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WIRAPONG PISANTANAWAT : CONTRACTS WITH WRITTEN EVIDENCE.

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This research is aimed at exploring problems caused by the provision concerning contracts with written evidence, prescribed in Specific Contract Book Three under the Civil and Commercial Code. The other purpose is to give guidelines to amend the provision. (Unlike Thai law, no such provision is found in foreign ones). Therefore, with regard to the provision, evidence is needed to verify that a contract is done. The provision has been used since 1928 without any amendment, and it is not in line with the legal act stipulation in Article 152. To make the law responsive to the global society and economy as well as to create equity among interested persons, the provision needs to be revised, such as insurance contracts. According to the Arbitration Act 1987, contracts lead to obligation only when there is written evidence, either with or without signatures of the party liable. Based on this act, evidence verification methods can be extended to correspond to modern technology, making the provision more flexible. For example, in the provision concerning sale contracts in paragraphs two and three of Article 456, more kinds of evidence are accepted such as depositing methods, part obligation performance, and business operation procedures.

To solve the problem that contracts are enforceable by action only when there is written evidence signed by the party liable, four solutions are proposed.

1. To be responsive to the business operation and changing technology, only some kinds of contracts, such as contracts of sale of movable property need written evidence.
2. More kinds of evidence should be allowed, for example, business operation procedures related to a specific contract.
3. The General Insurance Act 1992 and Life Insurance Act 1992 should be amended in terms of evidence needed in suing. For instance, there should be an exception part for paragraph one in Article 867 of Civil and Commercial Code.
4. The figures stipulated in paragraph three of Article 456 concerning sale contracts and those in Article 653 concerning loan agreements should be rectified.

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