
    - (1) A sum certain in money.
    - (2) The name or trade name of the payee.
    - (3) An unconditional promise to pay.
    - (4) The place where the promissory note is made.
    - (5) A day of maturity.

- Thai translation: P.86/289

《**Genealogies**》

1. Draft of 1919: ***Ob.1091***
2. Code of January 1925: ***983***
3. Code of January 1929: ***983***

Section 1142.

- If the maker does not state in the promissory note a place of payment, the place where it is made is the place of payment.

- Thai translation: P.86/294

《**Genealogies**》

1. Draft of 1919: ***Ob.1092***
2. Code of January 1925: ***984***
3. Code of January 1929: ***984***

Section 1143.

- The following provisions of Chapter II concerning bills of exchange apply mutatis mutandis to promissory notes :
    - Sections ~~966~~ 1036 to ~~969~~ 1039 inclusive, ~~972~~ 1042, ~~974~~ 1044 to ~~977~~ 1046 inclusive concerning the drawing of a bill of exchange.
    - Sections ~~978~~ 1047, ~~980~~ 1049, ~~981~~ 1050 concerning the effects of a bill of exchange.
    - Sections ~~982~~ 1051 to ~~988~~ 1057 inclusive, ~~990~~ 1059 to ~~996~~ 1065 inclusive concerning transfer and indorsement.
    - Sections ~~1036~~ 1078 to ~~1041~~ 1083 inclusive concerning suretyship.
    - Sections ~~1042~~ 1084 to ~~1054~~ 1096 inclusive concerning payment.

- Sections ~~1055~~ 1108 to ~~1073~~ 1115 inclusive concerning the right of recourse in case of non-payment.
- Sections ~~1077~~ 1116 to ~~1084~~ 1134 inclusive concerning payment for honour.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/117
- Thai translation: P.86/294

《**Genealogies**》

1. Draft of 1919: ***Ob.1093***
2. Code of January 1925: ***985***
3. Code of January 1929: ***985***

Section 1144.

- [I] The holder of a promissory note payable at the end of a period after sight must present it to the maker within one year from its date, or, if the maker has specified a shorter time in the promissory note, within such time.
- [II] If the holder fails to present the promissory note within the above mentioned time, he loses his right of recourse against the prior indorsers.

- Thai translation: P.86/294

《**Genealogies**》

1. Draft of 1919: ***Ob.1094***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1145.

- The maker must note on the promissory note the date of presentation and sign it.

- Thai translation: P.86/295

《**Genealogies**》

1. Draft of 1919: ***Ob.1095***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1146.

- [I] If the maker ~~merely~~ puts merely his signature on the promissory note, the promissory note is deemed to have been duly presented to him and any person ~~can~~ may fill up the date.
- [II] If there is no date, the last day of the time fixed by section ~~1094~~ 1144 is deemed to be the day of presentation.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/117
- Thai translation: P.86/295

《**Genealogies**》

1. Draft of 1919: ***Ob.1096***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1147.

- If the maker does not on presentation sign the promissory note as provided by section ~~1095~~ 1145, the holder and the indorsers have a right of recourse against the prior parties, provided that they comply with the provisions of sections ~~1011~~ 1118 to ~~1027~~ 1134 inclusive concerning bills of exchange, mutatis mutandis.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/117
- Thai translation: P.86/295

《Genealogies》

1. Draft of 1919: ***Ob.1097***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1148.

- If the holder fails to have a protest made, he loses his right of recourse against all prior parties except the maker.

- Thai translation: P.86/295

《Genealogies》

1. Draft of 1919: ***Ob.1098***
2. Code of January 1925: -
3. Code of January 1929: -

Chapter IV. Cheques.

Part I. General Provisions.

Section 1149.

- A cheque is a written instrument by which a person, called the drawer, orders a banker to pay a sum of money to or to the order of another person called the payee.

- Thai translation: P.86/296

《**Genealogies**》

1. Draft of 1919: ***Ob.1099***
2. Code of January 1925: ***987***
3. Code of January 1929: ***987***

Section 1150.

