

13. A thing which does not belong to the seller may be validly sold without the consent of the owner.

Pothier, *Vente*, 7.

(Suggested amendment.)

The sale of a thing which does not belong to the seller is null, subject to the exceptions declared in the three next following articles. The buyer may recover damages of the seller, if he were ignorant that the thing did not belong to the latter.

1 Troplong, *Vente*, nos. 230, 231 et 236.—6 Marcadé, p. 208, on art. 1599.—Cadrès, pp. 196-7.—C. L. 2427.—C. C. Vaud, 1130.—C. N. 1599.

(Other suggested amendment if the preceding one be adopted.)

13a. The sale is valid if it be a commercial matter, or if the seller afterwards become owner of the thing.

Troplong, *Vente*, no. 236.—6 Marcadé, p. 208.—Cadrès, *loc. cit.*

13b. If a thing lost or stolen be bought in good faith in a fair or market, or at a public sale, or from a trader dealing in similar articles, the owner cannot reclaim it, without reimbursing to the purchaser the price he has paid for it.

C. N. 2280.—Lamoignon, *arr. tit. 21, art. 96*.—Pothier, Cheptels, nos. 45, 48, 50.—Troplong, *Vente*, no. 42.—Merlin, *Rép. vo. Vol.*, sec. 4, § 1, no. 2.—C. C. Vaud, 1682.—C. Title "Of Prescription," art. 119.

13c. If the thing lost or stolen be sold under the authority of law, it cannot be reclaimed.

C. S. L. C. c. 66.—C. L. 3474.

CHAPTER FOURTH.

OF THE OBLIGATIONS OF THE SELLER.

SECTION I.

GENERAL PROVISIONS.

14. The principal obligations of the seller are : 1. The delivery, and, 2. The warranty of the thing sold.

Pothier, *Vente*, 41, 42.—C. N. 1603.

SECTION II.

OF DELIVERY.

15. Delivery is the transfer of a thing sold into the power and possession of the buyer.

Domat, *liv. 1, tit. 2, sec. 2, no. 5*.—C. N. 1604.

16. The obligation of the seller to deliver an immoveable is satisfied by the buyer being placed in corporal possession of the thing, or by the delivery to him of the keys or of the titles to it, or by the consent of the seller, in view of the thing, that the buyer shall possess it, or by the acknowledgment of the seller that he holds the thing in the name of the buyer, or by the retention of the usufruct of it.

ff. L. 9, § 6, De acquir : rerum.—L. 21; L. 25, § 1, *De acquir : poss.*—L. 47, *De contr. empt.*—L. 1, *De periculo rei vend.*—Cod. L. 1; L. 28, *De donat.*—Pothier, *Vente*, 313, 314, 315.—Domat, *liv. 1, tit. 2, sec. 2, no. 7*.—C. N. 1605.