

b) as soon as the eleventh month has elapsed, that is to say from the 1st. December 2468, A has an option to buy or not the fan by payment of 10 baht; as a promisee (Draft Book III s. 297 to 298), he can do it or not; if he pays the price of 10 baht, he becomes the owner of the fan;

c) if A, as long as he is a lessee, sells the fan to another person, he commits the offence of criminal misappropriation (Penal Code s. 314); besides, the Company is entitled to determine the contract (Draft Book III s. 517, 520) since A has used the property hired for other purpose than those of the contract and A will be liable to the Company for the return of the fan or its value; if A would have pledged the fan to another person, the contract would be void under section 789 second paragraph;

d) as soon as A has paid the eleventh rent (or, if agreed that rents are paid in advance, as soon as the eleventh month of hire has elapsed), A is no longer a lessee; he becomes a possessor of the fan, with the benefit of a promise of sale (option); in this condition, he has notwithstanding no right to sell or pledge a thing which has not been delivered to him for the purpose of ownership; if he does so, he commits