something other than money shall be appropriated towards the compensation for damage.

Article 422. If an obligee has received by a way of damages the full value of the thing or right which forms the subject of his obligation, the obligor shall by operation of law be subrogated into the position of the obligee in respect of such thing or right.

Article 423. An obligee may, in order to protect his obligation, exercise rights belonging to the obligor; but this shall not apply in respect of such rights as are strictly personal to the obligor.

So long as the obligation is not yet due, the obligee cannot exercise the rights mentioned in the preceding paragraph except by dudicinl subrogation; but this shall not apply in respect of an act of preservation.

Article 424. An obligee may apply to the Court for the avoidance of a juristic act effected by the obligor with knowledge that it would prejudice the obligee; but this shall not apply in cases where a person who has derived benefit from such act or a subsequent purchaser was, at the time of the act or of the subsequent purchase, unaware of the fact that it would prejudice the obligee.

The provisions of the preceding paragraph shall not apply to a juristic act which has not a property right for its subject.

Article 425. An avoidance effected in accordance with the provisions of the preceding Article shall take effect for the benefit of all the obligees.

Article 426. The right of avoidance mentioned in Article 424 shall be extinguished by prescription, if the obligee fails to exercise it within two years from the time when he became aware of the cause for avoidance; the same

shall apply if twenty years have elapsed from the time when the act was done.

SECTION III

OBLIGATIONS WITH A PLURALITY OF PARTIES

SUB-SECTION I

GENERAL PROVISIONS

Article 427. If there exist two or more obligees or two or more obligors, each obligee or obligor shall, in the absence of any different declaration of intention, possess rights or assume duties in equal proportions.

SUB-SECTION II

INDIVISIBLE OBLIGATIONS

Article 428. If, in cases where the subject of an obligation is indivisible in its nature or by a declaration of intention by the parties, there exist two or more obligees, each obligee may demand performance on behalf of all the obligees, and each obligor may effect performance to any obligee on behalf of all the obligees.

Article 429. Even if a novation or a release has been effected between one of the obligees and the obligor in respect of an indivisible obligation, the other obligees may demand performance of the entire obligation; but they must make reimbursement to the obligor in respect of the benefit which would have accrued to such obligee if he had not lost his right.

Apart from the above, an act effected by one of the obligees in respect of an indivisible obligation, or any fact which has occurred in regard to one of such obligees shall not be effective in respect of the other obligees.

Article 430. In cases where two or more persons assume an indivisible obligation, the provisions of the preceding Article and of those relating to joint and several obligations, with the exception of Articles 434 to 440, shall apply with the necessary modifications.

Article 431. If an indivisible obligation is converted into a divisible obligation, each obligee may demand performance only in respect of his own share, and each obligor shall be liable for the performance only in respect of the share incumbent upon himself.

SUB-SECTION III

JOINT AND SEVERAL OBLIGATIONS

Article 432. If two or more persons assume a joint and several obligation, the obligee may demand performance, in whole or in part, against one of the obligors or against all of them simultaneously or in succession.

Article 433. The existence of any ground for the nullity or avoidance of a juristic act in respect to one of obligors jointly and severally liable shall not prejudice the validity of the obligation incumbent upon the others.

Article 434. A demand for performance made upon one of obligors jointly and severally liable shall be effective as against the others.

Article 435. If a novation has been effected between one of obligors jointly and severally liable and the obligee, the obligation shall be extinguished in favour of all the obligors.

Article 436. If, in cases where one of obligors jointly and severally liable has an obligation against the obligee, the obligor pleads a set-off, the obligation shall be extinguished in favour of all the obligors.

So long as the obligor who has the obligation mentioned above does not plead a set-off, the other obligors can plead it only in respect of the share incumbent upon such obligor.

Article 437. A release effected to one of obligors jointly and severally liable shall be effective in favour of the others only in respect of the share incumbent upon such obligor.

Article 438. If a merger has taken place as between one of obligors jointly and severally liable and the obligee, such obligor shall be deemed to have effected performance.

Article 439. If prescription has been completed in favour of one of obligors jointly and severally liable, the others shall also be relieved of their obligation so far as regards the share incumbent upon such obligor.

Article 440. With the exception of the facts mentioned in the preceding six Articles, facts which occur with respect to one of obligors jointly and severally liable shall not be effective in respect to the other obligors.

Article 441. If all of obligors jointly and severally liable, or several of them, have been adjudged bankrupt, the obligee may intervene in the distribution of each estate for the full amount of his obligation.

Article 442. If one of obligors jointly and severally liable has performed the obligation or has, at his own expense, otherwise procured the discharge of all the obligors, he is entitled to contribution from the others in proportion to their respective shares.

The contribution mentioned in the preceding paragraph shall include legal interest as from the day of performance or of any other discharge, the reimbursement of such expenses as were unavoidable, and the reparation of any other damage.

Article 443. If, in cases where one of obligors jointly and severally liable has, without notifying the others that a demand has been made by the obligee, effected performance or otherwise procured at his own expense the discharge of all obligors, any other obliger had any defence available against the obligee, he may set it up against such obliger in respect of his share of the obligation; but in case the defence so set up is a set-off, the obligor in fault may demand performance from the obligee of the obligation which might have been extinguished by the set-off.

If, in consequence of the neglect of one of obligors jointly and severally liable to notify the others that he has effected performance or otherwise procured at his own expense the discharge of all the obligors, any other obligor has in good faith effected performance to the obligee or otherwise procured a discharge for value, such latter obligor may treat his performance or other act of discharge as effective.

Article 444. If one of obligors jointly and severally liable has not sufficient means to make contribution, the part which he is unable to pay, shall be borne by the person demanding contribution and the other solvent obligors in proportion to their respective shares; but in case the party demanding contribution is in fault, he cannot demand that the other obligors shall bear their proportions.

Article 445. If, in cases where one of obligors jointly and severally liable has obtained a release from their joint liability, any of the other obligors has not sufficient means to perform, the obligee shall bear the part incumbent upon the person who has obtained the release, in respect of the part which the insolvent person is unable to perform.

SUB-SECTION IV

SURETYSHIP OBLIGATIONS

Article 446. A surety is bound to perform an obligation in cases where the principal obligor fails to perform it.

Article 447. The suretyship obligation shall include interest on the principal obligation, any penalty, any damages and all other charges incidental to the obligation.

A surety may stipulate for the amount of a penalty or of damages to attach in respect of his own suretyship obligation only.

Article 448. If the burden of a surety is more onerous than that of the principal obligor either as to its subject or its terms, it shall be reduced to the extent of the principal obligation.

Article 449. If a person who has become surety on an obligation which is voidable by reason of incapacity was aware, at the time of the contract of suretyship, of the reason for its voidability, he shall be presumed to have assumed an independent obligation having the same subject in the event of non-performance by the principal obligor or avoidance of the obligation.

Article 450. In cases where an obligor is bound to furnish a surety, such surety must be a person who fulfils the following conditions:

1. That he is a person of full capacity;

2. That he has sufficient means to effect performance;

If the surety ceases to fulfil the conditions specified in No. 2 of the preceding paragraph, the obligee may demand that some other person fulfilling the conditions mentioned in the preceding paragraph be substituted for him.

The provisions of the preceding two paragraphs shall not apply in cases where the obligee has designated the surety.

Article 451. If an obligor is unable to furnish a surety fulfilling the conditions specified in the preceding Article, he may furnish other security in lieu thereof.

Article 452. If an obligee had demanded performance of the obligation from the surety, the latter may demand that a peremptory notice be first given to the principal obligor; but this shall not apply in cases where the principal obligor has been adjudged bankrupt or his whereabouts is unknown.

Article 453. Even after the obligee has given a peremptory notice to the principal obligor in accordance with the provisions of the preceding Article, the obligee must first levy execution on the property of the principal obligor in cases where the surety has established that the principal obligor has sufficient means to effect performance and that the execution would be easily effected.

Article 454. If a surety has assumed an obligation jointly and severally with the principal obligor, he shall not possess the rights mentioned in the preceding two Articles.

Article 455. If a creditor fails to give a demand notice or to levy execution despite a demand by the surety in accordance with the provisions of Articles 452 and 453, and full performance is not subsequently obtained from the principal debtor, the surety is released from liability to the extent to which performance could have obtained if a demand notice had been given or execution levied forthwith.

Article 456. When there are two or more sureties, the provisions of Article 427 apply even if each of them has assumed the obligation by a separate act.

Article 457. Demand for performance or other interruption of prescription against a principal debtor also takes effect against the surety.

A surety may avail himself of a claim by the principal debtor against the creditor as a set-off against the creditor.

Article 458. If a principal debtor and a surety are jointly bound to an obligation, the provisions of Articles 434 to 440 apply.

Article 459. If, in cases where a surety has become such at the request of the principal obligor, he has, without fault on his part, had a judgment ordering performance to the obligee pronounced against him or has effected performance on behalf of the principal obligor or has at his own expense performed any other act causing the obligation to be extinguished, such surety shall have a right to be indemnified by the principal obligor.

The provisions of Article 442, paragraph 2, shall apply with the necessary modifications to the cases mentioned in the preceding paragraph.

Article 460. If a surety has become such at the request of the principal obligor, he may in anticipation exercise his right to indemnity against the principal obligor in the following cases:

1. If the principal obligor has been adjudged bankrupt, and the obligee does not intervene in the distribution of his assets;

2. If the obligation is due; but no time granted by the obligee to the principal obligor, after the conclusion of the contract of suretyship, can be set up against the surety;

3. If ten years have elapsed after the conclusion of the contract of suretyship, in cases where the time for the performance of the obligation is uncertain and even its maximum duration is unascertainable.

Article 461. If a principal obligor indemnifies the surety accordance with the provisions of the preceding two Articles, he may, so long as the obligee has not received full performance, require the surety to furnish security or demand from him that the discharge of his obligation be procured.

In the case mentioned above, the principal obligor may relieve himself of his liability for indemnification by effecting a deposit with the competent authorities or by furnishing security or by procuring the discharge of the surety.

Article 462. If a person who has become surety without the request of the principal obligor has performed the obligation or has otherwise at his own expense procured the discharge of the principal obligor, the latter is bound to effect indemnification to the extent that he was enriched at the time of discharge.

A person who has become surety against the will of the principal obligor is entitled to indemnity only to the extent that the latter is still being enriched; but if the principal obligor sets up the fact that he had a ground for set-off on or before the day on which indemnification was demanded, the surety may demand performance by the obligee of the obligation which would have been extinguished by such set-off.

Article 463. The provisions of Article 443 shall apply with the necessary modifications to a surety.

The provisions of Article 443 shall also apply with the necessary modifications to the principal obligor in cases where a surety who has become such at the request of the former has, in good faith, effected performance or incurred expenses for the purposes of discharge.

Article 464. A person who has become surety for one of obligors jointly and severally liable or for one of a number of obligors in respect of an indivisible obligation is entitled to indemnity from the other obligors only in proportion to their respective shares.

Article 465. If, in cases where there exist two or more sureties, one of the sureties has discharged the entire amount or an amount in excess of his share in the obligation because of the indivisibility of the principal obligation or because of a special agreement that one of the sureties is to discharge the entire amount, the provisions of Articles 442 to 444 shall apply with the necessary modifications.

If, in a case other than those mentioned in the preceding paragraph, one of the sureties not jointly and severally bound has discharged the entire amount or an amount in excess of his share in the obligation, the provisions of Article 462 shall apply with the necessary modifications.

SECTION IV

ASSIGNMENT OF OBLIGATIONS

Article 466. An obligation may be assigned unless its nature does not so admit.

The provisions of the preceding paragraph shall not apply in cases where the parties have declared a contrary intention; such declaration of intention, however, cannot be set up against a third person acting in good faith.

Article 467. The assignment of an obligation with a named obligee cannot be set up against the obligor or any other third person, unless the assignor has given notice thereof to the obligor or the obligor has given his consent thereto.

The notice or consent mentioned in the preceding paragraph cannot be set up against a third person other than the obligor, unless it is given by a document bearing an incontrovertible date.

Article 468. If the other has given his consent as mentioned in the

preceding Article without reserving any objection, he cannot set up against the assignee any such defense as he could have set up against the assignor; but if the obligor has paid over anything to the assignor in order to extinguish the obligation, he may recover it, and if for such purpose any obligation has been assumed in favour of the assignor, he is not precluded from treating it as if it had not come into existence.

If the assignor has merely given notice of the assignment, the obligor may set up against the assignee any defence which has arisen against the assignor prior to the receipt of the notice.

Article 469. The assignment of an obligation to order cannot be set up against the obligor or any other third person, unless an indorsement of such assignment has been made on the instrument and the instrument itself has been delivered to the assignee.

Article 470. The obligor on an obligation to order has the right, but is not under any duty, to verify the identity of the holder of the instrument and the genuineness of the signature or seal; but if the obligor acts in bad faith or with gross negligence, performance made by him shall be null and void.

Article 471. The provisions of the preceding Article shall apply with the necessary modifications in cases where the obligee is named in the instrument, but with an additional statement that the performance shall be effected to the holder of the instrument.

Article 472. The obligor on an obligation to order cannot set up against an assignee in good faith any defence which might have been available against the original obligee, except such matters as are mentioned in the instrument and such results as arise necessarily from the nature of the instrument itself.

Article 473. The provisions of the preceding Article shall apply with the necessary modifications to obligations to bearer.

SECTION V

EXTINCTION OF OBLIGATIONS

SUB-SECTION I

PERFORMANCE

Article 474. The performance of an obligation may be effected by a third person, unless its nature does not so admit or the parties have declared a contrary intention.

A third person devoid of interest cannot effect performance against the will of an obligor.

Article 475. If a person effecting performance has delivered a thing belonging to another, he cannot recover such thing, unless he effects a valid performance anew.

Article 476. In cases where the owner of a thing who has no capacity to assign it has delivered it by way of performance, and has then avoided such performance, he cannot recover such thing, unless he effects a valid performance anew.

