

*If A claims for specific performance, B must order a new car from the "Meteor" Company and deliver it to A. But A is not entitled to compensation for the delay.*

ILLUSTRATION (Sections 262, 263, 265 and 270).

I. — Non-performance of an obligation.

*A makes a will bequeathing all his property to B on condition that B shall deliver a house to C. Afterwards A dies.*

*a) If B refuses to deliver the house to C, C may claim for specific performance, that is to say for an order of the Court enjoining B to deliver the house. (Sections 262, 265). If the delay in delivery has caused injury to C, B will also be ordered to pay compensation to C for such injury.*

*b) If the house has been destroyed by floods before A dies, C is not entitled to claim compensation because performance has become impossible by force majeure. (Section 270).*

*c) If the house is destroyed before delivery by a fire caused by the negligence of B, C is entitled to claim compensation from B because the non-performance is due to the fault of B. (Section 270).*

II. — Non-performance of a contract.

*On the 1st. of April 2455 B agrees to lease a house from A at a monthly rent of 100 baht : the said lease to come into force and the premises to be entered on the 1st. of June 2455. On signing the contract B pays in advance the rent for June.*

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