

"it is, and the day and hour when he is ready (will be ready) to deliver it at the place where payment ought to be made."

"If the creditor fail in the former case to take the thing away, or in the latter to signify his willingness to accept, the debtor may, if he think fit, remove the thing to any other place for safe keeping at the risk of the creditor."

SECTION III.—Of *Novation*.

"189. Novation can be effected only between persons capable of contracting."

This article is entirely unnecessary.

197 and 198. The term "debtors *in solido*," as in the Code of Louisiana, would be better than "joint and several debtors." The same alteration ought to be made in other articles where similar expressions occur.

SECTION IV.—Of *Remission*.

"202. The surrender to one of the joint and several debtors of the original title of the obligation is available in favor of his co-debtors."

This article might be rendered somewhat more definitely, thus: "The surrender to one of several debtors *in solido* of the original title of the obligation has the same effect as if made to all."

"205. That which the creditor receives from a surety as a consideration for releasing him from his suretyship, must be imputed upon the debt, and goes in discharge of the principal debtor and the other sureties, unless the surety discharged have reason to fear that the debtor is insolvent, or about to become so."

The Commissioners suggest the following as an amendment to the law now in force:—"That which the creditor receives from the surety as a consideration for releasing him from his suretyship is not to be imputed in discharge of the principal debtor, or of the other sureties, unless the condition of the latter have been made more onerous by the release of such surety." The amendment is a good one. There is no reason why the principal debtor should profit by the consideration of a contract of release to which he is a stranger.

SECTION V.—Of *Compensation*.

"208. Compensation is not prevented by a term granted by indulgence for the payment of one of the debts."

This article will, of course, follow the fate of Article 168, which, as well as the present, the Commissioners wish to abolish. Their recommendation, as will have been seen before, is not concurred in by the writer.

"213. When compensation by the sole operation of the law is prevented by any of the causes declared in this Section, or by others of a like nature, the party in whose favor alone the cause of objection exists may demand the compensation by excep-