Article 477. If, in the cases mentioned in the preceding two Articles, the obligee has consumed or assigned in good faith the thing which he has received by way of performance, the performance shall be effective; but this shall not prejudice the obligee's right to demand reimbursement from the person effecting performance in cases where the obligee has been called upon by a third person to make compensation.

Article 478. A performance made to a quasi-possessor of an obligation shall be effective only if the person effecting performance was in good faith.

Article 479. Except in the case mentioned in the preceding Article, a performance made to a person who is not authorized to accept it, shall be effective only to the extent that the obligee has been enriched thereby.

Article 480. The bearer of a receipt shall be deemed to be authorized to accept performances; but this shall not apply in cases where the person effecting performance was aware, or was unaware through his negligence, that such bearer had no such authority.

Article 481. If a garnishee who has been forbidden by the Court to do so nevertheless effects performance to his obligee, the garnisher may demand from the garnishee that a performance be effected anew to the extent to which the former has sustained damage.

The provisions of the preceding paragraph shall not preclude the exercise by the garnishee of his right to obtain reimbursement from his obligee.

Article 482. If an obligor has effected with the consent of the obligee any other performance in lieu of the one which he was bound to make, such performance shall have the same effect as the latter.

Article 483. If an obligation has for its subject the delivery of a specific thing, the person effecting performance must deliver such thing in the condition in which it exists at the time when the delivery thereof is to be effected.

Article 484. In the absence of any different declaration of intention as to the place of performance, the delivery of a specific thing must be effected

at the place where the thing existed when the obligation arose, and all other kinds of performance must be effected at the then permanent residence of the obligee.

Article 485. In the absence of any different declaration of intention as to the expenses of performance, they shall be borne by the obligor; but in cases where the obligee has increased the expenses of performance by changing his permanent residence or by any other act, the amount of this increase shall be borne by the obligee.

Article 486. A person effecting performance may demand the delivery of a receipt from the person accepting performance.

Article 487. If there exists a document evidencing the obligation, the person effecting performance in full may demand the return of such document.

Article 488. If, in cases where an obligor owes to one and the same obligee two or more obligations whose subject is of the same kind, the act of performance tendered by way of discharge of the obligations is insufficient to extinguish all of them, the person effecting performance may, at the time of his performance, designate the obligation to which it shall be appropriated.

If the person effecting performance makes no such designation as is mentioned in the preceding paragraph, the person accepting the performance may at the time of such acceptance effect the appropriation of such performance; but this shall not apply in cases where the person effecting performance has immediately made an objection to such appropriation.

In the cases mentioned in the preceding two paragraphs appropriation of performance shall be effected by a declaration of intention made to the other party.

Article 489. If the parties effect no appropriation of performance, it shall be appropriated in accordance with the following provisions:

1. When among all the obligations there exist some which are due and others which are not due, the former shall be preferred;

2. If all the obligations are due or all are not due, those the discharge of which is most advantageous to the obligor shall be preferred.

3. If the advantage which the obligor has in the discharge of the obligations is equal, those which have first become due or those which are first to become due shall be preferred;

4. The performance of obligations which are equal in respect of the particulars mentioned in the preceding two heads shall be appropriated in proportion to the amount of each obligation.

Article 490. The provisions of the preceding two articles shall apply with the necessary modifications, if in cases where two or more acts of performance are to be effected for the discharge of one obligation, those acts of performance which have been effected are insufficient to extinguish the entire obligation.

Article 491. If, in cases where in respect of one or more obligations the obligor is bound to pay interest and expenses in addition to the principal, the performance which has been effected is insufficient to extinguish the entire obligation, it must be appropriated in a successive order to the expenses, the interest and the principal.

The provisions of Article 489 shall apply with the necessary modifications to the case mentioned in the preceding paragraph.

Article 492. A tender of performance shall relieve the obligor as from the time of such tender from all liabilities arising from nonperformance.

Article 493. A tender of performance must be actually effected in accord with the tenor and purport of the obligation; but if the obligee has previously refused its acceptance or if an act of the obligee is required for the performance of the obligation, it shall be sufficient to give a peremptory notice for its acceptance notifying that all preparations have been made for performance.

Article 494. If the obligee refuses to accept performance or is unable to accept it, the person effecting performance may relieve himself of his obligation by depositing with the competent authorities for the benefit of the obligee the subject matter of the obligation. The same shall apply in cases where without any fault on the part of the person effecting performance the obligee cannot be ascertained.

Article 495. The deposit must be effected at the Deposit Office of the place where the obligation is to be performed.

If no special provision is made by laws or ordinances with regard to the Deposit Office, the Court must on the application of the person effecting performance designate a Deposit Office and appoint a custodian of the thing deposited.

The depositor must without delay give notice of the deposit to the obligee.

Article 496. So long as the obligee has not given his consent to the deposit or so long as a judgment declaring the deposit as effective has not become finally binding, the person effecting the performance may recover the thing deposited; in such case the deposit shall be deemed not to have been made.

The provisions of the preceding paragraph shall not apply in cases where a pledge or a hypothec has been extinguished by deposit with the competent authorities.

Article 497. If the subject-matter of performance is unfit for deposit with the competent authorities or if there is reason to apprehend that the thing will perish or be damaged, the person effecting performance may, with the permission of the Court, sell it by official auction and deposit the proceeds with the competent authorities. The same shall apply in cases where the expense of the preservation of the thing would be excessive.

Article 498. In cases where the obligor is bound to perform against an act of performance by the obligee, the latter cannot take delivery of the thing deposited unless he effects performance.

Article 499. A person who has effected performance on behalf of an obligor may be subrogated into the position of the obligee with the consent of the latter obtained simultaneously with such performance.

The provisions of Article 467 shall apply with the necessary modifications to the case mentioned in the preceding paragraph.

Article 500. A person who has a legitimate interest in effecting performance, shall, by virtue of such performance, be by operation of law subrogated into the position of the obligee.

Article 501. A person who is subrogated into the position of the obligee in accordance with the provisions of the preceding two Articles may exercise all the rights which belonged to the obligee as the effects of or as security for the obligation to the extent to which he may reimburse himself by virtue of his own right, subject, however, to the provisions mentioned below:

1. A surety is not subrogated into the position of the obligee as against a third person who is a purchaser of an immovable which forms the subject of a preferential right or of a pledge or of a hypothec, unless an additional entry of such subrogation has been effected in advance in the registration of the preferential right or of the pledge or of the hypothec;

2. A third person who is a purchaser is not subrogated into the position of the obligee as against a surety;

3. One of several third persons who are purchasers is subrogated into the position of the obligee as against the other purchasers only in proportion to the value of each immovable;

4. The provisions of the preceding head shall apply with the necessary modifications as between persons who have furnished their own property as security for the obligation of another;

5. As between a surety and a person who has furnished his own property as security for the obligation of another, subrogation into the position of the obligee shall not take place except per capita; if, however, there exist two or more persons who have furnished their own property as security for the obligation of another, the subrogation shall take place only in respect of the balance after deducting the share to be borne by the surety, and in proportion to the value of each property.

If in the cases mentioned above the property is an immovable, the provisions of Head No. 1 shall apply with the necessary modifications.

Article 502. If performance involving subrogation takes place in respect of a part of an obligation, the person subrogated shall exercise his rights concurrently with the obligee in proportion to the value of the performance effected by him.

In the case mentioned in the preceding paragraph the rescission of the contract by reason of non-performance of the obligation may be demanded by the obligee only; but he must reimburse the person subrogated for the value of the performance effected by the latter and interest thereon.

Article 503. An obligee who has obtained the entire discharge of the obligation by performance involving subrogation must deliver to the person subrogated all documents relating to the obligation and things held in his possession as security.

In cases where performance involving subrogation has taken place in respect of a part of the obligation, the obligee must insert the fact of subrogation in the documents relating to the obligation and must allow the person subrogated to supervise the preservation of the things held in his possession as security.

Article 504. If, in cases where there exists a person who is to be subrogated in accordance with the provisions of Article 500, the obligee has intentionally or by neglect lost or diminished his security the person who is to be subrogated shall be relieved of his liability insofar as it has by reason of such loss or diminution become impossible for him to reimburse himself.

SUB-SECTION II

SET-OFF

Article 505. If two persons are bound to each other by obligations whose subject is of the same kind and both of which are due, each obligor may be relieved of his obligation by a set-off to the extent of the amount corresponding to that of his obligation, unless the nature of the obligations does not so admit.

The provisions of the preceding paragraph shall not apply in cases where

the parties have declared an intention to the contrary; but such declaration of intention cannot be set up against a third person acting in good faith.

Article 506. A set-off shall be effected by means of a declaration of intention made by one party to the other; but neither may a condition be attached to, nor may a time be fixed, with regard to such declaration of intention.

The declaration of intention mentioned in the preceding paragraph takes effect retroactively as from the time when both obligations could have been set-off against each other.

Article 507. A set-off may be effected even though the obligations on both sides are to be performed in different places; but the party who effects the set-off must compensate the other party for any damage which has arisen therefrom.

Article 508. The obligee may set-off an obligation, which is extinguished by prescription, if it could have been set-off prior to its extinction.

Article 509. If an obligation has arisen from an unlawful act, the obligor cannot avail himself of a set-off against the obligee.

Article 510. If an obligation is one of which the attachement is prohibited, the obligor cannot avail himself of a set-off against the obligee.

Article 511. A garnishee who has been prohibited from payment by the Court cannot set-off as against the garnisher an obligation subsequently acquired by him.

Article 512. The provisions of Articles 488 to 491 shall apply with the necessary modifications to a set-off.

SUB-SECTION III

NOVATION

Article 513. If the parties have entered into a contract by which the essential elements of the obligation are modified, such obligation shall be extinguished by novation.

The removal or addition of a condition and any alteration effected in a condition shall be deemed to be a modification of the essential elements of the obligation. The same shall apply to the issue of a bill of exchange in lieu of the performance of an obligation.

Article 514. A novation by a change of obligors may be effected by a contract between the obligee and the new obligor, but not against the will of the original obligor.

Article 515. A novation by a change of obligees cannot be set up against a third person, unless it has been effected by a document bearing an incontrovertible date.

Article 516. The provisions of Article 468, paragraph 1, shall apply with the necessary modifications to a novation by a change of obligees.

Article 517. If the obligation to arise from a novation has not come into existence or has been avoided by reason of illegality or of any circumstance of which the parties are unaware, the original obligation shall not be extinguished.

Article 518. The parties to a novation may, to the extent of the subject of the original obligation, transfer to the new obligation pledges and hypothecs furnished as security for the original obligation; but if they have been furnished by a third person, his consent must be obtained.

SUB-SECTION IV

RELEASE

Article 519. If the obligee declares to the obligor his intention to release the obligor from the obligation, such obligation shall be extinguished.

SUB-SECTION V

MERGER

Article 520. If an obligatory right and an obligatory duty become vested in one and the same person, the obligatory right forms the subject of a right belonging to a third person.

CHAPTER II

CONTRACT

Section I

General Provisions

Sub-Section I

Formation of Contract

Article 521. An offer to enter into a contract made with the specification of a period for acceptance cannot be revoked.

If the offeror does not receive notice of acceptance within the period mentioned in the preceding paragraph, the offer shall lapse.

Article 522. Even in cases where notice of acceptance has arrived after the expiration of the period mentioned in the preceding Article, if the offeror could have known that it was despatched at such a time that in normal circumstances it would have arrived within such period, the offeror is bound to despatch without delay to the person to whom the offer has been made, notice

of the delayed arrival, unless notice of the delay has already been despatched by him before its arrival.

If the offeror neglects to give the notice mentioned in the preceding paragraph, the notice of acceptance shall be deemed not to have been delayed.

Article 523. The offeror may treat a delayed acceptance as a new offer.

Article 524. An offer which has been made inter absentes without any specification of a period for acceptance, cannot be revoked before the expiration of such a period as is reasonably necessary for the offeror to receive the notice of acceptance.

Article 525. The provisions of Article 97, paragraph 2, shall not apply in cases where the offeror has declared an intention to the contrary or where the other party was aware of his death or of his loss of capacity.

Article 526. A contract inter absentes comes into existence at the time when notice of acceptance is despatched.

In cases where no notice of acceptance is necessary either by reason of a declaration of intention to that effect by the offeror or by reason of business usage, the contract comes into existence at the time when any fact takes place which can be taken as a declaration of intention to accept.

Article 527. Even in cases where notice of the revocation of an offer has arrived after notice of acceptance has been despatched, if the acceptor could have known that it was despatched at such a time that in normal circumstances it would have arrived before the despatch of notice of acceptance, the acceptor is bound to despatch without delay notice of the delayed arrival to the offeror.

If the acceptor neglects to give the notice mentioned in the preceding paragraph, no contract shall be deemed to have come into existence.

Article 528. If the accepter accepts an offer but subject to a condition or with any other modification, he shall be deemed to have made a new offer concurrently with a rejection of the original offer.

Article 529. A person who advertises that he will give a certain reward to any person who performs a certain act is bound to give such reward to the person who has performed the act.

Article 530. In the case mentioned in the preceding Article the advertiser may, so long as no person has yet completely performed the designated act, revoke the advertisement in the same manner in which it has been made, unless it has been indicated in the advertisement that no revocation will be effected.

If revocation cannot be effected in the manner prescribed in the preceding paragraph, it may be effected in any other manner; such revocation, however, shall be effective only as against persons who have become aware thereof.

If the advertiser has determined a period within which the act specified by him is to be performed, he shall be presumed to have waived his right of revocation.

Article 531. If there exist two or more persons who have performed the act specified in the advertisement, only the person who has first performed it is entitled to the reward.

In cases where two or more persons have performed the act simultaneously, each of them is entitled to the reward in equal proportions; if, however, the reward cannot by its nature be conveniently divided, or if it has been provided by the advertisement that only one person is to receive it, its recipient shall be determined by lot.

The provisions of the preceding two paragraphs shall not apply, if any different intention has been declared in the advertisement.

