

been that, owing to the local conditions in Siam (where inhabitants do not know the principal firm in case of goods imported, and could not sue it), commercial agents are always personally liable as soon as their business is importation, that is to say when the principal firm is out of Siam; this rule being a general one, without having to consider if the commercial agent in Siam has disclosed or not the name of this principal abroad. The English Law favours generally a system of this kind (Lord Teutorden in Thomson V. Davenport 2 B. and C. p. 87; Wilson V. Zulueta 14 Q. B. 405; Hutton V. Bulloch, E. R. 4. Q. B. 572); cf. also Jenks' Digest Vol. I, p. 63 (c). And by the way it must be pointed out that the solution is the same, and the reason for it similar, in the case of exportation agents.

It seems that this policy is good. But present section 827 is too short and can be objected to as not giving a complete explanation of the system. The complete system would be as follows:

1) when both the commission-agent and the principal are in Siam (that is to say the principal easy to be known by the customers) there is no objection to apply the policy of the foreign Codes hereabove referred to, and the commission-agent will be personally liable when acting in his own name, ^{but} exonerated from personal liability when disclosing to that