

124. — A possessor who has incurred expenses on account of the thing from the possession of which he is deprived is entitled to reimbursement according to the provisions concerning restitution of undue enrichment.

Can.411. S.939, 940.

125. — When the owner had transferred the thing to a person in execution of a contract which is afterwards cancelled as void, voidable or for any other reason, such cancellation gives only to the transferor a personal action against the transferee for return of the thing or compensation, but it does not give him the real action for recovery against any present possessor of the thing in good faith.

Cf. Obligations s.112, 113.

Illustration. — *A, being a minor, aged 18 years, and without a lawful representative, was the owner of a house in Bangkok the estimated value of which was 20,000 baht. A, wanting money quickly, for his amusement, sells the house to B for 15,000 baht. The contract is registered and the house delivered to B. But three years afterwards, when he has become of full age, A claims that the contract of sale is voidable because he had, at the time, no capacity to conclude it and the contract actually caused injury to him (Civil Code, Capacity of Persons s. 77). The contract is cancelled on that ground. A has a personal action against B for the return of the house or for compensation ; he has no real action for recovery either against B, or against C, D, X, transferee or subtransferees of B. That is to say:*

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