Article 532. If, in cases where there exist two or more persons who have performed the act specified in the advertisement, the reward is to be given only to the one who deserves the highest credit, the advertisement shall be effective only if some period has been specified for the duration of the competition.

In the case mentioned in the preceding paragraph the question as to whose performance deserves the highest credit among the competitors shall be decided by the person designated in the advertisement. If no designation of an umpire has been made in the advertisement, the decision shall be made by the advertiser himself.

No competitor can raise an objection to the decision mentioned in the preceding paragraph.

If the acts performed by two or more persons have been decided to be of equal merit, the provisions of the second paragraph of the preceding Article shall apply with the necessary modifications.

Sub-Section II

Effect of Contract

Article 533. One of the parties to a bilateral contract may refuse performance of his own obligation until the other party tenders performance of his obligation; but this shall not apply in cases where the obligation of the other party is not due.

Article 534. If, in cases where the creation or transfer of a real right over a specific thing is made the subject of a bilateral contract, the thing is lost or damaged by any cause for which the obligor is not responsible, such loss or damage shall be borne by the obligee.

The provisions of the preceding paragraph shall apply in regard to a contract relating to a non-specific thing as from the time at which the thing has been ascertained in accordance with the provisions of Article 401, paragraph 2.

Article 535. The provisions of the preceding Article shall not apply in cases where the subject matter of a bilateral contract subject to a suspensive condition has been lost during the pendency of the condition.

If the thing has been damaged by any cause for which the obligor is not responsible, such damage shall be borne by the obligee.

If the thing has been damaged by any cause for which the obligor is responsible, the obligee may, in the event of the fulfilment of the condition, demand either the performance of the contract or the rescission thereof, at his option; this, however, shall not preclude any demand for damages.

Article 536. Except in the cases mentioned in the preceding two Articles, if the performance of an obligation becomes impossible by any cause for which neither of the parties is responsible, the obligor is not entitled to demand counter-performance.

If performance becomes impossible by any cause for which the obligee is responsible, the obligor shall not lose his right to demand counter-performance; but if he has received any benefit through being relieved of his own obligation, he must return such benefit to the obligee.

Article 537. If by a contract one of the parties has agreed to effect an act of performance in favour of a third person, such third person is entitled to demand the act of performance directly from the obligor.

In the case mentioned in the preceding paragraph the right of the third

person shall come into existence as from the time at which he declares to the obligor his intention to avail himself of the benefit of the contract.

Article 538. After the right of the third person has come into existence in accordance with the provisions of the preceding Article, the parties cannot effect its alteration or its extinction.

Article 539. Defences incident to the contract mentioned in Article 537 can be set up by the obligor against the third person who is to receive the benefit of the contract.

Sub-Section III

Rescission of Contract

Article 540. If one of the parties has a right of rescission either by contract or by provision of law, the rescission shall be effected by a declaration of intention made to the other party.

The declaration of intention mentioned in the preceding paragraph cannot be revoked.

Article 541. If one of the parties does not perform his obligation, the other party may fix a reasonable period and give a peremptory notice demanding its performance, and may rescind the contract, if no performance is effected within such period.

Article 542. If, in cases where according to the nature of the contract or by a declaration of intention by the parties, the object for which the contract was made cannot be attained unless it is performed at a fixed time or within a fixed period, one of the parties has allowed the time to elapse without performance on his part, the other party may without giving the peremptory notice mentioned in the preceding Article forthwith rescind the contract.

Article 543. If performance becomes impossible in whole or in part by any cause for which the obligor is responsible, the obligee may rescind the contract.

Article 544. In cases where one of the parties consists of two or more persons, the rescission of the contract may only be effected by or against all of them.

If in the case mentioned in the preceding paragraph the right of rescission has been extinguished in respect of one of such persons, it shall also be extinguished, in respect of the others.

Article 545. If one of the parties has exercised his right of rescission, each party is bound to restore the other party to his original position; but the rights of third persons shall not be prejudiced thereby.

Interest must be paid upon any money to be repaid in the case mentioned in the preceding paragraph as from the time when such money has been received.

The exercise of a right of rescission shall not preclude a demand for damages.

Article 546. The provisions of Article 533 shall apply with the necessary modifications to the case mentioned in the preceding Article.

Article 547. If no period has been fixed in respect to the exercise of a right of rescission, the other party may give a peremptory notice to the person entitled to rescission to make a definite answer within a reasonable period fixed by such other party as to whether he rescinds the contract or not. If no notice of rescission is received within such period, the right of rescission shall be extinguished.

Article 548. If a person who possesses a right of rescission has by his own act or negligence materially damaged the subject matter of the

contract or has become unable to return it or has be working-up or reconstruction converted it into a thing of another kind, the right of rescission shall be extinguished.

If the subject matter of a contract has been lost or damaged otherwise than by the act or negligence of the person who possesses a right of rescission, the right of rescission shall not be extinguished.

Section II

Contract of Gift

Article 549. A contract of gift is formed when one of the parties declares his intention gratuitously to transfer property of his own to the other party and the other party agrees to accept it.

Article 550. A contract of gift which is not in writing may be revoked by either party; but this shall not apply in respect of any part as to which performance has been completed.

Article 551. A donor is not liable for any defect or deficiency in the thing or right which forms the subject of his gift; but this shall not apply in cases where he was aware of such defect or deficiency and has nevertheless failed to inform the donee thereof.

A donor shall in respect of a gift subject to a charge assume to the extent of such charge the same liability in respect of warranty as that of a seller.

Article 552. A contract of gift which has periodical acts of performance for its subject shall cease to be effective upon the death either of the donor or of the donee.

Article 553. The provisions relating to bilateral contracts shall apply to a gift subject to a charge, in addition to the provisions of this Section.

Article 554. A contract of gift which is to become effective upon the death of the donor shall be governed by the provisions relating to testamentary gifts.

Section III

Sale

Sub-Section I

General Provisions

Article 555. A sale is formed when one of the parties agrees to transfer a property right to the other party and the other party agrees to pay the purchase money to the former.

Article 556. A unilateral promise to sell or purchase shall have the effect of a sale from the time when the person to whom such promise is made declares his intention to perfect the sale.

In case no period has been fixed for the declaration of intention mentioned in the preceding paragraph, the person who has made the unilateral promise may give a peremptory notice to the other party to make a definite answer within a reasonable period fixed by the former as to whether he declares his intention to perfect the sale or act. If the other party fails to make the answer within that period, the unilateral promise to sell or purchase shall cease to be effective.

Article 557. If the buyer has delivered earnest-money to the seller, the buyer may rescind the contract by giving up his earnest money and the seller by refunding double its amount so long as neither of the parties has commenced performance of the contract.

The provisions of Article 545, paragraph 3, shall not apply to the case mentioned in the preceding paragraph.

Article 558. The expenses relating to a contract of sale shall be borne by both parties in equal shares.

Article 559. The provisions of this Section shall apply with the necessary modifications to contracts for value other than sales, unless the nature of such contracts does not so admit.

Sub-Section II

Effect of Sale

Article 560. When a right belonging to another person has been made the subject of a sale, the seller is bound to acquire such right and transfer it to the buyer.

Article 561. If in the case mentioned in the preceding Article the seller cannot acquire and transfer to the buyer the right he has sold, the buyer may rescind the contract; but if he was aware at the time the contract was made that the right did not belong to the seller, he may not demand damages.

Article 562. If, in cases where the seller was unaware at the time the contract was made that the right he sold did not belong to him, he cannot acquire and transfer it to the buyer, he may rescind the contract upon making compensation for any damage.

If in the case mentioned in the preceding paragraph the buyer was aware at the time the contract was made that the right which he bought did not belong to the seller, the seller may rescind the contract on merely notifying the buyer that he cannot transfer the right which he sold.

Article 563. If, by reason of the fact that a part of the right which forms the subject of a sale belongs to another person, the seller cannot transfer it to the buyer, the buyer may demand a reduction of the purchase money in proportion to the part which is deficient.

If in the case mentioned in the preceding paragraph, the buyer would not have bought the remaining part, had such along been the subject of the sale, the buyer, if acting in good faith, may rescind the contract.

A demand for a reduction of the purchase money or a rescission of the contract shall not preclude a demand for damages by the buyer acting in good faith.

Article 564. The right mentioned in the preceding Article must be exercised within one year from the time when the buyer became aware of the fact if the buyer was acting in good faith, and from the time the contract was made if the buyer was acting in bad faith.

Article 565. If, in cases where a thing bought and sold with a designation of its quantity shows a deficiency or where part of such thing had already been lost at the time the contract was made, the buyer was unaware of such deficiency or loss, the provisions of the preceding two Articles shall apply with the necessary modifications.

Article 566. If, in cases where the subject matter of a sale is subject to a superficies, emphyteusis, servitude, right of retention or pledge, the buyer was unaware thereof, the buyer may rescind the contract, but only in cases where the attainment of the object for which the contract was made has become impossible thereby; in other cases he may only demand damages.

The provisions of the preceding paragraph shall apply with the necessary modifications in cases where a servitude which has been represented as existing in favour of an immovable which is the subject of a sale does not exist or where a registered lease exists in respect of such immovable.

In the cases mentioned in the preceding two paragraphs the rescission of the contract or the demand for damages must be made within one year from the time when the buyer became aware of the fact.

Article 567. If the buyer loses his ownership of an immovable which forms the subject of a sale by reason of the exercise of a preferential right or of a hypothec existing over such immovable, the buyer may rescind the contract.

If the buyer has preserved his ownership at his own expense he may demand reimbursement of such expense from the seller.

In any of the cases mentioned above, if the buyer has sustained damage, he may demand compensation therefor.

Article 568. In the case of a compulsory sale by official auction, the successful bidder may in accordance with the provisions of the preceding seven Articles either effect rescission of the contract or demand a reduction of the purchase money as against the obligor.

If in the case mentioned in the preceding paragraph the obligor is insolvent, the successful bidder may demand from any obligee to whom any share of the proceeds has been distributed the return of the proceeds thus distributed, either in whole or in part.

If in the case mentioned in the preceding two paragraphs the obligor was aware of any deficiency in the thing or right sold and nevertheless failed to disclose it or the obligee was aware of such deficiency and demanded a compulsory sale by official auction, the successful bidder may demand damages from the party in fault.

Article 569. If the seller of an obligation warrants the solvency of the obligor, he shall be presumed to have warranted his solvency as at the time the contract was made.

If the seller of an obligation which is not yet due warrants the future

solvency of the obligor, he shall be presumed to have warranted his solvency as on the day on which the obligation becomes due.

Article 570. If any latent defect exists in the subject matter of a sale, the provisions of Article 566 shall apply with the necessary modifications, except in the case of a compulsory sale by official auction.

Article 571. The provisions of Article 533 shall apply with the necessary modifications to the cases mentioned in Articles 563 to 566 and in the preceding Article.

Article 572. Even if the seller has made a special agreement that he shall not be liable in respect of the warranties mentioned in the preceding twelve Articles, he cannot be relieved of liability in respect of any fact of which he was aware and nevertheless failed to disclose nor in respect of any right which he himself created in favour of, or, himself assigned to, a third person.

Article 573. If a time has been stipulated in respect of the delivery of the subject matter of a sale, the same time shall also be presumed to have been stipulated in respect of the payment of the purchase money.

Article 574. If payment of purchase money is to be effected simultaneously with delivery of the subject matter of sale, the payment must be effected at the place of delivery.

Article 575. If the subject matter of a sale which has not yet been delivered produces fruits, such fruits shall vest in the seller.

The buyer is bound to pay interest on the purchase money from the day of delivery; but if a time has been stipulated for payment of the purchase money, he is not bound to pay interest until such time shall have arrived.

Article 575. If a person asserts a right over the subject matter of a sale and in consequence there is a reason to apprehend that the buyer will lose, in whole or in part, the right bought by him, he may refuse payment, in whole or in part, in proportion to the extent of such danger; but this shall not apply if the seller furnishes adequate security.

Article 577. If registration has been effected of a preferential right or of a pledge or of a hypothec over an immovable bought, the buyer may refuse payment of the purchase money until the proceedings for the discharge thereof have been completed; the seller, however, may demand that the buyer effect the discharge without delay.

Article 578. In the cases mentioned in the preceding two Articles the seller may demand that the buyer deposit the purchase money with the competent authorities.

Sub-Section III

Redemption

Article 579. The seller of an immovable may, in pursuance of a special agreement for redemption made simultaneously with the contract of sale, rescind the contract on returning the purchase money paid by the buyer and the expenses relating to the contract; but unless a different intention has been declared by the parties, the fruits of the immovable and the interest on the purchase money shall be deemed to have been set-off against each other.

Article 580. No period for redemption shall exceed ten years. If a longer period has been fixed, it shall be reduced to ten years.

If a period has been once fixed for redemption, it cannot subsequently be extended.

If no period has been fixed for redemption, it must be effected within five years.

Article 581. If registration has been effected of a special agreement for redemption simultaneously with that of the contract of sale, such redemption shall be effective even against third persons.

A lessee's right of which registration has been effected, may be set up against the seller, but only for one year of its unexpired period; but this shall not apply in cases where the lease was effected for the purpose of injuring the seller.

Article 582. If an obligee of a seller desires in accordance with the provisions of Article 423 to effect redemption in place of the seller, the buyer may extinguish the right of redemption by discharging the obligation of the seller, up to the amount of the balance remaining after the amount to be repaid by the seller has been deducted from the current value of the immovable as assessed by an expert appointed by the Court, and by paying the surplus, if any, to the seller.

Article 583. The seller cannot effect redemption unless he tenders the purchase money and the expenses relating to the contract within the period for redemption.

If the buyer or any subsequent purchaser has disbursed expenses in respect of the immovable the seller must effect reimbursement thereof in accordance with the provisions of Article 196; but in respect to beneficial expenses the Court may, on the application of the seller, allow him reasonable time.

Article 584. If, after one of the co-owners of an immovable has sold his share with a special agreement for redemption, a partition or a sale by official auction has taken place, the seller may effect redemption in respect of that part or the purchase money which the buyer has received or is to receive

but no partition or sale by official auction which has been effected without notice being given to the seller can be set up against him.

