

custody, with or without remuneration, and to return it to the depositor or to a third person.

658. — A contract of deposit is complete only on delivery of the property deposited.

659. — The depositary is bound to take as much care of the property deposited as a person of ordinary prudence would take of his own property.

660. — The depositary is not allowed, without the permission of the depositor, to use the property deposited or to let a third person have the use or custody of it.

661. — The depositary who acts contrary to any of the provisions of Section 660 becomes liable for any loss or damage caused even by *force majeure* to the property deposited, unless he proves that the property would have been lost or damaged even if he had not acted contrary to such provision[s].

662. — If a property is the subject of litigation, the parties to the case can agree, or the Court may order, that such property shall be deposited with one of the parties or with a third person.

custody, with or without remuneration, and to return it to the depositor or to a third person.

658.—A contract of deposit is complete only on delivery of the property deposited.

659.—The depositary is bound to take as much care of the property deposited as a person of ordinary prudence would take of his own property.

660.—The depositary is not allowed, without the permission of the depositor, to use the property deposited or to let a third person have the use or custody of it.

661.—The depositary who acts contrary to any of the provisions of Section 660 becomes liable for any loss or damage caused even by *force majeure* to the property deposited, unless he proves that the property would have been lost or damaged even if he had not acted contrary to such provision[s].

662.—If a property is the subject of litigation, the parties to the case can agree, or the Court may order, that such property shall be deposited with one of the parties or with a third person.

The depositary of such property can only return it to a person appointed for that purpose by the parties or by the Court.

663. — If a third person claims a right over the property deposited and enters an action against the depositary, or attaches the property, the depositary must forth with give notice thereof to the depositor.

After the depositary has been served with a writ at the suit of the claimant or after attachment, the depositary can only return the property on an order of the Court, or with the consent of the parties to the case.

664. — If a time for the return of the property deposited has been ~~fixed~~^{fixed}, the depositary cannot return the property before such time, except in case of unavoidable necessity.

See Illustration under Section 665.

665. — Although the parties have fixed a time for the return of the property deposited, the depositary must return it at any time on demand made by the depositor.

ILLUSTRATION (Sections 664 and 665). — A has handed to his friend B a box of jewels to be deposited in B's safe during six months.

B cannot oblige A to take the box back before the end of six months, except in case of unavoidable necessity, e. g. if B is suddenly obliged to leave Siam for good.

The depositary of such property can only return it to a person appointed for that purpose by the parties or by the Court.

663.—If a third person claims a right over the property deposited and enters an action against the depositary, or attaches the property, the depositary must forthwith give notice thereof to the depositor.

After the depositary has been served with a writ at the suit of the claimant or after attachment, the depositary can only return the property on an order of the Court, or with the consent of the parties to the case.

664.—If a time for the return of the property deposited has been ~~fixed~~^{fixed}, the depositary cannot return the property before such time, except in case of unavoidable necessity.

See Illustration under Section 665.

665.—Although the parties have fixed a time for the return of the property deposited, the depositary must return it at any time on demand made by the depositor.

ILLUSTRATION (Sections 664 and 665).—A has handed to his friend B a box of jewels to be deposited in B's safe during six months.

B cannot oblige A to take the box back before the end of six months, except in case of unavoidable necessity, e. g. if B is suddenly obliged to leave Siam for good.