

[This page is supplemented from the "Roll 12-8 (Vol. 82)"]

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If the debtor, for the purpose of satisfying the creditor, assumes a new obligation towards him, it is not to be presumed, in case of doubt, that he assumes the obligation in lieu of performance.

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(c/p Old text 297; 298; G. 364).

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[This page is supplemented from another version of "Roll 12-5 (Vol. 79)"]

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320[323]. — If the subject of an obligation is the delivery of a specific thing, the person making performance must deliver the thing in condition in which it is at the time when delivery is to be made.

The debtor must, until he delivers it, keep the thing with such care as a person of ordinary prudence would take of his own property.

(J. 400, 483; Fr. 1245; c/p Sect. 464).

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