Title VII. Of Sale (Art. 2438 - 2659)

Louisiana

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ART. 2437. Whenever a marriage shall have been contracted in this State, and the husband, after such marriage, shall remove or shall have removed to a foreign country with his wife, if the husband shall behave or have behaved towards his wife in said foreign country in such a manner as would entitle her, under our laws, to demand a separation of property, it shall be lawful for her, on returning to the domicile where her marriage was contracted, to institute a suit there against her husband for the purposes above mentioned, in the same manner as if they were still domiciliated in said place. In such cases an attorney shall be appointed by the court to represent the absent defendant; the plaintiff shall be entitled to all the remedies and conservatory measures granted by law to married women, and the judgment shall have force and effect in the same manner as if the parties had never left the State.

RCC—142, 2425 et seq., 2436.

RCC 1870, Art. 2437. (Same as Art. 2437 of Proposed Revision of 1869; similar to Acts 1855, No. 9 (RS §§1198, 1719))

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

TITLE VII—OF SALE*

*See general comment by redactors, Projet, p. 302.

Chapter 1—Of the Nature and Form of the Contract of Sale

ART. 2438. In all cases, where no special provision is made under the present title, the contract of sale is subjected to the general rules established under the title: Of Conventional Obligations.

RCC—2441, 2457, 2516, 2547, 2659, 2667, 2668, 2783, 3485.

RCC 1870, Art. 2438.
Same as above.

CC 1825, Art. 2413. (Projet, p. 302. Addition adopted; no comment) Dans tous les cas, auxquels il n’est pas pourvu spécialement par les dispositions contenues dans le présent titre, le contrat de vente est soumis aux règles générales, établies au titre des obligations conventionnelles.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2439. The contract of sale is an agreement by which one gives a thing for a price in current money, and the other gives the price in order to have the thing itself.

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Art. 2440

Three circumstances concur to the perfection of the contract, to wit: the thing sold, the price and the consent.


RCC 1870, Art. 2439.

Same as above.

CC 1825, Art. 2414. (No reference in Projet)

Same as above; but comma (,) after “agreement.”

CC 1808, p. 344, Art. 1.

Par. 1 same as par. 1, above; but no punctuation after “agreement.”

Three circumstances concur to the perfection of said contract, to wit: the thing sold, the price, and the consent.

CC 1804, Art. 1582, par. 1.

Sale is an agreement by which one obligates himself to deliver a thing, and the other to pay for it.

La vente est une convention par laquelle l’un s’oblige à livrer une chose, et l’autre à la payer.

ART. 2440. All sales of immovable property shall be made by authentic act or under private signature.

Except as provided in article 2275, every verbal sale of immovables shall be null, as well for third persons as for the contracting parties themselves, and the testimonial proof of it shall not be admitted.


RCC 1870, Art. 2440. (Same as Art. 2440 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2415. (No reference in Projet)

All sales of immovable property or slaves shall be made by authentic act, or under private signature.

All (Every) verbal sale of any of these things shall be null, as well for third persons as for the contracting parties themselves, and the testimonial proof of it shall not be admitted.

CC 1808, p. 344, Art. 2, pars. 1, 2.

Same as above; but no punctuation after “act”, or after “null.”

CN 1804, Art. 1582, par. 2.

It may be made by authentic act or under private signature.

Toute vente d’immeuble et d’esclaves doit être faite par acte authentique, ou sous signature privée. Toute vente verbale de ces objets serait nulle, tant à l’égard des tiers qu’entre les parties contractantes, et la preuve testimoniale n’en est pas admise.

-p. 345, Art. 2, par. 1.

Same as above; but comma (,) after “d’immeuble”, after “d’esclaves”, after “verbale”, after “objets”, and after “tiers”; colon (:) after “privée.”

Elle peut être faite par acte authentique, ou sous seing privé.
ART. 2441. The verbal sale of all movable effects, whatever may be their value, is valid; but its testimonial proof must be made agreeably with what is directed in the title: Of Conventional Obligations.

RCC—1922, 1923, 2247, 2277, 2278, 2438, 2775, 2803. Acts 1926, No. 11.
RCC 1870, Art. 2441. (Same as Art. 2441 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2416. (No reference in Projet)
The verbal sale of all moveable effects, whatever may be their value, is valid; but its testimonial proof must be made agreeably to what is directed in the title of conventional obligations.

CC 1808, p. 344, Art. 2, par. 3.
The verbal sale of all moveable effects whatever may be their value, is valid, but its testimonial proof must be made agreeably to what is directed in the title of contracts and conventional obligation (obligations) in general.

CN 1804. No corresponding article.

ART. 2442. The sale of any immovable made under private signature, shall have effect against the creditors of the parties, and against third persons in general, only from the day such sale was registered according to law, and the actual delivery of the thing sold took place.

But this defect of registering shall not be pleaded between the parties who shall have contracted in such act, their heirs or assigns, who are as effectually bound by a sale made under private signature, as if it were by an authentic act.

RCC—1920, 1921, 2240 et seq., 2246, 2251 et seq., 2265, 2266, 2276, 2440, 2479, 2480, 3483 et seq.
RCC 1870, Art. 2442. (Same as Art. 2442 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2417. (Projet, p. 302. Amendment amended and adopted; no comment)
The sale of any immovable or slaves, made under private signature, shall have effect against the creditors of the parties, and against third persons in general, only from the day such sale was registered in the office of a notary and the actual delivery of the things sold took place.
Par. 2 same as par. 2, above.

CC 1808, p. 344, Art. 3.
The sale of any immovable or slaves made under private signature shall have

-p. 345, Art. 3.
La vente de tout immeuble ou esclave, faite sous signature privée, n'aura d'effet contre les créanciers des parties, ni contre les tiers en général, et ne pourra leur préjudicier, que du jour où elle aura été enregistrée dans l'étude d'un notaire, et où la délivrance réelle de l'objet vendu a eu lieu.
Mais ce défaut d'enregistrement ne pourra être opposé entre les parties qui auront contracté dans l'acte, leurs héritiers ou ayant-cause, lesquels sont aussi obligés par une vente sous signature privée que si elle avait été faite par un acte authentique.
effect to the prejudice of persons not parties to it, only from the day said sale was registered in the office of a notary.

Nevertheless if that registering is duly made, to wit: within six days from the date of the act, for sales made in the parish of New-Orleans, and within ten days from said date for sales made in the other parishes of this territory, the sale so registered shall have effect against third persons and will bar them even from the date of the act under private signature: but this defect of registering shall not be pleaded between the parties who shall have contracted in said act, their heirs or assigns, who are as effectually bound by a sale made under private signature as if it were by an authentic act.

AN 1804. No corresponding article.

ART. 2443. He who is already the owner of a thing, can not validly purchase it. If he buys it through error, thinking it the property of another, the act is null, and the price must be restored to him.

RCC—495, 1758, 1821, 1824, 1893, 1896, 2302.

RCC 1870, Art. 2443. Same as above.

CC 1825, Art. 2418. (Projet, p. 303. Addition adopted; no comment) Celui qui est déjà propriétaire d'une chose ne peut l'acheter valablement; s'il l'a achetée par erreur, la croyant à autrui, l'acte est nul, et le prix doit lui être rendu.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2444. The sales of immovable property made by parents to their children, may be attacked by the forced heirs, as containing a donation in disguise, if the latter can prove that no price has been paid, or that the price was below one-fourth of the real value of the immovable sold, at the time of the sale.

RCC—1248, 1250, 1491, 1768, 1819, 1848, 1849, 1860, 1881, 2276.

RCC 1870, Art. 2444. (Same as Art. 2444 of Proposed Revision of 1869) Same as above.

CC 1825, Art. 2419. (Projet, p. 303. Addition amended and adopted; no comment) Les ventes d'immeubles ou d'esclaves que les pères ou mères font à leurs enfants peuvent être attaquées par les héritiers forcés, comme contenant une donation déguisée, si ces derniers prouvent qu'aucun prix n'a été donné ou que ce prix a été audessous du quart de la valeur réelle de l'immeuble ou des esclaves vendus, au temps de la vente.

CC 1808. No corresponding article.

CN 1804. No corresponding article.
ART. 2445. All persons may buy and sell, except those interdicted by law.

RCC—69, 222, 337, 386, 484, 1146, 1343, 1344, 1470, 1546, 1547, 1782 et seq., 1790, 2357 et seq., 2446, 2870, 3300, 3462. Acts 1938, No. 290.

RCC 1870, Art. 2445.
Same as above.

CC 1825, Art. 2420. (No reference in Projet)
Same as above. Tous ceux auxquels la loi ne l'interdit pas, peuvent acheter ou vendre.

Same as above; but no punctuation after "sell."

CN 1804, Art. 1594.
Same as above.

ART. 2446. A contract of sale, between husband and wife, can take place only in the three following cases:

1. When one of the spouses makes a transfer of property to the other, who is judicially separated from him or her, in payment of his or her rights.

2. When the transfer made by the husband to his wife, even though not separated, has a legitimate cause, as the replacing of her dotal or other effects alienated.

3. When the wife makes a transfer of property to her husband, in payment of a sum promised to him as a dowry.

Saving, in these three cases, to the heirs of the contracting parties, their rights, if there exist any indirect advantage.

RCC—122, 1493 et seq., 1749 et seq., 1763, 1786, 1790, 1824, 1893, 2327, 2329, 2361, 2391, 2398, 2445, 2448, 2659.

RCC 1870, Art. 2446.
Same as above.

CC 1825, Art. 2421. (No reference in Projet)
Same as above; but semicolon (;) after "rights"; and after "alienated"; no punctuation after "saving", or after "three cases."

1. Celui où l'un des deux époux cède des biens à l'autre époux, séparé juridiquement d'avec lui, en payement de ses droits;

2. Celui où la cession que le mari fait à la femme, même non séparée, a une cause légitime, comme le rempli de ses biens dotaux aliénés ou autres;

3. Celui où la femme cède des biens à son mari, en payement d'une somme qu'elle lui aurait promise en dot.

Sauf, dans ces trois cas, les droits des héritiers des parties contractantes, s'il y a avantage indirect.
Art. 2447

A contract of sale between the husband and wife, can take place only in the three following cases:
Subds. 1, 2 same as subds. 1, 2, above; but no punctuation after “other”, or after “wife”; comma (,) after “rights.”
3d, When the wife makes a transfer of property to her husband in payment of a sum promised to him as a dowry; saving in these three last cases, to the heirs of the contracting parties their rights, if there exist any indirect advantage.

CN 1804, Art. 1595.
Par. 1 and subd. 1 same as par. 1 and subd. 1, above.

2. When the transfer made by the husband to his wife, even though not separated, has a legitimate cause, such as the replacing of her alienated immovables, or funds belonging to her, if these immovables or funds do not fall into the community.
3. When the wife makes a transfer of property to her husband in payment of a sum promised to him as a dowry, and when there is no community.
Last par. same as CC 1825, Art. 2421, last par., above.

RCC 1870, Art. 2447.
Same as above.

CC 1825, Art. 2422.
(Proit, p. 303. Addition adopted; no comment)
Les fonctionnaires publics attachés aux cours de justice, tels que les juges, les avocats, les procureurs, les greffiers et les shérifs, ne peuvent acheter des droits litigieux, qui sont de la compétence du tribunal dans le ressort duquel ils exercent leurs fonctions, à peine de nullité, et de tous dépens, dommages et intérêts.

CC 1808. No corresponding article.

CN 1804, Art. 1597.
Judges, acting judges, commissaires du Gouvernement, their deputies, clerks, bailiffs, attorneys, official counsel and

Les juges, leurs suppléants, les commissaires du Gouvernement, leurs substituts, les greffiers, huissiers, avoués.
notaries, may not become transferees of lawsuits, litigious rights and actions which fall under the jurisdiction of the tribunal in which they exercise their functions, under penalty of nullity, and of having to defray costs, damages and interest.

defenseurs officieux et notaires, ne peuvent devenir cessionnaires des procès, droits et actions litigieux qui sont de la compétence du tribunal dans le ressort duquel ils exercent leurs fonctions, à peine de nullité, et des dépens, dommages et intérêts.

Chapter 3—Of Things which may be Sold*

*See general comment by redactors, Projet, p. 303.

ART. 2448. Any effects of commerce may be sold, when there exists no particular law to prohibit the traffic thereof.


RCC 1870, Art. 2448. (Same as Art. 2448 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2423. (No reference in Projet)

Any effects of commerce may be sold, when there exists [exist] no particular laws to prohibit the traffic thereof.

CC 1808, p. 348, Art. 16.

Same as above; but no punctuation after “sold”; “traffic” misspelled “trafic.”

CN 1804, Art. 1598.

Any effects of commerce may be sold when there exists no particular law to prohibit the alienation thereof.

Projet du Gouvernement (1800), Book III, Title XI, Art. 16.

Same as RCC 1870, Art. 2448, above.

ART. 2449. Not only corporeal objects, such as movables and immovables, live stock and produce, may be sold, but also incorporeal things, such as a debt, an inheritance, the rights, titles and interests to an inheritance or to any parts thereof, a servitude or any other rights. (As amended by Acts 1888, No. 126)

RCC—460, 470, 471, 484, 654, 1764, 2448, 2454, 2481, 2642, 2896.

RCC 1870, Art. 2449. (Same as Art. 2449 of Proposed Revision of 1869)

Not only corporeal objects, such as movables and immovables, live stock and produce, may be sold, but also incorporeal things, such as a debt, an inheritance, a servitude, or any other rights.

CC 1825, Art. 2424. (No reference in Projet)

Not only corporeal objects, such as moveables and immovable, slaves, live stock and produce, may be sold, but also incorporeal things, such as a debt, an
Art. 2450

A sale is sometimes made of a thing to come: as of what shall accrue from an estate, of animals yet unborn, or such like other things, although not yet existing.

RCC—654, 1528, 1735, 1737, 1745, 1764, 1776, 1887, 1897, 2451, 2454.

RCC 1870, Art. 2450.

(Same as Art. 2450 of Proposed Revision of 1869)

CC 1808, p. 348, Art. 18.

