

same effect as an option: that is to say A can be sued by L. Company in all these cases for the payment of the twelfth instalment (price); the third person ~~who~~ having acquired or received the fan has a good title.⁽¹⁾

(1) - After the English jurisprudence, "even where the property has not passed (to A), the so-called hirer, being really a purchaser, can give a good title to a purchaser or pledgee dealing with him in good faith and without notice of the rights of the original owner". From the illustrations above, it appears that this will not happen when A has disposed of the thing for a third person during the time when A was a pledgee; we are induced to admit that A then commits a criminal offence on account of the Siamese law up criminal misappropriation (Penal Code) and that the transfer made by A has no effect on account of the Siamese provisions concerning sale or pledge by a person who is not the owner of the thing sold, pledged, etc. Since we use to say that such transfers are void but that the transferee in good faith shall receive compensation (Civil Code s. 284, 285; Pledge s. 789; draft Book on Things s. 116, 117, 118). I remind that this position has been taken previously in this question, and is conform to the jurisprudence of the Dika Court in matter of pledges of things obtained through a criminal offence or the transferor of which had no right (what is the case of the hire-purchaser owing the time when he is only a lessee). As to any transfer or disposal of the thing during the time when A is no longer a lessee, but a possessor and promisee, his transferee shall have a good title, as a consequence of the option for purchase being made ipso facto by A disposing of the thing.