dispose of the house otherwise than provided by the chapter of this Code concerning enforcement of mortgage.

II. — A has made a contract with B according to which it is agreed that A's house is sold to B with right of redemption for 3,000 baht, but that A will pay an interest of 1% per month on the 3,000 baht until he has reimbursed that price to B. It is obvious that this so-called sale with right of redemption is made by way of security for reimbursement of the price which is only lent to A. The contract entered into between A and B cannot therefore be considered as a contract of sale with right of redemption. But it cannot any more be considered as a contract of mortgage, as A is not remained in possession of the house. A and B have made a kind of contract which is not provided by law. In case of discussion, the Court shall ascertain whether the intention of the parties was to make a contract of loan with security or a contract of sale with right of redemption (see Section 24) and they shall accordingly issue such orders as may be necessary to set contract right or bring the parties within the scope of the law, e. g. if the parties intended to make a contract of loan with security, the Court shall order B to return to A the possession of the house, or if the parties intended to make a contract of sale with right of redemption, the Court shall cancel the clause of the contract providing for the payment of interest.

715. — Immovables of any kind can be mortgaged.

The following movables can also be mortgaged, provided they are registered according to law:

1) Ships or vessels having displacement of and over six tons, steam-launches or motor-boats having displacement of and over five tons.

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dispose of the house otherwise than provided by the chapter of this Code concerning enforcement of mortgage.

II.—A has made a contract with B according to which it is agreed that A's house is sold to B with right of redemption for 3000 baht, but that A will pay an interest of 1% per month on the 3000 baht until he has reimbursed that price to B. It is obvious that this so-called sale with right of redemption is made by way of security for reimbursement of the price which is only lent to A. The contract entered into between A and B cannot therefore be considered as a contract of sale with right of redemption. But it cannot any more be considered as a contract of mortgage, as A is not remained in possession of the house. A and B have made a kind of contract which is not provided by law. In case of discussion, the Court shall ascertain whether the intention of the parties was to make a contract of loan with security or a contract of sale with right of redemption (see Section 24) and they shall accordingly issue such orders as may be necessary to set contract right or bring the parties within the scope of the law, e. g. if the parties intended to make a contract of loan with security, the Court shall order B to return to A the possession of the house, or if the parties intended to make a contract of sale with right of redemption, the Court shall cancel the clause of the contract providing for the payment of interest.

715.—Immovables of any kind can be mortgaged.

The following movables can also be mortgaged, provided they are registered according to law :

1) Ships or vessels having displacement of and over six tons, steam-launches or motor-boats having displacement of and over five tons.

2) Floating houses.

3) Beasts of burden.

4) Any other movables for which the law shall provide registration to that effect.

716. — A property which is not transferable cannot be mortgaged.

717. — A contract of mortgage must specify the property mortgaged.

718. — No property can be mortgaged except by its present owner.

ILLUSTRATION. — I. — A is the present owner of a house in Bangkok. B is the only heir apparent of A and may, sooner or later, become the owner of that house. B cannot mortgage that house until, by the death of A, he has become the present owner of it.

II. — A is the present owner of a house in Bangkok. B is the guardian of A, and therefore the administrator of A's properties. B cannot mortgage that house on his own account. He can mortgage it on A's account subject to the provisions of the Book on Capacity of Persons (i. e. with the consent of the Court).

III. — On the 1st. of May 2456 A has made a contract with B whereby A gives to B the option to buy A's rubber plantation for 20,000 baht provided that B shall

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2) Floating houses.

3) Beasts of burden.

4) Any other movables for which the law shall provide registration to that effect.

716.—A property which is not transferable cannot be mortgaged.

717.—A contract of mortgage must specify the property mortgaged.

718.—No property can be mortgaged except by its present owner.

ILLUSTRATION.—I.—*A is the present owner of a house in Bangkok. B is the only heir apparent of A and may, sooner or later, become the owner of that house. B cannot mortgage that house until, by the death of A, he has become the present owner of it.*

II.—*A is the present owner of a house in Bangkok. B is the guardian of A, and therefore the administrator of A's properties. B cannot mortgage that house on his own account. He can mortgage it on A's account subject to the provisions of the Book on Capacity of Persons (i. e. with the consent of the Court).*

III.—*On the 1st. of May 2456 A has made a contract with B whereby A gives to B the option to buy A's rubber plantation for 20,000 baht provided that B shall*