Article 585. If, in the case mentioned in the preceding Article, the buyer has become the successful Bidder, the seller may effect redemption on payment of the proceeds of the sale official auction and the expenses mentioned in Article 583; in this case the seller acquires the ownership of the whole of the immovable.

If the buyer has become the successful bidder in consequence of a demand for partition made by one of the other co-owners, the seller cannot effect redemption in respect of his own share alone.

Section IV

Contract of Exchange

Article 586. A contract of exchange is formed when the parties agree to transfer to one another any property rights other than the ownership of money.

If one of the parties agrees to transfer the ownership of money together with another right, the provisions relating to purchase money shall apply with the necessary modifications in respect of such money.

Section V

Loan for Consumption

Article 587. A loan for consumption is formed when one of the parties receives from the other party money or other things, agreeing to return what he has received in things of the same kind, quality and quantity.

Article 588. If, in cases where a person is bound to deliver money or other things otherwise than in pursuance of a loan for consumption, the parties have agreed to make such things the subject of a loan for consumption, it

shall be deemed that a loan for consumption has thereby come into existence.

Article 589. A promise to make a loan for consumption shall cease to be effective, if one of the parties has subsequently been adjudged bankrupt.

Article 590. If in the case of a loan for consumption at interest any latent defect exists in the thing, the lender must substitute in its place a thing free from any defect; but this shall not preclude a demand for damages.

In the case of a loan for consumption without interest the borrower may return the value of the defective thing; but if the lender was aware of the defect and nevertheless failed to inform the borrower thereof, the provisions of the preceding paragraph shall apply with the necessary modifications.

Article 591. If no time for the return has been appointed by the parties, the lender may fix a reasonable period and give a peremptory notice demanding it.

The borrower may effect return at any time.

Article 592. If it becomes impossible for the borrower to effect return in accordance with the provisions of Article 587, he must refund the value of the thing current at such time; but this shall not apply to the case mentioned in Article 402, paragraph 2.

Section VI

Loan for Use

Article 593. A loan for use is formed when one of the parties receives a thing from the other party agreeing to return it after having gratuitously used and taken profits from it.

Article 594. A borrower must use and take profits from the thing in such manner as is determined by the contract or by the nature of its subject matter.

A borrower may not allow a third person to use or take profits from the

thing borrowed without the consent of the lender.

If a borrower has used the thing or taken profits therefrom contrary to the provisions of the preceding two paragraphs, the lender may rescind the contract.

Article 595. A borrower shall bear the ordinary necessary expenses relating to the thing borrowed.

The provisions of Article 583, paragraph 2, shall apply with the necessary modifications in regard to other expenses.

Article 596. The provisions of Article 551 shall apply with the necessary modifications to loans for use.

Article 597. A borrower must return the thing borrowed at the time fixed by the contract.

If no time for its return has been fixed by the parties, a borrower must effect the return at time when he has completed the use and the taking of profits in conformity with the purpose specified in the contract; but even before such time the lender may immediately demand the return when a period sufficient for effecting the use of the thing and the taking of profits therefrom has elapsed.

If no time for the return nor the purpose of the use and the taking of profits has been specified by the parties, the lender may demand the return at any time.

Article 598. The borrower may, on restoring the thing borrowed to its original condition, take away things which he has attached thereto.

Article 599. A loan for use ceases to be effective upon the death of the borrower.

Article 600. Reparation of any damage which has arisen by reason of any use of the thing or the taking of profits therefrom contrary to the tenor and

purport of the contract, and the reimbursement of expenses disbursed by the borrower, must be demanded within one year from the time when the thing borrowed was returned to the lender.

Section VII

Lease

Sub-Section I

General Provisions

Article 601. A lease is formed when one of the parties agrees to allow the other party to use a thing and take profits therefrom and the latter agrees to pay rent for it.

Article 602. In cases where a lease is effected by a person who has no capacity or authority for its disposition, such lease cannot exceed the periods mentioned below:

1. Ten years for the lease of a forest which has for its object the planting or the cutting of trees;

2. Five years for the lease of any other land;

3. Three years for the lease of a building;

4. Six months for the lease of a movable.

Article 603. The periods mentioned in the preceding Article may be renewed; but such renewal must be effected within one year in the case of land, within three months in the case of a building, and within one month in the case of a movable, prior to the expiration of the period.

Article 604. The period of duration of a lease shall not exceed twenty years. If a lease has been effected with a longer period, such period shall be reduced to twenty years.

The period mentioned in the preceding paragraph may be renewed; but it

cannot exceed twenty years from the time of renewal.

Sub-Section II

Effect of Lease

Article 605. The lease of an immovable, in cases where registration thereof has been effected, shall be effective even as against persons who subsequently acquires real rights in such immovable.

Article 606. A lessor is bound to effect all repairs necessary for the use of the thing leased and the taking of profits therefrom.

If a lessor desires to perform any act necessary for the preservation of the thing leased, the lessee cannot prevent him.

Article 607. If, in cases where a lessor desires to perform an act of preservation against the will of the lessee, the lessee is thereby rendered incapable of attaining the object for which the lease has been effected, the lessee may rescind the contract.

Article 608. If a lessee has disbursed any necessary expenses relating to the thing leased which are incumbent on the lessor, the former may immediately demand reimbursement thereof from the latter.

If the lessee has disbursed any beneficial expenses, the lessor must, in accordance with the provisions of Article 196, paragraph 2, effect reimbursement thereof at the time when the lease terminates; but the Court may, on the application of the lessor, allow him reasonable time.

Article 609. If a person who has leased land with a view to taking profits therefrom has by reason of vis major received profits which are less than the amount of the rent, he may demand a reduction of the rent to the amount of such profits; but this shall not apply to the lease of a building site.

Article 610. If in the case mentioned in the preceding Article the lessee has by reason of vis major received profits which are less than the amount of the rent for two consecutive years or more, he may rescind the contract.

Article 611. If part of the thing leased has been lost otherwise than by the fault of the lessee, the lessee may demand a reduction of the rent in proportion to the part which has been lost.

If in the case mentioned in the preceding paragraph the remaining part alone is not sufficient to enable the lessee to attain the object for which the lease has been effected, the lessee may rescind the contract.

Article 612. A lessee cannot without the consent of the lessor assign his rights or sublease the thing leased.

If contrary to the provisions of the preceding paragraph a lessee allows a third person to use or take profits from the thing leased, the lessor may rescind the contract.

Article 613. If a lessee has lawfully subleased the thing leased, the sub-lessee assumes duties directly to the lessor; in this case a payment of the rent in advance cannot be set up against the lessor.

The provisions of the preceding paragraph shall not prevent the lessor from exercising his rights against the lessee.

Article 614. Rent must be paid at the end of each month in the case of a movable or building or building site, and at the end of each year in the case of any other land; but in the case of a thing which has a harvest season, it must be paid without delay upon the close of such season.

Article 615. If repairs are necessary to the thing leased, or if any person asserts a right over the thing leased, the lessee must without delay notify the lessor thereof; but this shall not apply if the lessor is already

aware of the fact.

Article 616. The provisions of Article 594, paragraph 1, Article 597, paragraph 1 and Article 598 shall apply with the necessary modifications to a lease.

Sub-Section III

Termination of Lease

Article 617. If no period of duration has been fixed by the parties for a lease, each of the parties may at any time give notice to the other party to terminate the contract; in such case the lease shall come to an end upon the expiration of the following periods after such notice has been given:

1. One year in the case of land;

2. Three months in the case of a building;

3. One day in the case of an assembly-room for hire or of a movable.

In the case of the lease of land which has a harvest season notice to terminate the contract must be given after the end of the harvest season and before the commencement of the next cultivation.

Article 618. If, even in cases where the period of duration has been fixed by the parties for a lease, one or both of the parties has reserved a right to terminate the contract, the provisions of the preceding Article shall apply with the necessary modifications.

Article 619. If, in cases where the lessee continues, after the expiration of the duration of the lease, the use of the thing leased or the taking of profits therefrom, the lessor fails to raise any objection thereto notwithstanding that he is aware of it, he shall be presumed to have effected a fresh lease on the

same terms as those of the former one; but either party may give notice to the other party to terminate the contract in accordance with the provisions of Article 617.

If security has been furnished by either party in respect of the former lease, the security shall be extinguished by expiration of the period; but this shall not apply to a deposit.

Article 620. If a lease has been rescinded, such rescission shall be effective only for the future; but a demand for damages shall not be prejudiced thereby in cases where one of the parties is in fault.

Article 621. If a lessee has been adjudged bankrupt, either the lessor or the administrator in bankruptcy may, in accordance with the provisions of Article 617, give notice to the other party to terminate the contract, even in cases where the period of duration has been fixed for the lease; in such case neither party can demand from the other party compensation for whatever damage may have arisen from the termination of the contract.

Article 622. The provisions of Article 600 shall apply with the necessary modifications to a lease.

Section VIII

Hiring of Services

Article 623. A hiring of services is formed when one of the parties agrees to render services to the other party and the latter agrees to pay him remuneration therefor.

Article 624. A person hired cannot demand the remuneration unless he has completed the services which he has agreed to render.

Remuneration fixed by periods may be demanded after the expiration of each period.

Article 625. A hirer cannot without the consent of the person hired assign his rights to a third person.

A person hired cannot without the consent of the hirer procure a third person to render services in his place.

If a person hired procures a third person to render services in his place contrary to the provisions of the preceding paragraph, the hirer may rescind the contract.

Article 626. If the period for the duration of a hiring of services exceeds five years, or if it is to continue during the life of one of the parties or of a third person, either party may rescind the contract at any time after the expiration of five years; such period, however, shall be ten years in regard to the hiring of the services of apprentices employed in trade or industry.

A person who desires to rescind the contract in accordance with the provisions of the preceding paragraph must give notice thereof three months in advance.

Article 627. If no period for the duration of a hiring of services has been fixed by the parties, either party may at any time give notice to the other party to terminate the contract; in such case the hiring of services shall come to an end upon the expiration of two weeks after such notice has been given.

If remuneration has been fixed by periods, notice to terminate the contract may be given for the ensuing periods; but such notice must be given during the first half of the current period.

In cases where remuneration has been fixed with reference to a period of not less than six months, the notice mentioned in the preceding paragraph must be given three months in advance.

Article 628. Even if the period for the duration of a hiring of services has been fixed by the parties, either party may, if any unavoidable cause exists,

immediately rescind the contract; but if such cause has arisen by the fault of one of the parties, he is liable in damages to the other party.

Article 629. If, in cases where the person hired continues to render services after the expiration of the period for the duration of the hiring of services, the hirer fails to raise any objection thereto notwithstanding that he is aware of it, he shall be presumed to have effected a fresh hiring of services on the same terms as those of the former one; but either party may give notice to the other party to terminate the contract in accordance with the provisions of Article 627.

If security has been furnished by either party in respect of the former hiring of services, such security shall be extinguished by the expiration of the period; but this shall not apply to money deposited as security for good behaviour.

Article 630. The provisions of Article 620 shall apply with the necessary modifications to a hiring of services.

Article 631. If a hirer has been adjudged bankrupt, either the person hired or the administrator in bankruptcy may in accordance with the provisions of Article 627, even in cases where the period of duration of the hiring of services has been fixed, give notice to the other party to terminate the contract; in such case neither party can demand from the other party compensation for whatever damage may have arisen from the termination of the contract.

Section IX

Contract for Work

Article 632. A contract for work is formed when one of the parties agrees to accomplish a certain work and the other party agrees to pay him remuneration for the result of such work.

Article 633. The remuneration must be paid simultaneously with the delivery of the subject matter of the work; but if no delivery of a thing is necessary, the provisions of Article 624, paragraph 1 shall apply with the necessary modifications.

Article 634. If any defect exists in the subject matter of the work the person who ordered the work may fix reasonable period and demand from the contractor the rectification of such defect; but this shall not apply if, in cases where the defect is not material, its rectification would involve disproportionate expense.

The provision who has ordered the work may demand damages in lieu of or together with rectification of the defect; in such cases the provisions of Article 533 shall apply with the necessary modifications.

Article 635. If the object for which a contract was made cannot be attained by reason of some defect in the subject matter of the work, the person who ordered the work may rescind the contract; but this shall not apply in respect of a building or any other structure on land.

Article 636. The provisions of the preceding two Articles shall not apply, if the defect in the subject matter of the work has arisen through the nature of the materials supplied by the person who ordered the work or by reason of the instructions given by him; but this shall not apply if the contractor notwithstanding that he is aware of the unfitness of the materials or of the impropriety of the instructions fails to disclose them.

Article 637. The demand for rectification of the defect or for damages and the rescission of the contract mentioned in the preceding three Articles must be effected within one year from the time at which the subject matter of the work was delivered.

The period mentioned in the preceding paragraph shall be computed as from the time when the work was accomplished, in cases where no delivery of the subject matter of the work is necessary.

Article 638. A contractor for a structure to be erected on land is liable for warranty in respect of any defect in the structure or in its foundations for a period of five years after delivery; but this period shall be ten years in the case of a structure made of stone, earth, brick or metal.

If the structure is destroyed or damaged by reason of a defect as mentioned in the preceding paragraph, the person who ordered the work must exercise the rights mentioned in Article 634 within one year from the time of such destruction or damage.

Article 639. The periods mentioned in Article 637 and the first paragraph of the preceding Article may be extended by contract, but only within the limits of the ordinary period of prescription.

Article 640. Even if the contractor has made a special agreement that he shall not be liable in respect of the warranties mentioned in Articles 634 and 635, he cannot be relieved of liability in respect of any fact of which he is aware and nevertheless fails to give notice.

Article 641. So long as a contractor has not accomplished the work, the person who ordered the work may rescind the contract at any time upon making compensation for any damage.

Article 642. If the person who ordered the work has been adjudged bankrupt, the contractor or the administrator in bankruptcy may rescind the contract; in such case the contractor may intervene in the distribution of the estate in respect of his remuneration for work already done and for any expenses which are not included in such remuneration.

