

N O T E
FOR THE REVISING COMMITTEE

re: Section 806
Civil and Commercial Code

Section 806 intends to provide for the case of the caution-money: for instance, a compradore is engaged in a Bank or Company upon this condition that he must deliver to his employer a sum of 50,000 baht as caution-money, such sum to guarantee any mistakes or faults committed by the said compradore and to be returned to him at the end of his engagement. It is then specified by section 808 that, if the compradore has become the debtor of the Bank or Company under his contract of services, the Bank or Company may appropriate out of 50,000 baht what is due to them and return only the surplus.

Section 806 was not in the original drafts 1910 and 1912 and has been introduced only in the draft 1914.

Now, the Committee of Reduction must point out that the question of the so-called caution-money is, in law, a very delicate and contentious one. Caution-money is not exactly a pledge, since a real pledge does never become the property of the pledgee, whilst the employer is allowed to use the money delivered to him as his own provided he shall return only an actual amount of money. Caution-money is not exactly a