

**295[6].** – As between themselves joint debtors are liable in equal shares, unless it is otherwise provided. If from one of the joint debtors the contribution due from him cannot be obtained, the deficiency shall be borne by the other debtors who are bound to make contribution; provided that one of the joint debtors has been released from joint obligation, the creditor takes upon himself that share which the debtor released by him ought to have borne.

*(c/p old text 258, 259; G. 426 par.1; J. 445).*

**296[7].** – If in a contract several persons bind themselves in common to effect a performance, they are liable, in case of doubt, as joint debtors even in the case of a divisible performance.

*(c/p Old text 227; G. 427).*

**297[8].** – If several persons are entitled to demand an act of performance in such manner that each can demand the whole performance, though the debtor is bound **[to effect the whole]** performance only once (i.e. joint creditors), the debtor may at his option perform in favour of any one of the creditors. This applies even if one of the creditors has already brought an action for the performance.

*(c/p old text 229, 230, 231, 232; G. 428).*

**206.** – As between themselves joint debtors are liable in equal shares, unless it is otherwise provided. If from one of the joint debtors the contribution due from him cannot be obtained, the deficiency shall be borne by the other debtors who are bound to make contribution; provided that if one of the joint debtors has been released from the joint obligation, the creditor takes upon himself that share which the debtor released by him ought to have borne.

*(c/p old text 258, 259; G. 426 par.1 J. 445).*

**207.** – If in a contract several persons bind themselves in common to effect a performance, they are liable, in case of doubt, as joint debtors even in the case of a divisible performance.

*(c/p Old text 227; G. 427).*

**208.** – If several persons are entitled to demand an act of performance in such manner that each can demand the whole performance, though the debtor is bound <sup>to effect the whole</sup> performance only once (i.e., joint creditors), the debtor may at his option perform in favour of any one of the creditors. This applies even if one of the creditors has already brought an action for the performance.

*(c/p old text 229, 230, 231, 232; G. 428).*