Same as above; but no punctuation after "unborn", or after "things."

CN 1804. No corresponding article.

Art. 2451. It also happens sometimes that an uncertain hope is sold; as the fisher sells a haul of his net before he throws it; and, although he should catch nothing, the sale still exists, because it was the hope that was sold, together with the right to have what might be caught.

RCC—1764, 1776, 1887, 1897, 2025, 2034, 2035, 2450, 2982 et seq.

RCC 1870, Art. 2451.

Same as above.

CC 1825, Art. 2426.

It also happens sometimes that an uncertain hope is sold, as the fisher sells a haul of his net, before he throws it, and although he should catch nothing, the sale still exists, because it was the hope that was sold, together with the right to have what might be caught.

CC 1808, p. 348, Art. 19.

It also happens sometimes that an uncertain hope is sold, as the fisher sells a haul of his net, before ever he throws it, and although he should catch nothing, the sale still exists; because it was the hope that was sold together with the right to have what might be caught.

CN 1804. No corresponding article.
ART. 2452. The sale of a thing belonging to another person is null; it may give rise to damages, when the buyer knew not that the thing belonged to another person.


RCC 1870, Art. 2452.
Same as above.

CC 1825, Art. 2427.
(No reference in Projet)
Same as above; but comma (,) after "person."

CC 1808, p. 348, Art. 20.
The sale of a thing belonging to another person is null; it may give rise to damages when the buyer knew not that said thing belonged to another person.

CC 1804, Art. 1599.
Same as above.

ART. 2453. The thing claimed as the property of the claimant can not be alienated pending the action, so as to prejudice his right. If judgment be rendered for him, the sale is considered as a sale of another's property, and does not prevent him from being put in possession by virtue of such judgment. Nor shall it be lawful for debtors or third possessors of property, subject to a mortgage of any kind, to transfer or alienate such property, pending an action to enforce the mortgage, and any transfer or alienation made in contravention of the provisions of this article, shall have no effect as against the plaintiff, or plaintiffs, in such pending action. (As amended by Acts 1878, No. 3)


RCC 1870, Art. 2453.
The thing, claimed as the property of the claimant, can not be alienated, pending the action, so as to prejudice his right. If judgment be rendered for him, the sale is considered as a sale of another's property, and does not prevent him from being put in possession by virtue of such judgment.

CC 1825, Art. 2428.
(Projet, p. 303. Addition adopted; no comment)
La chose revendiquée ne peut être vendue pendant l'instance en revendication, de manière à porter préjudice à celui qui revendique; si judgment est rendu en sa faveur, cette vente est considérée comme vente du bien d'autrui, et ne l'empêche pas de se faire mettre en possession, en vertu de ce jugement.

CC 1808. No corresponding article.

CN 1804. No corresponding article.
Art. 2454

ART. 2454. The succession of a living person can not be sold.
RCC—11, 978, 984, 1887, 1888, 2326, 2449, 2450, 2513, 2650.

RCC 1870, Art. 2454.
Same as above.

CC 1825, Art. 2429. (No reference in Projet)
On ne peut vendre la succession d’une personne vivante.

Same as above.

CN 1804, Art. 1600.
The succession of a living person cannot be sold, even with his consent.

Projet du Gouvernement (1800), Book III, Title XI, Art. 18.
Same as CC 1808, p. 348, Art. 21, above.

Art. 2455. If, at the moment of the sale, the thing sold is totally destroyed, the sale is null; if there is only a part of the thing destroyed, the purchaser has the choice, either to abandon the sale, or to retain* the preserved part, by having the price thereof determined by appraisement.

RCC—1643, 1700, 1701, 1821, 1824, 1833, 1893, 1896 et seq., 2044, 2071 et seq., 2155, 2219, 2511, 2697, 2728, 2785, 2879.

RCC 1870, Art. 2455.
Same as above.

CC 1825, Art. 2430. (No reference in Projet)
Si au moment de la vente, la chose vendue était perie en totalité, la vente serait nulle.
Si une partie seulement de la chose est perie, il est au choix de l’acquéreur d’abandonner la vente, ou de demander* la partie conservée, en faisant diminuer (déterminer) le prix par appréciation.

Same as above; but “diminuer” correctly spelled “déterminer”; no punctuation after “vente.”

CN 1804, Art. 1601.
If at the moment of the sale the thing sold is totally destroyed, the sale is null.
If there is only a part of the thing destroyed, the purchaser has the choice, either to abandon the sale, or to claim the preserved part, by having the price thereof determined by appraisement.

Par. 1 same as par. 1, above; but no punctuation after “de la vente.”

Si une partie seulement de la chose est perie, il est au choix de l’acquéreur d’abandonner la vente, ou de demander la partie conservée, en faisant déterminer le prix par la ventilation.

*Note error in English translation of French text; “retain” should be “claim.”
Chapter 4—How the Contract of Sale Is to Be Perfected

*See general comment by redactors, Projet, p. 303.

**Art. 2456.** The sale is considered to be perfect between the parties, and the property is of right acquired to the purchaser with regard to the seller, as soon as there exists an agreement for the object and for the price thereof, although the object has not yet been delivered, nor the price paid.

RCC—1779, 1803, 1811, 1898, 1909, 1910, 1915 et seq., 1919 et seq., 2439, 2457 et seq., 2462, 2464, 2468, 2479, 2481, 2486, 2489, 2553, 2556, 2651, 2656, 2661, 2781, 2782.

**RCC 1870, Art. 2456.** (Same as Art. 2456 of Proposed Revision of 1869)

Same as above.

**CC 1825, Art. 2431.** (No reference in Projet)

The sale is considered to be perfect between the parties, and the property is of right acquired to the purchaser with regard to the seller, as soon as there exists an agreement for the object and for the price thereof, although the object has not yet been delivered, nor the payment made.

**CC 1808, p. 346, Art. 4.**

The sale is considered to be perfect between the parties, and the property is of right acquired to the purchaser with regard to the seller, as soon as there exists an agreement for the object and for the price thereof, although the object has not yet been delivered, nor the payment made.

**CN 1804, Art. 1583.**

Same as above.

**p. 347, Art. 4.**

Same as above; but comma (,) after "parfaite."

**Art. 2457.** The sale may be made purely and simply, or under a condition either suspensive or resolutive. The object of the sale may also be two or more alternative things.

In all these cases, its effects are regulated by the principles laid down in the title: *Of Conventional Obligations.*

RCC—1702, 2013, 2021, 2043, 2044, 2045, 2062, 2065 et seq., 2112, 2438, 2456, 2460, 2471 et seq.

**RCC 1870, Art. 2457.** (Same as Art. 2457 of Proposed Revision of 1869)

Same as above.
Art. 2458

La vente peut être faite, purement et simplement, ou sous une condition soit suspensive, soit résolutoire; elle peut aussi avoir pour objet* deux ou plusieurs choses alternatives: dans tous ces cas, son effet est réglé par les principes expliqués au titre des obligations conventionnelles.

CC 1808, p. 346, Art. 5.

La vente peut être faite, purement et simplement, ou sous une condition soit suspensive, soit résolutoire. Elle peut aussi avoir pour objet* deux ou plusieurs choses alternatives: dans tous ces cas, son effet est réglé par les principes généraux des conventions.

La vente peut être faite, purement et simplement, ou sous une condition soit suspensive, soit résolutoire. Elle peut aussi avoir pour objet* deux ou plusieurs choses alternatives: dans tous ces cas, son effet est réglé par les principes généraux des conventions.

*"To have" has no counterpart in French text.

Art. 2458. When goods, produce, or other objects, are not sold in a lump, but by weight, by tale, or by measure, the sale is not perfect, inasmuch as the things so sold are at the risk of the seller, until they be weighed, counted or measured; but the buyer may require either the delivery of them or damages, if there be any, in case of non-execution of the contract.

RCC—1779, 1886, 1909, 1915 et seq., 2456, 2459, 2460, 2467, 2468, 2477, 2478, 2485.

RCC 1870, Art. 2458. (Same as Art. 2458 of Proposed Revision of 1869)

Same as above.

Art. 2432. (No reference in Projet)

The sale may be made purely and simply, or under a condition either suspensive or resolutoire. The object of the sale may also be to have* two or several alternative things.

Par. 2 same as par. 2, above; but no punctuation after "title."

La vente peut être faite, purement et simplement, ou sous une condition soit suspensive, soit résolutoire; elle peut aussi avoir pour objet* deux ou plusieurs choses alternatives: dans tous ces cas, son effet est réglé par les principes expliqués au titre des contrats et obligations conventionnelles en général.

La vente peut être faite, purement et simplement, ou sous une condition soit suspensive, soit résolutoire. Elle peut aussi avoir pour objet deux ou plusieurs choses alternatives.

Dans tous ces cas, son effet est réglé par les principes généraux des conventions.

*"To have" has no counterpart in French text.

Art. 2433. (No reference in Projet)

When goods, produce, or other objects, are not sold in a lump, but by weight, by tale, or by measure, the sale is not perfect, inasmuch as the things so sold are at the risk of the seller, until they be weighed, counted or measured; but the buyer may require either the delivery of them or damages, if any be for the same, in case of non-execution of the contract.

Lorsque des marchandises, denrées ou autres objets, ne sont pas vendus en bloc, mais au poids, au compte ou à la mesure, la vente n'est point parfaite, en ce sens, que les choses vendues sont aux risques du vendeur, jusqu'à ce qu'elles soient pesées, comptées ou mesurées; mais l'acheteur peut en demander ou la délivrance, ou des dommages-intérêts, s'il y a lieu, en cas d'inexécution de l'engagement.

Same as above; but no punctuation after "objects"; after "perfect"; or after "seller"; colon (:) after "measured"; comma (,) after "any be."

Same as above; but comma (,) after "demande."

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ART. 2459. If, on the contrary, the goods, produce or other objects, have been sold in a lump, the sale is perfect, though these objects may not have been weighed, counted or measured.

RCC—1909, 1915 et seq., 1925, 2456, 2458, 2460.

ART. 2460. Things, of which the buyer reserves to himself the view and trial, although the price be agreed on, are not sold, until the buyer be satisfied with the trial, which is a kind of suspensive condition of the sale.

RCC—1776, 2043, 2044, 2439, 2457 et seq.
Art. 2461

The sale of a thing includes that of its accessories, and of whatever has been destined for its constant use, unless there be a reservation to the contrary.


RCC 1870, Art. 2461.

Same as above.

CC 1825, Art. 2436. (Projet, p. 304. Addition adopted; no comment)

La vente de la chose entraîne celle de ses accessoires, et de tout ce qui a été destiné à son usage perpétuel, s'il n'y a réserve contraire.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2462. A promise to sell, when there exists a reciprocal consent of both parties as to the thing, the price and terms, and which, if it relates to immovables, is in writing, so far amounts to a sale, as to give either party the right to enforce specific performance of same.

One may purchase the right, or option to accept or reject, within a stipulated time, an offer or promise to sell, after the purchase of such option, for any consideration therein stipulated, such offer, or promise can not be withdrawn before the time agreed upon; and should it be accepted within the time stipulated, the contract or agreement to sell, evidenced by such promise and acceptance, may be specifically enforced by either party. (As amended by Acts 1920, No. 27)

RCC—1763, 1768, 1798, 1802, 1803, 1824, 1909, 1910, 1926, 1927, 2046, 2086, 2275, 2490, 2440, 2456, 2463, 2551, 2556, 2661, 2782.

Art. 2462.

A promise to sell, when there exists a reciprocal consent of both parties as to the thing, the price and terms, and which, if it relates to immovables is in writing, so far amounts to a sale as to give either party the right to enforce specific performance of same.

One may purchase the right, or option, to accept or reject, within a stipulated time, an offer or promise to sell. After the purchase of such option, for value, such offer or promise can not be withdrawn before the time agreed upon; and should it be accepted within the time stipulated, the contract, or agreement, to sell, evidenced by such promise and acceptance, may be specifically enforced by either party. (As amended by Acts 1910, No. 249)
A promise to sell amounts to a sale, when there exists a reciprocal consent of both parties, as to the thing and the price thereof; but, to have its effect, either between the contracting parties or with regard to other persons, the promise to sell must be vested with the same formalities, as are above prescribed in articles 2439 and 2440 concerning sales, in all cases where the law directs that the sale be committed to writing.

—p. 347, Art. 9.

La promesse de vendre vaut vente, lorsqu'il y a consentement réciproque des deux parties, sur la chose et sur le prix. Mais, pour avoir effet, soit entre les parties contractantes, soit à l'égard des tiers, la promesse de vendre doit être revêtue des mêmes formalités qui sont prescrites par les articles 2414 et 2415 ci-dessus, dans tous les cas où la loi exige que la vente soit rédigée par écrit.

La promesse de vente vaut vente, lorsqu'il y a consentement réciproque des deux parties sur la chose et sur le prix.

ART. 2463. But if the promise to sell has been made with the giving of earnest, each of the contracting parties is at liberty to recede from the promise; to wit: he who has given the earnest, by forfeiting it; and he who has received it, by returning the double.

RCC—1761, 2117, 2125, 2462.

RCC 1870, Art. 2463.

Same as above.

CC 1825, Art. 2438.

Same as above; but comma (,) after "promise."
Art. 2464. The price of the sale must be certain, that is to say, fixed and determined by the parties.

It ought to consist of a sum of money, otherwise it would be considered as an exchange.

It ought to be serious, that is to say, there should have been a serious and true agreement that it should be paid.

It ought not to be out of all proportion with the value of the thing; for instance the sale of a plantation for a dollar could not be considered as a fair sale; it would be considered as a donation disguised.

RCC—1768, 1772, 1815, 1824, 1860 et seq., 1886, 1893, 1894, 1900, 2439, 2456, 2465, 2505, 2549, 2589, 2591, 2594, 2660, 2671.

RCC 1870, Art. 2464.

Same as above.

CC 1825, Art. 2439. (Projet, p. 304. Amendment adopted; no comment)

Same as above; but comma (,) after "instance."

CC 1808, p. 346, Art. 11.

