

185. – As to claims between spouses prescription is not completed until one year after dissolution or marriage.

*(c/p old text 463; J. 159. par. 2; G. 204).*

186. – When prescription of a claim existing in favour of a person or against him at the time of his death would have expired within one year after the date of the death, the period of prescription shall be extended to one year after death.

*(c/p old text 437; J. 160; G. 207)*

187. – If at the time when the prescription would end, the creditor is prevented by force majeure from effecting an interruption ~~[.] of the prescription. T[t]he~~ prescription is not completed until thirty days after the time when such obstacle has ceased to exist.

*(J. 161; G. 203).*

188. – After the lapse of the period of prescription the debtor is entitled to refuse performance.

If any act of performance is done in satisfaction of a claim barred by prescription, the value of such performance may not be demanded back, even if the performance has been effected in ignorance of the prescription.

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The same rule applies to a contractual acknowledgement of liability and to the giving of security by the debtor.

(G. 222).

189. – The barring of the claim by prescription does not prevent a mortgagee, a pledgee or a creditor who has preferential right on property detained by him, to enforce his right out of the mortgaged, pledged or detained property. But in exercising this right the creditor cannot obtain more than five years for arrears of interest.

(c/p old text 434; G. 223; See also G. 704, 559, 560

Sch. p. 133; พ.ร.บ. รักษ. & ปันไร้ง จ.อ. ๑๒๓๐)

190. – With the principal claim the claims for accessory acts of performance dependent upon it are also barred by prescription, even if the particular prescription applying to the accessory claim is not yet complete.

(G. 224).

191. – The periods of prescription fixed by law cannot be extended or reduced.

(S.O. 129; Plan. Vol. II No. 648; old text 427)

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