In the case mentioned in the preceding paragraph neither party may demand from the other party compensation for any damage which has arisen from the rescission of the contract.

Section X

Mandate

Article 643. A mandate is formed when one of the parties commissions the other party to do a juristic act, and the other party gives his consent thereto.

Article 644. A mandatory is bound to manage the affairs entrusted to him with the care of a good manager in accordance with the tenor and purport of the mandate.

Article 645. A mandatory must at any time upon demand by the mandator make report on the condition of the management of the affairs entrusted to him, and upon the termination of the mandate he must make a full report thereon without delay.

Article 646. A mandatory must deliver to the mandator all money or other things which he receives in the management of the affairs entrusted to him; the same shall apply to fruits which he collects.

Right which a mandatory acquires in his own name on behalf of the mandator must be transferred to the mandator.

Article 647. If a mandatory has consumed for his own benefit money which he ought to deliver to the mandator or which he is to use for the benefit of the latter, he must pay interest as from the day on which he consumed it; if there has been any further damage, he shall be liable to make compensation for it.

Article 648. Unless by virtue of a special agreement a mandatory cannot demand remuneration from the mandator.

In cases where a mandatory is to receive remuneration, he cannot demand it unless the mandate has been performed; but if the remuneration has been fixed by periods, the provisions of Article 624, paragraph 2 shall apply with the necessary modifications.

If a mandate terminates in the course of its performance owing to any cause for which the mandatory is not responsible, he may demand remuneration in proportion to the performance already effected.

Article 649. If any expenditure is required for the management of the affairs entrusted to the mandatory, the mandator must upon demand by him disburse it in advance.

Article 650. If a mandatory disburses any expenses which are to be regarded as necessary for the management of the affairs entrusted to him, he may demand from the mandator the reimbursement of such expenses with interest thereon from the day on which they were disbursed.

If a mandatory assumes an obligation which is to be regarded as necessary for the management of the affairs entrusted to him, he may require the mandator to perform it in his place and if the obligation is not due to furnish adequate security.

If a mandatory, without any fault on his part, sustains damage through the management of the affairs entrusted to him, he may demand compensation therefor from the mandator.

Article 651. A mandate may be rescinded by either party at any time.

If one of the parties rescinds a mandate at a time when it would be unfavourable to the other party, he must make compensation for any damage

occasioned thereby, unless unavoidable reason exists for such rescission.

Article 652. The provisions of Article 620 shall apply with the necessary modifications to mandates.

Article 653. A mandate shall terminate upon the death or bankruptcy either of the mandator or the mandatory; the same shall apply, if the mandatory is adjudged incompetent.

Article 654. If, on the termination of a mandate, any circumstances of urgency exist, the mandatory, his successor or his legal representative must adopt all necessary measures until the mandator, his successor or his legal representative is in a position to manage the affairs entrusted to the mandatory.

Article 655. No ground for the termination of a mandate, whether it exists on the part of the mandator or of the mandatory, can be set up against the other party, unless he is given notice of it or he is aware of it.

Article 656. The provisions of this Section shall apply with the necessary modifications to commissions in respect of affairs other than juristic acts.

Section XI

Deposit

Article 657. A deposit is formed when one of the parties receives a certain thing, agreeing to keep it in his custody on behalf of the other party.

Article 658. A depository may not without the consent of the depositor use the thing deposited nor procure a third person to keep it.

The provisions of Article 105 and Article 107, paragraph 2 shall apply with the necessary modifications, in cases where the depository may procure a third person to keep the thing deposited.

Article 659. A person who gratuitously accepts a deposit is bound to use the same care in the custody of the thing deposited as he uses in respect of his own property.

Article 660. If a third person who asserts a right over the thing deposited commences an action against the depository or effects an attachment, the depository must without delay give notice to the depositor thereof.

Article 661. A depositor must indemnify the depository for any damage which has arisen from the nature of or any defect in the thing deposited; but this shall not apply if the depositor is, without fault on his part, unaware of such nature or defect, nor if the depository is aware of it.

Article 662. Even if a time for the return of a thing deposited has been fixed by the parties, the depositor may at any time demand its return.

Article 663. If no time for the return of a thing deposited has been fixed by the parties, the depository may return it at any time.

If a time for its return has been fixed, the depository cannot, in the absence of any unavoidable reason, return it before such time.

Article 664. The return of a thing deposited must be effected at the place where it ought to be kept; but if the depository has for any reasonable cause removed it to another place, he may return it at the place where the thing actually is.

Article 665. The provisions of Articles 646 to 649 inclusive and Article 650, paragraphs 1 and 2 shall apply with the necessary modifications to deposits.

Article 666. In cases where a depositor is allowed by the contract to consume the thing deposited the provisions relating to loans for consumption shall apply with the necessary modifications; but if no time for its return has been fixed by the contract, the depositor may at any time demand its return.

Section XII

Partnership

Article 667. A contract of partnership is formed when each of the parties agrees to carry on a joint undertaking by making a contribution thereto.

A contribution may have services for its subject matter.

Article 668. The contribution made by each partner and the other property of the partnership are in all the partners' co-ownership.

Article 669. If, in cases where money has been made the subject matter of a contribution, a partner neglects to make his contribution, he must besides paying interest thereon make compensation for any damage.

Article 670. The conduct of the affairs of the partnership shall be decided by a majority of the partners.

If the conduct of the affairs of the partnership has been entrusted to two or more persons by the partnership contract, it shall be decided by a majority of such persons.

The ordinary affairs of the partnership may, notwithstanding the provisions of the preceding two paragraphs, be conducted solely by any partner or by any manager acting alone; but this shall not apply if any other partner or manager raises an objection before the affair has been completed.

Article 671. The provisions of Articles 644 to 650 shall apply with the necessary modifications to partners who conduct the affairs of the partnership.

Article 672. If by the partnership contract the conduct of its affairs has been entrusted to one or more partners, such partner or partners cannot resign or be removed, except for reasonable cause.

Removal for reasonable cause must be effected with the unanimous consent of the other partners.

Article 673. Each of the partners may, even in cases where he has no right to conduct the affairs of the partnership, inspect its affairs and the state of the partnership property.

Article 674. If the proportion in which profits and losses are to be distributed has not been fixed by the parties, such proportion shall be decided according to the value of the contribution of each partner.

If a proportion has been fixed for the distribution either of profits alone or of losses alone, that proportion shall be presumed to apply equally both to profits and losses.

Article 675. If an obligee of a partnership was not aware of the proportion of the distribution of losses among the partners at the time when his obligation came into existence, he may exercise his right against each partner in equal shares.

Article 676. If a partner has disposed of his share in the partnership property, such disposal cannot be set up against the partnership nor against any third person who has entered into a transaction with the partnership

Before liquidation a partner cannot demand a partition of the partnership property.

Article 677. An obligor of a partnership cannot set-off against his obligatory duty an obligation which he has against a partner.

Article 678. If by the partnership contract no period has been fixed for the duration of the partnership, or if it has been specified thereby that it shall continue its existence during the life of a partner, each partner may retire at any time; but he cannot in the absence of any unavoidable reason retire at a time when it would be unfavourable to the partnership.

Even if a period has been fixed for the duration of the partnership, each

partner may retire, if any unavoidable reason exists for doing so.

Article 672. In addition to the cases mentioned in the preceding Article a partner ceases to be such for any of the following causes:

1. Death;

2. Bankruptcy;

3. Adjudication of incompetency;

4. Expulsion.

Article 680. Expulsion of a partner may be effected only for reasonable cause and with the unanimous consent of the other partners; but such expulsion cannot be set up against the expelled partner until he has been given notice of it.

Article 681. The accounts as between a partner who has ceased to be such and the other partners must be taken according to the state of the property of the partnership at the time when he ceased to be a partner.

The share of a partner who has ceased to be such may be paid out in money irrespective of the nature of his contribution.

The accounts in regard to a matter which has not been completed at the time when the partner ceased to be such may be taken after such matter has been completed.

Article 682. A partnership shall be dissolved upon the accomplishment of the undertaking which forms the object of the partnership or by the impossibility of such accomplishment.

Article 683. Each partner may demand dissolution of the partnership, if any unavoidable cause exists for doing so.

Article 684. The provisions of Article 620 shall apply with the necessary modifications to contracts of partnership.

Article 685. When a partnership has been dissolved, the liquidation shall be effected conjointly by all the partners or by any person appointed by them.

The appointment of a liquidator shall be decided by a majority of all the partners.

Article 686. The provisions of Article 670 shall apply with the necessary modifications in cases where there are two or more liquidators.

Article 687. The provisions of Article 672 shall apply with the necessary modifications, if in pursuance of the partnership contract a liquidator has been appointed from among the partners.

Article 688. The provisions of Article 78 shall apply with the necessary modifications to the duties and powers of a liquidator.

The surplus assets shall be distributed among all the partners in proportion to the value of their contributions.

Section XIII

Life Annuity

Article 689. A contract of life annuity is formed when one of the parties agrees to deliver money or other things periodically to the other party or to a third person until the death of the party himself, or of the other party or of the third person.

Article 690. A life annuity shall be computed by the day.

Article 691. If, in cases where an obligor on a life annuity has received the capital sum of the annuity, he neglects to effect any of the periodical payments or fails to perform any of his other duties, the other party may demand the return of the capital sum; he must, however, return to the obligor the balance after interest on the capital sum has been deducted from the periodical payments already received by him.

The provisions of the preceding paragraph shall not preclude any demand for damages.

Article 692. The provisions of Article 533 shall apply with the necessary modifications to the cases mentioned in the preceding Article.

Article 693. If death occurs by reason of any cause for which the obligor on a life annuity is responsible, the Court may on the application of the obligee or his successor declare that the obligation shall continue to exist for a reasonable period.

The provisions of the preceding paragraph shall not preclude the exercise of the right mentioned in Article 691.

Article 694. The provisions of this Section shall apply with the necessary modifications to a testamentary gift of a life annuity.

Section XIV

Compromise

Article 695. A compromise is formed when the parties agree to terminate a dispute between them by mutual concessions.

Article 696. If, in cases where by a compromise it has been admitted that one of the parties possesses the right constituting the subject of a dispute or that the other party does not possess such right, it has afterwards been established that the former party did not possess the right or that the other party did possess the same, such right shall be treated as having by virtue of the compromise been transferred to the former party or extinguished as the case may be.

CHAPTER III

MANAGEMENT OF AFFAIRS WITHOUT MANDATE

Article 697. A person who has entered upon the management of affairs on behalf of another without being bound to do so must conduct that management in

the manner most advantageous to the principal according to the nature of such affairs.

If a manager is aware of the intention of the principal or is in a position to become aware of it by inference, he must conduct the management in conformity with such intention.

Article 698. If a manager has conducted the affairs of the principal in order to protect the latter against an imminent danger to his person, reputation or property, he is not bound to make compensation for any damage which has been caused thereby, unless there has been bad faith or gross negligence on his part.

Article 699. A manager must without delay give notice to the principal that he has entered upon such management; but this shall not apply in cases where the principal is already aware of it.

Article 700. A manager must continue the management until the principal, his successor or his legal representative is in a position to conduct the affairs; but this shall not apply, if it is evident that such continuance would be against the intention of the principal or prejudicial to the principal's interest.

Article 701. The provisions of Articles 645 to 647 shall apply with the necessary modifications to management of affairs without mandate.

Article 702. If a manager disburses any beneficial expenses for the principal, he may demand reimbursement from the principal.

If a manager assumes for the principal an obligation which is beneficial to the latter, the provisions of Article 650, paragraph 2, shall apply with the necessary modifications.

If a manager conducts the affairs of the principal against the latter's intention, the provisions of the preceding two paragraphs shall apply only to

the extent that the principal is still enriched.

CHAPTER IV

UNJUST ENRICHMENT

Article 703. A person who without any legal ground derives a benefit from the property or services of another and thereby causes loss to that other, is bound to return such benefit to the extent that it still exists.

Article 704. A person enriched in bad faith must return the benefit received by him with interest, and if there has been any damage, he is bound also to make compensation for it.

Article 705. If a person who has effected an act of performance, purporting thereby to discharge an obligation, was aware at the time that no such obligation existed, he cannot demand the return of the subject matter of such act of performance.

Article 706. If an obligor has effected an act of performance purporting thereby to discharge an obligation which is not due, he cannot demand the return of the subject matter of such act of performance; but if the obligor effects such act of performance by mistake, the obligee must return the benefit which he received therefrom.

Article 707. If in cases where a person other than the obligor has effected performance of an obligation by mistake, the obligee has in good faith destroyed documentary evidence or has relinquished any security or has lost his obligation by prescription, the person who has effected the performance cannot demand the return.

The provisions of the preceding paragraph shall not preclude the person who has effected performance from availing himself of the right to obtain

reimbursement from the obligor.

Article 703. A person who effects an act of performance on any illegal ground cannot demand the return of the subject matter of such act of performance; but this shall not apply if such illegal ground affects only the person enriched.

CHAPTER V

UNLAWFUL ACT

Article 709. A person who violates intentionally or negligently the right of another is bound to make compensation for damage arising therefrom.

Article 710. A person who is liable in damages i n accordance with the provisions of the preceding Article must make compensation therefor even in respect of a non-pecuniary damage, irrespective of whether such injury was to the person or the liberty or the reputation of another or to his property rights.

Article 711. A person who causes the death of another is liable for damages to the parents, to the spouse and to the children of the deceased, even in cases where no property right of theirs has been violated.

Article 712. If, in cases where a minor causes damage to another, he is not in possession of sufficient intelligence to understand his responsibility for the act, he shall not be liable in damages in respect of his act.

Article 713. A person who, while in a state of mental unsoundness, causes damage to another, is not liable in damages; but this shall not apply, if he has brought upon himself a temporary mental unsoundness either intentionally or by his own negligence.

