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

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

186. – When presciption 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 presciption shall be extended to one year after death.

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

187. – If at the time when the presciption 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 abstacle has ceased to exist.

(J. 161; G. 203).

188. – After the laps of the period of presciption 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 persormance may not be demanded back, even if the performance has been effected in ignorance of the presciption. prescription is not completed until one year after dissolution of marriage.

(op dd lint 463; J. 159: par. 2; & 204:

136. - 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) old text 439; 7.160; G. 207)

187. - If at the time when the prescription would end, the creditor is prevented by force majoure from effecting an interruption, of the prescription. The prescription is not completed until thirty days after the time when such obstacle has consed to exist.

(J. 161; G. 203).

188. - After the lapse of the period of prescription the dobter is ontitled 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 domanded back, even if the performance has been effected in ignorance of the prescription.

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 presciption 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 arroars of interest.

(c/p old text 434; G. 223; See also G. 704, 559, 560 Sch. p. 133; พ.ร.บ. รัช. ๕ ปีมะโรง จล. 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 presciption fixed by law cannot be extended or reduced.

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

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(of statest 434; G. 223; su also G. 404, 267. 560

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).

101. - The periods of prescription fixed by law comest be extended or reduced.

(.C. 129; Blan. Vel. II No. 644; Old text 429)

ดาวนโหลดจากระบบ TUDC โดย Shiori Tamura หมดอายุ 16/02/2563