

ILLUSTRATION. — I. — *A contracts to build a motor boat for B, the price to be paid on delivery of the motor boat. B takes possession of the motor boat, gives it on hire to C for 100 baht a month and does not pay the price. A has a preferential right over the motor boat for the payment of the price due to him. This right extends to the rent for the hire of the motor boat that is to say A is entitled to be paid in preference to other creditors out of the monies due by C to B for rent provided that A has an order of attachment of B's monies served on C. The preferential right extends then to the rent which remained due from C to B when the order of attachment was served on C and to the rent which may become due afterwards.*

If B has sold the motor boat to C, A is entitled to be paid in preference to other creditors out of the price due by C to B, provided that C has not paid the price before he receives the order of attachment.

If B has insured the motor boat and the motor boat is burnt by fire, A is entitled to be paid in preference to other creditors out of the compensation due by the underwriter, provided that the underwriter has not paid the compensation to B before he receives the order of attachment.

II. — *A has deposited to B a cycle, and B has spent 20 baht for the maintenance in good condition of the cycle. A has insured his cycle. The cycle is destroyed by accident while in the possession of B. B is entitled to be paid in preference to other creditors out of the compensation due by the underwriter to A, provided that the underwriter has not paid the compensation to A before he receives the order of attachment.*

329. — Any question, relating to special preferential rights on immovables, which is not covered by this

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Chapter II, shall be decided in accordance with the provisions concerning mortgage in so far as they are not contrary to or inconsistent with it.

CHAPTER III.

GENERAL PREFERENTIAL RIGHTS.

330. — A creditor in whose favour an obligation exists based upon any of the following grounds has a general preferential right over the whole of the property of the debtor :

- 1) Payment of funeral expenses.
- 2) Monies due to the State.
- 3) Hire of services.

331. — The preferential right arising out of the obligation based upon the payment of funeral expenses is for such reasonable expenses as have been incurred considering the station in life of the deceased, and is over the estate of the deceased.

332. — The preferential right arising out of the obligation based upon hire of services is for salary due by the employer to his employees for services performed during the current month and the two next preceding months; the amount is limited to three hundred ~~tiels~~**[baht]** for each employee.

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