- A cheque must be dated, signed by the drawer, and must contain the following particulars :
    - (1) A sum certain in money;
    - (2) The name or trade name and address of the banker;
    - (3) The name or trade name of the payee;
    - (4) An unconditional order to pay.

- Thai translation: P.86/296

《**Genealogies**》

1. Draft of 1919: ***Ob.1100***
2. Code of January 1925: ***988***
3. Code of January 1929: ***988***

Section 1151.

- The provisions of Chapter II concerning bills of exchange apply to cheques, mutatis mutandis, in so far as they are not contrary to the provisions of this Chapter ~~IV~~ IX.

- Thai translation: P.86/296

《**Genealogies**》

1. Draft of 1919: ***Ob.1101***
2. Code of January 1925: ***989***
3. Code of January 1929: ***989***

Section 1152.

- [I] A cheque ~~can~~ may be drawn payable to bearer, or payable to the drawer.
- [II] If no payee is named in the cheque, it is payable to bearer.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/117
- Thai translation: P.86/297

《**Genealogies**》

1. Draft of 1919: ***Ob.1102***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1153.

- A cheque is payable on demand.

- Thai translation: P.86/297

《**Genealogies**》

1. Draft of 1919: ***Ob.1103***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1154.

- No reference to a day of maturity ~~can~~ may be inserted in a cheque.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/117
- Thai translation: P.86/297

《**Genealogies**》

1. Draft of 1919: ***Ob.1104***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1155.

- A cheque which contains a reference to a day of maturity, such as "on demand" or "on such day," etc., is a bill of exchange.

- Thai translation: P.86/297

《**Genealogies**》

1. Draft of 1919: ***Ob.1105***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1156.

- The holder of a cheque must present it for payment to the banker within ~~two months~~ one year after the date of drawing, otherwise he loses his right of recourse against the prior parties.

- Commission of Codfication, 6th September 1922, P.40/162
- Thai translation: P.86/297

《**Genealogies**》

1. Draft of 1919: Ob.1106
2. Code of January 1925: ***990***
3. Code of January 1929: ***990***

Section 1157.

- A banker is bound to pay a cheque drawn on him by his customer unless:
  - (1) There ~~be~~ is not enough money to the credit of the account of the customer to meet the cheque, or
  - (2) The cheque ~~be~~ is presented for payment more than one year after its date of drawing.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/118
- Thai translation: P.86/299

《**Genealogies**》

1. Draft of 1919: ***Ob.1107***

2. Code of January 1925: ***991***
3. Code of January 1929: ***991***

Section 1158.

- A banker is bound to refuse payment of a cheque drawn on him if:
  - (1) The drawer has countermanded payment, or
  - (2) The banker has received notice of the death of the drawer, or
  - (3) The cheque has been lost, or obtained through an offence and notice thereof has been given to the banker.

- Thai translation: P.86/299

《**Genealogies**》

1. Draft of 1919: ***Ob.1108***
2. Code of January 1925: ***992***
3. Code of January 1929: ***992***

Section 1159.

- [I]If the banker signs on the cheque a statement such as "good" or "good for payment," or words to the same effect, he becomes bound to pay the cheque in the same way as the acceptor of a bill of exchange.
- [II] If the statement is "good for payment on such and such day" the banker is bound to pay only if the cheque is presented on that day.
- ~~The foregoing provisions do not apply if the banker has only signed a statement certifying the genuineness of the signature of the drawer.~~

- Commission of Codification, 6th September 1922, P.40/177
- Thai translation: P.86/299

《**Genealogies**》

1. Draft of 1919: ***Ob.1109(I)(II)***
2. Code of January 1925: ***992***
3. Code of January 1929: ***992***

Section 1160.

