

delivered the movable property is a lessee, he may determine the contract by returning such movable at his own expense to the owner.

Cf. German law 16th. May 1894, art. 2,4.

On such determination, and with the reservation of liabilities which may have been incurred by the lessee, the owner shall return to him a sum not exceeding one half of the total amount in execution of the contract. Any contrary agreement is void.

ILLUSTRATION. - Suppose that, since the 1st. January 2467, A has paid say six times the monthly rent agreed, he is allowed, in the course of the seventh month, to determine the contract. If he does so, he shall return the fan to the Company and is of course liable for any loss or damages caused by his fault to the thing hired if any (Draft Book III s. 191).

The Company, who has received 60 baht; as rent from the beginning, will have to return 30 baht to A and can keep only 30 baht; no contrary agreement is valid (unless if the Company would agree that they shall keep less than 30 baht). In this calculation, it is admitted that the amount for the monthly rent as agreed between the parties understood to cover as a fact more than a rent