

jointly a house from D. The house is delivered, but A, B and C fail to pay the price. The action for payment cannot be entered later than ten years after the date of the sale. In the year 2445 D enters an action against A. Judgment is given for D and D obtains in execution part payment of the price. In the year 2452 D claims the balance from B and C. B and C cannot object that the rights of D are extinguished by the ten years prescription because the interruption of prescription resulting from the entry of an action by D against A in the year 2445 operates against all the joint debtors.

184. — When prescription is completed in favour of one **[of the]** joint debtors, it is completed in favour of all the joint debtors.

ILLUSTRATION. — A, B and C are joint debtors of D for a sum of money which falls due on the 1st. of January 2455 and the payment of which is subject to the one year prescription. On the 1st. of January 2455, D grants to A a three months extension of time. Therefore the one year prescription would run for B and C from the 1st. of January 2455 and for A from the 1st. of April 2456. The money is not repaid. On the 15th. of January 2456, D enters an action for payment against A, B and C. The rights of D against B and C are extinguished by prescription. The prescription is deemed therefore to be also completed in favour of A. The whole claim of D against A, B and C must fail.

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~~the joint debtors takes effect in favour of, or against, all the joint debtors.~~

~~ILLUSTRATION.— D pretends that A, B and C are joint debtors for 1000 baht. D enters an action for payment against A. No clear evidence of the debt is produced. D declares that he will be satisfied if A swears that he does not owe the money claimed. A swears. If D subsequently demands payment from B, or C each of them can avail himself of the oath taken by A in the action between D and A, even should clear evidence of the debt produced against them.~~

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186[185]. — When one of the joint debtors is in default the other joint debtors are also in default.

ILLUSTRATION. — A, B and C are joint debtors of D for a sum of money. On the debt becoming due, D demands payment from A. If A does not pay, A, B and C are in default as debtors.

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