

1) On the 1st. of June, A refuses to deliver to B the keys of the house and to let him enter the premises. B then has an option between the following remedies :

a) B may claim specific performance, that is to say an order of the Court enjoining A to deliver the house to him or a decree authorizing B to forcibly enter the premises. B may also claim from A compensation for any injury caused by the delay in delivery.

b) Instead of claiming for specific performance, B may allow the contract to remain unperformed and claim only compensation for non-performance, that is to say for any injury caused to B by A's refusal to perform the obligation arising out of the lease.

c) B may also claim cancellation of the lease, with restitution of the 100 baht paid in advance (Section 263), together with compensation for any injury caused to B by the cancellation and the delay.

2) Some time in May, the house is destroyed by floods. B can only claim cancellation of the lease and restitution of the 100 baht paid in advance. He cannot claim specific performance, because specific performance is impossible. Neither can he claim compensation of any kind, because the impossibility of performance is due to force majeure.

3) Some time in May the house is destroyed by a fire due to the negligence of A. B cannot claim specific performance because the performance is impossible. But since the impossibility is due to the fault of A, B is entitled to claim either:

a) Compensation only, that is to say compensation for any injury caused to him by the non performance, or

1) On the 1st. of June, A refuses to deliver to B the keys of the house and to let him enter the premises. B then has an option between the following remedies :

a) B may claim specific performance, that is to say an order of the Court enjoining A to deliver the house to him or a decree authorizing B to forcibly enter the premises. B may also claim from A compensation for any injury caused by the delay in delivery.

b) Instead of claiming for specific performance, B may allow the contract to remain unperformed and claim only compensation for non-performance, that is to say for any injury caused to B by A's refusal to perform the obligation arising out of the lease.

c) B may also claim cancellation of the lease, with restitution of the 100 baht paid in advance (Section 263), together with compensation for any injury caused to B by the cancellation and the delay.

2) Some time in May, the house is destroyed by floods. B can only claim cancellation of the lease and restitution of the 100 baht paid in advance. He cannot claim specific performance, because specific performance is impossible. Neither can he claim compensation of any kind, because the impossibility of performance is due to force majeure.

3). Some time in May the house is destroyed by a fire due to the negligence of A. B cannot claim specific performance because the performance is impossible. But since the impossibility is due to the fault of A, B is entitled to claim either:

a) Compensation only, that is to say compensation for any injury caused to him by the non performance, or