

not transferred until the property has been numbered, counted, weighed, measured or selected, or its identity has been otherwise rendered certain.

464. - (Deleted and substituted by the following).

The costs of transportation of the property sold to a place other than the place of performance are to be borne by the buyer.

466. - In a sale of immovable property where the total area is specified and the seller delivers the property less or more than he contracted for, the buyer has the option either to reject or accept it and pay the proportionate price.

If the deficiency or excess does not exceed five per cent of the total area so specified, the buyer is bound to accept it and pay the proportionate price, provided that the buyer can rescind the contract if the deficiency or excess is such that had he known of it he would not have entered into the contract.

470. - When the buyer is in default, the seller who retains the property under

the foregoing sections can, instead of using the ordinary remedies for non-performance, notify the buyer in writing to pay the price and ~~and~~ incidental charges, if any, within a reasonable time to be fixed in the notice.

If the buyer fails to comply with the notice, the seller can sell the property by public auction.

471. - The seller shall deduct from the nett proceeds of the public auction what is due to him for the price and ~~and~~ incidental charges and deliver forthwith ~~the~~ any surplus to the buyer.

PART II. - LIABILITY FOR DEFECT .

472. - In case of any defect in the property sold which impairs either its value or its fitness for ordinary purposes, or for the purposes of the contract, the ~~buyer has~~ ~~the~~ ~~responsibility~~ ~~therein~~ ~~in~~ ~~this~~ ~~case~~ ~~wherein~~ ~~the~~ ~~non-responsible~~ seller is liable.

The foregoing provision applies whether the seller knew or did not know of the existence of the defect.