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as follows. Money is property in genere.  
The possessor of property in genere becomes  
the owner of it and has only to return prop-  
erty of the same kind. Then, when caution-  
money is delivered to an employer, the money  
becomes his property; he shall be bound only  
to return an equal amount; the employee has  
to that effect an action against the employer  
as against his debtor for money; and if it  
happens that the employee has become himself  
under the contract ~~as~~<sup>the</sup> debtor of his employer  
because he failed in his duties, the caution-  
money shall be returned by the employer after  
deduction of the sum due to him and this is  
secured by the employer's action under the  
contract.

Under this opinion, caution-money would  
be sufficiently governed by the general prin-  
ciples of law concerning properties in genere  
and there would be no use of section 203 in  
the Title of Pledge or otherwise.

However the Commission call the atten-  
tion of the Revising Committee upon a quite  
particular case which could arise. Money  
may be sometimes delivered as a pledge in  
specie (that is to say, for instance, in  
bank notes the numbers of which are recorded  
so that it is made sure that they shall  
never be used of, and that the same shall be  
returned). This case may be one of caution-

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(1) I remind that there is a definition of "prop-  
erty in general" in the General Part of the Code, as  
follows: "property in general means those movable things  
which, in the ordinary course of transactions, are cus-  
tomarily determined by weight, measure or number."  
Money is a property in general determined by number.

ดาวน์โหลดจากระบบ TUDC โดย 2553