

## A Comparative Study and Review on the Good Faith Acquisition of Movables

*Hung-Hui Yang*\*

### Abstract

The rule of good faith acquisition of movables involves complicated trade-off of different factors. Therefore, the legislation has made a sophisticated balance between the protection of transaction security and the protection of ownership. And the balance model varies from country to country. The new provisions of Civil Law, to this institution, has added the element of “good faith and reckless” in order to let transferee take the responsibility for his recklessness in the course of the transaction. This adjustment not only preserves the flexibility in cases, but also makes us consider the related elements, such as the nature of movables, the way to merchandise, the price, the manner of transferor, the identity of transferor, the ordinary course of business and etc. This article will analyze the legislation in some countries, the phenomenon of departure of the movables ownership from possession, and the thriving commerce on the internet. Consequently, the institution of good faith acquisition of movables, besides the duty of care, should also take the element of transaction with value into consideration. And the institution, focusing on the transferor’s ability to let the transferee get the direct possession of the object, can become the foundation of the protection of trust. As far as the substitutive delivery is concerned, the good faith acquisition should happen only when the transferee gets the direct possession of movables. It could balance the benefits between the transferee and the owner.

**Keywords: good faith acquisition, good faith in transaction, transaction security, good faith, protection of trust**

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\* Assistant Professor, Department of Law, National Chung Cheng University; Ph. D., College of Law, National Chengchi University.  
E-mail: hhyang@ccu.edu.tw