Article 714. A person who is under a legal duty to supervise a person under disability is bound, in cases where the latter is not responsible in accordance with the preceding two Articles, to make compensation for any damage which the person under disability has caused to a third person; but this shall not apply

if the person who is under a duty of supervision has not neglected his duty.

A person who has supervision of a person under disability in place of the person who is under a duty to supervise also shall assume the responsibility mentioned in the preceding paragraph.

Article 715. A person who employs another to carry out an undertaking is bound to make compensation for damage done to a third person by the employee in the course of the execution of the undertaking; but this shall not apply, if the employer has exercised due care in the appointment of the employee and in the supervision of the undertaking or if the damage would have ensued even if due care had been exercised.

A person who has supervision of the undertaking in place of the employer also shall assume the responsibility mentioned in the preceding paragraph.

The provisions of the preceding two paragraphs shall not preclude the employer nor the supervisor from availing themselves of the right to obtain reimbursement from the employee.

Article 716. The person who placed the order for the work is not bound to make compensation for any damage caused to a third person by the contractor in the course of such work; but this shall not apply if the person who placed the order for the work was in fault in regard to the order or his instructions.

Article 717. If any damage has been sustained by another person by reason of any defect in the construction or maintenance of a structure on land, the person in possession of the structure shall be liable in damages to the injured party; but if the person in possession has exercised due care in order to prevent the occurrence of such damage, compensation for the damage must be made by the owner.

The provisions of the preceding paragraph shall apply with the necessary modifications, in cases where any defect exists in the planting or the support of bamboos or of trees.

If in the cases mentioned in the preceding two paragraphs there exists any other person who is to be held responsible for causing the damage, either the possessor or the owner may exercise the right to obtain reimbursement from such other person.

Article 718. The possessor of an animal is bound to make compensation for any damage caused by it to another person; but this shall not apply, if he has kept it with such care as is proper according to the species and nature of the animal.

A person who has the custody of an animal in place of the possessor also shall assume the responsibility mentioned in the preceding paragraph.

Article 719. If two or more persons have by their joint unlawful act caused damage to another, they are jointly and severally liable to make compensation for such damage; the same shall apply if it is impossible to ascertain which of the joint participants has caused the damage.

Instigators and accomplices shall be deemed to be joint participants.

Article 720. A person who, in order to protect his own right or that of a third person against the unlawful act of another, unavoidably commits a harmful act is not liable in damages; but this shall not preclude any demand for damages by the injured party against the person who committed the unlawful act.

The provisions of the preceding paragraph shall apply with the necessary modifications in cases where a thing belonging to another is damaged in order to avert any imminent danger which has arisen from such thing.

Article 721. A child en ventre sa mere shall in respect of his right to demand damages be deemed to have been already born.

Article 722. The provisions of Article 417 shall apply with the necessary modifications to the compensation to be made for the damage, which has arisen from an unlawful act.

If there is any fault on the part of the injured party, the Court may take it into account in assessing the amount of the damages.

Article 723. If a person has injured the reputation of another, the Court may on the application of the latter make an order requiring the former to take suitable measures for the rehabilitation of the latter's reputation either in lieu of or together with damages.

Article 724. The right to demand compensation for the damage which has arisen from an unlawful act shall be extinguished by prescription if not exercised for three years from the time when the injured party or his legal representative became aware of such damage and of the identity of the person who caused it; the same shall apply if twenty years have elapsed from the time when the unlawful act was committed.

THE CIVIL CODE

BOOK IV

RELATIVES

CHAPTER I. General Provisions

CHAPTER II. Marriage

Section I. Formation of Marriage

Sub-Section I. Requisites of Marriage

Sub-Section II. Nullity and Annulment of Marriage

Section II. Effect of Marriage

Section III. Matrimonial Property System

Sub-Section I. General Provisions

Sub-Section II. Legal Property System

Section IV. Divorce

Sub-Section I. Divorce by Agreement

Sub-Section II. Judicial Divorce

CHAPTER III.

Section I. Children of the Body

Section II. Adoption

Sub-Section I. Requisites for Adoption

Sub-Section II. Nullity and Annulment of Adoption

Sub-Section III. Effect of Adoption

Sub-Section IV. Dissolution of Adoptive Relation

CHAPTER IV. Parental Power

Section I. General Provisions

Section II. Effect of Parental Power

1396

Section III. Loss of Parental Power

CHAPTER V. Guardianship

Section I. Commencement of Guardianship

Section II. Organs of Guardianship

Sub-Section I. Guardian

Sub-Section II. Supervisor of Guardianship

Section III. Functions of Guardianship

Section IV. Termination of Guardianship

CHAPTER VI Support

BOOK V

SUCCESSION

CHAPTER I. General Provisions

CHAPTER II. Successors

CHAPTER III. Effect of Succession

Section I. General Provisions

Section II. Shares in a Succession

Section III. Partition of Estate

CHAPTER IV. Acceptance and Renunciation of Succession

Section I. General Provisions

Section II. Qualified Acceptance

Sub-Section I. Absolute Acceptance

Sub-Section II. Qualified Acceptance

Section III. Renunciation

CHAPTER V. Separation of Property

CHAPTER VI.. Default of Successors

CHAPTER VII. Wills

Section I. General Provisions

Section II. Forms of Wills

Sub-Section I. Ordinary Forms

Sub-Section II. Special Forms

Section III. Effect of Wills

Section IV. Carrying Wills into Effect

Section V. Revocation of Wills

CHAPTER VIII. Legally Secured Portions

THE CIVIL CODE

BOOK IV

RELATIVES

CHAPTER I

GENERAL PROVISIONS

Article 725. The persons mentioned below are relatives:

1. Relatives by blood up to the sixth degree of relationship;

2. Spouses;

3. Relatives by affinity up to the third degree of relationship.

Article 726. The degree of relationship is determined by computing the number of generations between relatives.

As between collateral relatives the degree of relationship is determined by the number of generations ascending from one of them, or his or her spouse, to the common ancestor, and then descending from such ancestor to the other.

Article 727. As between an adopted child on the one hand and the parent by adoption and his or her relatives by blood on the other, there arises the same relationship as between relatives by blood as from the day of the adoption.

Article 728. The matrimonial relationship is terminated by divorce.

The same shall apply also if after the death of either husband or wife, the surviving spouse declares his or her intention to terminate the matrimonial relationship.

Article 729. The relationship between an adopted child, its spouse,

its lineal descendants and their spouses on the one hand and the parent by adoption and his or her relatives by blood on the other, is terminated by dissolution of the adoptive relation.

Article 730. Lineal relatives by blood and the relatives living together shall mutually cooperate.

CHAPTER II

MARRIAGE

SECTION I

FORMATION OF MARRIAGE

SUB-SECTION I

REQUISITES OF MARRIAGE

Article 731. A man may not marry until the completion of his full eighteen years of age, nor a woman until the completion of her full sixteen years of age.

Article 732. A person who has a spouse may not contract an additional marriage.

Article 733. A woman may not re-marry unless six months have elapsed from the day of the dissolution or annulment of her previous marriage.

In case a woman is pregnant from before the dissolution or annulment of her previous marriage, the preceding paragraph shall cease to apply as from the day of her delivery.

Article 734. No marriage may be contracted between lineal relatives by blood, nor between collateral relatives by blood up to the third degree of relationship, except between an adopted child and any of the collateral

relatives by blood on the side of the adoptive relatives.

Article 735. No marriage may be contracted between lineal relatives by affinity. The same shall apply after the relationship by affinity has ceased in accordance with the provisions of Article 728.

Article 736. No marriage may be contracted between an adopted child, his or her spouse, his or her lineal descendants or their spouses on the one hand, and the parent by adoption or his or her lineal ascendants on the other, even after the relationship has ceased in accordance with the provisions of Article 729.

Article 737. A minor child must obtain the consent both of his or her father and mother in order to marry.

If either the father or mother does not give the consent, the consent of the other parent only shall be sufficient.

The same shall also apply, if either the father or mother is unknown, or is dead or is unable to declare his or her intention.

Article 738. A person adjudged incompetent need not obtain the consent of his guardian in order to marry.

Article 739. A marriage becomes effective by notification on thereof in accordance with the provisions of the Law Concerning Registration of families.

The notification mentioned in the preceding paragraph must be made by both the parties and two more witnesses of full age either orally or by a document signed by them.

Article 740. The notification of marriage may not be accepted unless the marriage does not contravene the provisions of Articles 731 to 737 in-

clusive and paragraph 2 of the preceding Articles and of other laws or ordinances.

Article 741. In case Japanese subjects resident in a foreign country desire to contract a marriage between themselves, notification thereof may be made to the Japanese Ambassador, Minister, or a Japanese Consul acting in that foreign country. In this case the provisions of the preceding Article shall apply with the necessary modifications.

SUB-SECTION II

NULLITY AND ANNULMENT OF MARRIAGE

Article 742. A marriage is void only in the following cases:

1. Where there is no intention to marry common to the parties owing to a mistake as to the identity of the person or through any other cause;

2. Where the parties do not make notification of the marriage; but if the notification only fails to fulfil the conditions prescribed in Article 739, paragraph 2, the validity of the marriage shall not be affected thereby.

Article 743. A marriage cannot be annulled except in accordance with the provisions of Articles 744 to 747 inclusive.

Article 744. In case of a marriage contracted in contravention of the provisions of Articles 731 to 736 inclusive an application may be made to the Court for its annulment by either party thereto, any of each party's relatives or a Public Procurator; but a Public Procurator may not make such an application after the death of either of the parties.

In the case of a marriage contracted in contravention of the provisions of Article 732 or Article 733 the spouse or the former spouse of the party may also apply for its annulment.

Article 745. No application may be made for the annulment of a marriage contracted in contravention of the provisions of Article 731, if the person who was not of marriageable age has attained the requisite age.

A person married under the marriageable age may still apply for the annulment of the marriage during a period of three months from his attainment of the requisite age, unless he has ratified it after having attained the requisite age.

Article 746. No application may be made for the annulment of a marriage contracted in contravention of the provisions of Article 733 after the lapse of six months from the day of the dissolution or annulment of the previous marriage nor in cases where the woman has become pregnant after her re-marriage.

Article 747. A person who has been induced by fraud or duress to contract a marriage may apply to the Court for the annulment of such marriage.

The right of annulment mentioned in the preceding paragraph shall be extinguished if three months have elapsed since the party discovered the fraud, or became free from the duress, or if he has effected a ratification;

Article 748. The annulment of a marriage shall have no retroactive effect.

In case any party who was unaware at the time of the marriage that a ground for its annulment existed has acquired property by reason of the marriage, he must return such property to the extent that he is still enriched thereby.

Any party who was aware at the time of the marriage that a ground for its annulment existed must return the whole benefit which he has acquired by reason of the marriage, and further if the other party acted in good faith, he shall be liable in damages to such party.

Article 749. The provisions of Articles 766 to 769 inclusive shall apply with the necessary mofifications to the annulment of a marriage.

SECTION II

EFFECT OF MARRIAGE

Article 750. Husband and wife assume the surname of the husband or wife in accordance with the agreement made at the time of the marriage.

Article 751. If either husband or wife has died, the surviving spouse may resume the surname assumed by her or him before the marriage.

The provisions of Article 769 shall apply with the necessary modifications to the case mentioned in preceding paragraph and Article 728, paragraph 2.

Article 752. Husband and wife shall live together, and shall cooperate and aid each other.

Article 753. If a minor contracts a marriage, he or she shall be deemed, by reason thereof, to have attained majority.

Article 754. In case a contract is entered into between husband and wife, it may be avoided by either of them at any time during the subsistence of marriage; but rights of third persons may not be prejudiced thereby.

SECTION III

MATRIMONIAL PROPERTY SYSTEM

SUB-SECTION I

GENERAL PROVISIONS

Article 755. If a husband and wife have not, prior to the notification of marriage, entered into a contract which provides otherwise with respect to their property, their property relations shall be governed by the provisions of the next Sub-Section.

Article 756. If a husband and wife have entered into a contract which differs in its terms from the legal property system such contract cannot be set up against their successors in title or third persons unless it is registered prior to the notification of the marriage.

Article 757. If, in cases where aliens have entered into a contract which differs in its terms from the legal property system of the husband's country, they have subsequently to their marriage acquired Japanese nationality or established their permanent residence in Japan, the contract cannot be set up in Japan against their successors in title or third persons unless it has been registered within one year.

Article 758. Property relations between husband and wife cannot be changed after the notification of marriage.

If, in cases where one spouse manages the property of the other, such property is imperilled by mismanagement, the other may apply to the Court of Domestic Relations to be allowed to undertake the management thereof himself.

As respects property in co-ownership an application may be made for a

partition thereof in addition to the application mentioned in the preceding paragraph.

Article 759. In case the manager has been changed or a partition of property in co-ownership has been effected, in accordance with the provisions of the preceding Article or as the result of a contract, such change or partition cannot be set up against the successors in title of the husband or of the wife or against third persons, unless it has been registered.

SUB-SECTION II

LEGAL PROPERTY SYSTEM

Article 760. Husband and wife shall share the expenses of the married life with each other, taking into account their property, income and all other circumstances.

Article 761. If, with respect to daily household matters, one spouse effects a juristic act with a third person, the other spouse shall be jointly and severally liable for the obligations arising therefrom. But, this shall not apply in cases where a previous notice to the effect that the other spouse will not assume the liability has been given to the third person.

Article 762. Property belonging to either a husband or wife from a time prior to the marriage and property acquired during the subsistence of the marriage in his or her own name constitutes his or her separate property.

Any property in regard to which it is uncertain whether it belongs to the husband or the wife, is presumed to be the property in their co-ownership.

SECTION IV

DIVORCE

SUB-SECTION I

DIVORCE BY AGREEMENT

Article 763. Husband and wife may effect by agreement divorce.

Article 764. The provisions of Articles 738, 739 and 747 shall apply with the necessary mofifications to a divorce by agreement.

Article 765. The notification of divorce may not be accepted unless the divorce does not contravene the provisions of Article 739, paragraph 2 and Article 819, paragraph 1 and of other laws or ordinances. The validity of divorce shall not be affected even in cases where th e notification of divorce has been accepted in contravention of the provisions of the preceding paragraph.

