

[Part] IV. — COMPENSATION.

270. — If performance has been delayed or made possible by force majeure, the creditor is not entitled compensation for the consequences of such delay or in possibility.

ILLUSTRATION. — I. — A, a merchant in Bangkok, sells goods to B, a merchant in Chiangmai. It is agreed that the goods shall be delivered in Chiangmai on a certain day. A sends the goods in due time, but owing to unusual floods the goods arrive after the agreed time. B is not entitled to compensation for the injury resulting from the delay.

II. — A sells his pony to B. It is agreed that the pony shall be delivered to B one week only after the sale. A is not in default unless one week has elapsed from the day of this agreement (Section 262 2). During the week, that is to say before the time for delivery, has come, the pony is killed by accident. B has no right to claim cancellation of the contract or to recover the price, if he has paid it, and he has no right to claim compensation for non-performance.]

III. — In May 2445 A orders a "Meteor" motor car from B who is the agent of the firm "Meteor" in Bangkok. The car is to be delivered in October. B sends the order to the "Meteor" Company and the car is shipped in due time. During voyage the ship is wrecked and the car is lost. B cannot deliver the car in due time. A has the right to claim cancellation of the contract (Section 262 § 2) and to recover such part of the price as he may have paid in advance (Section 263), but he is not entitled to compensation for the injury which he may have suffered in consequence of the delay.

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[TEXT UNDER TAG]

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