

322[324]. – When there is no special declaration of intention as to the place of performance, if a specific thing is to be delivered, the delivery is to be made at the place where the thing was at the time when the obligation arose; other kinds of performance must be made at the place of the creditor's present domicile.

(c/p Old text 313; J. 484).

323[325]. – When there is no declaration of intention as to the expenses of performance, such expenses are to be borne by the debtor; if, however, because of the creditor's transfer of his domicile or any other act of his the expenses are increased, such increase must be borne by the creditor.

(c/p Old text 311; J. 485).

324[326]. – The person making performance is entitled to a receipt from the person who receives performance, and if the performance is wholly performed, he is entitled to have the document embodying the obligation surrendered to him or cancelled. If such document is declared to be lost, he is entitled to have the extinction of the obligation mentioned in the receipt or in a separate document.

If the obligation is partly performed or if the document gives the creditor any other right, the debtor is only entitled to **have** a receipt and to **have** the performance noted in the document.

(c/p Old text 304 – 306; S.O. 88 – 90; G. 371)

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