

224. — A third person who has performed an obligation otherwise than as a gift to the debtor is entitled to compensation from the debtor according to the provisions of this Code concerning undue enrichment.

The debtor can set up against such third person any defences which he would have had against the original creditor.

ILLUSTRATION. — *A has sold a cargo of rice to B for 10,000 baht. Ca third person, pays the price to A. C is entitled to receive from B 10,000 baht. But if it appears that C intended to make a gift to B, C is not entitled to reimbursement.*

If at the time when C made the payment the right of A to claim the price of 10,000 baht was extinguished by prescription and C claims reimbursement from B, B can refuse reimbursement on the ground that the right of A was extinguished by prescription.

[Part] II. — WHO IS ENTITLED TO RECEIVE PERFORMANCE.

225. — The right of receiving performance of an obligation belongs to the creditor.

226. — Performance made to a person not entitled to receive it is valid :

- 1) If the creditor ratifies such performance, or
- 2) If the creditor is enriched by such performance.

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Part II. — WHO IS ENTITLED TO RECEIVE PERFORMANCE.

225.—The right of receiving performance of an obligation belongs to the creditor.

226.—Performance made to a person not entitled to receive it is valid :

- 1) If the creditor ratifies such performance, or
- 2) If the creditor is enriched by such performance.

In the case provided under subsection 2, performance is valid only to the extent to which the creditor is enriched thereby.

ILLUSTRATION. — *A is the debtor of B for 1000 baht. A pays the 1000 baht to C who is not entitled to receive performance. C delivers the money to B. The whole performance is valid because B was enriched by it up to the amount of the whole obligation.*

If C delivers only 800 baht to B, the performance is valid only to the extent to which B was enriched by it. that is to say up to an amount of 800 baht.

227. — Performance made in good faith to the person who produces the document embodying the obligation or a receipt for performance is valid unless the person making performance knew that such person was not entitled to receive performance, or would have known of it if he had exercised such care as may be expected from a person of ordinary, prudence.

ILLUSTRATION. — *I. — A has subscribed a promissory note to bearer. On the note falling due, it is presented to A by B, a merchant. A makes payment to B. The payment is valid.*

II. — A has bought goods from the firm B. C, a bill collector of the firm B, comes to A and asks for payment of the goods by producing a receipt signed by the firm B. A pays. The payment is valid.

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