Same as pars. 1, 2, above; but colon (:) after "parties."

CN 1804, Art. 1591.

The price of the sale must be determined and fixed by the parties.

Projet du Gouvernement (1800), Book III, Title XI, Art. 10.

The price of the sale must be certain, and must consist of a determinate thing.
ART. 2465. The price, however, may be left to the arbitration of a third person; but if such person can not, or be unwilling to make the estimation, there exists no sale.

RCC—2464, 2671, 2672, 2866, 3099 et seq.

RCC 1870, Art. 2465.
Same as above.

CC 1825, Art. 2440.
(No reference in Projet)
Le prix peut cependant être laissé à l'arbitrage d'un tiers; mais si le tiers ne peut ou ne veut faire l'estimation, il n'y a point de vente.

CC 1808, p. 346, Art. 12.
The price however may be left to the arbitration of a third person, but if said third person cannot, or be unwilling to make said estimation, there exists no sale.

Same as above; but comma (,) after "prix peut", after "cependant", after "d'un tiers", and after "ne peut."

CN 1804, Art. 1592.
It may however be left to the arbitration of a third person: if the third person is unwilling to or cannot make the estimation, there exists no sale.

CN 1804, Art. 1593.
The expenses of the act and other incidental costs of sale are chargeable to the buyer.

ART. 2466. The expenses of the act or other incidental costs of sale, are chargeable to the buyer, unless some agreement be made to the contrary.

RCC—388, 588, 2158, 2483, 2506, 2531.

RCC 1870, Art. 2466.
Same as above.

CC 1825, Art. 2441.
(No reference in Projet)
Les frais d'actes, et autres accessoires à la vente sont à la charge de l'acquéreur, si le contraire n'a été convenu.

Same as above; but no punctuation after "buyer."

CN 1804, Art. 1593.
The expenses of the act and other incidental costs of sale are chargeable to the buyer.

Chapter 5—At whose Risk the Thing is, after the Sale is Completed*

*See general comment by redactors, Projet, p. 304.

ART. 2467. As soon as the contract of sale is completed, the thing sold is at the risk of the buyer, but with the following modifications.

RCC—1898, 1909, 1915 et seq., 2044, 2151, 2219, 2468 et seq., 2552, 2555, 2556, 2656.
Art. 2468

Until the thing sold is delivered to the buyer, the seller is obliged to guard it as a faithful administrator; and if, through want of this care, the thing is destroyed, or its value diminished,* the seller is responsible for the loss.

RCC—1907 et seq., 1923, 1930, 1934, 2298, 2456, 2458, 2467, 2469, 2470, 2472, 2473, 2475, 2477 et seq.

RCC 1870, Art. 2468.
Same as above.

CC 1825, Art. 2443.
Same as above.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*Note error in English translation of French text; "its value diminished" should be "grows worse."

Art. 2469. The seller is released from this degree of care, when the buyer delays obtaining the possession; but he is still liable for any injury which the thing sold may sustain, through gross neglect on his part.

RCC—1907, 1909, 1910, 1915 et seq., 1934, 2468, 2470, 2555, 2556, 2758.

RCC 1870, Art. 2469.
Same as above.

CC 1825, Art. 2444.
He is released from this degree of care, when the buyer delays obtaining the possession; but he is still liable for

Il est déchargé de cette espèce de soin, lorsque l'acheteur est en demeure de recevoir la délivrance; mais il est en-

1360
ART. 2470. If it is the seller who delays to deliver the thing, and it be destroyed, even by a fortuitous event, it is he who sustains the loss, unless it appear certain that the fortuitous event would equally have occasioned the destruction of the thing in the buyer's possession, after delivery.


RCC 1870, Art. 2470. Same as above.

CC 1825, Art. 2445. Same as above. (Projet, p. 305. Addition adopted; no comment)

Si c'est le vendeur, qui est en demeure de délivrer la chose, et qu'elle vienne à se perdre, même par cas fortuit, c'est lui qui en souffre la perte, à moins qu'il ne soit certain que ce cas fortuit aurait également occasionné à l'acheteur la perte de la chose vendue après la délivrance.

ART. 2471. A sale, made with a suspensive condition, does not transfer the property to the buyer, until the fulfillment of the condition.

If the thing be destroyed before this happens, the loss is sustained by the seller.

If the thing be only deteriorated, when the condition is accomplished, the buyer has the choice either to take it in the state in which it is, or to dissolve the contract.

If it has undergone any improvement without the agency of the seller, the buyer has the advantage of this improvement, without having to pay any increase of price.

RCC—1897, 2043, 2044, 2046 et seq., 2219, 2457, 2697, 2785.

RCC 1870, Art. 2471. Same as above.

CC 1825, Art. 2446. (Projet, p. 305. Addition adopted; no comment) La vente faite sous une condition suspensive, ne transportant pas la propriété à l'acheteur avant l'événement de la condition, si la chose vient à périr avant que la condition arrive, sa perte est pour le vendeur.

Si la chose n'est que détériorée, lorsque la condition s'accomplit, l'acheteur a le choix de la prendre dans l'état où elle se trouve, ou de résoudre le contrat.

Si elle a éprouvé quelqu'amélioration sans le fait du vendeur, l'acheteur en profite sans être tenu de donner une augmentation de prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.
ART. 2472. In alternative sales, whether the choice be left to the seller, or be expressly granted to the buyer, the first of the two things which perishes after the contract, is a loss to the seller, and he must give up that which remains. But if that which remains also perish, it is the buyer's loss, and he must pay the price of it.

RCC—2066 et seq., 2457, 2468, 2473.

RCC 1870, Art. 2472. Same as above.

CC 1825, Art. 2447. (Projet, p. 305. Addition adopted; no comment) Dans les ventes alternatives, soit que le choix ait été laissé au vendeur, soit qu'il ait été expressément accordé à l'acheteur, la première des deux choses, qui vient à périr depuis le contrat, pérît pour le compte du vendeur, et il est obligé de livrer celle qui reste. Mais si celle qui reste vient aussi à périr, elle pérît pour l'acheteur, et il en doit le prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2473. In the case specified in the above article, when the choice is reserved to the buyer, he may recede from the contract, if one of the things has perished, provided he has not delayed to be put in possession.

RCC—1933, 2044, 2068, 2071, 2072, 2219 et seq., 2457, 2468, 2472.

RCC 1870, Art. 2473. Same as above.

CC 1825, Art. 2448. (Projet, p. 305. Addition adopted; no comment) Dans les cas de l'article précédent lorsque c'est l'acheteur qui s'est réservé le choix, il peut se désister du contrat, si l'une des deux choses a péré avant qu'il fût en demeure de recevoir la délivrance.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Chapter 6—Of the Obligations of the Seller

ART. 2474. The seller is bound to explain himself clearly respecting the extent of his obligations: any obscure or ambiguous clause is construed against him.


RCC 1870, Art. 2474. Same as above.

CC 1825, Art. 2449. (No reference in Projet) Le vendeur est tenu d'expliquer clairement ce à quoi il s'oblige; tout pacte obscur ou ambigu s'interprète contre lui.

1362
ART. 2475. The seller is bound to two principal obligations, that of delivering and that of warranting the thing which he sells.

RCC—1907 et seq., 2476 et seq., 2491, 2500, 2501, 2517, 2519, 2548, 2624, 2646, 2656.

RCC 1870, Art. 2475.

Same as above.

CC 1825, Art. 2450.

(No reference in Projet)

Same as above.

ART. 2476. The warranty respecting the seller has two objects; the first is the buyer’s peaceable possession of the thing sold, and the second is the hidden defects of the thing sold or its redhibitory vices.

RCC—2345, 2475, 2500 et seq., 2517, 2519, 2520 et seq., 2529, 2548, 2557, 2624, 2682, 2696, 2785, 2857, 3227 et seq., 3410.

RCC 1870, Art. 2476.

Same as above.

CC 1825, Art. 2451.

(No reference in Projet)

Same as above; but colon (:) after “object”; comma (,) after “defects of the thing sold.”

La garantie que doit le vendeur, a deux objets; le premier, est la possession paisible de l'acheteur dans la chose vendue, et le second, les défauts cachés de cette chose ou les vices rédhibitoires.

-CC 1808, p. 348, Art. 25.

The warranty respecting the seller has two objects; the first is the buyer’s peaceable possession of the thing sold, and the second is the hidden defects of the thing sold, or the redhibitory vices.

La garantie que le vendeur doit à l'acquéreur, a deux objets: le premier est la possession paisible de la chose vendue; le second, les défauts cachés de cette chose ou les vices rédhibitoires.
Section 1—OF THE TRADITION OR DELIVERY OF THE THING SOLD

ART. 2477. The tradition or delivery is the transferring of the thing sold into the power and possession of the buyer.

RCC—1909, 1910, 1920, 1924, 2247, 2458, 2468, 2475, 2478 et seq., 2491, 2549, 2642, 2656, 2693, 2758, 2930, 3153.

RCC 1870, Art. 2477.

Same as above.

CC 1825, Art. 2452. (No reference in Projet)

Same as above.


Same as above; but comma (,) after "sold."

CC 1804, Art. 1604.

The delivery of movable effects takes place either by their real tradition, or by the delivery of the keys of the buildings in which they are kept; or, even by the bare consent of the parties, if the things can not be transported at the time of sale, or if the purchaser had them already in his possession under another title.

RCC—743, 1537, 1550, 1909, 1922 et seq., 2247, 2458, 2477, 2479, 2481, 2551, 2642, 2930, 3153, 3162.

RCC 1870, Art. 2478.

Same as above.

CC 1825, Art. 2453. (No reference in Projet)

Same as above.

CC 1808, p. 350, Art. 27.

Same as above; but semicolon (;) after "real tradition", and after "sale"; no punctuation after "kept", or after "kept or."

CN 1804, Art. 1606.

The delivery of movable effects takes place,
Either by their real tradition,
Or by the delivery of the keys of the buildings in which they are kept,

La délivrance des effets mobiliers s'opère,
Ou par la tradition réelle,
Ou par la remise des clefs des bâtiments qui les contiennent,
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Or even by the bare consent of the parties, if the things cannot be transported at the time of sale, or if the purchaser had them already in his possession under another title.

ART. 2479. The law considers the tradition or delivery of immoveables, as always accompanying the public act, which transfers the property. Every obstacle which the seller afterwards interposes to prevent the taking of corporal possession by the buyer, is considered as a trespass.


RCC 1870, Art. 2479.  (Same as Art. 2479 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2455.  (Projet, p. 305.  Substitution adopted; no comment)

The law considers the tradition or delivery of immoveables, as always accompanying the public act, which transfers the property. Every obstacle which the seller afterwards interposes to prevent the corporal possession of the buyer, is considered as a trespass.

CC 1808, p. 350, Art. 29.

Tradition or delivery of immoveables is made by the seller, when he leaves to the purchaser the free possession of the same, by dispossessing himself, either by the delivery of the titles, if any, or of the keys, if it is a place shut up such as a house, a park, a garden and the like; or by putting the buyer on the premises; or only, by letting him have a view of the same, or by consenting that he become a possessor; or by an acknowledgment on the part of the seller, that if he still retains possession it is only in a precarious way, that is to say, as a person who possesses the property of another person on condition of giving up said property at the request of the owner.

If the seller makes a reserve of the usufruct, this reserve shall be also considered as a tradition. (Suppressed on recommendation of redactors; Projet, p. 305)

CN 1804, Art. 1605.

The obligation to deliver immoveables is fulfilled by the seller when he has delivered the keys, if it is a building, or when he has delivered the titles of ownership.

Projet du Gouvernement (1800), Book III, Title XI, Art. 25.

The tradition of immoveables is accomplished by the act alone which transfers the ownership.

L'obligation de délivrer les immeubles est remplie de la part du vendeur lorsqu'il a remis les clefs, s'il s'agit d'un batiment, ou lorsqu'il a remis les titres de propriété.

La tradition des immeubles s'opère par l'acte seul qui en transfère la propriété.
ART. 2480. In all cases where the thing sold remains in the possession of the seller, because he has reserved to himself the usufruct, or retains possession by a precarious title, there is reason to presume that the sale is simulated, and with respect to third persons, the parties must produce proof that they are acting in good faith, and establish the reality of the sale.


RCC 1870, Art. 2480.
Same as above.

CC 1825, Art. 2456.
Same as above.

CC 1808. No corresponding article.

CC 1804. No corresponding article.

ART. 2481. The tradition of incorporeal rights is to be made either by the delivery of the titles and of the act of transfer, or by the use made by the purchaser, with the consent of the seller.

RCC—470, 1905, 1922, 2247, 2456, 2462 et seq., 2478, 2642 et seq., 3153, 3158.

RCC 1870, Art. 2481.
(Same as Art. 2481 of Proposed Revision of 1869)

CC 1825, Art. 2457.
(Projet, p. 306. Amendment † adopted; no comment)

The tradition of the incorporeal rights is to be made either by the delivery of the titles and of the act of transfer, or by the use made by the purchaser, with the consent of the seller.

CC 1808, p. 350, Art. 31.
The tradition of the incorporeal rights is to be made either by the delivery of the titles, or by the use made by the purchaser with the consent of the seller.

CN 1804, Art. 1607.
Same as above.

ART. 2482. When the object sold is out of the vendor's possession, he must redeem it at his cost, and deliver it to the buyer, unless it be differently* agreed between the parties, or unless it evidently appears from the contract, that the buyer himself has undertaken to reclaim it.

RCC—2483.

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**ART. 2482.**

RCC 1870, Art. 2482.
Same as above.

CC 1825, Art. 2458.
Same as above.

(Projet, p. 306. Addition adopted; no comment)

Lorsque l'objet vendu est hors de la possession du vendeur, il est obligé de le
dégager à ses frais pour le délivrer à
l'acheteur, à moins qu'il ne soit convenu* entre les parties, ou qu'il ne résulte im-
plcitement de la convention, que l'ac-
quéreur se charge de la revendiquer.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*"Differently" has no counterpart in French text.

**ART. 2483.** The costs of delivery are chargeable to the seller,
and those of removing are to be supported by the buyer, if there has
been no stipulation made to the contrary.

