

## Abstract

Nowadays, there is on the increase of the international business transactions by the agency who act as the middle man. When the lawsuits relating to the agency in the international sale of goods are occurred, each country will apply each internal law with such lawsuits. Each country has the different provisions pursuant to each legal system. This would make the business operators confuse and make the international business transactions operate without smoothly. The International Institute for the Unification of Private Law (UNIDROIT) then creates the legal provisions concerning the agency in the international sale of goods in which on the basis of equality and mutual benefit for complying with every nation. In addition, such provisions would comply with the United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG). Finally, such provisions are completely formed as Convention on Agency in the International Sale of Goods 1983 (the Convention).

It is important to consider that, to have the common provisions concerning agency in the international sale of goods in Thailand, whether Thailand should enter into this Convention as the state party. Even the provisions of this Convention would be formed to comply with CISG and most of scholars are of the view that Thailand should participate with the Convention as one of the state parties. If we, however, consider from the interests of being the state party in this Convention, Thailand should not be the state party of such Convention with three reasons are as follows:

1. Firstly, Thailand has already had the provisions about the agency which such provisions has the same principle as the provisions of the Convention, but shall differ in minor details. Moreover, the Thai agency law covers more elements of the contract. For instance, the provisions of the relations between the principal and the agent, and the authorization to the agent by the principal to do any transactions relating to the international sale of goods. In contrast, the Convention would govern only the provision about the agent who has authority to act on behalf of the principal to do contract of sale of goods. Therefore, it is unnecessary for

Thailand to enter into this Convention as the state party and be responsible to comply with the potential burden or obligation.

2. Secondly, the uses of the internal law shall be more appropriate with the lawsuits or cases occurred in Thailand than the uses of the Convention. In addition, it would not affect with the Thai sovereignty from using other laws to comply with the lawsuits or cases in our nation.

3. Thirdly, this Convention has not yet been accepted by all nations due to the fact that there are now only nine memberships. This Convention then has not come into force since it is required more nations to participate as stated in final provision of the Convention. Because the provisions of the Convention comprise of different systems of Common Law and Civil Law regarding the agency laws. Many nations may not be familiar with the different laws systems. In addition to the previous reasons, nine memberships of the Convention are not the importantly contracting states with Thailand. The opportunity for the Convention to apply in Thailand is not quite possible. Thailand will then not achieve its objectives to have the common provisions concerning the agency.

In conclusion, Thailand should still maintain the agency provisions concerning the international sale of goods in the Civil and Commercial Code. It is a good idea to wait for the new international law which more common, be acceptable and Thailand will be able to get the interests from being the state party of the new convention.