

*with 10 elephants for dragging. B delivers only 5 elephants. On the 1st. of August part only of the logs were dragged to the river. A has not performed the contract, but, since non-performance is partly due to the fault of B, the Court may reduce the amount of compensation due by A to B or even grant no compensation at all.*

275. — If the obligation was to pay a sum of money. the Court shall, as a rule, grant interest as compensation.

Should the injury and loss of benefit exceed the sum allowed as interest, the Court shall grant compensation for the surplus.

ILLUSTRATION. — I. — *A sells to B a house for 20,000 baht, delivery of the house to be made on the 1st. of May 2455, price to be paid one half on delivery and one half one month after delivery. On the 1st. of May the house is delivered and 10,000 baht are paid. But the remaining 10,000 baht are not paid at the agreed time. A enters an action against B for payment of price and compensation. The Court may give judgment ordering B to pay to A 10,000 baht plus interest at 7½% per annum (Section 23) from the 1st. of June 2455 up to date of payment.*

II. — *A enters into a timber contract with B and has to pay a sum of 10,000 baht to B on the 1st. of June 2455 in execution of this contract. In order to procure the money A, in the month of April, mortgages a piece of land to C for 10,000 baht. It is agreed that the money shall be paid direct by C to B on behalf of A on the 1st. of June and C is aware of the nature of the contract entered into between A and B. C fails to pay the money on the 1st. of June, whereupon A has to pay heavy damages to B and loses the benefit which he could expect from the timber*

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II.—*A enters into a timber contract with B and has to pay a sum of 10,000 baht to B on the 1st. of June 2455 in execution of this contract. In order to procure the money A, in the month of April, mortgages a piece of land to C for 10,000 baht. It is agreed that the money shall be paid direct by C to B on behalf of A on the 1st. of June and C is aware of the nature of the contract entered into between A and B. C fails to pay the money on the 1st. of June, whereupon A has to pay heavy damages to B and loses the benefit which he could expect from the timber*