[2) if he has delivered the earnest money. he can claim double amount of earnest money.]

In any other respect the provisions concerning penalty clause apply to earnest money.

TITLE III.

RIGHTS OF THE DEBTOR.

CHAPTER I.

DEFAULT OF THE CREDITOR.

288. — The creditor is bound to receive performance of the obligation if the performance tendered is such as provided by the obligation or by law.

289. — The creditor is in default ~~from the time when~~ [after] a tender of performance is made to him.

290. — No tender of performance is necessary in the following cases :

1) If the creditor has expressly declared that he will refuse to receive performance.

2) If the performance of the obligation by the debtor depends on an act to be done by the creditor, and the creditor does not do such act.

[112]

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[TEXT UNDER TAG]

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1) If the creditor has expressly declared that he will refuse to receive performance.

2) If the performance of the obligation by the debtor depends on an act to be done by the creditor, and the creditor does not do such act.

In such cases the creditor is in default from the time when the debtor notifies him to receive performance or to do the act.

ILLUSTRATION. — I. — A has sold his launch to B. B afterwards expressly informs A that he does not want the launch. B is in default without A having to tender him delivery of the launch.

II. — A has sold his launch to B. It was agreed that B should send a steersman to take delivery of the launch. If B does not send a steersman, B is in default from the time when A notifies him to send the steersman.

291. — No tender of performance or notification is necessary if the act of the creditor mentioned in Section 290 is to be done within a definite period of time.

If the creditor does not do the act within the period, he is in default from the end of it.

292. — No tender of performance or notification is necessary if the debtor cannot ascertain who or where the creditor is. In such cases the creditor is in default from the time when the debtor has the right to perform his obligation.

293. — A tender of performance must be in conformity with the obligation.

ILLUSTRATION. — I. — A sells to B a picture. On the day appointed for delivery A brings the picture to B's

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