

The above suggested wording is purposely wider than the Japanese wording, because the Japanese law enumerates strict conditions which a person shall comply with to become a surety (what was not deemed advisable in our Code, where it depends from the creditor to admit or not a surety under his own responsibility) and seems to provide that "another kind of security" may be furnished only when there is no actual possibility to find a surety. It appears to the Committee that the above suggested draft is more within the spirit of the present Siamese practice whereas a fact creditor and debtor are at liberty to agree as they like either for a personal or for a real security.

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**2e : Section 848. -** It is suggested to re-draft as follows:

"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."



25th. October 1922.