

rent as agreed between the parties understood to cover as a fact more than a rent and was increased in view of the contemplated sale of the thing.

II. -. Suppose that A has paid eleven times the monthly rent agreed. A is now a possessor with a right of option. A may return the thing to the Company and this would mean that he does not complete the sale. The Company would have been paid the rent due for eleven month hire (probably a higher rent than in case of a real hire) and is not frustrated. Moreover, as a fact, it would never be the interest of A not to complete the sale, since by the payment of a small sum of money (twelfth instalment) he will become definitively the owner of the thing.