

J. Clerk's notes

(1st Draft)

Suppose that time the 1st January 1867, ~~the~~ A has paid say six times the monthly rent agreed, he is allowed, in the course of the seventh month to determine the contract. In this case he shall return the electric fan to the Company and is of course liable for any loss or damage caused by his fault to the thing if any (Draft. Book III, s. 191). ~~But A will have to pay to the Company 50 baht as compensation for the loss of the fan if he determines to return it to A and can keep it longer than 30 days after the date of the contract. If he does not return it to A within 30 days, he must be understood that if A is so exceptionally entitled to determine the contract of hire-purchase without any fault being committed by the Company, it is because the law intends to protect private persons against the excess of hire-purchase when they are sometimes induced by merchants to agree to contracts which are more delusive than serious and engage persons by small means to excessive obligations (cf German Law 16 th. May 1894.) Section 2 forbids also contracts where it is said that~~