

2. He was entitled at any time to return the machine in good order and condition on paying all rent up to that time.

3. He might purchase the machine by paying its price valued Tics. 115/00 and in that case all rent paid by him should be deducted from that price.

Chin Lee made a first payment under this contract on the day he took out the machine, and disappeared.

On the 9th. of September 2456 when the Plaintiffs' manager went to collect the rent for the second month, he found the machine in the Defendant's shop: and on the latter refusing to hand it back, the present action was entered.

Then according to the Defendant's story, this machine, under circumstances which have not been cleared up, went in the possession of one Nai San an ex-officer in the Navy, who sold it to one Chin Chon, a tailor; and on the 23rd. of August 2456 the Defendant bought it from Chin Chon for Tes. 85/00 in presence of Chin Lin and Chin Fat.

The Foreign Causes Court found that the Defendant actually purchased the machine openly, for a fair price, from a person whom he had every reason to believe to be the true owner, and with no knowledge of the Plaintiffs'