



Bachelor of Laws Program in Business Law (International Program)
 Faculty of Law, Thammasat University
 Semester 1, Academic Year 2015
 20 December 2015

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 Instructor: Dr. Junavit Chalidabhongse

LB 236 Specific Contracts

Question 1 Please answer questions (a) and (b) as follows.

(a) Mr. P borrowed 1,000,000 baht from Mr. Q with the loan interest at the rate of 12 percent per year. They both also agreed to calculate compound interest by adding the interest to the capital every month. The due date to pay both capital and interest was set to be 3 months from the date of making contract. All contents of the agreement were put in a written contract with signatures of Mr. P and Mr. Q. However, there was no signature of any witness in the contract.

Please answer the following questions.

(a.1) At the due time, Mr. Q demanded Mr. P to pay the capital of 1,000,000 baht and the interest of 30,301 baht which is calculated based on the agreement of compound interest. However, Mr. P refused to pay the whole interest by arguing that the part of agreement on interest is not valid. Mr. P also refused to pay the capital of 1,000,000 baht by arguing that it is not enforceable because the written evidence has no signature of any witness which does not comply with the law. Please advise Mr. P about the payment of capital and interest. (Note: You are not required to make any calculation in numbers.)

(a.2) The fact is changed from (a.1) to be as follows. One month before the due date, Mr. P transferred 200,000 baht to Mr. Q's bank account and paid 100,000 baht in cash to Mr. Q. Both payments were done as partial payments for the capital part of the loan. Mr. P also wrote a note with his signature describing the above two payments in detail in order to use it as written evidence for the proof of payment. At the due time, Mr. Q demanded Mr. P to pay the whole capital of 1,000,000 baht. Can Mr. P use such a note as the proof of payment and pay only 700,000 baht for the capital?

(b) Mr. K wanted to borrow 30,000 baht from Mr. M. Mr. M agreed to give Mr. K a loan, but told Mr. K to come back tomorrow to receive money. On the next day, Mr. M changed his mind and did not give any money to Mr. K. Because Mr. M knew that Mr. K planned to use the money to buy a camera, Mr. M gave a camera with the market price of 25,000 baht to Mr. K and allowed Mr. K to use the camera for free of charge with the

/ agreement to return

agreement to return the same camera six months from now. One month before the due date, Mr. K let Mr. R, his friend, have the use of the camera. When Mr. M knew about it, Mr. M demanded Mr. K to give the camera back immediately, but Mr. K refused by arguing that the loan time is not due and even when the time is due, he has to pay 25,000 baht to Mr. M because this is a loan of money contract which the borrower accepts goods instead of money. Please advise Mr. K what he has to return to Mr. M. and when.

(15 points)

Question 2 On 1 June 2013, Mr. G hired Mr. H to paint his house for the remuneration of 20,000 baht. Mr. H agreed to supply materials for the entire work and finish the whole painting on 10 June 2013. Please answer the following questions.

(a) On 6 June 2013, Mr. G noticed that only 20 percent of the painting had been done. If Mr. G wanted to have the work continued by the third person or to terminate the contract immediately without waiting for the delivery time, does Mr. G have such rights? Please advise Mr. G.

(b) The fact is changed from (a) to be as follows. After having made the contract on 1 June 2013, Mr. G traveled to another country. When Mr. G came back on 10 June 2013, Mr. H had not finished the painting. Because of the delay, Mr. G could not stay in the house as planned and had to find a hotel room to stay, which caused him 8,000 baht. On 17 June 2013, Mr. H finished and delivered the painting work. Mr. G inspected the work and did not see any defect. Mr. G then accepted the work and paid the whole remuneration to Mr. H.

On 20 May 2014, Mr. G saw several cracks on the painting due to bad-quality paint materials, which impaired the use of the house in normal condition. Mr. G claimed that Mr. H is liable for such cracks and must make a repair. However, Mr. H refused to do so by arguing that Mr. G had already accepted the work and he did not know about bad-quality paint materials because he bought the materials just like he usually did in previous jobs.

On 26 May 2015, Mr. G wanted to make a lawsuit against Mr. H claiming that Mr. H is liable for the delay of the work, which caused Mr. G 8,000 baht for the hotel room expenses, and also liable for the cracks on the painting. Please advise Mr. G concerning the lawsuit and his claims for Mr. H's liabilities.

(15 points)

Question 3 Please answer questions (a) and (b) as follows.

(a) Mr. A verbally appointed Mr. B to be his agent to buy a camera from Mr. C and bring it back to him by 31 July 2015. Mr. A also verbally agreed to pay the remuneration of 1,000 baht to Mr. B when he finished the work by delivering the camera to Mr. A. Mr. A thought that he could pay for the camera later and therefore did not give Mr. B any money in advance. Later, Mr. B found out that Mr. C would not sell the camera unless he had received the earnest of 1,500 baht. Mr. B could not contact Mr. A and because of the

/ deadline on



Bachelor of Laws Program in Business Laws (International Program)

Faculty of Law, Thammasat University

1st Semester, 2015 Academic year

9th December, 2015

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Instructors : Dr. Lasse Schuldt

LB 250 Introduction to Public Law

Exam time: 3 hours

This is a closed-book-exam. No additional material is allowed during the exam.

The exam questions will be valued in accordance with the percentages indicated in brackets.

1. *"Without proper procedural rules, justice cannot be achieved."* Please comment on that statement. Make sure to support your answer with examples for important administrative procedural principles. (10%)

2. The annulment of administrative acts by administrative authorities involves the consideration of various – partly conflicting – issues. What needs to be considered? Please differentiate between withdrawal and revocation decisions. (10%)

3. Last year, a British couple was killed on a beach of the island Koh Tao. Two Burmese migrant workers were subsequently detained and accused of having committed the crime. Khun A is a Burmese citizen who legally works and resides on Koh Tao. On a Sunday afternoon, he decides to go to the beach. As he approaches the beach, two policemen stop him and ask him for his passport. After Khun A has presented his Burmese passport, the policemen ban him from entering the beach.

a) Is the police order an administrative act? (3%)

b) Is the police order legal? (3%)

Applicable law:

"In case of a serious threat to public safety the police can restrict the access to public spaces."

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c) Modified facts:

Khun A is carrying a knife under his shirt. He has a criminal record of three armed robberies. Aware of these facts, the policemen immediately push Khun A to the ground, handcuff him and bring him to the next police station for further interrogation.

With regard to the modified facts, is the police order legal? (4%)

Rules :

1. The examination starts at 13.00 and finishes at 16.00 hrs.
2. Do NOT write your name or identify yourself in the answer sheet.
3. You must NOT bring any document or materials including clean sheets into the examination room. Failure to observe these will be deemed cheating and lead to disciplinary action.