Article 766. In case a father and mother effect a divorce by agreement, the person who is to take the custody of their children and other matters necessary for the custody shall be determined by their agreement, and if no agreement is reached or possible, such matters shall be determined by the Court of Domestic Relations.

The Court of Domestic Relations, if it deems necessary for the benefit of the children, may change the person to take the custody of them or order such other dispositions as may be appropriate for the custody.

The provisions of the preceding two paragraphs shall not cause any change in the rights and duties of father and mother outside the scope of the custody.

Article 767. A husband or a wife who has changed his or her surname

by reason of marriage, resumes, by reason of divorce by agreement, the surname which he or she had assumed before the marriage.

Article 768. Husband or wife who has effected divorce by agreement may demand the distribution of property from the other spouse.

If no agreement is reached or possible between the parties with respect to the distribution of property in accordance with the provisions of the foregoing paragraph, any of the parties may apply to the Court of Domestic Relations for measures to take the place of such agreement, except, however, after the lapse of two years from the time of the divorce.

In the case mentioned in the preceding paragraph, the Court of Domestic Relations shall determine whether any such distribution is to be made or not and, if it is to be made, the sum as well as the mode of the distribution, taking into account the sum of such property as is acquired by cooperation of the parties and all other circumstances.

Article 769. If a husband or wife who had changed his or her surname by reason of the marriage, has effected divorce by agreement after his or her succession to the right stated in Article 897, paragraph 1, the person who is to succeed to the right shall be determined by an agreement between the parties and other persons concerned.

If no agreement contemplated in the preceding paragraph is reached or possible the person who is to succeed to the right mentioned in the preceding paragraph shall be determined by the Court of Domestic Relations.

SUB-SECTION II

Article 770. Husband or wife can bring an action for divorce only in

the following cases:

1. If the other spouse has committed an act of unchastity;

2. If he or she has been deserted maliciously by the other spouse;

3. If it is unknown for three years or more whether the other spouse is alive or dead;

4. If the other party is attached with severe mental disease and recovery therefrom is hopeless;

5. If there exists any other grave reason for which it is difficult for him or her to continue the marriage.

Even in cases where any or all of the grounds mentioned in items numbered 1 to 4 inclusive of the preceding paragraph exist, the Court may dismiss the action for divorce, if it deems the continuance of the marriage proper in view of all the circumstances.

Article 771. The provisions of Articles 766 to 769 inclusive shall apply with the necessary mofifications to judicial divorce.

CHAPTER III

PARENT AND CHILD

SECTION I

CHILDREN OF THE BODY

Article 772. A child conceived by a wife during marriage shall be presumed to be the child of the husband.

A child born two hundred days or more after the day on which the marriage was formed or born within three hundred days from the day on which the marriage was dissolved or annulled, shall be presumed to have been conceived

during marriage.

Article 773. If, in cases where a woman who has re-married in contravention of the provisions of Article 733, paragraph 1 has been delivered of a child, it is impossible to determine the father of the child in accordance with the provisions of the preceding Article, the Court shall determine the paternity.

Article 774. In any case mentioned in Article 772 the husband may deny that the child is legitimate.

Article 775. The right of denial mentioned in the preceding Article shall be exercised by an action against the child or the mother exercising parental power. In case there is no mother who exercises parental power, the Court of Domestic Relations must appoint a special representative.

Article 776. If, after it has been born, a husband acknowledges that the child is legitimate, he loses the right of denial.

Article 777. An action of denial must be brought within one year from the time when the husband became aware of the child's birth.

Article 778. In case the husband is a person adjudged incompetent, the period specified in the preceding Article shall be computed as from the time when the husband became aware of the child's birth after the revocation of the adjudication of incompetency.

Article 779. A child who is not legitimate may be recognized by its father or mother.

Article 780. A father or mother, even when under disability need not obtain the consent of his or her legal representative in order to recognize a child.

Article 781. The recognition of a child is affected by giving notification thereof in accordance with the law concerning registration of Families. Recognition may also be effected by means of will.

Article 782. A child of full age cannot be recognized without his or her assent.

Article 783. A father may recognize even a child en ventre sa mere. In this case the assent of the mother must be obtained.

A father or mother may recognize even a deceased child, but only when a lineal descendant of the child is living. In this case if such lineal descendant is of full age his or her assent must be obtained.

Article 784. Recognition shall be effective retroactively as from the time of birth; but the rights acquired by third persons prior thereto shall not be prejudiced thereby.

Article 785. A father or mother who has effected recognition cannot revoke such recognition.

Article 786. A child or any other person interested may allege any fact adverse to recognition.

Article 787. A child, any of its lineal descendants of the legal representative of any of them can bring an action for recognition, this shall not apply after the lapse of three years from the time when the father or mother died.

Article 788. The provisions of Article 766 shall apply with the necessary modifications in cases where a father effects recognition.

Article 789. A child recognized by its father acquires the status of a legitimate child by reason of the marriage of its father and mother.

A child recognized by its father and mother during the subsistence of

their marriage acquires the status of a legitimate child as from the time of such recognition.

The provisions of the preceding two paragraphs shall apply with the necessary modifications in cases where the child is already dead.

Article 790. A legitimate child assumes the surname of its father and mother. If, however, before the birth of the child its father and mother have divorced, the child assumes the surname of its father and mother at the time of the divorce.

An illegitimate child assumes the surname of its mother.

Article 791. In case where the surname of a child differs from that of its father or mother, the child may, with the leave of the Court of Domestic Relations, assume the surname of its father or mother.

In cases where a child is under fifteen years, the legal representative thereof may effect the act mentioned in the preceding paragraph in behalf of the child.

The minor child who has changed its surname in accordance with the provisions of the two preceding paragraphs, may resume its prior surname within one year as from the day on which he attained majority.

SECTION II

ADOPTION

SUB-SECTION I

REQUISITES FOR ADOPTION

Article 792. Any person who has attained majority may adopt another.

Article 793. No ascendant or person of older age may be adopted.

Article 794. A guardian must obtain the leave of the Court of Domestic Relations in order to adopt the ward. The same shall also apply after the duties of the guardian have come to an end, so long as the accounts of the management have not been completed.

Article 795. A person who has a spouse may not effect adoption except jointly with the spouse. But this shall not apply in cases where husband or wife adopts any of the children of the other spouse.

Article 796. If, in the case of the preceding Article, either the husband or wife is unable to declare his or her intention, the other may effect adoption in the name of both.

Article 797. If the person to be adopted is under fifteen years of age his legal representative can assent to the adoption in his place.

Article 798. In order to adopt a minor child, the leave of the Court of Domestic Relations must be obtained, excepting, however, the case where a person adopts any of the lineal descendants of his own or of the other spouse.

Article 799. The provisions of Articles 738 and 739 shall apply with the necessary modifications to an adoption.

Article 800. The notification of adoption may not be accepted unless the adoption does not contravene the provisions of Articles 792 to 799 inclusive and of other laws and ordinances.

Article 801. In cases Japanese subjects resident in a foreign country desire to effect an adoption of the one by the other, notification thereof may be made to the Japanese Ambassador Minister or a Japanese Consul acting in that foreign country.

In this case the provisions of Article 739 and the preceding Article shall apply with the necessary modifications.

SUB-SECTION II

NULLITY AND ANNULMENT OF ADOPTION

Article 802. An adoption is void in the following cases only:

1. Where there is no intention to effect adoption common to the parties owing to a mistake as to the identity of the person or through any other cause:

2. Where the parties do not make notification of the adoption: but if the notification only fails to fulfil the conditions prescribed in Article 739, paragraph 2, the validity of the adoption shall not be affected thereby.

Article 803. An adoption cannot be annulled except in accordance with the provisions of Articles 804 to 808 inclusive.

Article 804. In the case of an adoption effected in contravention of the provisions of Article 792, an application may be made to the Court for its annulment by the parent by adoption or his legal representative: but this shall not apply if six months have elapsed or if the parent by adoption has ratified it after having attained majority.

Article 805. In the case of an adoption effected in contravention of the provisions of Article 793, an application may be made to the Court for its annulment by either party thereto or any of each party's relatives.

Article 806. In the case of an adoption effected in contravention of Article 794, an application may be made to the Court for its annulment by

the adopted child or any of its relatives on the side of its original family: but this shall not apply if the adopted child has ratified it or six months have elapsed, after the account of the management had been completed.

The ratification does not become effective unless made after the adopted child has attained majority or has recovered its capacity.

In cases where the account of the management has been completed before the adopted child attains majority or recovers its capacity, the period specified in the proviso to the first paragraph shall be computed as from the time when the adopted child has attained majority or has recovered its capacity.

Article 807. In case of an adoption effected in contravention of the provisions of Article 798, an application may be made to the Court for its annulment by the adopted child or by any of its relatives on the side of its original family, or by the person who has assented to the adoption in place of the adopted child. But this shall not apply if six months have elapsed from the time when the adopted child attained to the majority, or if it has ratified the adoption.

Article 808. The provisions of Articles 747 and 748 shall apply with the necessary modifications to an adoption; but the period specified in Article 747, paragraph 2 shall be one of six months.

The provisions of Articles 769 and 816 shall apply with necessary modifications to the annulment of adoption.

SUB-SECTION III

EFFECT OF ADOPTION

Article 809. An adopted child acquires as from the day of adoption

the status of a legitimate child of the parent by adoption.

Article 810. An adopted child assumes the surname of the parent by adoption.

SUB-SECTION IV

DISSOLUTION OF ADOPTIVE RELATION

Article 811. The parties to an adoption may effect by agreement a dissolution of the adoptive relation.

If an adopted child is under fifteen years of age dissolution of adoptive relation may be effected by agreement between the parent by adoption and the person who would have the right to assent to an adoption in place of the adopted child.

If an adopted child desires to effect a dissolution of adoptive relation after the death of the parent by adoption, the child may effect it with the leave of the Court of Domestic Relations.

Article 812. The provisions of Articles 738, 739, 747 and Article 808, paragraph 1, proviso shall apply with the necessary modifications to dissolution of adoptive relation by agreement.

Article 813. The notification of dissolution of the adoptive relation may not be accepted unless the dissolution does not contravene the provisions of Article 739, paragraph 2 and Article 811 and of other laws or ordinances.

The validity of a dissolution of the adoptive relation shall not be affected even when the notification has been accepted in contravention of the provisions of the preceding paragraph.

Article 814. One of the parties to an adoption can bring an action for dissolution of adoptive relation in the following cases only:

1. If such party has been deserted maliciously by the other:

2. If it is unknown for three years or more whether the adopted child is alive or dead:

3. If there exists any other grave reason for which it is difficult for such party to continue the adoptive relation.

The provision of Article 770, paragraph 2 shall apply with the necessary modifications to the cases mentioned in any of the items numbered 1 and 2 of the preceding paragraph.

Article 815. So long as an adopted child has not completed its fifteenth year, any person who would have the right to assent to his adoption can bring an action for dissolution of adoptive relation.

Article 816. An adopted child resumes, by reason of dissolution of the adoptive relation, the surname assumed by it before the adoption.

Article 817. The provision of Article 769 shall apply with the necessary modifications to the case of dissolution of adoption.

CHAPTER IV

PARENTAL POWER

SECTION I

GENERAL PROVISIONS

Article 818. A child who had not yet attained majority is subject to the parental power of its father and mother.

If such child is an adopted one, it is subject to the parental power of its parents by adoption.

While father and mother are in matrimonial relation, they jointly exer-

cise the parental power. But, if either the father or the mother is unable to exercise the parental power, the other parent exercises it.

Article 819. If father and mother have effected divorce by agreement, they shall determine one of them to have the parental power by agreement.

In cases of judicial divorce the Court determines a father or mother to have the parental power.

If the father and mother have effected divorce before the birth of child, the parental power is exercised by the mother. But the father and mother may determine the father to have the parental power by agreement after the birth of child.

The parental power over a child recognized by its father shall be exercised by its father, if and only if the father and mother determine the father to have the parental power by their agreement.

If no agreement mentioned in any of paragraphs 1 and 3 and preceding paragraph is reached or possible, the Court of Domestic Relations may render judgement in place of agreement on application of the father or mother.

If it deems necessary for the benefit of a child, the Court of Domestic Relations may transfer the parental power from one of parents to other on application of any relative of the child.

Article 820. A person who exercises parental power has the right and incurs the duty of providing for the custody and education of his or her child.

Article 821. A child must establish its place of residence in the place designated by the person who exercises parental power.

Article 822. A person who exercises parental power can, in so far as is necessary, personally chastise his or her child or, with the permission

of the Court of Domestic Relations, can place it in a disciplinary institution.

The period for which a child is to be placed in a disciplinary institution shall be determined by the Court of Domestic Relations at no more than six months; but such period may be shortened at any time on the application of the person who exercises parental power.

Article 823. A child may not carry on an occupation unless with the permission of the person who exercises parental power.

In the case of Article 6, paragraph 2 the person who exercises parental power may revoke or restrict the permission mentioned in the preceding paragraph.

Article 824. A person who exercises parental power manages the property of a child and represents the child on juristic acts concerning its property: ---in cases, however, where an obligation is to be created having for its subject any act of the child, the consent of the child itself must be obtained.

Article 825. In case either a father or mother who shall exercise parental power jointly with the other has performed a juristic act in place of the child or has given consent to its performance by the child, in the names of both of them the validity of such act shall not be affected thereby, even if it should be contrary to the intention of the other. But this shall not apply if the other party to such act was acting in bad faith.

Article 826. In respect of acts in which the interests of a father or mother who exercises parental power conflict with those of his or her child, the person who exercises the parental power must apply to the Court of Domestic Relations for the appointment of a special representative on behalf of the child.

In cases where a person who exercises parental power over two or more children the provisions of the preceding paragraph shall, on behalf of one

party, apply with the necessary modifications in respect of acts in which the interests of one child conflict with those of the other or others.

