

To fall for or produce the other; seeing each is a complete obligation; and payment of any one of such double bills Annul
The rest, Ricard Traite Du Commerce pag. 103. Molloy de Jure Mar
Lib. 2. Cap. 10. § 14. Vid. Supra. Pag. 886.

Having opened the Nature and effect of obligations and personal
Rights, and the several kinds of them, show they are formed, and in what
Particular Manner special obligations are dissolved: I shall now Express
The Common ways how obligations and personal Rights are Annulled
and Extinguished.

Chap. 2

How obligations or personal Rights are Annulled
and Extinguished.

The Proper ways of Extinguishing obligations, are either by Agree-
ment of Parties, or by performance; which, according as the obligation
was entered into with or without write, or according to the manner
of the satisfaction given, require or do not require to be instructed by
Writ. Unumquodque dissolvitur eo modo quo obligatum est
Obligations perfected by Mutual Consent of parties, are abolished by dis-
solving the contract, while nothing is performed on either part. C. de pactis
quibusd. § 1. Which dissent must be Mutual for lasting among the obligations of
selling and buying, letting out and hiring. § 1. G. If the seller and
Buyer dissolve the sale before the thing has been delivered, and
Price payed, the sale not being as yet consummated, and all things
future; both parties are discharged from their Engagements,
and by Mutual Consent restored, to the same state as if there
had been no sale. C. de resine. C. de. But if after the sale is con-
summated by delivery of the thing and payment of the price, they
agree to dissolve the contract without any other cause, than the
bare will: It is not so much a Dissolution of the Sale, as a
Sale, which the Buyer makes to the person who had sold the thing
to him. For the first Seller does not take back a thing that is
his own, since his sale of it had divested him of this Right to
it, but he buys in effect the thing belonging to another person
and it goes to him burdened with the Charges and Mortgage
to which the person who bought the thing of him and sells it
back

back to him again may have subjected it in the mean while. l. 1.
C. Quam. Licet ab Expt. duce. Partner Ships and Mandates may
be dissolved by Renunciation or dissent of either party. Obligations
Established by Writ must be annulled by Writ or Oath of party.
But satisfaction of a written obligation, via facti, as by Fulfillment
With the tests of Sides &c. may as other facts be proved by Witnesses.
Payment of Money must be cleared by Oath of Party. In short
All ways of Extinguishing obligations may be proved by Writ, or by
Oath of the Creditor.

An Agreement not to frave payment or performance of an obliga-
tion (called Pactum de non Solendo) is either absolute, or for a
time, or Temporary, that is not to take payment or performance for
a time.

If it be agree never to frave payment or performance of an
Obligation: This, if made with a sole Debtor imports a passing from
the obligation; but if made with ^{one} of more persons bound for the time
Only it is Effectual only to free him, and payment may be re-
quired from the rest, who yet have relief against him for his
share thereof. Stur. Just. Lib. 4. Tit. 40. § 31.

A Temporary pactum de non Solendo, or an agreement not to take
Payment for a time, doth not Extinguish the obligation but only
suspend the Effect thereof for so long. Stur. Just.

Performance of obligations, which is their Attaining the
Designed Effect, is either Real and proper, or improper and
Imaginary. A Real or proper performance, is payment, or consignation.
Improper and feigned or imaginary performance, is some thing Equi-
valent in Law to Real performance, as discharges, Compensation,
Innovation, and Confusion.

Tit. 1.

Of Payment, and Consignation.

Payment is a satisfying the obligation in the precise terms of it.
Payment must be made of the same thing in kind, which one owes,
as Money for Money, goods for goods; Unless the Creditor consent
to take some other thing instead of it. Pr. Inst. Quib. Mod. Solv.
oblig. l. 16. C. de Solut. Altho the Value of what the Debtor should
offer.