

*See Illustration under Section 215.*

215. — The transferee can notify the creditor in writing to state within a reasonable time, to be fixed in such notice, whether he agrees to the transfer or not.

If the creditor fails to comply with the notice, he is presumed not to have agreed to the transfer.

*ILLUSTRATION (Sections 214 and 215). — A is the creditor of B for a sum of 1500 baht. On the 1st. of April 2454 B transfers to C his liability, that is to say C agrees that he will be the debtor of A in place of B. Unless A agrees to the transfer, it is of no effect as against him, and he can claim payment from B.*

*But C can, say on the 10th of April 2454, notify A in writing to state within say one month from date whether he agrees to the transfer or not. If A answers within that time that he agrees to the transfer, then C is substituted for B as the debtor of A. If A answers that he does not agree to the transfer, or if he does not make any answer within the time fixed in the notice, B remains liable to A as a debtor.*

216. — The transferee can set up against the creditor any defence which the transferor had against such creditor at the time when the creditor agreed to the transfer, except in the case provided by section 355 concerning set off.

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