RCC—2158, 2466, 2482, 2497, 2506, 2555.

RCC 1870, Art. 2483.
Same as above.

CC 1825, Art. 2459.
Same as above.

(No reference in Projet)

Les frais de la délivrance sont à la
charge du vendeur, et ceux de l'enlêve-
ment à la charge de l'acheteur, s'il n'y
a eu stipulation contraire.

CC 1808, p. 350, Art. 32.
Same as above.

-p. 351, Art. 32.
Same as above.

CN 1804, Art. 1608.
Same as above.

Les frais de la délivrance sont à la
charge du vendeur, et ceux de l'enlêve-
ment à la charge de l'acheteur, s'il n'y
a eu stipulation contraire.

**ART. 2484.** The delivery must be made on the place where
the thing, which is the object of the sale, was at the time of such sale,
if not otherwise agreed upon.

RCC—1913, 1914, 2157, 2550.

RCC 1870, Art. 2484.
Same as above.

CC 1825, Art. 2460.
Same as above.

(No reference in Projet)

La délivrance doit se faire au lieu où
était, au temps de la vente, la chose qui
en fait l'objet, s'il n'en a été autrement
convenu.

CC 1808, p. 350, Art. 33.
The delivery must be made on the
place where the thing which is the ob-
ject of the sale was at the time of said
sale, if not otherwise agreed upon.

-p. 351, Art. 33.
Same as above.

CN 1804, Art. 1609.
Same as above.

Le délivrance doit se faire au lieu où
était, au temps de la vente, la chose qui
en a fait l'objet, s'il n'en a été autre-
ment convenu.

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ART. 2485. If the seller fails to make the delivery at the time agreed on between the parties, the buyer will be at liberty to demand, either a canceling of the sale, or to be put into possession, if the delay is occasioned only by the deed of the seller.

RCC—1910 et seq., 1926 et seq., 2046, 2047, 2125, 2486, 2487, 2497, 2550, 2561, 2566.

RCC 1870, Art. 2485.
(Same as Art. 2485 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2461.
(No reference in Projet)
If the seller fails to make the delivery at the time agreed on between the parties, the buyer will be at liberty to demand, either a canceling of the sale, or his being put in possession, if the delay is occasioned only by the deed of the seller.

CC 1808, p. 350, Art. 34.
Same as above; but no punctuation after "demand", or after "sale.”  

CN 1804, Art. 1610.
Same as above.

ART. 2486. In all cases, the seller is liable to damages, if there result any detriment to the buyer, occasioned by the non-delivery at the time agreed on.

RCC—1910 et seq., 1926, 1930, 1933, 2046, 2047, 2125, 2219, 2315, 2485, 2487, 2488, 2555.

RCC 1870, Art. 2486.
Same as above.

CC 1825, Art. 2462.
(No reference in Projet)
Dans tous les cas, le vendeur doit être condamné aux dommages-intérêts, s’il résulte un préjudice pour l’acquéreur, du défaut de délivrance au terme convenu.

CC 1808, p. 350, Art. 35.
Same as above; but no punctuation after "cases.”

CN 1804, Art. 1611.
Same as above.

ART. 2487. The seller is not bound to make a delivery of the thing, if the buyer does not pay the price, and the seller has not granted him any term for the payment.

RCC—1909, 2048, 2052, 2485, 2486, 2488, 2549 et seq., 2557.
ART. 2488. Neither shall he be obliged to the delivery, even if he has granted a term for the payment, if since the sale the buyer is become a bankrupt, or is in a state of insolvency, so that the seller would be in imminent danger of losing the price of the same, unless the buyer should give him security to pay at the time agreed on.

RCC—2048, 2486, 2487, 2552, 3035 et seq.

RCC 1870, Art. 2488.
Same as above.

CC 1825, Art. 2464. (No reference in Projet)
Same as above.

Same as above; but no punctuation after “bankrupt.”

CN 1804, Art. 1613.
Same as above.

Projet du Gouvernement (1800), Book III, Title XI, Art. 33.
Same as above; but no punctuation after “chose.”

ART. 2489. The thing must be delivered in the same state in which it was at the time of the sale, that is to say, without any change occasioned by the act or fault of the seller.

From the day of sale all the profits* belong to the purchaser.

RCC—498 et seq., 545, 1909 et seq., 2155, 2456, 2490, 2506, 2553, 2592, 2651, 3168.

RCC 1870, Art. 2489.
Same as above.
Art. 2490. The obligation of delivering the thing includes the accessories and dependencies, without which it would be of no value or service, and likewise everything that has been designed to its perpetual use.


RCC 1870, Art. 2490.
Same as above.

ART. 2491. The seller is bound to deliver the full extent of the premises, as specified in the contract, under the modifications hereafter expressed.

RCC—2475, 2477, 2492 et seq., 3515.
ART. 2492. If the sale of an immovable has been made with indication of the extent of the premises at the rate of so much per measure, the seller is obliged to deliver to the buyer, if he requires it, the quantity mentioned in the contract, and if he cannot conveniently do it, or if the buyer does not require it, the seller is obliged to suffer a diminution proportionate to the price.*

RCC—2491, 2493 et seq., 2514, 2541, 2701.

*Note error in English translation of French text; "diminution proportionate to the price" should be "proportionate diminution of the price."
Art. 2493

ART. 2493. If, on the other hand,* there exists an extent of more than what is specified in the contract, the buyer has a right, either to give the supplement of the price, or to recede from the contract, should the overplus be upwards of a twentieth part of the extent which is declared.

RCC—1821, 2491, 2492, 2494 et seq., 2514, 2566.

RCC 1870, Art. 2493.
Same as above.

CC 1825, Art. 2469. (No reference in Projet)
Same as above.

CC 1808, p. 352, Art. 42.
Same as above; but “exists” spelled “exist”; comma (,) after “right.”

CN 1804, Art. 1618.
If, on the other hand, in the case of the preceding article, there exists an extent of more than what is specified in the contract, the buyer has the choice either to give the supplement of the price, or to recede from the contract, should the overplus be upwards of a twentieth part of the extent which is declared.

“English translation of French text incomplete; should include “in the case of the preceding article.”

Art. 2494. In all other cases, whether the sale be of a certain and limited body, or of distinct and separate objects, whether it first set forth the measure, or the designation of the object, followed by its measure, the expression of the measure gives no room to any supplement of price, in favor of the seller, for the overplus of the measure; neither can the purchaser claim a diminution of the price on a deficiency of the measure, unless the real measure comes short of that expressed in the contract, by one-twentieth part, regard being had to the totality of the objects sold; provided there be no stipulation to the contrary.

RCC—1821, 2492, 2493, 2495 et seq., 2701, 3515.

RCC 1870, Art. 2494.
Same as above.

CC 1825, Art. 2470. (Projet, p. 306. Amendment † adopted; no comment)
Same as above.

Dans tous les autres cas, soit que la vente soit faite d'un corps certain et limité, soit qu'elle ait pour objet des fonds distincts et séparés, soit qu'elle commence par la mesure, ou la désigna-
In all other cases, whether the sale be of a certain and limited body, or of distinct and separate objects, whether it first set forth the measure or the designation of the object followed by its measure, the expression of the measure gives no room to any supplement of price in favour of the seller, for the overplus of the measure; neither can the purchaser thence claim a diminution of the price on a deficiency of the measure, unless the real measure exceeds, or comes short of that expressed in the contract, by one twentieth part, regard being had to the totality of the objects sold; provided there be no stipulation to the contrary.

Dans tous les autres cas, soit que la vente soit faite d'un corps certain et limité; soit qu'elle ait pour objet des fonds distincts et séparés; soit qu'elle commence par la mesure ou la désignation de l'objet vendu, suivie de la mesure; l'expression de cette mesure, ne donne lieu à aucun supplément du prix en faveur de l'acquéreur, pour l'excédant de mesure, ni en faveur de l'acquéreur à aucune diminution du prix pour moindre mesure, qu'autant que la différence de la mesure réelle à celle exprimée au contrat est d'un vingtième, eu égard à la totalité des objets vendus, s'il n'y a stipulation contraire.

**Art. 2495.** There can be neither increase nor diminution of price on account of disagreement in measure, when the object is designated by the adjoining tenements, and sold from boundary to boundary. (As amended by Acts 1871, No. 87)

RCC—844, 854, 2491 et seq., 2701, 3415.

RCC 1870, Art. 2495. (Same as Art. 2495 of Proposed Revision of 1869)

There can be neither increase nor diminution of price on account of disagreement in measure, when the object is designated by the adjoining tenements, and sold from boundary.*
ART. 2496. In the case where there is room for an augmentation of price for the surplus of the measure, the buyer has the option to give the supplement, or to recede from the contract.

RCC—2493 et seq., 2497, 2498.

ART. 2497. In all cases where the buyer has a right to recede from the contract, the seller is bound to make him restitution not only of the price, if already received, but also of the expenses occasioned by the contract.

RCC—1926, 2485, 2493 et seq., 2506, 2514, 2701.

Projet du Gouvernement (1800), Book III, Title XI, Art. 41.

Same as CC 1808, p. 353, Art. 44, above; but comma (,) after “ou”, and after “supplément.”
ART. 2498. The action for supplement of the price on the part of the seller, and that for diminution of the price or for the canceling of the contract on the part of the buyer, must be brought within one year from the day of the contract, otherwise it is barred.

RCC—2491 et seq., 2496, 2534, 2546, 2701, 3534.

RCC 1870, Art. 2498.
Same as above.

CC 1825, Art. 2474. (No reference in Projet)
Same as above; but comma (,) after "diminution of the price."

CC 1808, p. 352, Art. 46. -p. 353, Art. 46.
Same as above; but no punctuation after "l'année."

CN 1804, Art. 1622.
Same as above.

ART. 2499. If two pieces of ground have been sold by one and the same contract, with the expression of the measure for each, and there be found a less quantity in one, and a larger one in the other, the deficiency of the one is supplied by the overplus of the other, as far as it goes, and the action either in supplement or in abatement of the price, takes place only according to the rules above established.

RCC—2491 et seq.

RCC 1870, Art. 2499.
Same as above.

CC 1825, Art. 2475. (No reference in Projet)
Same as above; but no punctuation after "contract"; comma (,) after "of the one."

S'il a été vendu deux fonds par le même contrat, avec expression de la mesure de chacun, et qu'il s'en trouve moins dans l'un et plus dans l'autre, on fait compensation à concurrence; et l'action soit en supplément, soit en diminution de prix, n'a lieu que suivant les règles ci-dessus établies.
Art. 2500

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CC 1808, p. 352, Art. 47.

Same as above; but no punctuation after "of the one", after "of the other", or after "action."

CN 1804, Art. 1623.

If two pieces of ground have been sold by the same contract, and for one and the same price, with designation of the measure of each, and there be found a less quantity in one, and a larger one in the other, the deficiency of the one is supplied by the overplus of the other, as far as it goes; and the action, either in supplement or in abatement of the price, takes place only according to the rules above established.

Projet du Gouvernement (1800), Book III, Title XI, Art. 44.

Same as CC 1808, p. 352, Art. 47, above.

Section 2—OF THE WARRANTY IN CASE OF EVICTION FROM THE THING SOLD

Art. 2500. Eviction is the loss suffered by the buyer of the totality of the thing sold, or of a part thereof, occasioned by the right or claims* of a third person.

RCC—1384, 1385, 2159 et seq., 2452, 2475, 2476, 2501 et seq., 2517, 2557, 2566, 2662, 2682, 2856, 2857, 3062, 3525. CP—165(4), 378 et seq.

RCC 1870, Art. 2500. (Same as Art. 2500 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2476. (No reference in Projet)

The eviction is the loss suffered by the buyer of the totality of the thing sold or of a part thereof, occasioned by the right or claims* of a third person.


Same as above.

CN 1804. No corresponding article.

*"Or claims" has no counterpart in French text.

Art. 2501. Although at the time of the sale no stipulations have been made respecting the warranty, the seller is obliged, of course,* to warrant the buyer against the eviction suffered by him from the totality or part of the thing sold, and against the charges claimed on such thing, which were not declared at the time of** the sale.

ART. 2502. That the warranty should have existence, it is necessary that the right of the person evicting shall have existed before the sale. If, therefore, this right before the sale was only imperfect, and is afterwards perfected by the negligence of the buyer, he has no claim for warranty.

RCC—2476, 2501, 2518.

RCC 1870, Art. 2502.

Same as above.

CC 1825, Art. 2478. (Projet, p. 307. Addition adopted; no comment)

Same as above; but no punctuation after "If", or after "therefore."

ART. 2503. The parties may, by particular agreement, add to the obligation of warranty, which results of right from the sale, or diminish its effect; they may even agree that the seller shall not be subject to any warranty.
But whether warranty be excluded or not the buyer shall become subrogated to the seller’s rights and actions in warranty against all others. (As amended by Acts 1924, No. 116)


RCC 1870, Art. 2503.
The parties may, by particular agreement, add to the obligation of warranty, which results of right from the sale, or diminish its effect; they may even agree that the seller shall not be subject to any warranty.

CC 1825, Art. 2479.
Les parties peuvent par des conventions particulières ajouter à l’obligation de garantie qui résulte, de droit, de la vente, ou en diminuer l’effet; elles peuvent même convenir que le vendeur ne sera soumis à aucune garantie.

CC 1808, p. 354, Art. 51.
Same as above; but colon (:) after “effect.”

CC 1808, p. 355, Art. 51.
Same as above; but comma (,) after “particulières”; no punctuation after “résulte”, or after “droit.”

CN 1804, Art. 1627.
The parties may, by particular agreements, add to this legal obligation or diminish its effect; they may even agree that the seller shall not be subject to any warranty.

ART. 2504. Although it be agreed that the seller is not subject to warranty, he is, however, accountable for what results from his personal act; and any contrary agreement is void.

RCC—11, 2315, 2503, 2505, 2548, 2597, 2598.

RCC 1870, Art. 2504.
Same as above.