- ~~1109. [I] If the banker signs on the cheque a statement such as "good" or "good for payment," or words to the same effect, he becomes bound to pay the cheque in the same way as the acceptor of a bill of exchange.~~
- ~~[II] If the statement is "good for payment on such and such day" the banker is bound to pay only if the cheque is presented on that day.~~
- ~~[III]~~ The foregoing provisions do not apply if the banker has only signed a statement certifying the genuineness of the signature of the drawer.

- Commission of Codification, 6th September 1922, P.40/177
- Thai translation: P.86/300

《**Genealogies**》

1. Draft of 1919: ***Ob.1109(III)***
2. Code of January 1925: ***993***
3. Code of January 1929: ***993***

Part II. Crossed Cheques.

Section 1161.

- If the cheque bears across its face two parallel lines, with or without the words "Company" or "Bank" or any other words having the same meaning, between such lines, the cheque is said to be crossed and payment of it can only be made to a banker.

- Thai translation: P.86/300

《**Genealogies**》

1. Draft of 1919: ***Ob.1111***
2. Code of January 1925: ***994***
3. Code of January 1929: ***994***

Section 1162.

- [I] If the name of a particular banker is written between the parallel lines payment can only be made to that banker.
- [II] But the banker to whom the cheque is crossed can cross it to another banker for collection.

- Thai translation: P.86/300

《**Genealogies**》

1. Draft of 1919: ***Ob.1112***
2. Code of January 1925: ***995***
3. Code of January 1929: ***995***

Section 1163.

- The banker who pays a crossed cheque contrary to the provisions of Section ~~1111~~ 1161 or ~~1112~~ 1162 is liable for any injury resulting therefrom.

- Thai translation: P.86/305

《**Genealogies**》

1. Draft of 1919: ***Ob.1113***
2. Code of January 1925: ***997***
3. Code of January 1929: ***997***

Chapter V. Prescription.

Section 1164.

- The obligations incurred under a bill of exchange by the acceptor or under a promissory note by the maker are extinguished by prescription after three years from day of maturity.

- Thai translation: P.86/305

《**Genealogies**》

1. Draft of 1919: ***Ob.1114***
2. Code of January 1925: ***1001***
3. Code of January 1929: ***1001***

Section 1165.

- If a bill has been made, transferred or indorsed in respect of an obligation and the rights under such bill have been lost by prescription or by the omission of any necessary proceedings, the original obligation remains in force, unless it ~~be~~ has been extinguished by prescription or otherwise.

- Collaboration of Dr.James, 4th instalment, September 1923, P.41/118
- Thai translation: P.86/305

《**Genealogies**》

1. Draft of 1919: ***Ob.1115***
2. Code of January 1925: ***1005***
3. Code of January 1929: ***1005***

Chapter VI. Forged, Stolen and Lost Bills.

Section 1166.

- A forged bill means a bill which has been fabricated or altered or which bears false signatures as defined by Section 222 of the Penal Code.

- Thai translation: P.86/306

《**Genealogies**》

1. Draft of 1919: ***Ob.1116***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1167.

- A person who forges a bill has no rights under such bill.

- Thai translation: P.86/306

《**Genealogies**》

1. Draft of 1919: ***Ob.1117***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1168.

- A bill bearing false signatures is valid for the genuine signatures which may be on it.

- Thai translation: P.86/306

《**Genealogies**》

1. Draft of 1919: ***Ob.1118***
2. Code of January 1925: ***1006***
3. Code of January 1929: ***1006***

Section 1169.

- [I] If a statement in a bill has been altered without the consent of the parties, any person who affixes his signature on such bill after the alteration is liable according to the tenor of the altered bill.
- [II] If it is impossible to find out whether the signature was affixed before or after the alteration was made, the signature is presumed to have been affixed before alteration.

- Thai translation: P.86/310

《**Genealogies**》

1. Draft of 1919: ***Ob.1119***
2. Code of January 1925: ***1007***
3. Code of January 1929: ***1007***

Section 1170.

- ~~No rights can be exercised under a forged bill by a person who acquired it or became a party to it in bad faith or without such care as may be expected from a person of ordinary prudence.~~
- When a signature on a bill is forged, no rights can be exercised against any

party thereto through or under that signature by a person who acquired it or become a party to it.

