

See Illustration under Section 221.

221. — If it is agreed in a contract that a party shall make a prestation to a third person, the parties to such a contract cannot modify it after the third person has notified in writing to the debtor his intention to take the benefit of the contract.

ILLUSTRATION (Sections 220 and 221). — In the year 2453 A has made a gift to B of a house on the condition that C shall be allowed to live in it during the year 2455. A is entitled to claim from B that the house be put at the disposal of C during the agreed time. C is also entitled to require B to put the house at his disposal. As long as C has not notified B that he intends to take advantage of the clause which concerns him, A and B can by mutual consent modify or revoke such clause. After C has notified B in writing that he intends to take advantage of the clause, A and B cannot modify or revoke it without C's consent.

TITLE II. RIGHTS OF THE CREDITOR.

222. — The creditor of an obligation is entitled to have it performed in the way provided by the obligation or by law.

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222.—The creditor of an obligation is entitled to have it performed in the way provided by the obligation or by law.

He is entitled to receive compensation from the debtor for any injury resulting from non-performance except when the law otherwise provides.

CHAPTER I. PERFORMANCE.

[Part] I. — WHO MAY PERFORM.

223. — The obligation must be performed by the debtor, but a third person also can perform it if its nature admits of such performance, provided that a person who has no interest in the performance cannot make performance against the will of the debtor.

ILLUSTRATION. — I. — *A has sold a cargo of rice to B for 10,000 baht. C is not a party to the contract and has no interest in the payment of the price. C may pay the price to A provided it be not against the will of B.*

II. — *A agrees to paint a picture for B. The nature of the obligation does not admit of such painting being made by C.*

III. — *A has contracted to build a house for B. A buys timber from C for building the house, but he has no money to pay it and cannot therefore obtain delivery of it. B has an interest in the payment of the price of the timber, because the payment will enable A to take delivery of the timber and to build the house. B can pay the price even against the will of A.*

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