

If it perish by the fault of the buyer or by a fortuitous event, the value of the thing in the condition in which it was, at the time of the loss, must be deducted from his claim against the seller.

ff. L. 31, § 11; L. 47, § 1, *De ædil. edicto*.—Pothier, *Vente*, 220-1.—Domat, *loc. cit.* no. 9.—3 Delvincourt, p. 152, no. 9.—16 Duranton, no. 326.—1 Duvergier, no. 414.—4 Zachariæ, p. 304, no. 11.—6 Marcadé, p. 285.—2 Tropl. *Vente*, no. 568, p. 30.—C. N. 1647.

52. The redhibitory action, resulting from the obligation of warranty against latent defects, must be brought with reasonable diligence, according to the nature of the defect and the usage of the place where the sale is made.

Pothier, *Vente*, 231.—Domat, *loc. cit.* no. 18.—C. N. 1648.

53 In sales made under process of execution there is no obligation of warranty against latent defects.

ff. L. 1, § 3, *De ædil. edicto*.—Domat, *loc. cit.* no. 17.—C. N. 1649.

CHAPTER FIFTH.

OF THE OBLIGATIONS OF THE BUYER.

54. The principal obligation of the buyer is to pay the price of the thing sold.

Domat, *liv.* 1, *tit.* 2, *sec.* 3, no. 1.—Pothier, *Vente*, 278.—C. N. 1650.

55. If the time and place of payment be not fixed by agreement, the buyer must pay at the time and place of the delivery of the thing.

ff. L. 41, § 1, *De verb. oblig.*—L. 14, *De regulis juris*.—Domat, *loc. cit.* no. 2.—Pothier, *Vente*, 279.—C. N. 1651.

56. The buyer is obliged to pay interest on the price in the cases following :

1. In case of a special agreement, from the time fixed by such agreement ;

2. In case the thing sold be of a nature to produce fruits or other revenues, from the time of entering into possession of it. But if a term be stipulated for the payment of the price, the interest is due only from the expiration of such term ;

3. In case the thing be not of a nature to produce fruits or revenues, from the time of the buyer being put in default.

ff. L. 13, § 20, 21, *De act. empti*.—Pothier, *Vente*, 283-4-5-6.—Domat, *loc. cit.* no. 6.—C. arts. 87, 90, 97, *Title "Of Obligations."*—C. N. 1652.

57. If the buyer be disturbed in his possession or have just cause to fear that he will be disturbed by any action, hypothecary or in revendication, he may delay the payment of the price until the seller causes such disturbance to cease or gives security, unless there be a stipulation to the contrary.

C. S. L. C. ch. 36, sec. 31.—C. C. Vaud, 1185.—C. L. 2535.—C. N. 1653.

58. If the buyer fail to pay the price, the seller may demand the dissolution of the sale.

Domat, *loc. cit.* no. 8, sec. 12, no. 1.—Pothier, *Vente*, 475, § 4.—C. L. 2539.—C. N. 1654.—C. *Tit. Of Obl. art.* 85.

58a. The right of dissolution of the sale by reason of non-payment of the price, is subject to the general rules of prescription.

59. Upon an action for the dissolution of the sale by reason of non-payment of the price, the buyer is adjudged to pay within a term specified by the court, and in default of so