

Presently, the right of hire of property is considered as a property. In accordance with the precedence of Supreme Court Decisions, the right of hire of property has been considered as "intuitu personae" because the lessee's qualification is considered essential, therefore, the lessor is dead, the agreement is consequently extinguish. But the researcher opiones that the right of hire of property will be "intuitu personae" upon the agreed intention of the parties. If the parties consider the lessee's qualification not essential, the right of hire of property will not be "intuitu personae" and consequently the lease agreement will not be extinguished when the lessee is dead, besides the said right can be seized by the lessee's judgement creditor. This agreement may be called "Commercial lease agreement"

The researcher is of opinion that the provisions of Civil and Commercial Code may not have enough protection for the lessee in the commercial lease agreement because the said principle from the Supreme Court Decisions mentioned above has been recognized and held like a legal principle under the Thai law. Therefore, the researcher proposes to have an agreed clause in the commercial lease agreement saying that "If the lessee is dead, the agreement shall not be extinguished and his right hereunder shall be transmited to his hires or successors". This agreed cluase is legally in force and binding upon the parties.

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