

453. - Sale is a contract whereby a person, called the seller, transfers to another person, called the buyer, the ownership of property, and the buyer agrees to pay to the seller a price for it.

THE SALE OF PROPERTY BY A PERSON

456. - A sale of immovable property is void unless it is made in writing and registered by the competent official. The same rule applies to ships or vessels of six tons and over, to steam launches or motor boats of five tons and over, to floating houses and to beasts of burden.

An agreement to sell or to buy any of the aforesaid property, or a promise of sale of such property, is not enforceable by action unless there be some written evidence signed by the party liable or unless earnest money is paid given, or there is part performance.

The provisions of the foregoing paragraph shall apply to a contract of sale of movable property where the agreed price is five hundred baht or upwards.

453. - The ownership of the property sold is transferred from the seller to the buyer from the moment when the contract of sale is entered into.

460. - In case of sale of unascertained property, the ownership is

In case of sale of specific property, if the seller is bound to count, weigh, measure or do some other act or thing with reference to the property for the purpose of ascertaining the price, the ownership is not transferred to the buyer until such act or thing be done.

not transferred until the property has been numbered, counted, weighed, measured or selected, or its identity has been otherwise rendered certain.

464. - (Deleted and substituted by the following).

The costs of transportation of the property sold to a place other than the place of performance are to be borne by the buyer.

466. - In a sale of immovable property where the total area is specified and the seller delivers the property less or more than he contracted for, the buyer has the option either to reject or accept it and pay the proportionate price.

If the deficiency or excess does not exceed five per cent of the total area so specified, the buyer is bound to accept it and pay the proportionate price, provided that the buyer can rescind the contract if the deficiency or excess is such that had he known of it he would not have entered into the contract.

470. - When the buyer is in default, the seller who retains the property under