

II. — *A advertises in the papers that he has a carriage for sale for 500 baht. B writes to A that he buys the carriage. On delivery B finds that the hood is in bad condition. A is not liable because if B had exercised such care as may be expected from a person of ordinary prudence he would have examined the carriage before buying it.*

III. — *A sells a pony to B. The pony is brought to B for delivery. It then appears that the pony is lame. B accepts the pony and takes delivery without making any reservation. A is not liable because the defect was apparent at the time of delivery and no reservation was made.*

410. — The liability for a defect is extinguished by prescription one year after the discovery of the defect.

411. — When the seller is liable for defects in the property sold, the buyer is entitled to withhold such part of the price as has not yet been paid to the seller provided that the seller may at any time apply to the Court for an order either:

1) Restricting the exercise of this right to such part of the price as the Court may deem sufficient to cover any restitution or compensation which may become due from the seller to the buyer, or

2) Ordering the buyer to pay the price on the seller giving security for ultimate restitution or compensation.

[Part] III. — LIABILITY FOR EVICTION.

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Part III.—LIABILITY FOR EVICTION.

412.—The seller is liable for the consequences of any disturbance caused to the peaceful possession of the

buyer by any person having over the property sold a right existing at the time of the sale or derived from the seller after that time.

ILLUSTRATION. — *A sells a house to B on the 1st. of August 2455. B takes possession of the house. On the 1st. of October 2455, C comes in and produces a lease executed before the proper official on the 1st of June 2455 by which A leases the house to C for the period extending from the 1st. of October 2455 to the 30th. of September 2456. C accordingly takes possession of the house for one year. A is liable to B for the consequences of such disturbance.*

413. — The seller is not liable for a disturbance caused by a person whose rights were known to the buyer at the time of the sale.

ILLUSTRATION. — *A sells a house to B on the 1st. of August 2455. B is aware that the house has been let by A to C for the period extending from October 2455 to September 2456. If C comes and takes possession of the house, B has no remedy against A because the rights of C were known to B at the time of the sale.*

414. — In any cases of disturbance where an action arises between the buyer and a third person, the buyer is entitled to summon the seller to appear in the action to be joint defendant or joint plaintiff with the buyer.

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