CC 1825, Art. 2480.
Quoiqu’il soit dit que le vendeur ne sera soumis à aucune garantie, il demeure cependant tenu de celle qui résulte d’un fait qui lui est personnel; et toute convention contraire est nulle.

CC 1808, p. 354, Art. 52.
-p. 355, Art. 52.

CC 1808, p. 355, Art. 52.
Same as above.

CN 1804, Art. 1628.
Same as above.

Projet du Gouvernement (1800), Book III, Title XI, Art. 49.
Same as above.

ART. 2505. Even in case of stipulation of no warranty, the seller, in case of eviction, is liable to a restitution of the price, unless the buyer was aware, at the time of the sale, of the danger of the eviction, and purchased at his peril and risk.

RCC—2452, 2464, 2503, 2504, 2506, 2507, 2510, 2521, 2531, 2548, 2646.
ART. 2506. When there is a promise of warranty, or when no stipulation was made on that subject, if the buyer be evicted, he has a right to claim against the seller:
1. The restitution of the price.
2. That of the fruits or revenues, when he is obliged to return them to the owner who evicts him.
3. All the costs occasioned, either by the suit in warranty on the part of the buyer, or by that brought by the original plaintiff.
4. The damages, when he has suffered any, besides the price that he has paid.

RCC—498, 502, 1934, 2452, 2466, 2483, 2489, 2497, 2501, 2503, 2505, 2507, 2509, 2512, 2514, 2519, 2531, 2545, 2587, 2588, 2646, 2696, 3453.

RCC 1870, Art. 2506. (Same as Art. 2506 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2482. (Same as par. 1 and subds. 1-3, above; but semicolon (;) after "price", after "him", and after "plaintiff.

Si la garantie a été promise, ou s'il n'a été rien stipulé; et que l'acquéreur soit évicte, il a le droit de demander contre le vendeur:
1. La restitution du prix;
2. Celle des fruits, lorsqu'il est obligé de les rendre au propriétaire qui l'évince;
4. In fine, the damages, when he has suffered any, besides the price that he has paid.

CC 1808, p. 354, Art. 54.
When there is a promise of warranty or when no stipulation was made on that subject, if the buyer be evicted, he has a right to claim against the seller, 1st, the restitution of the price; 2d, that of the fruits or revenues when he is obliged to return them to the owner who evicts him; 3d, all the costs occasioned either by the suit in warranty, against* the buyer, or by that brought by the original plaintiff, 4th, in fine, the damages, when he has suffered any, besides the price that he has paid.

CN 1804, Art. 1630.
Par. 1 and subds. 1, 2 same as CC 1825, Art. 2482, par. 1 and subds. 1, 2, above.

3. The costs occasioned by the suit in warranty on the part of the buyer, and those occasioned by the original plaintiff;
4. In fine, damages, as well as the costs and proper expenses of the contract.

Projet du Gouvernement (1800), Book III, Title XI, Art. 51.
Same as CC 1825, Art. 2482, above.

*Note error in English translation of French text; "against" should be "on the part of."

ART. 2507. When, at the time of the eviction, the thing sold has lost any of its value, or is considerably impaired, either through the neglect of the buyer, or by any providential acts or unforeseen accidents, the seller is still bound to the restitution of the full price.

RCC—1933, 2505, 2506, 2508, 2532, 2533, 2587, 3407.

RCC 1870, Art. 2507.*
Same as above.

CC 1825, Art. 2483.
Same as above; but comma (,) after "acts."

Lorsqu'à l'époque de l'éviction, la chose vendue se trouve diminuée de valeur, ou considérablement détériorée, soit par la négligence de l'acheteur, soit par des accidents de force majeure, le vendeur n'en est pas moins tenu de restituer la totalité du prix.
ART. 2508. If, however, the thing sold was impaired by the buyer and he has reaped some benefit therefrom, the seller has a right to retain on the price, the amount to which such damages may be estimated in favor of the owner who evicts him.

RCC—2507, 2597, 3407.

RCC 1870, Art. 2508.
Same as above.

CC 1825, Art. 2484. (No reference in Projet)
Same as above; but comma (,) after "buyer."

CC 1808, p. 354, Art. 56.
If however the thing sold was impaired by the buyer and he has reaped some benefit therefrom, the seller has a right to retain on the price, the amount to which said damage may be estimated in favor of the owner who evicts him.

CN 1804, Art. 1632.
But if the buyer has reaped a benefit from the impairments made by him, the seller has a right to retain on the price a sum equal to this profit.

Projet du Gouvernement (1800), Book III, Title XI, Art. 53.
Same as CC 1808, p. 354, Art. 56, above.

ART. 2509. The seller is bound to reimburse, or cause to be reimbursed, to the buyer, by the person who evicts him, all useful improvements made by him on the premises.

RCC—508, 594, 1256, 1257, 1268, 1965, 2314, 2506, 2510, 2587, 2598, 2908, 2947, 3407.

RCC 1870, Art. 2509.
Same as above.
Art. 2510

CC 1825, Art. 2485.
Same as above.

CC 1808, p. 354, Art. 58.
Same as above; but no punctuation after "reimbursed", after "reimbursed", or after "buyer."

CN 1804, Art. 1634.
The seller is bound to reimburse or cause to be reimbursed to the buyer, by the person who evicts him, all the useful repairs and improvements made by him on the premises.

Projet du Gouvernement (1800), Book III, Title XI, Art. 55.
Same as CC 1808, p. 354, Art. 58, above.

ART. 2510. If the seller, knowingly and dishonestly, has sold the property of another person, he shall be obliged to reimburse to the buyer all expenses, even of embellishments of luxury, that the buyer has been at improving the premises.

RCC—502, 508, 2311, 2313, 2452, 2505, 2509, 2545, 2508, 2908, 2947.

RCC 1870, Art. 2510.
(Same as Art. 2510 of Proposed Revision of 1869)

CC 1825, Art. 2486.
(No reference in Projet)
If the seller, knowingly and dishonestly, has sold the property of another person, he shall be obliged to reimburse to the buyer all expenses, even those of the embellishments of luxury, that the buyer has been at in improving the premises.

CC 1808, p. 354, Art. 59.
If the seller knowingly and dishonestly has sold the property of another person, he shall be obliged to reimburse to the buyer all expenses, even those of the embellishments of luxury, that he has been at in improving the premises.

CN 1804, Art. 1635.
If the seller had sold in bad faith the property of another person, he shall be obliged to reimburse to the buyer all expenses, even those for embellishment or luxury, that he has been at in improving the premises.

Projet du Gouvernement (1800), Book III, Title XI, Art. 56.
Same as CC 1808, p. 354, Art. 59, above.
ART. 2511. If the buyer be evicted from a part only of the thing sold, and it be of such consequence relatively to the whole, that the buyer would not have purchased it without the part from which he is evicted, he may have the sale canceled.

RCC—1823, 1825 et seq., 1842, 1845, 2455, 2512, 2514, 2515, 2541.

RCC 1870, Art. 2511. (Same as Art. 2511 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2487. (No reference in Projet)
If only a part of the thing sold be evicted, and it be of such consequence relatively to the whole, that the buyer would not have purchased it without the part which is evicted, he may have the sale canceled.

CC 1808, p. 354, Art. 60.
Same as above; but no punctuation after "be evicted."

CN 1804, Art. 1636.
Same as RCC 1870, Art. 2511, above.

Projet du Gouvernement (1800), Book III, Title XI, Art. 57.
Same as CC 1808, p. 354, Art. 60, above.

ART. 2512. Not only eviction from part of the thing sold, but eviction from that which proceeds from it, is included in the warranty.

RCC—2501, 2506, 2511, 2515.

RCC 1870, Art. 2512. (Same as Art. 2512 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2488. (Projet, p. 307. Addition adopted; no comment)
Not only eviction from part of the thing sold, but eviction from that which proceeds from it, is included in the warranty. Such would be the eviction from the child of a slave, after the death of the mother.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2513. But if the thing sold be succession rights, the eviction which the buyer might suffer from any particular thing found among the property of the succession, does not give rise to the warranty, because in this case the thing sold is only the succession right, which includes only such things as belong really to the succession.

RCC—2454, 2650.

RCC 1870, Art. 2513.
Same as above.

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### Art. 2514

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<table>
<thead>
<tr>
<th>Code</th>
<th>Article</th>
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<tbody>
<tr>
<td>CC 1825, Art. 2489.</td>
<td>(Projet, p. 307. Addition adopted; no comment)</td>
<td>Mais si l'on a vendu des droits successifs, l'éviction que souffrirait l'acheteur d'une chose particulière trouvée parmi les biens de la succession, ne donne pas lieu à la garantie, parceque dans ce cas la chose vendue est seulement le droit successif, qui ne renferme que les choses qui appartiennent à la succession.</td>
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<tr>
<td>CC 1808.</td>
<td>No corresponding article.</td>
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<tr>
<td>CN 1804.</td>
<td>No corresponding article.</td>
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<tr>
<td>ART. 2514.</td>
<td>If in case of eviction from a part of the thing, the sale is not canceled, the value of the part from which he is evicted, is to be reimbursed to the buyer according to its estimation, proportionally to the total price of sale.</td>
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<td>RCC—2492, 2493, 2497, 2506, 2511, 2515, 2541.</td>
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<td>RCC 1870, Art. 2514.</td>
<td>(Same as Art. 2514 of Proposed Revision of 1869)</td>
<td>Same as above.</td>
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<tr>
<td>CC 1825, Art. 2490.</td>
<td>(Projet, p. 307. Amendment adopted; comment by redactors)</td>
<td>Si, dans le cas de l'éviction d'une partie de la chose, la vente n'est pas rééiliée, la valeur de la partie évincée est remboursée à l'acquéreur suivant son estimation à l'époque de l'éviction, prix total de la vente.</td>
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<td>CC 1808, p. 356, Art. 61.</td>
<td>Same as above.</td>
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<tr>
<td>CN 1804, Art. 1637.</td>
<td>Same as CC 1808, p. 357, Art. 61, above; but no punctuation after &quot;l'acquéreur.&quot;</td>
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<tr>
<td><strong>Projet du Gouvernement (1800), Book III, Title XI, Art. 58.</strong></td>
<td>Same as CC 1808, p. 357, Art. 61, above.</td>
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</tbody>
</table>

ART. 2515. If the inheritance sold be incumbered with non-apparent servitudes, without any declaration having been made there-of, if the servitudes be of such importance that there is cause to presume that the buyer would not have contracted, if he had been
aware of the incumbrance, he may claim the canceling of the contract, should he not prefer to have an indemnification.

RCC—728, 1823, 2046, 2047, 2511, 2512, 2514, 2520, 2541.

RCC 1870, Art. 2515. (Same as Art. 2515 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2491. (No reference in Projet)
If the inheritance sold be incumbered with servitudes not apparent, without any declaration having been made thereof, if the servitudes be of such importance that there is cause to presume that the buyer would not have contracted, if he had been aware of the incumbrance, he may claim the canceling of the contract, should he not prefer to have an indemnification.

CC 1808, p. 356, Art. 62.
If the inheritance sold, be incumbered with servitudes not apparent without any declaration having been made thereof, if said servitudes be of such importance that there is cause to presume that the buyer would never have contracted, if he had been aware of the incumbrance, he may claim the canceling of the contract, should he not prefer to have an indemnification.

CN 1804, Art. 1638.
Same as above; RCC 1870 preferred.

ART. 2516. Other questions arising from a claim for damages, resulting from the non-execution of the contract of sale, shall be decided by the general rules established under the title: Of Conventional Obligations.

RCC—1763, 1907, 1926, 1930 et seq., 2046, 2047, 2438.

RCC 1870, Art. 2516. (Same as Art. 2516 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2492. (No reference in Projet)
Other questions arising from a claim of damages, resulting to the buyer from the non-execution of the contract of sale, shall be decided by the general rules established under the title of conventional obligations.

CC 1808, p. 356, Art. 63.
Other questions arising from a claim of damages resulting to the buyer from the non execution of the contract of
Art. 2517. The purchaser threatened with eviction, who wishes to preserve his right of warranty against his vendor, should notify the latter in time of the interference which he has experienced. This notification is usually given by calling in the vendor to defend the action which has been instituted against the purchaser.

RCC—2475, 2476, 2500, 2501, 2518, 2519, 2557, 2663. CP—380 et seq., 714.

RCC 1870, Art. 2517.
Same as above.

CC 1825, Art. 2493. (Projet, p. 308. Addition adopted; no comment)
L’acquéreur menace d’évacuation, qui veut conserver son recours en garantie contre son vendeur, doit lui dénoncer, en temps opportun, le trouble qu’il éprouve.

Cette dénonciation se fait ordinairement en appelant le vendeur à venir défendre le procès intenté à l’acquéreur.

CC 1808. No corresponding article.
CN 1804. No corresponding article.

Art. 2518. In the absence of this notification, or if it has not been made within due time, that is, in time for the vendor to defend himself, the warranty is lost; provided, however, that the vendor shall show that he possessed proofs, which would have occasioned the rejection of the demand, and which have not been employed, because he was not summoned in time.

RCC—2502, 2517, 2519, 2663. CP—388, 714.

RCC 1870, Art. 2518.
Same as above.

CC 1825, Art. 2494. (Projet, p. 308. Substitution adopted; no comment)
A défaut de cette dénonciation, ou si elle n’est pas faite en temps opportun, c’est-à-dire, assez à temps pour que le vendeur puisse se défendre, la garantie est détruite; pourvu toutefois que le vendeur prouve qu’il avait des moyens suffisants pour faire rejeter la demande, lesquels n’ont pas été employés, faute de l’avoir appelé.

"lost."
Art. 2520

Redhibition is the avoidance of a sale on account of some vice or defect in the thing sold, which renders it either absolutely useless, or its use so inconvenient and imperfect, that it must be supposed that the buyer would not have purchased it, had he known of the vice.

RCC—1768, 1819, 1821, 1824 et seq., 1834, 1842 et seq., 1847(2), 1896, 2476, 2515, 2521 et seq., 2529, 2534, 2540, 2541, 2544, 2547, 2564, 2624, 2695, 2909.

