

ผนวก ก.

ตัวบทกฎหมายกรณีเจ้าหน้าที่ผิดนัดตามประมวลกฎหมายแพ่งเยอรมัน (BGB)

The German Civil Code Book 2: Law of Obligations enacted on 1 January 1900

Article 296 " If a time according to the calendar is fixed for the act to be done by the creditor, tender is required only if the creditor does the act in due time. The same rule applies if notice is required to precede the act, and the time for the act is fixed in such manner that it may be reckoned by the calendar from the time of notice."

Article 297 " A creditor is not in default if the debtor is not in a position to effect the performance at the time of tender, or, in the case provided for by 296, at the time fixed for the act of the creditor."

Article 298 " If the debtor is bound to perform his part only upon counter-performance by the creditor, the creditor is in default if though prepared to accept the performance tendered, he does not offer the required counter- performance."

Article 299 " If the time of performance is not fixed , or if the debtor is entitled to perform before the fixed time, the creditor is not in default by reasons of the fact that he is temporarily prevented from accepting the tendered performance, unless the debtor has given him notice of his intended performance, unless the debtor has given notice of his intended performance a reasonable time before-hand."

Article 300 (1) " During the default of a creditor his debtor is responsible only for willful default and gross negligence.

(2) If a thing designated only by species is owed, the risk passes to the creditor from moment at which he is first in default by not accepting the thing tendered."

Article 301 " Upon an interest-bearing money debt the debtor does not have to pay interest during the default of a creditor."

Article 302" If a debtor has to hand over the emoluments of an object or to make compensation for them, his liability during the default of the creditor is limited to the emoluments which he actually draws"

Article 303 If the debtor is obliged to deliver the possession of a piece of land or a registered ship or a ship under construction, he may abandon its possession after the occurrence of the creditor default. The creditor must be previously warned of the relinquishment, unless the warning is impracticable

Article 304 " The debtor may, in case of the default of the creditor, demand compensation for the excess of outlay which he has been obliged to incur for the ineffective tender as well as for the custody and preservation of the object owed