

II. — *A buys a pony from B. A and B are living at Samsen. The pony is in a stable at Hua Lampong. Nothing is provided by the contract of sale or by law as to where the pony must be delivered. There is no custom in Bangkok as to the place of delivery of ponies sold. A is bound to take delivery and B is bound to make delivery of the pony at the place where the pony was when the contract was made, that is to say at the stable at Hua Lampong.*

If nothing is provided by the contract of sale or by law as to where the price must be paid, and there is no custom on the matter, the payment must be made at A's residence.

[Part] V. — TIME OF PERFORMANCE.

248. — Performance must be made at such time as is provided by the obligation or by law.

249. — In the absence of any provision in the obligation and in the law, the time of performance shall be governed by custom.

If there is no custom, performance must be made without delay.

250. — Reciprocal prestations must be made in such order as is provided by the obligation or by law.

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ILLUSTRATION. — I. — *A sends goods to B through C, a carrier. The freight and accessories are to be paid by B. Under this Code C is entitled to retain the goods as long as the freight and accessories are not paid. The reciprocal obligation (payment of freight and delivery of goods) must be performed in the order provided by law, that is to say C is not bound to deliver the goods until B has paid the freight.*

II. — *B, a banker, agrees to advance money to A on condition that A gives a security for it. The banker is not bound to advance money until security is given, for the nature of the contract requires that the banker should have security before he advances money.*

[Part] VI. — APPROPRIATION.

251. — When a debtor is bound by several obligations to one creditor, and a prestation made as performance is not sufficient to satisfy all these obligations, such prestation must be appropriated.

252. — The person performing can, at the time of performance, designate the obligation to which the prestation shall be appropriated.

ILLUSTRATION. — *A owes B 200 baht for house rent*

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