

*new sheet of corrugated iron but at a higher price than that paid for those removed by A's agent, A shall have to pay the difference; if C is a contractor and has been unduly delayed by the mistake of A's agent in the performance of a contract so that he has been compelled to pay a penalty clause, A shall have to repay to C that penalty clause.*

*II. — A who wants to erect a landing-stage on the river in front of his compound cuts down some trees which he believes to be on his own land. In fact some of these trees were on B's land. When the mistake is detected, the trees have already been cut and used for the erection of the landing-stage. A has built his landing-stage with materials belonging to B. He shall not be compelled to pull down the landing-stage to return to B the wood belonging to the latter but he shall have to pay to B compensation for any injury suffered by B in consequence of A's mistake ; e.g. he shall have to pay to B the value of the trees cut on B's land.*

37. — If several movable things, belonging to different owners have been joined by the consent of such owners, and the union is such that the things can no more be severed from each other without injury or that the separation would entail excessive expense, the ownership of the composite thing belongs to the owner of the principal thing, provided he pays to the other person a compensation based on the value of the thing which belonged to such other person.

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of the composite thing in proportion to the respective value of the separate things at the time of union.

G. 947. J. 243, 244. S. 726, 727.

*Illustrations : — I. A and B agree to make an armchair out of teak wood belonging to A and wicker work belonging to B. When the armchair is finished both A and B claim the ownership of it. The teak wood as well as the wicker work can no more be separated without injury. As the teak wood is the principal thing the armchair belongs to A provided he pays to B the value of the wicker work.*

*II. — A and B who have both felled a few trees decide to use them to build a raft for fishing purposes. When the raft is made, both A and B claim the ownership of it. The logs of which the raft is made might still be severed from each other, but this would entail excessive expense and loss of all prospects of benefit for the fishing season. There is besides no distinction possible of principal and appurtenance. The raft will belong to A and B jointly, in proportion to the number of logs which each of them has supplied for its construction.*

38. — If two movable things, belonging to two different persons, have been united without the consent of one of such persons, the following rules shall apply:

- 1.—When the union is such as the two things can no longer be severed from each other, the person without whose consent the union was done shall become the owner of the new thing so created provided that if

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38.—If two movable things, belonging to two different persons, have been united without the consent of one of such persons, the following rules shall apply :

- 1.—When the union is such as the two things can no longer be severed from each other, the person without whose consent the union was done shall become the owner of the new thing so created provided that if

the other person was in good faith, the owner of the new thing pays to him the value of the thing which belonged to such other person.

- 2.—When the union is such as the two things can still be severed from each other, the person without whose consent the union was done is entitled to claim that the things be severed and that compensation be paid to him by the other person for any injury resulting therefrom.

*Illustration :* — If, in the case described in the first illustration under the foregoing section, A has acted without B's consent, B shall be considered as the owner of the armchair, but, if A was in good faith, i. e. if it is established that A believed that the wicker work belonging to B was his own property, B shall pay to A the value of the latter's teak wood used for the construction of the armchair.

39. — If a material has, without the consent of its owner, been turned into a new form by a workman, it remains the property of the said owner without regard to the possibility or impossibility to turn the thing into its old form again. If the workman was in good faith, he is entitled to claim compensation for his work; if he was in bad faith, he is not entitled to such compensation, and is liable to pay to the owner compensation for injury if any.

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