

preceding carriers for such part of the freight and accessories as may still be due to them.

ILLUSTRATION. — Goods forwarded by D from Bangkok to Chiangmai have been carried successively by A, a railway Co., B, a shipping Co., and C, a contractor for carriage on elephant's back.

Freight due to A	amounts to	30 baht	including	accessories
" " " B	" "	20 "	" "	"
" " " C	" "	50 "	" "	"

If C delivers the goods to D at Chiangmai, without being paid the whole freight, i. e. 100 baht, C is responsible to A for 30 baht and to B for 20 baht.

616. — The carrier is entitled to retain the goods as long as the freight and accessories are not paid, provided that the party liable for them may at any time apply to the Court for an order, either :

1) Restricting the exercise of this right to such part of the goods as the Court may deem sufficient to cover the freight and accessories, or

2) Ordering the carrier to deliver the goods on security being given for payment of freight and accessories.

617. — If the consignee cannot be found, the carrier must notify the sender by registered letter to give his orders as to the disposal of the goods and to provide for the payment of the freight and accessories within a reasonable time to be fixed in the notice.

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If the sender fails to comply with the notice the carrier can sell the goods by public auction.

618. — If the consignee does not take delivery of the goods, or does not pay the freight and accessories due by him, the carrier can notify the consignee by registered letter to pay the freight and accessories and take delivery within a reasonable time to be fixed in the notice.

The carrier must at the same time notify the sender by registered letter.

If the consignee or the sender do not comply with the notice, the carrier can sell the goods by public auction.

619. — In the cases provided by Sections 617 and 618, if the goods are of a perishable nature, the carrier can sell them by public auction without notice.

620. — The carrier shall forthwith deduct from the nett proceeds of the public auction the freight, accessories and other monies due in connection with the contract of carriage and must deliver the surplus to the person entitled to it.

621. — If the goods were transported by several carriers, the last of them can exercise the rights described in Sections 616 to 620, for the amounts due to them all for freight and accessories.

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