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II. — A, B and C are joint creditors of D for a sum of 1500 baht. D makes to A a part payment of 1000 baht. B and C cannot afterwards claim from D more than 500 baht, because the payment of 1000 baht made to A is equivalent to a payment made to A, B and C.

168[169]. — A deposit made for the benefit of, or a tender made to, one of the joint creditors is equivalent to a deposit made for the benefit of, or to a tender made to, all the joint creditors.

ILLUSTRATION. — A, B and C are joint creditors of D for a sum of money. On the debt becoming due, D tenders the money to A. Although the tender was made to A alone, it is equivalent to a tender made to A, B and C.

169[170]. — If the debtor can set off an obligation against one of the joint creditors, he can set it off against all the joint creditors.

ILLUSTRATION. — A, B and C are joint creditors of D for a sum of 1500 baht. A owes 1000 baht to D. C demands payment from D. D can set off against C the debt owed by A. He has to pay the balance only, viz. 500 baht.

170[171]. — When an interruption of prescription is made

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by one of the joint creditors the prescription is interrupted in favour of all the joint creditors.

ILLUSTRATION. — In the year 2440 A, B and C sell jointly a house to D and deliver it. D fails to pay the price. According to law, an action for payment of the price cannot be entered later than 10 years after the date of the sale. In the year 2445 A enters an action for payment against D. Judgment is given for A and A obtains in execution part payment of the price. In the year 2452 B claims for the balance of the price. D cannot object that the rights of B are extinguished by the 10 years prescription, because the interruption of prescription resulting from the entry of an action by A in the year 2445 avails in favour of all the joint creditors.

~~171. — An admission under oath or a refusal to take an oath made on the demand of the debtor or of one of the joint creditors takes effect in favour of, or against, all joint creditors.~~

~~*ILLUSTRATION.* — A, B and C pretend to be joint creditors of D for money borrowed. A enters an action for payment against D. No clear evidence of the debt is produced. A declares that he will be satisfied if A swears that he does not owe the money claimed. D swears. If B subsequently demands payment of the money from D, D can avail himself of the oath taken by him in the action entered by A, even should B produce clear evidence of the debt.~~

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