

(price); the third person having acquired
or received the fan has a good title. ⁽¹⁾

II. - The Eastern Co. and A could
likewise agree that, at any time during

(1) From the illustrations, it appears that the third person has no good title when A has disposed of the thing for him during the time when A was a lessee; we have to admit that A then commits a criminal offence on account of the Siamese law on criminal mis-appropriation (Penal Code); and that the transfer made by A has no effect on account of the general 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 however 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 for transfers of this kind and is conform to the jurisprudence of the Dika Court in matter of pledge of things obtained through a criminal offence of the transferor of which had no right (what is the case of the hire-purchaser during 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. Cf. section 447 (4) of the Sale, where a similar provision is already found since in case of property sold by sample or on approval, the property is delivered to the would be buyer who, having really an option, is deemed to complete ipso facto, the sale if he disposes of the property or uses it otherwise than for the purpose of examining it (for instance by pledging or re-selling it).