

263. — In case of cancellation the parties must be replaced in the ^{at the time when} same position as they were ^{before} ~~before~~ [at the time when] the contract was made.

See Illustration under Section 270.

264. — If the creditor accepts part performance of the obligation, the reciprocal prestation, if any, must be reduced in proportion.

The creditor can also claim compensation, except in the cases provided by Part IV of this Chapter.

ILLUSTRATION. — A contracts to supply B with 200 boat loads of bricks, to be delivered within one month, for 1000 baht. A delivers only 10 boat loads. The contract is not performed. B can claim cancellation of it, that is to say he can refuse to keep the 10 boat loads delivered to him and to pay the agreed price. But he can also keep the 10 boat loads of bricks and reduce in proportion the reciprocal prestation, that is to say he can pay only a proportionate part of the price.

If the non-performance of the contract has caused injury to B and was not due to force majeure, B can claim compensation.

[Part] III. — SPECIFIC PERFORMANCE.

265. — The Court may in its discretion order specific performance of an obligation whenever such performance is possible and desirable.

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