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

~~318. – An obligation is extinguished if the creditor accepts in lieu of performance another performance than that agreed upon.~~

~~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.~~

~~319~~[321→322]. – If a thing, a claim against a third person, or any other right is given in lieu of performance, the debtor shall be liable for defect and for eviction in the same manner as the seller.

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If performance is made by making, transferring or indorsing a bill or warrant, the obligation is extinguished only if such bill or warrant is paid.

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

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ดาวน์โหลดจากระบบ TUDC โดย Shiori Tamura หมดอายุ 18/02/2563

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

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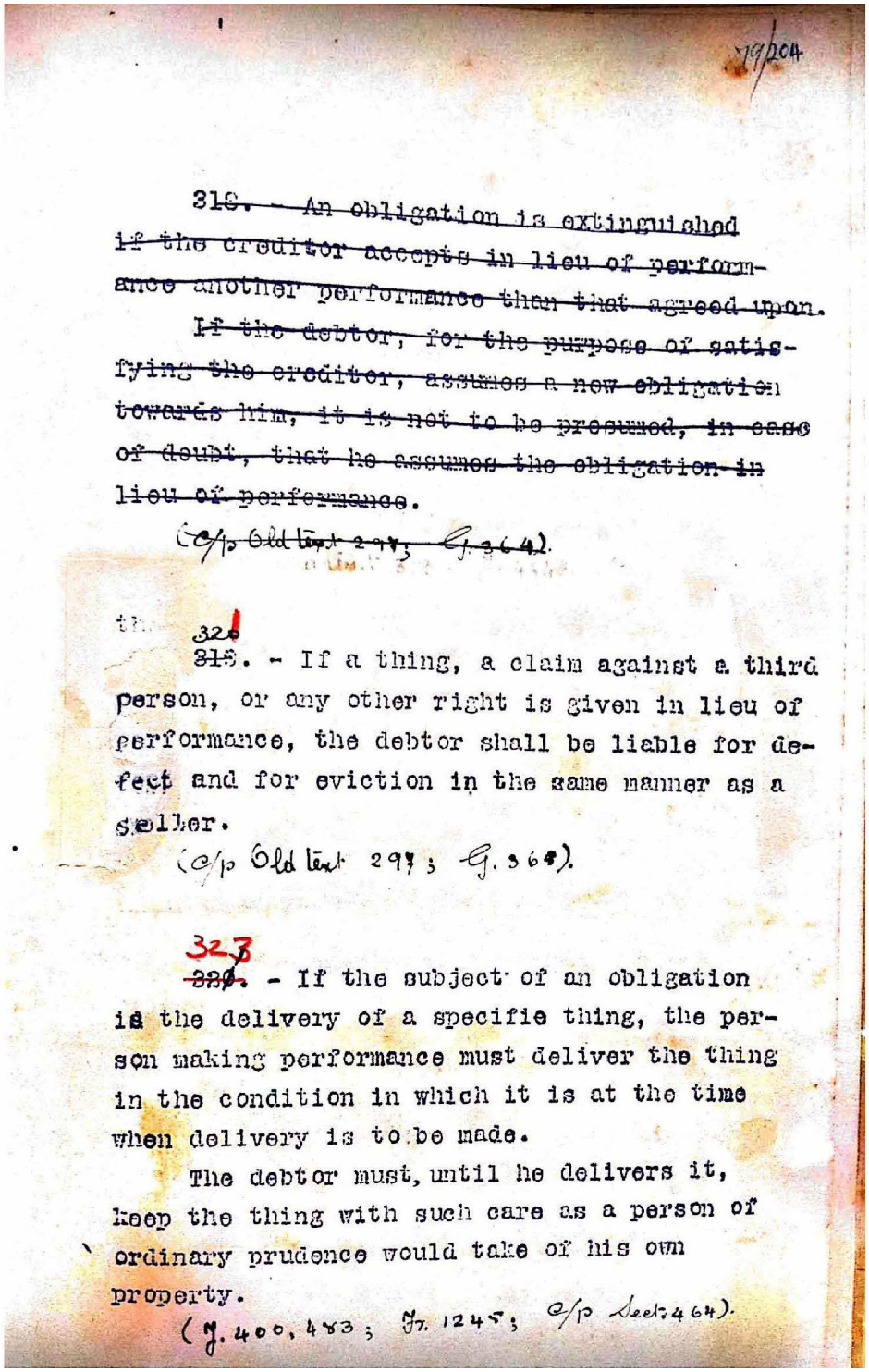
(c/p Old text 297; G. 365).

~~320~~[323]. – If the subject of an obligation is the delivery of a specific thing, the person making performance must deliver the thing in connection in which it is at the same 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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