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- 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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F. 570, 571. J. 246. S. 726.

Illustrations :—I. A has sawn into planks some logs which belong to B and which the latter intended to use for erecting the framework of a shed. The planks shall be considered as B's property ; but, if A was in good faith and actually believed that the logs belonging to B were his own property, B shall pay compensation to A for the work done in sawing the logs. If, on the contrary, A was in bad faith, he shall receive from B no compensation for having sawn the logs and shall in addition be liable to B for any injury suffered by the latter in consequence of A's doings; e.g. if B was a contractor and had undertaken to build the shed for C within a fixed time under a penalty clause, A shall be liable to reimburse to B the amount of the penalty clause paid by the latter to C for having not fulfilled his contract in time by A's fault.

II. — A carves a log belonging to B. The carving gives to the log a value much higher than that of the wood. The Court may decide that A shall be considered as the owner of the log, provided that A pays to B the value of such log and, if he was in bad faith, compensation for any injury suffered by B through the loss of his log, e. g. if B was compelled to buy a new log at a higher price than that of the lost log, A shall reimburse to B the difference.

CHAPTER III.

ACQUISITION BY WAY OF OCCUPATION.

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