Article 827. A person who exercises parental power must exercise his or her right of management with the same care as he or she uses when acting on his or her own behalf.

Article 828. When a child has attained majority, the person who has been exercising parental power must without delay render an account of the management; but the expenses of the maintenance of the child and of the management of the property on the one hand and the profits of the child's property on the other shall be deemed to have been set-off against each other.

Article 829. If a third person who gratuitously transfers property to a child has declared an intention contrary to the provisions of the proviso to the preceding Article, they shall not apply to such property.

Article 830. If a third person who gratuitously transfers property to a child has declared an intention not to permit its father or mother who exercises parental power to manage it, such property shall not come under the management of such father or mother.

If, in the case where neither father nor mother has the right of management with respect to the property mentioned in the preceding paragraph, the third person has designated no manager, the Court of Domestic Relations shall appoint one on the application of the child, of any of its relatives or of a Public Procurator.

Even when the third person has designated a manager the same shall apply if, in cases where the powers of such manager have come to an end or it has become necessary to appoint another manager in his stead, the third person fails to appoint a manager anew.

The provisions of Articles 27 to 29 inclusive shall apply with the necessary modifications to the cases mentioned in the preceding two paragraphs.

Article 831. The provisions of Articles 654 and 655 shall apply with the necessary modifications to cases where a person who exercises parental power manages the property of the child, and also the case mentioned in the preceding Article.

Article 832. Any obligatory right arising as between a person who has exercised parental power and the child, with respect to the management of the property, shall be extinguished by prescription if not exercised within five years from the time when the right of management becomes extinguished.

If the right of management has been extinguished and there is no legal representative of the child before the child attains majority, the period mentioned in the preceding paragraph shall be computed as from the time when the child has attained majority or a succeeding legal representative has assumed office.

Article 833. A person who exercises parental power exercises, in place of the child subjected to his parental power, the parental power of such child.

SECTION III

LOSS OF PARENTAL POWER

Article 834. If a father or mother abuses parental power or is guilty of gross misconduct, the Court of the Domestic Relations may, on the application of any of the child's relatives or of a Public Procurator adjudge the forfeiture of the parental power.

Article 835. If a father or mother who exercises parental power endan-

gers by mismanagement the property of his or her child, the Court of Domestic Relations may, on the application of any of the child's relatives or of a Public Procurator, adjudge the forfeiture of the right of management.

Article 836. If the causes mentioned in the preceding two Articles have ceased to exist, the Court of Domestic Relations may, on the application of the party concerned or of any of his relatives, revoke the adjudication of the forfeiture of the power or right.

Article 837. A father or mother who exercises parental power may, where circumstances make it imperative decline the exercise of parental power or the right of management with the leave of the Court of Domestic Relations.

If the circumstances mentioned in the preceding paragraph cease to exist, a father or mother may recover the parental power or the right of management with the leave of the Court of Domestic Relations.

CHAPTER V

GUARDIANSHIP

SECTION I

COMMENCEMENT OF GUARDIANSHIP

Article 838. Guardianship commences in any of the following cases:

1. If there is no one to exercise parental power over a minor, or if the person who exercises parental power has no right of management:

2. If an adjudication of incompetency has been made.

SECTION II

ORGANS OF GUARDIANSHIP

SUB-SECTION I

GUARDIAN

Article 839. The person who last exercises parental power over a minor can designate a guardian by will, unless such person has no right of management.

If either a father or mother who exercises parental power has no right of management, the other parent may designate a guardian in accordance with the provisions of the preceding paragraph.

Article 840. If either husband or wife has been adjudged incompetent, the other spouse becomes his or her guardian.

Article 841. If there is no person to become guardian in accordance with the provisions of the preceding two Articles, the Court of Domestic Relations shall appoint a guardian on the application of any of the ward's relatives or of any other persons interested. The same shall also apply in cases where a vacancy occurs in the position of guardian.

Article 842. In case it has become necessary to appoint a guardian for the reason that a father or mother has declined to exercise his or her parental power or to manage the property, or that a guardian has resigned his office or that a father or mother has forfeited his or her parental power, such father or mother guardian must, without delay, apply to the Court of Domestic Relations for the appointment of a guardian.

Article 843. There cannot be more than one guardian.

Article 844. A guardian may, where any reasonable ground exists, resign his office with the leave of the Court of Domestic Relations.

Article 845. If any unjust act or gross misconduct has been done by a

guardian, or there is any other ground for which a guardian is unfit to perform his duties, the Court of Domestic Relations may remove such guardian from his office on the application of a supervisor of the guardian or of any of the ward's relatives.

Article 846. None of the persons mentioned below can become a guardian:

1. A minor;

2. A person adjudged incompetent or quasi-incompetent;

3. A legal representative or curator who has been removed by the Court of Domestic Relations;

4. A bankrupt;

5. A person who brings or has brought an action against the ward, or the spouse or any of the lineal relatives by blood of such person;

6. A person whose whereabouts is unknown.

Article 847. The provisions of Articles 840 to 846 inclusive shall apply with the necessary modifications to a curator.

In respect of acts in which the interests of a curator or the person whom he represents conflict with those of the person adjudged incompetent, the curator must apply to the Court of Domestic Relations for the appointment of a curator ad hoc.

SUB-SECTION II

SUPERVISOR OF GUARDIAN

Article 848. A person who can designate a guardian can designate by will a supervisor of the guardian.

Article 849. In cases where no supervisor of the guardian is designated

in accordance with the provisions of the preceding Article, the Court of Domestic Relations may, if it deems necessary, appoint a supervisor of the guardian on the application of any of the ward's relatives or of the guardian. The same shall also apply in cases where a vacancy occurs in the position of the guardian.

Article 850. The spouse, the lineal relatives by blood and the brothers and sisters of a guardian cannot become a supervisor of the guardian.

Article 851. The duties of a supervisor of the guardian are as follows:

1. To supervise the conduct of the affairs by the guardian;

2. In case a vacancy occurs in the position of guardian, to apply to the Court of Domestic Relations for the appointment of a guardian;

3. To adopt such measures as may be necessary in cases where circumstances of urgency exist;

4. To represent the ward in respect of acts in which the interests of the guardian or any person whom he represents conflict with those of the ward.

Article 852. The provisions of Articles 644 and 844 to 846 shall apply with the necessary modifications to a supervisor of the guardian.

SECTION III

FUNCTIONS OF GUARDIANSHIP

Article 853. A guardian must without delay enter upon a survey of the ward's property, and must complete such survey and prepare an inventory of such property within one month; but this period may be extended by the Court of Domestic Relations.

The survey of property and the preparation of the inventory thereof are

of no effect unless conducted, in case there is a supervisor of the guardian, in his presence.

Article 854. Until a guardian has completed the preparation of the inventory, he has authority to do acts of urgent necessity only; but this cannot be set up against a third person acting in good faith.

Article 855. If, in cases where a guardian possesses an obligatory right as against, or is under an obligation towards, the wards, there is a supervisor of the guardian, he must make a report thereof to the supervisor of the guardian before he enters upon the survey of the property.

If a guardian, notwithstanding that he is aware of the fact that he possesses an obligatory right as against the ward, fails to make a report thereof, that he forfeits such obligatory right.

Article 856. The provisions of the preceding three Articles shall apply with the necessary modifications to cases in which the ward has acquired property by a universal title after the guardian has assumed office.

Article 857. The guardian of a minor has, with regard to the matters mentioned in Articles 820 to 823 inclusive, the same rights and duties as a person who exercises parental power; but he must obtain the consent of the supervisor of the guardian if there is any, in order to change the mode of education or the place of residence determined by the father or mother who exercises parental power, to place the minor in a disciplinary institution, to permit him to carry on business or to revoke or to restrict such permission.

Article 858. The guardian of a person adjudged incompetent must be diligent in the medical treatment and care of the person adjudged incompetent,

according to the latter's financial capacity.

In order to place a person adjudged incompetent in a lunatic asylum or any other similar institution, or to put such a person under restraint in a private house, it is required to obtain the leave of the Court of Domestic Relations.

Article 859. A guardian manages the ward's property and represents the ward in juristic acts concerning the latter's property.

The provisions of the proviso to Article 824 shall apply with the necessary modifications to the case mentioned in the preceding paragraph.

Article 860. The provisions of Article 826 shall apply with the necessary modifications to guardian, excepting however, the case where there is a supervisor of the guardian.

Article 861. A guardian must, on assuming office, estimate the amount of money to be expended annually for the livilihood, the education, the medical treatment and care of the ward and for the management of his propesty.

Article 862. The Court of Domestic Relations may allow reasonable remuneration to the guardian out of the ward's property having regard to the financial capacity of the guardian and the ward and dher circumstance.

Article 863. At any time, a supervisor of the guardian or the Court of Domestic Relations may demand a guardian to report his guardianship affairs or to submit the inventory, or may investigate such affairs or the state of the ward's property.

The Court of Domestic Relations may, on the application of a supervisor of the guardian, of any of the ward's relatives or of any other persons interested, or of its own motion, order such dispositions as may be necessary for

the management of the ward's property or other guardianship affairs.

Article 864. A guardian must obtain, in case there is a supervisor of the guardian, his consent in order to conduct business or to do any of the acts mentioned in Article 12, paragraph 1 in place of the ward, or to give consent to its performance by the minor, but this shall not apply to the receipt of capital.

Article 865. Any act done or consented to by a guardian in contravention of the provisions of the preceding Article may be avoided by the ward or by the guardian; in this case the provisions of Article 19 shall apply with the necessary modifications.

The provisions of the preceding two paragraphs shall not preclude the application of Articles 121 to 126.

Article 866. If a guardian has acquired by assignment the ward's property of a third person's right as against the ward, the ward may avoid the assignment. In this case the provisions of Article 19 shall apply with the necessary modifications.

The provisions of the preceding paragraph shall not preclude the application of the provisions of Articles 121 to 126 inclusive.

Article 867. A guardian exercises parental power in place of a minor.

The provisions of Articles 853 to 857 and 861 to 866 inclusive shall apply with the necessary modifications to the cases mentioned in the preceding paragraph.

Article 868. In cases where the person who exercises parental power does not possess the right of management, the guardian possesses only such power as relates to the property.

Article 869. The provisions of Articles 644, and 830 shall apply with the necessary modifications to guardianship.

SECTION IV

TERMINATION OF GUARDIANSHIP

Article 870. When the duties of a guardian have terminated, the guardian or his successor must render an account of his management within two months, but such period may be extended by the Court of Domestic Relations.

Article 871. The accounts of the guardianship must be made up, in case there is a supervisor of the guardian, in his presence.

Article 872. Any contract entered into between a minor and the guardian or his successor, after the former has attained majority but before the accounts of the guardianship have been completed may be avoided by the former. The same shall apply to any unilateral act effected by such person towards the guardian or his successors.

The provisions of Articles 19 and 121 to 126 inclusive shall apply with the necessary modifications to the cases mentioned in the preceding paragraph.

Article 873. Money to be returned by a guardian to the ward or by a ward to the guardian shall bear interest as from the time when the accounts of the guardianship have been completed.

If a guardian has expended the ward's money on his own behalf, such money shall bear interest as from the time of the expenditure, and if there has been any damage, he is bound also to make compensation for it.

Article 874. The provisions of Articles 654 and 655 shall apply with

the necessary modifications to guardianship.

Article 875. The prescription provided in Article 832 shall apply with the necessary modifications to obligatory rights which have arisen in respect to guardianship as between the guardian or the supervisor of the guardian and the ward.

In cases where a juristic act has been avoided in accordance with the provisions of Article 872, the prescription mentioned in the preceding paragraph shall be computed as from the time of the avoidance.

Article 876. The provisions of paragraph 1 of the preceding Article shall apply with the necessary modifications as between a curator and a person adjudged quasi-incompetent.

CHAPTER VI

SUPPORT

Article 877. The lineal relatives by blood and brothers and sisters shall be under duty to furnish support each other.

If there are special circumstances, the Court of Domestic Relations may impose a duty to furnish support as between the relatives within the third degree other than those mentioned in the preceding paragraph.

If, after the decision pursuant to the provisions of the preceding paragraph had been rendered, any change has taken place in the circumstances, the Court of Domestic Relations may revoke the decision.

Article 878. If, in cases where there exists two or more persons under a duty to furnish support, no agreement is reached or possible between the parties with respect to the order in which they are to furnish support, such

order shall be determined by the Court of Domestic Relations. If, in cases where there exists two or more persons entitled to support, the financial capacity of the person who is under duty to furnish support is insufficient to support all of them, the same as provided above shall also apply with respect to the order in which they receive support.

Article 879. If no agreement is reached or possible between the parties concerned with respect to the extent and mode of support, the Court of Domestic Relations shall determine such matters, taking into account the needs of the person entitled to support, the financial capacity of the person under duty to support and all other circumstances.

Article 880. If, after an agreement had been arrived at or a decision rendered with respect to the order in which the persons who are under duty to furnish support are to furnish support or in which the persons entitled to receive support are to receive support to the extent and mode of support or if any changes have taken place in the circumstances, the Court of Domestic Relations may alter or revoke the agreement or the decision.

Article 881. The right to be supported cannot be the subject of disposition.

BOOK V

SUCCESSION

CHAPTER I

GENERAL PROVISIONS

Article 882. Succession is opened by reason of death.

Article 883. Succession is opened at the permanent residence of the person to be succeeded to.

Article 884. The right to demand recovery of succession shall be extinguished by prescription, if it is not exercised within five years from the time when the successor or his legal representative became aware of the facts constituting a violence of the right of succession.

Article 885. Expenses relating to the property succeeded to shall be defrayed out of such property, excepting, however, such as are caused by the negligence of the successor.

A person entitled to a legally secured portion cannot be compelled to defray the expenses mentioned in the preceding paragraph out of any property acquired by him through an abatement of gifts.

CHAPTER II

SUCCESSORS

Article 886. A child en ventre sa mere shall in respect of succession be deemed to have been already born.

The provisions of the preceding paragraph shall not apply in cases where the child en ventre sa mere is born dead.