- The Commission of Codification, 31th October 1922, Vol.42, P.42/133
- Thai translation: P.86/310

《**Genealogies**》

1. Draft of 1919: Ob.1120
2. Code of January 1925: -
3. Code of January 1929: -

Section 1171.

- If a bill payable to order on demand is drawn on a banker and such banker pays the bill in good faith, and in the ordinary course of business, he is deemed to have paid it in due course only in the case where the indorsement or the payee or any other subsequent indorsement has been forged.

- The Commission of Codification, 31th October 1922, Vol.42, P.42/133
- The Committee of Legislative Drafting, 14th February 1924, P.43/229
- Thai translation: P.86/310

《**Genealogies**》

1. Draft of 1919: -
2. Code of January 1925: -
3. Code of January 1929: -

Section 1172.

- The holder of a bill which is lost or stolen must, as soon as he knows of the loss or theft, notify in writing the maker, the drawee, the referee in case of need, the acceptor for honour and the surety, if any, to refuse payment of the bill.

- Thai translation: P.86/312

《**Genealogies**》

1. Draft of 1919: ***Ob.1121***
2. Code of January 1925: ***1010***
3. Code of January 1929: ***1010***

Section 1173.

- [I] If the lost or stolen bill is presented for acceptance or payment to a person who has received the notice provided by Section ~~1121~~ 1172 he must inform the person presenting it that the bill is a lost or stolen bill.
- [II] He must also notify the holder of the bill without delay the name and description of the person presenting it.

- Thai translation: P.86/312

《**Genealogies**》

1. Draft of 1919: ***Ob.1122***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1174.

- The person presenting a bill which was lost or stolen must surrender it to its holder without compensation if it is proved that he acquired it in bad faith or

without such care as may be expected from a person of ordinary prudence.

- Thai translation: P.86/312

《**Genealogies**》

1. Draft of 1919: ***Ob.1123***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1175.

- [I] If the lost or stolen bill is not presented for payment on the day of maturity the holder is entitled to get a ~~copy~~ duplicate-bill of the same tenor.
- [II] The ~~copy~~ duplicate-bill must be demanded through the successive indorsers.

- The Revising Committee, 13th February 1924, P.43/230
- Thai translation: P.86/313

《**Genealogies**》

1. Draft of 1919: ***Ob.1124***
2. Code of January 1925: ***1011***
3. Code of January 1929: ***1011***

Section 1176.

- If the lost or stolen bill was payable after sight but not accepted or was payable on demand, the holder is entitled to get the ~~copy~~ duplicate-bill as soon as the notice of loss or theft has reached the maker, the drawee, the referee in case of need, the acceptor for honour and the surety, if any.

- The Revising Committee, 13th February 1924, P.43/230
- Thai translation: P.86/313

《**Genealogies**》

1. Draft of 1919: ***Ob.1125***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1177.

- The holder has under the ~~copy~~ duplicate-bill the same rights as under the original bill, except rights lost by prescription or by the omission of any necessary proceedings.

- The Revising Committee, 13th February 1924, P.43/230
- Thai translation: P.86/313

《**Genealogies**》

1. Draft of 1919: ***Ob.1126***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1178.

- Whoever presents a bill which has been lost or stolen, and receives payment of it is bound to repay the sum received by him if it is proved that he acquired the bill in bad faith or without such care as may be expected from a person of ordinary prudence.

- Thai translation: P.86/315

《**Genealogies**》

1. Draft of 1919: ***Ob.1127***
2. Code of January 1925: -
3. Code of January 1929: -

Section 1179.

- If the loss, theft or forgery of a bill was caused or facilitated by the fault of one of the parties to the bill, he is liable to the person who has paid or repaid the bill for such part of the injury caused, as the Court may think fit.

- Thai translation: P.86/315

《**Genealogies**》

1. Draft of 1919: ***Ob.1128***
2. Code of January 1925: -
3. Code of January 1929: -