

8. That article 84 be struck out and the following inserted instead thereof :

84. The obligation to keep the thing safely obliges the person charged therewith to keep it with all the care of a prudent administrator.

9. That after article 88, the following be inserted :

89. (95.) In all contracts of a commercial nature in which the time of performance is fixed, the debtor is put in default by the mere lapse of such time.

10. That article 96 be struck out and the following inserted instead thereof :

96. When it is stipulated that a certain sum shall be paid for damages for the inexecution of an obligation, such sum and no other, either greater or less, shall be allowed to the creditor for such damages.

But if the obligation have been performed in part, to the benefit of the creditor and the time for its complete performance be not material, the stipulated sum may be reduced ; unless there be a special agreement to the contrary.

11. That article 121 be struck out and the following inserted instead thereof :

121. The debtor has the option of paying to either of the joint and several creditors, so long as he is not prevented by a suit instituted by one of them.

Nevertheless, if one of the creditors release the debt, the debtor is discharged for the part only of such creditor. The same rule applies to all cases in which the debt is extinguished otherwise than by actual payment ; subject to the rules applicable to commercial partnerships:

12. That article 135 be struck out and the following inserted instead thereof :

135. The creditor who receives separately and without reserve the share of one of the codebtors in the arrears or interest of the debt, loses his joint and several right only for the arrears and interests accrued, and not for those which may in future accrue, nor for the capital, unless the separate payment have been continued during ten consecutive years.

13. That article 142 be struck out and the following inserted instead thereof :

142. The rule established in the last preceding article is subject to exception with respect to the heirs and legal representatives of the debtor, and the obligation must be performed as if it were indivisible, in the three following cases :

1. When the object of the obligation is a certain specific thing of which one of them is in possession ;

2. When one of them alone is charged by the title with the performance of the obligation ;