

ILLUSTRATION. — *A, a merchant in Bangkok, has two launches, an old one named N and a new one named X. B, who is living in Patriu, writes to A asking whether he can sell him one of his launches. A sends a telegram offering the launch N for 10,000 baht. In consequence of a clerical error committed at the telegraph office, the telegram delivered to B bears X instead of N. B answers by telegram: "Offer accepted." B's consent is defective.*

B can ratify the contract that is to say he can notify A that he agrees to buy the launch N for 10,000 baht and such ratification shall have a retrospective effect. But if before the ratification A has sold the launch N to C who bought it in good faith, the ratification of the contract between A and B cannot affect the rights of C, that is to say C shall remain the lawful owner of the launch N.

[PART] III. — OBJECT.

85. — A contract is void if its object is :

- 1) Impossible, or
- 2) Unlawful, or

3) Contrary to public policy or to the safety of persons or property.

ILLUSTRATION. — *I.—Impossible.* — *On the 15th. of April in the morning, A, the manager of a Navigation Co., agrees to hire to B the lighter N which is supposed to be then engaged in unloading a steamer in Koh Si Chang. It turns out afterwards that during the night of the 14th.*

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~~to the 15th.~~ of April the lighter was sunk. The object of the contract is impossible. The contract is void.

II. — Unlawful, ~~etc.~~ — A enters into a partnership with B for the purpose of smuggling opium into Siam. The object of the contract is unlawful. The contract is void.

86. — A contract which is void on account of its object does not become valid if the cause of invalidity ceases after the contract was made.

ILLUSTRATION. — A, a rice-miller in Bangkok, contracts to send every month a cargo of rice to B, a merchant in Hongkong, although the export of rice has been prohibited in Siam. The contract is void on account of its object being unlawful. Subsequently the export of rice is allowed. The contract does not become valid.

87. — A valid contract becomes void if, after it was made, its object becomes unlawful or contrary to public policy or to the safety of persons or property.

ILLUSTRATION. — A, a rice-miller in Bangkok, contracts to sell every month a cargo of rice to B, a merchant in Hongkong. After the contract has been carried out for several months the export of rice is prohibited in Siam. The export becoming unlawful, the contract between A and B becomes void.

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