

right upon it. They therefore dismissed the claim with costs and Tics. 15/00 as counsel's fee for the Defendant.

The Plaintiffs appealed.

The Bangkok Appeal Court confirmed the judgment of the first Court on the ground that the contract between the Plaintiffs and Chin Lee was in fact a contract of sale by instalments. The property in the machine had therefore passed to Chin Lee: and the Plaintiffs had no right to recover it from the Defendant!

The Plaintiffs now present Dika; one of the Judges of the Bangkok Appeal Court being of opinion that the matters decided in the case were of sufficient importance to justify their submission to this Court.

The Committee of the Dika Court has gone through the record.

With regard to the nature of the original contract between the Plaintiffs and Chin Lee, we do not share the view expressed by the Bangkok Appeal Court that that was a contract of sale at a price payable by instalments; because there was no obligation or agreement to purchase on the part of Chin Lee. The contract was one of hiring only, with an option to Chin Lee either to terminate it and return the machine at any time or to purchase. We hold therefore that under this