

219. – The debtor is relieved from his obligation to perform if the performance becomes impossible in consequence of a circumstance for which he is not responsible occurring after the creation of the obligation.

If the debtor, after the creation of the obligation, becomes unable to perform, it is equivalent to a circumstance rendering the performance impossible.

(G. 275).

2[20]. – A debtor is responsible for the fault of his agent, and of person whom he employs in performing his obligation, to the same extent as for his own fault. *[In such case the provisions of Section 373 have no application.]*

(c/p G. 278).

22[1]. A money debt bearing interest ceases to bear interest during the default of the creditor.

(c/p old text 360 par.2; c/p G. 301).

22[2]. The claim of damages is for compensation for all such damage as usually arises from non performance.

The creditor may demand compensation even for such damage as has arisen from special circumstances, if the party concerned foresaw or ought to have foreseen such circumstances.

(c/p old text 339; J. 416).

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