

deposit, since a depositary is never entitled to keep for himself under a contract of deposit of money a part of the sum deposited. Caution-money is not exactly a security under the contract of suretyship, since the money, as a rule, belongs to the employee himself and there is not at all an agreement by some third person called surety to perform the obligations of the employee if he fails to do so. Caution-money seems finally more similar to the bail which is delivered by a person for keeping the peace or being put in provisional liberty: but this is criminal law and cannot be of use in civil law.

The conclusion is that caution-money is quite a particular contract and that, when dealing with it, the appropriate place where in a Code is rather difficult to find. The draftmen have met this difficulty, and, if they did place it in the Title of Pledge that is because it is generally taken in the books of laws as being nearer to the pledge than to anything else and consequently dealt with in the matter of pledge.

The question being so delicate in law, there is no wonder that it has entailed already several discussions in the Drafting Committee. The opinion of the present Drafting Committee is that the best and the less objectionable way is to apply strictly in the matter the principles of law. They are