

## Abstract

According to technology, nowadays, the international trade can take place with more convenient and various ways including more convenient in communication as well. The international trade consists of three principal contracts which are 1) Contracts for The International Sales of Goods, 2) Contracts for The International Transport and 3) Uniform Rule for The International Collection. Each contract has different process particularly The Uniform Rule for The International Collection which has several methods such as Letter of Credit, Draft, Open Account and Advance Payment. However, the invulnerable process of collection either buyer or seller is Letter of Credit. In addition, after already clearing by Letter of Credit, another contract that mostly use in practice is Trust Receipt

The use of Letter of Credit and Trust Receipt plays a significant process of contract in Thailand for many recent years. However, it does not show any law or legal which is related to Letter of Credit and Trust Receipt. Particularly when it has a case, the use of various laws to judge may cause disagreement. This thesis focus only on Trust Receipt features and how to use it in particular ways. Hence, Thailand should have a law of Trust Receipt which enforces to use whether or not. If it should has a law, what characteristic of law which is suitable to use in efficiently by comparing with Law of the United States and Law of England which is the most classical of the International Trade.

The findings have found that Trust Receipt assures only the process of clearing through Letter of Credit of who request to open Letter of Credit by bank. According to payment by Letter Off through bank to the beneficiary, practically bank will hold goods following Letter of Credit in a pledge of creditor. When the person who asks to open Letter of Credit already pay following the rule, then bank will deliver goods to that person, but however, mostly the client who open Letter of Credit cannot pay until selling goods or operating other intentions . But if the bank already hand on goods to the client who open Letter of Credit to sell and then payment to the bank afterwards will be caused of highly risk. Due to transfer goods back to debtor will result in a law. Then, it

can end up a pledge of bank. Therefore, bank should make up contract which is Trust Receipt in order to protect the right above goods including guarantee for the bank. As a result, the original of Trust Receipt happened in practice, so that the suitable law which use to force must correspond with practically.

It can be seen that Trust Receipt has a particular characteristic which is different from other contracts in Thai Civil and Commercial Code. Hence, the law which will be adjusted for using with Trust Receipt should be separated extraordinarily. To be said in conclusion, Thailand should have the law of Trust Receipt enforcement. So, the parties can know obviously about their rights and duties following the contract and agreement of court judgment. For the way in Thai laws of the Trust Receipt, the author thinks that Trust Receipt have no international subcontract or regulation in international style such as UCP600 which is enforced with Letter of Credit. Thus, this contract billing should legislate harmoniously with the nature of Trust Receipt which arise from the process of seller. The laws enforcement should not conflict with the process of contract. It should provide convenient use and inform the parties about rights and duties more clearly by holding the way of Law of the United States and Law of England as the model for drafting and adjusting to Thai laws appropriately. Moreover, it should consider fairness and not conflict with peace and morality for majority of people.