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Art. 2521

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RCC 1870, Art. 2520. (Same as Art. 2520 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2496. (Projet, p. 308. Substitution adopted; no comment)
Redhibition is called the avoidance of a sale on account of some vice or defect in the thing sold, which renders it either absolutely useless, or its use so inconvenient and imperfect, that it must be supposed that the buyer would not have purchased it, had he known of the vice.

CC 1808, p. 356, Art. 65.
Redhibition is the cancelling of the sale on account of some defect in the thing sold, such as may be sufficient to oblige the seller to take it back again and have the sale annulled.

-p. 356, Art. 67.
Any kind of defect in the thing sold, is not a ground for the action of redhibition; such defects alone are considered as render the thing absolutely unfit for the purpose for which it was intended in commerce, or such as so far diminish its utility or render it so inconvenient that it is presumable that if these defects had been known to the buyer, he would not have bought at all, or would have bought at a reduced price.

CN 1804, Art. 1641.
The seller is bound by the warranty by reason of the hidden defects of the thing sold which render it unsuitable for the use to which it was destined, or which diminish such use to such an extent, that the buyer would not have bought it, or would only have given a smaller price, if he had known of them.

ART. 2521. Apparent defects, that is, such as the buyer might have discovered by simple inspection, are not among the number of redhibitory vices.

RCC—1847 (3, 4), 2505, 2520, 2522, 2541, 2545, 2589.

RCC 1870, Art. 2521.
Same as above.

CC 1825, Art. 2497. (Projet, p. 357, Art. 65. Substitution adopted; no comment)
On appelle rédhibition, la résolution de la vente, à cause de quelque vice ou défaut de la chose vendue qui rend cette chose, ou absolument inutile, ou d'un usage tellement incommode ou insuffisant, qu'il est à supposer que l'acquéreur n'aurait pas acheté, s'il eût connu ce vice.

-p. 357, Art. 67.
On appelle rédhibition, la résolution de la vente, à cause de quelque défaut de la chose vendue, qui soit tel qu'il suffise pour obliger le vendeur à la reprendre, et pour annuler la vente.

-p. 357, Art. 69.
Toutes espèces de vices ou de défauts de la chose vendue, ne donnent pas lieu à l'action de rédhibition; on ne considère que ceux qui rendent cette chose absolument inutile à l'usage pour lequel elle est destinée dans le commerce, ou qui diminuent tellement cet usage, ou le rendent si incommode qu'il est présumable qui s'ils eussent été connus de l'acheteur, il n'aurait pas acheté du tout, ou n'aurait acheté qu'à moindre prix.

-p. 357, Art. 69.
Le vendeur est tenu de la garantie à raison des défauts cachés de la chose vendue qui la rendent impropre à l'usage auquel on la destine, ou qui diminuent tellement cet usage, que l'acheteur ne l'aurait pas acquise, ou n'en aurait donné qu'un moindre prix, s'il les avait connus.

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The buyer could have seen himself, as for instance, if a horse has his eyes put out; the buyer cannot complain of a defect of which he is ignorant only through his own fault, any more than of those that the seller may have declared to him.

CN 1804, Art. 1642.

The seller is not accountable for the apparent defects or vices which the buyer could have seen himself.

**ART. 2522.** The buyer can not institute the redhibitory action, on account of the latent defects which the seller has declared to him before or at the time of the sale. Testimonial proof of this declaration may be received.

RCC—2276, 2277, 2503, 2521.

RCC 1870, Art. 2522. (Same as Art. 2522 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2498. (Projet, p. 309. Substitution adopted; no comment)

Nor can the buyer institute the redhibitory action, on account of the latent defects which the seller has declared to him before or at the time of the sale. Testimonial proof of this declaration may be received.

CC 1808, pp. 356, 357, Art. 69.

Quoted under RCC 1870, Art. 2521, above.

CN 1804. No corresponding article.

**ART. 2523.** With regard to inanimate things, the latent defects which give rise to the redhibitory action are in general all such as are comprised in the definition expressed at the commencement of this paragraph.

RCC—2520, 2524 et seq.

RCC 1870, Art. 2523.

Same as above.

CC 1825, Art. 2499. (Projet, p. 309. Addition adopted; no comment)

Les défauts non apparents des choses inanimées, qui donnent lieu à l’action rédhibitoire, sont généralement tous ceux qui sont compris dans la définition exprimée au commencement de ce paragraphe.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

**ART. 2524.** The latent defects of animals are divided into two classes: vices of body, and vices of character.

RCC—2520, 2523, 2525 et seq., 2535.

RCC 1870, Art. 2524. (Same as Art. 2524 of Proposed Revision of 1869)
Art. 2525. The vices of body are distinguished into absolute and relative.

Absolute vices are those of which the bare existence gives rise to the redbhipitory action.

Relative vices are those which give rise to it only in proportion to the degree in which they disable the object sold.

RCC—1778, 2520, 2524, 2526, 2527.

RCC 1870, Art. 2525.

Same as above.

CC 1825, Art. 2501. (Projet, p. 309. Addition adopted; no comment)

Same as above; but comma (,) after "Absolute vices are those", after "Relative vices are those"; and after "it"; semicolon (;) after "action."

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2526. The absolute vices of horses and mules are short wind, glanders and founder.

RCC—2520, 2525.

RCC 1870, Art. 2526.

Same as above.

CC 1825, Art. 2503. (Projet, p. 309. Amendment adopted; no comment)

Same as above.

CC 1808, p. 358, Art. 77.

The defects or vices which generally give rise to the action of redhibition against the sale of horses and mules are the following, to wit: short wind, glanders, foundering and blindness, and other defects of that kind according to circumstances and the particular usages of this territory.

CN 1804. No corresponding article.
ART. 2527. The other vices of body in animals are included in the definition given at the commencement of this paragraph.
RCC—2520, 2524, 2525, 2528.

RCC 1870, Art. 2527. (Same as Art. 2527 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2504. (Projet, p. 309. Addition adopted; no comment)
The other vices of body, as well in slaves as in animals, are included in the definition given at the commencement of this paragraph.
CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2528. The vices of character, which give rise to the redemption of animals, are comprised in the definition given at the commencement of this paragraph.
RCC—2520, 2524 et seq.

RCC 1870, Art. 2528. Same as above.

CC 1825, Art. 2506. (Projet, p. 309. Substitution adopted; no comment)
Same as above.
CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2529. A declaration made in good faith by the seller, that the thing sold has some quality which it is found not to have, gives rise to a redemption, if this quality was the principal motive for making the purchase.
RCC—1823, 1824 et seq., 1842 et seq., 2476, 2520, 2531, 2542.

RCC 1870, Art. 2529. Same as above.

CC 1825, Art. 2507. (Projet, p. 309. Addition adopted; no comment)
Same as above; but comma (,) after "some quality."
CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2530. The buyer who institutes the redhibitory action, must prove that the vice existed before the sale was made to him. If the vice has made its appearance within three days immediately following the sale, it is presumed to have existed before the sale.
RCC—2285, 2287, 2520.

RCC 1870, Art. 2530. Same as above.
Art. 2531

The seller who knew not the vices of the thing, is only bound to restore the price, and to reimburse the expenses occasioned by the sale, as well as those incurred for the preservation of the thing, unless the fruits, which the purchaser has drawn from it, be sufficient to satisfy those expenses.

RCC—1933, 1943, 2466, 2505, 2506, 2529, 2545, 2547, 2589.

RCC 1870, Art. 2531.
Same as above.

CC 1825, Art. 2509.
Same as above; but comma (,) after "seller."

CC 1808, p. 358, Art. 72.
If the seller was ignorant of the defects of the thing, he shall only be obliged to the restitution of the price and to make reimbursement to the buyer of the costs occasioned by the sale.

CN 1804, Art. 1646.
Same as above.

*Note inadequacy of French text; "il" must refer to "l'acquéreur."

Art. 2532. If the thing affected with the vices has perished through the badness of its quality, the seller must sustain the loss.

RCC—1933, 2219, 2507, 2533, 2536.

RCC 1870, Art. 2532.
Same as above.
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Art. 2534

CC 1825, Art. 2510.

Same as above; but comma (,) after "thing"; and after "vices."

CC 1808, p. 358, Art. 73, par. 1.

If the defective thing has perished through its bad quality, the loss is for the seller who will be bound towards the buyer for the restitution of the price with damages as is explained in the two preceding articles.

CN 1804, Art. 1647, par. 1.

Same as above.

ART. 2533. If it has perished by a fortuitous event, before the purchaser has instituted his redhibitory action, the loss must be borne by him.

But if it has perished, even by a fortuitous event, since the commencement of the suit, it is for the seller to bear the loss.

RCC—1933, 2219, 2507, 2532, 2536.

RCC 1870, Art. 2533.

Same as above.

CC 1825, Art. 2511.

Par. 1 same as par. 1, above.

But if it has perished even by fortuitous event since the commencement of the suit, it is for the seller to bear the loss.

CC 1808, p. 358, Art. 73, par. 2.

But the loss proceeding from an unforeseen accident, shall be for the buyer.

CN 1804, Art. 1647, par. 2.

Same as above.

ART. 2534. The redhibitory action must be instituted within a year, at the farthest, commencing from the date of the sale.

This limitation does not apply where the seller had knowledge of the vice and neglected to declare it to the purchaser.

Nor where the seller, not being domiciliated in the State, shall have absented himself before the expiration of the year following the sale; in which case the prescription remains suspended during his absence.

RCC—1832, 2498, 2520, 2535 et seq., 2545, 2546.

RCC 1870, Art. 2534.

Same as above.
Art. 2535

The redhibition of animals can only be sued for within two months immediately following the sale.

RCC—2524 et seq., 2534.

RCC 1870, Art. 2535.

(Same as Art. 2535 of Proposed Revision of 1869; in conformity with Acts 1828, No. 83, §22 (RS 131961))

RCC 1870, Art. 2536.

Same as above.

Art. 2536. The redhibitory action may be commenced after the loss of the object sold, if that loss was not occasioned by the fault of the purchaser.

RCC—2521, 2532 et seq., 2537.

RCC 1870, Art. 2536.

Same as above.
ART. 2537. Redhibition does not take place in the cases of the sales* made under a seizure by order of a court of justice.

RCC—2534, 2536, 2619, 2624.

RCC 1870, Art. 2537. (Same as Art. 2537 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2515. (Projet, p. 310. Amendment adopted; no comment)

Redhibition does not take place in the cases of sales made under a seizure by order of a court of justice.

CC 1808, p. 358, Art. 74.

The action of redhibition does not take place in sales made by an authority of justice.

CN 1804, Art. 1649.

It does not take place in sales made by authority of justice.

*English translation of French text incomplete; should include "public."

ART. 2538. The redhibitory action is not divisible among the heirs of the purchaser; that is to say, they must all concur in it, and no one of them can bring it for his part only.

RCC—2008, 2108, 2111, 2113, 2115, 2539.

RCC 1870, Art. 2538.

Same as above.

CC 1825, Art. 2516. (Projet, p. 310. Addition adopted; no comment)

Same as above; but comma (,) after "purchaser:"

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2539. The redhibitory action may be brought against the heirs of the vendor collectively, or against one of them, at the choice of the purchaser.

RCC—2008, 2108, 2111, 2113, 2114, 2116, 2539.

RCC 1870, Art. 2539. (Same as Art. 2539 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2517. (Projet, p. 310. Addition adopted; no comment)

It may be brought against the heirs of the vendor collectively, or against one of them, at the choice of the purchaser.

CC 1808. No corresponding article.

CN 1804. No corresponding article.
Art. 2540

**ART. 2540.** The redhibitory vice of one of several things sold together, gives rise to the redhibition of all, if the things were matched; as a pair of horses, or a yoke of oxen.

RCC—2520.

**RCC 1870, Art. 2540.**
Same as above.

**CC 1825, Art. 2518.** (Projet, p. 310. Addition † adopted; no comment)
"matched."

**CC 1808.** No corresponding article.

**CN 1804.** No corresponding article.

§2—Of the Vices of the Thing Sold Which Occasion a Reduction of the Price

**ART. 2541.** Whether the defect in the thing sold be such as to render it useless and altogether unsuited to its purpose, or whether it be such as merely to diminish the value, the buyer may limit his demand to the reduction of the price.

RCC—1768, 1824, 2492, 2511, 2514, 2515, 2520, 2521, 2542 et seq., 2566.

**RCC 1870, Art. 2541.**
Same as above.

**CC 1825, Art. 2519.** (Projet, p. 311. Substitution adopted; no comment)

**CC 1808, p. 356, Art. 70.**
In the cases of the above articles 67 & 68, the buyer has the choice either to return the thing and have the price restored to him, or to keep possession of the same and have such part of the price as shall be estimated by able men, refunded to him.

**CN 1804, Art. 1644.**
In the case of articles 1641 and 1643, the buyer has the choice either to return the thing and have the price restored to him, or to keep possession of the same and have such part of the price as shall be estimated by able men refunded to him.

Dans les cas des articles 67 et 68 ci-dessus, l'acheteur a le choix de rendre la chose, et de se faire restituer le prix; ou de garder la chose, et de se faire rendre une partie du prix, telle qu'elle sera arbitrée par experts.

Dans le cas des articles 1641 et 1643, l'acheteur a le choix de rendre la chose et de se faire restituer le prix, ou de garder la chose et de se faire rendre une partie du prix, telle qu'elle sera arbitrée par experts.
ART. 2542. The buyer may also content himself with resorting to this action, when the quality, which the thing sold has been declared to possess and which it is found to want, is not of such importance as to induce him to demand a redhibition.

RCC—1824, 1842 et seq., 2529, 2541, 2547.

RCC 1870, Art. 2542.
Same as above.

CC 1825, Art. 2520. (Projet, p. 311. Addition adopted; no comment)
L'acquéreur peut également se contenter d'avoir recours à cette action, lorsque la qualité que la chose vendue avait été déclarée avoir, et qu'elle n'a point, n'est pas d'une assez grande considération pour l'engager à demander la rédhibition.

CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2543. The purchaser who has contented himself with demanding a reduction of the price, can not afterwards maintain the redhibitory action.

But in a redhibitory suit, the judge may decree merely a reduction of the price.

RCC—2541, 2544.

RCC 1870, Art. 2543.
Same as above.

CC 1825, Art. 2521. (Projet, p. 311. Addition † adopted; no comment)
L'acquéreur qui s'est contenté de demander la réduction de prix, ne peut ensuite intentler l'action rédhibitoire.
Mais le juge peut, sur une action rédhibitoire, prononcer seulement la réduction du prix.

CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2544. The action for a reduction of price is subject to the same rules and to the same limitations as the redhibitory action.

RCC—2520 et seq., 2541, 2543, 2545 et seq.

RCC 1870, Art. 2544. (Same as Art. 2544 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2522. (Projet, p. 311. Addition † adopted; no comment)
The same* action for a reduction of price is subject to the same rules and to the same limitations as the redhibitory action.

CC 1808. No corresponding article.
CN 1804. No corresponding article.

*"Same" has no counterpart in French text.
§3—Of the Vices of the Things Sold, Which the Seller Has Concealed from the Buyer

ART. 2545. The seller, who knows the vice of the thing he sells and omits to declare it, besides the restitution of the price and repayment of the expenses, is answerable to the buyer in damages.

RCC—1763, 1832, 1847, 1934 et seq., 2506 et seq., 2521, 2531, 2534 et seq., 2544, 2546, 2547, 2551.

RCC 1870, Art. 2545.
Same as above.

CC 1825, Art. 2523. (Projet, p. 311. Substitution adopted; no comment)
Same as above; but comma (,) after “sells.”

CC 1808, p. 356, Art. 66.
The seller is bound to declare to the buyer the defects of the thing sold, as far as they are known to him, and if he does not do it, the sale shall be cancelled or the price shall be diminished according to the kind of defects, and the seller shall be liable to damages towards the buyer by the following rules.

-p. 358, Art. 71.
If the seller was acquainted with the defects of the thing, he is liable to all damages towards the buyer, besides the restitution of the price he may have received.

CN 1804, Art. 1645.
Same as above.

ART. 2546. In this case, the action for redhibition may be commenced at any time, provided a year has not elapsed since the discovery of the vice.

This discovery is not to be presumed; it must be proved by the seller.

RCC—2498, 2534, 2545.

RCC 1870, Art. 2546.
Same as above.

CC 1825, Art. 2524. (Projet, p. 311. Addition adopted; no comment)
Dans ce cas, la rédhibition peut s’ententer en tout temps, pourvu qu’il ne soit pas écouté un an depuis la découverte du vice.
Cette découverte ne se présume pas; elle doit être prouvée par le vendeur.

CC 1808. No corresponding article.
CN 1804. No corresponding article.
ART. 2547. A declaration made by the seller, that the thing sold possesses some quality which he knows it does not possess, comes within the definition of fraud, and ought to be judged according to the rules laid down on the subject, under the title: Of Conventional Obligations.

It may, according to circumstances, give rise to the redhibition, or to a reduction of the price, and to damages in favor of the buyer.

RCC—1847, 1848, 1934, 2438, 2520, 2531, 2541 et seq., 2548.

RCC 1870, Art. 2547.
Same as above.

CC 1825, Art. 2525. (Projet, p. 311. Substitution adopted; no comment)
Same as above; but no punctuation after "title."

CC 1808, p. 360, Art. 81.
When the seller has declared that the thing sold by him, besides being free from the defects against which he is naturally to warrant it, had some quality which rendered the said thing better or more valuable and it is discovered that that quality is wanting, or that instead of it, the thing has the opposite defects or vices, the buyer shall be well founded to claim, according to circumstances, either the canceling of the sale or the diminution of the price, or even damages against the seller.

In this case, it will be necessary to judge of the effect that the declaration of the seller may have produced on the buyer in determining him to purchase, from the importance more or less of the qualities which may have been announced; from the knowledge that the said buyer could or ought to have had of the falseness or exaggeration of that declaration, and above all it must be considered whether these said qualities have been made a condition, without which the sale would not have taken place at all, or at least not for the same price.

CN 1804. No corresponding article.

**"From the importance more or less of the qualities which may have been announced" has no counterpart in French text.**

ART. 2548. The renunciation of warranty, made by the buyer, is not obligatory, where there has been fraud on the part of the seller.

RCC—1819, 1847, 2475, 2476, 2501 et seq., 2547.
ART. 2549  The obligations of the buyer are:

1. To pay the price of sale.
2. To receive delivery of the thing and to remove it, if it be an object which requires removal, and to indemnify the seller for what he has expended in preserving it for him.

RCC—2133, 2157, 2158, 2439, 2456, 2464 et seq., 2477 et seq., 2483, 2487, 2488, 2550 et seq.

ART. 2550  The price ought to be paid on the day and at the place mentioned in the sale.

If no stipulations have been made on that point, at the time of the sale, the buyer must pay at the time and at the place where the delivery is to be made.

RCC—1913, 2014, 2133, 2157, 2464, 2484, 2485, 2487, 2488, 2549, 2551, 2557.
CC 1825, Art. 2528. (Projet, p. 312. Amendment adopted; no comment)

Same as above.

Le prix doit être payé au jour et au lieu réglés par la vente. S'il n'a rien été réglé à cet égard lors de la vente, l'acheteur doit payer au temps et au lieu où doit se faire la délivrance.

CC 1808, pp. 360, 361, Art. 82.
Quoted under RCC 1870, Art. 2549, above.

-p. 360, Art. 83.
Same as CC 1825, Art. 2528, par. 2, above.

-p. 361, Art. 83.
S'il n'a été rien réglé à cet égard lors de la vente, l'acheteur doit payer au temps et au lieu où doit se faire la délivrance.

CN 1804, Art. 1650.
Quoted under RCC 1870, Art. 2549, above.

-Art. 1651.
Same as CC 1808, p. 360, Art. 83, above.

Projet du Gouvernement (1800), Book III, Title XI, Art. 72.
Same as CC 1825, Art. 2528, par. 2, above.

ART. 2551. On failure of the buyer to pay the price, the seller may compel him to do it, by offering to deliver the thing to him, if that has not been already done.

RCC—1911, 1913, 1914, 1927, 2150, 2151, 2462, 2478, 2479, 2487, 2549, 2550.

RCC 1870, Art. 2551.
Same as above.

CC 1825, Art. 2529. (Projet, p. 312. Addition amended and adopted; no comment)

Same as above.

A défaut par l'acheteur de payer le prix, le vendeur peut l'y faire contraindre, en offrant de lui livrer la chose, si déjà elle ne l'a été.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2552. If, after the contract, and before the seller has been required* to deliver the thing, it ceases to be susceptible of delivery, without his fault, the buyer is still bound to pay him the price.


RCC 1870, Art. 2552.
Same as above.

CC 1825, Art. 2530. (Projet, p. 312. Addition amended and adopted; no comment)

Same as above.

Si, depuis le contrat, et avant que le vendeur ait été mis en demeure* de dé-
livrer la chose, elle a cessé, sans sa faute, de pouvoir être livrée, l’acheteur n’est pas moins tenu d’en payer le prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*Note error in English translation of French text; “required” should be “put in default.”

ART. 2553. The buyer owes interest on the price of the sale, until the payment of the capital, in the three following cases:

1. If it has been so agreed at the time of the sale.
2. If the thing sold produces fruits, or any other income.
3. From the date of the sale when the price is then due.

RCC—465, 545 et seq., 1878, 1901, 1911, 1935, 1937 et seq., 2456, 2489, 2554, 2592, 2781, 2923 et seq.

RCC 1870, Art. 2553. (Same as Art. 2553 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2531. (No reference in Projet)

Par. 1 and subds. 1, 2 same as par. 1 and subds. 1, 2, above; but semicolon (;) after “time of the sale”, and after “income.”

3. If he has been sued for the payment.
In this last case the interest runs only from the day on which the suit was instituted.

CC 1808, p. 360, Art. 84.
Same as above; but no punctuation after “fruits.”

PN 1804, Art. 1652.
Par. 1 and subds. 1, 2 same as par. 1 and subds. 1, 2, above.

3. Et s’il a été cité judiciairement pour se voir condamné à payer.
Last par. same as last par., above.

If the thing sold and delivered produces fruits or any other income; if the buyer has been summoned to pay.
In this last case, the interest runs only from the time of the summons.

ART. 2554. When the seller has granted to the buyer a term for the payment, the interest begins to run from the end of that term.

RCC—1938, 2048, 2057 et seq., 2553, 2781.

RCC 1870, Art. 2554.
Same as above.
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**Art. 2557**

**CC 1825, Art. 2532.**

Same as above.

**Art. 2532.**

Lorsque le vendeur a accordé à l'acheteur un terme pour le paiement, les intérêts commencent à courir après l'échéance de ce terme.

**CC 1808.** No corresponding article.

**CN 1804.** No corresponding article.

**Art. 2555.** The purchaser, who neglects to obtain delivery of the thing sold, after having been put in default, is answerable to the vendor for the damage which he may sustain on that account, and for the reimbursement of the expense which may have been incurred for the preservation of the thing.


**RCC 1870, Art. 2555.**

Same as above.

**CC 1825, Art. 2533.**

The purchaser, who neglects to obtain delivery of the thing sold, after having been put in default, is answerable to the vendor for the damage which he may sustain on that account, and for the reimbursement of the expense which he may have incurred for the preservation of the thing.

**RCC—1911 et seq., 1922, 1923, 2456, 2462, 2467, 2469, 2555.**

**RCC 1870, Art. 2556.**

Same as above.

**CC 1825, Art. 2534.**

The seller may even obtain authority, where moveables have been sold, and the custody of them is inconvenient to him, for putting them out of his house at the risk of the purchaser, on giving him notice of the day and hour at which he will put them out.

**RCC—1911 et seq., 1922, 1923, 2456, 2467, 2469, 2555.**

**Art. 2556.** The seller may even obtain authority, where moveables have been sold, and the custody of them is inconvenient to him, for putting them out of his house at the risk of the purchaser, on giving him notice of the day and hour at which he will put them out.

**RCC—1911 et seq., 1922, 1923, 2456, 2462, 2467, 2469, 2555.**

**RCC 1870, Art. 2556.**

Same as above.

**CC 1825, Art. 2534.**

The seller may even obtain authority, where moveables or slaves have been sold, and the custody of them is inconvenient to him, for putting them out of his house at the risk of the purchaser, on giving him notice of the day and hour at which he will put them out.

**RCC—1911 et seq., 1922, 1923, 2456, 2467, 2469, 2555.**

**Art. 2557.** If the buyer is disquieted in his possession, or has just reason to fear that he shall be disquieted by an action of mortgage, or by any other claim,* he may suspend the payment of the price, until the seller has restored him to quiet possession or caused the disturbance to cease, unless the seller prefer to give security.
There is an exception to this rule, when the buyer has been informed, before the sale, of the danger of eviction.

RCC—2452, 2476, 2487, 2488, 2500 et seq., 2517, 2550, 2558 et seq., 2646, 2662, 2703, 3035, 3064. CP—710.

RCC 1870, Art. 2557. (Same as Art. 2557 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2535. (Projet, p. 313. Amendment i adopted; no comment)

If the buyer is disquieted in his possession, or has just reason to fear that he shall be disquieted, by an action of mortgage, or by any other claim,* he may suspend the payment of the price, until the seller has restored him to quiet possession, unless the seller prefers to give security.

There is an exception to this rule, when the buyer has been informed, before the sale, of the danger of the eviction.

CC 1808, p. 360, Art. 85.

If the buyer is disquieted in his possession, by an action on mortgage or by any other claim,* he may suspend the payment of the price until the seller has restored him to quiet possession, unless said seller prefers to give security.

CN 1804, Art. 1653.

If the buyer is disquieted in his possession or has just cause to fear that he shall be disquieted by an action, either hypothecary, or in revendication, he may suspend the payment of the price until the seller has restored him to quiet possession unless the seller prefers to give security, or unless it has been agreed that, notwithstanding the disturbance, the buyer shall pay.

Projet du Gouvernement (1800), Book III, Title XI, Art. 74.

Same as CC 1808, p. 360, Art. 85, above.

*Note error in English translation of French text; "by any other claim" should be "in revendication."

ART. 2558. In the case mentioned in the preceding article, the seller who can not receive the price from being unable to give security, may compel the buyer to deposit the price, subject to the order of the court, to await the decision of the suit.

RCC—2557, 2559.

RCC 1870, Art. 2558.

Same as above.

CC 1825, Art. 2536. (Projet, p. 313. Addition amended and adopted; no comment)

Same as above; but comma (,) after "receive the price."

Dans le cas de l'article précédent, le vendeur, qui ne peut toucher le prix,
ART. 2559. The purchaser may also require the deposit, to relieve himself from the payment of interest.
RCC—1935, 1937 et seq., 2557, 2558.

ART. 2560. If the purchaser has paid before the disturbance of his possession, he can neither demand a restitution of the price, nor security during the suit.
RCC—2557.

ART. 2561. If the buyer does not pay the price the seller may sue for the dissolution of the sale. This right of dissolution shall be an accessory of the credit representing the price, and if it be held by more than one person all must join in the demand for dissolution; but if any refuse, the others by paying the amount due the parties who refuse shall become subrogated to their rights. (As amended by Acts 1924, No. 108)
RCC—1926, 2045 et seq., 2159 et seq., 2485, 2562 et seq., 2566, 3229.

ART. 2561. If the buyer does not pay the price the seller may sue for the dissolution of the sale. This right of dissolution shall be an accessory of the credit representing the price, and if it be held by more than one person all must join in the demand for dissolution; but if any refuse, the others by paying the amount due the parties who refuse shall become subrogated to their rights. (As amended by Acts 1924, No. 108)
Art. 2562

The dissolution of the sale of immovables is summarily awarded, when there is danger that the seller may lose the price and the thing itself.

If that danger does not exist, the judge may grant to the buyer a longer or shorter time, according to circumstances, provided such term exceed not six months.

