

ILLUSTRATION. — I. — *A is leasing a house from B. C is living in the house with A. C knows that the ground floor of the house is damp and that it cannot be used. A leaves the house and C leases it from B. B is not liable for the defective condition of the ground floor, because C knew of the defect at the time of the hire.*

II. — *A advertises in the papers that he has a carriage for hire at so much per month. B writes to A that he hires 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 hiring it.*

III. — *B hires a pony from A. 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.*

503. — If the defect is not such as would deprive the lessee of the use and profits of the property hired, and can be remedied by the lessor, the lessee must first notify the lessor to make it good. If the defect is not made good within a reasonable time, the lessee may determine the contract.

504. — If there is a deficiency in the area stipulated for in a lease of garden land or of a paddy field, the following rules shall apply:

In case of deficiency not exceeding twenty five per cent, the lessee is only entitled to a proportionate reduction of rent.

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In case of deficiency exceeding twenty five percent, the lessee has the option either to have the rent reduced proportionately, or to determine the contract.

505. — The liability for a defect is extinguished by prescription two years after the discovery of the defect provided that it shall always be extinguished six months after the extinction of the lease.

[Part] III. — LIABILITY FOR EVICTION.

506. — The lessor is liable for the consequences of any disturbance caused to the peaceful possession of the lessee by any person having a right over the property hired.

507. — The lessor is not liable for a disturbance caused by a person whose rights were known to the lessee at the time when the lease was made.

508. — In any case of disturbance where an action arises between the lessee and a third person, the lessee is entitled to summon the lessor to appear in the action to be joint defendant or joint plaintiff with the lessee.

509. — The lessor is also entitled, if he thinks proper, to intervene in the action in order to deny the claim of the third person.

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