This term being expired without the buyer's yet having paid, the judge shall cancel the sale.

RCC—2045 et seq., 2048, 2153, 2561, 2563, 2564, 2569.

RCC 1870, Art. 2562.

Same as above.

CC '1825, Art. 2540.

(No reference in Projet)

Same as above.

CC 1808, p. 360, Art. 87.

The dissolution of the sale for immovables, is summarily awarded, when there is danger that the seller may lose the price and the thing itself.

If that danger does not exist the judge may grant to the buyer a longer or shorter time, according to circumstances, provided said term exceed not six months.

That term being expired without the buyer's yet having paid, the judge shall cancel the sale.

CN 1804, Art. 1655.

Par. 1 same as par. 1, above.

If that danger does not exist the judge may grant to the buyer a longer or shorter time, according to circumstances.

Par. 3 same as par. 3, above.

Projet du Gouvernement (1800), Book III, Title XI, Art. 76.

The dissolution of the sale is summarily awarded, when there is danger that the seller may lose the price and the thing itself.

Paras. 2, 3 same as pars. 2, 3, above.
ART. 2563. If, at the time of the sale of immovables, it has been stipulated that, for want of payment of the price within the term agreed on, the sale should be of right dissolved, the buyer may nevertheless make payment after the expiration of the term, as long as he has not been placed in a state of default, by a judicial demand, but after that demand, the judge can grant him no delay.

RCC—1910 et seq., 2046, 2047, 2048, 2562, 2564, 2569.

RCC 1870, Art. 2563. (Same as Art. 2563 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2541. (No reference in Projet)

If, at the time of the sale of immovables, it has been stipulated that, for want of payment of the price within the term agreed on, the sale should be of right dissolved, the buyer may nevertheless make payment after the expiration of the term, as long as he has not been placed in a state of default, by a judicial demand, but after that demand, the judge can grant him no delay.

CC 1808, p. 362, Art. 88.

If at the time of the sale of immovables it has been stipulated that for want of payment of the price within the term agreed on, the sale should be of right dissolved, the buyer may nevertheless make said payment after the expiration of the term as long as he has not been placed in a state of default by a summons: but, after that summons, the judge can grant him no delay.

CN 1804, Art. 1656.

If, at the time of the sale of immovables, it has been stipulated that for want of payment of the price within the term agreed on, the sale should be of right dissolved, the buyer may nevertheless make payment after the expiration of the delay, as long as he has not been placed in a state of default by a summons: but, after that summons, the judge can grant him no delay.

ART. 2564. In matters of sale of movable effects, the dissolution of the sale shall take place of right, if demanded, without its being in the power of the judge to grant any delay, except that fixed by law.

RCC—478, 2045 et seq., 2458 et seq., 2561 et seq., 3229.

RCC 1870, Art. 2564. (Same as Art. 2564 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2542. (No reference in Projet)

In matters of sale of slaves or movable effects, the dissolution of the sale shall take place of right, if demanded, without its being in the power of the judge to grant any delay, except that fixed by law.

En matière de vente d'esclaves et d'effets mobiliers, la résolution de la vente aura lieu de plein droit, si elle est demandée, sans que le juge puisse accorder de délai que ceux fixés par la loi.
Art. 2565. **COMPiled EDITION**

CC 1808, p. 362, Art. 89.

In matters of sale for slaves or movable effects, the dissolution of the sale shall take place of right, if demanded, without its being in the power of the judge to grant any delay, except that fixed by law on the rules of proceedings.

CN 1804, Art. 1657.

In the matter of the sale of provisions and movable effects, the dissolution of the sale shall take place of right and without summons for the benefit of the seller after the expiration of the term agreed upon for the removal.

**Art. 2565.** If, on account of delay in the payment of the price,* the seller is obliged to retain or to resume the thing sold, and its value is diminished, the buyer is bound to make good this diminution to the amount of the price which had been agreed upon.

RCC—2315, 2555, 2610.

RCC 1870, Art. 2565.

Same as above.

CC 1825, Art. 2543. (Projet, p. 313. Addition † adopted; no comment)

Same as above; but comma (,) after "retain."

CC 1808. No corresponding article.

CN 1804. No corresponding article.

**"Of the price" has no counterpart in French text.**

Chapter 8—Of the Resolution and of the Rescission of the Sale

Art. 2566. Besides the causes of nullity or dissolution of the sale, already mentioned in this title, and those which are common to all agreements, the contract of sale may be canceled by the use of the power of redemption, and by the effect of the lesion beyond moiety. (As amended by Acts 1871, No. 87)

RCC—1779 et seq., 1860 et seq., 2045, 2130, 2221 et seq., 2446, 2447, 2452 et seq., 2463, 2465, 2485, 2493, 2496, 2500 et seq., 2505, 2511, 2520 et seq., 2541, 2551, 2561, 2587 et seq., 2589, 2594.

RCC 1870, Art. 2566. (Same as Art. 2566 of Proposed Revision of 1869)

Besides the causes of resolution and rescission of the sale already mentioned in this title, and those which are common to all agreements, the contract of sale may be canceled by the use of the power of redemption, and by the effect of lesion beyond moiety.

CC 1825, Art. 2544. (No reference in Projet)

Same as RCC 1870, Art. 2566, as amended by Acts 1871, No. 87, above; but no punctuation after "the sale."
Section 1—OF THE POWER OR RIGHT OF REDEMPTION

ART. 2567. The right of redemption is an agreement or pact, by which the vendor reserves to himself the power of taking back the thing sold by returning the price paid for it.

RCC—735, 1695, 2012, 2036, 2045, 2266, 2566, 2568 et seq., 2573, 2587, 2596, 2742, 2788, 2796.

RCC 1870, Art. 2567. Same as above.

CC 1825, Art. 2545. (No reference in Projet)

La faculté de reméré ou de rachat, est un acte [pacte] par lequel le vendeur se réserve de reprendre la chose vendue en rendant le prix.

CC 1808, p. 362, Art. 91. Same as above; but no punctuation after "pact." 

La faculté de reméré ou de rachat, est un pacte par lequel le vendeur se réserve de reprendre la chose vendue, en en rendant le prix.

CN 1804, Art. 1659. The right of redemption is an agreement or pact, by which the vendor reserves to himself the power of taking back the thing sold, for the restitution of the purchase price, and the reimbursement which is spoken of in article 1673.

Projet du Gouvernement (1800), Book III, Title XI, Art. 80.

Same as CC 1808, p. 362, Art. 91, above.

La faculté de rachat est un pacte par lequel le vendeur se réserve de reprendre la chose vendue en en rendant le prix.

ART. 2568. The right of redemption can not be reserved for a time exceeding ten years.

If a term, exceeding that, has been stipulated in the agreement, it shall be reduced to the term of ten years.*

RCC—11, 2048, 2567, 2569, 2570, 2588, 2742, 2788, 2796, 3544.

1409
Art. 2569

RCC 1870, Art. 2568.
Same as above.

CC 1825, Art. 2546.  
(No reference in Projet)  
Same as above.

CC 1808, 1825, Art. 2546.  
Same as above.

CC 1808, p. 362, Art. 92.  
The right of redemption cannot be reserved for a time exceeding ten years, if a term exceeding that has been stipulated in the agreement, it shall be reduced to the said term of ten years.*

CC 1808, p. 363, Art. 92.  
La faculté de rachat ne peut être stipulée pour un terme qui excède dix ans. Si elle a été stipulée pour un terme plus long, elle est réduite à ce terme.*

CN 1804, Art. 1660.  
The right of redemption cannot be reserved for a time exceeding five years. If a term exceeding that has been stipulated in the agreement it shall be reduced to that term.

Projet du Gouvernement (1800), Book III, Title XI, Art. 81.  
Par. 1 same as CC 1825, Art. 2546, par. 1, above.  
Par. 2 same as par. 2, above.

Art. 2569. The time fixed for the redemption must be rigorously adhered to; it can not be prolonged by the judge.

RCC—2562, 2563, 2568, 2570.

RCC 1870, Art. 2569.  
Same as above.

CC 1825, Art. 2547.  
(No reference in Projet)  
Le terme fixé est de rigueur, et ne peut être prolongé par le juge.

CC 1808, p. 362, Art. 93.  
Same as above; but "can not" spelled "connot."

CN 1804, Art. 1661.  
Same as above.

Art. 2570. If that right has not been exercised within the time agreed on by the vendor, he can not exercise it afterwards, and the purchaser becomes irrevocably possessed of the thing sold.*

RCC—2568, 2569, 2742, 3179.

RCC 1870, Art. 2570.  
Same as above.

CC 1825, Art. 2548.  
(No reference in Projet)  
Faute par le vendeur d'avoir exercé son action de réméré dans le terme prescrit, il en est déchu, et l'acquéreur demeure propriétaire irrévocable.*
ART. 2571. The delay runs against any person, not excepting minors, who can not be relieved against it.

RCC—221, 337, 415, 2221, 2595, 2596, 3522.

RCC 1870, Art. 2571.
Same as above.

CC 1825, Art. 2549. (No reference in Projet)
Le délai court contre toutes personnes, même contre le mineur, sans espérance de restitution.

Same as above; but no punctuation after “person”, or after “minors.”

CN 1804, Art. 1663.
The delay runs against any person, not excepting minors, saving the recourse they may have against any one, if there is occasion therefor.

Projet du Gouvernement (1800), Book III, Title XI, Art. 84.
Same as CC 1808, p. 362, Art. 95, above; but comma (,) after “person”, and after “minors.”

ART. 2572. A person, having sold a thing with the power of redemption, may exercise the right against a second purchaser, even in case such right should not have been mentioned in the second sale.

RCC—735, 2012, 2045, 2266, 2452, 2588.

RCC 1870, Art. 2572.
Same as above.

CC 1825, Art. 2550. (No reference in Projet)
Le vendeur à pacte de rachat peut l’exercer contre un second acquéreur, quand même la faculté de rémeré n’aurait pas été déclarée dans le second contrat.
Art. 2573

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CC 1808, p. 362, Art. 96.
A person having sold a thing with the power of redemption may exercise that right against a second purchaser, even in case such right should not have been mentioned in the second sale.

CN 1804, Art. 1664.
Same as above.

Projet du Gouvernement (1800), Book III, Title XI, Art. 85.
Same as above.

ART. 2573. The person, having purchased an estate under a condition of redemption, is entitled to all the rights possessed by the vendor; he may prescribe against the true owner, as well as against those having claims or mortgages on the thing sold.

RCC—735, 2567, 2575 et seq., 2587, 2588, 2742, 3487, 3493.

RCC 1870, Art. 2573. (Same as Art. 2573 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2551. (No reference in Projet)
The person, having purchased an estate under a condition of redemption, is entitled to all the rights possessed by the vendor; he may prescribe against the true proprietor, as well as against those having claims or mortgages on the thing sold.

CC 1808, p. 362, Art. 97.
Same as above; but no punctuation after "person," or after "propriétaire;" comma (,) after "vendor;" "entitled" spelled "intitled."

CN 1804, Art. 1665.
Same as above; RCC 1870 preferred. Same as above; but no punctuation after "rachat," or after "prescrire."

ART. 2574. He may oppose the plea of discussion to the creditors of his vendor.

RCC—1970 et seq., 2585, 3045 et seq., 3403, 3404.

RCC 1870, Art. 2574.
Same as above.

CC 1825, Art. 2552. (No reference in Projet)
Il peut opposer le bénéfice de discussion aux créanciers de son vendeur.

CC 1808, p. 362, Art. 98.
Same as above.

CN 1804, Art. 1666.
Same as above.

Il peut opposer le bénéfice de la discussion aux créanciers de son vendeur.
ART. 2575. The fruits are his until the vendor exercises his right of redemption.

RCC—2573, 2576, 2586.

ART. 2576. He becomes absolute owner of the natural augmentations which the thing receives by accession, and is not bound to restore them.

But if these augmentations are of such a nature that they cannot be separated from the thing sold without injury to it, the person exercising the right of redemption, may insist that they shall be yielded to him for a fair price.

RCC—498 et seq., 504 et seq., 520 et seq., 2573, 2575, 2577, 2587.

ART. 2577. With regard to the augmentations which the purchaser, under a condition of redemption, may have produced at his own expense, he has a right to an indemnity for them, as is hereafter stated or to take them away, if the removal can be effected in such a way that the thing sold shall be placed in its original condition.

RCC—501 et seq., 508, 520 et seq., 2045, 2573, 2576, 2578, 2587, 2597.
Art. 2578

The thing sold shall be restored to the seller who exercises the right of redemption, in the state in which it is at the moment. If it has been deteriorated without the fault of the buyer, the loss must be borne by the seller; nor can he, in this case, claim any reduction of the price to be reimbursed. If it has been deteriorated by the fault or neglect of the buyer, though this be but slight, he must make good the loss to the seller.

RCC—1908, 1930, 1934, 2577, 2587, 2588, 2945, 2960, 3167, 3168.

RCC 1870, Art. 2578.
Same as above.

CC 1825, Art. 2556. (Projet, p. 314. Addition is adopted; no comment)
La chose vendue doit être rendue au vendeur qui exerce le réméré, dans l'état où elle se trouve. Si elle a été détériorée sans la faute de l'acheteur, la perte doit être supportée par le vendeur, sans qu'il puisse exiger qu'il soit fait aucune diminution sur le prix qu'il doit rembourser. Si elle a été détériorée par la faute, même légère, de l'acheteur, il doit indemniser le vendeur de cette détérioration.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2579. If the purchaser of an undivided portion of an estate sold with the power of redemption, has become the purchaser of the whole, at an auction ordered in a judicial proceeding against him, he may oblige the vendor to redeem the whole if the latter wishes to avail himself of the redemption.

RCC—1289, 1298, 2108 et seq., 2580 et seq., 2600.

RCC 1870, Art. 2579. (Same as Art. 2579 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2557. (No reference in Projet)
Si l'acquéreur à pacte de rémééré d'une partie indivise d'un héritage, s'est rendu adjudicataire du total, sur une licitation provoquée contre lui, il peut obliger le vendeur à retirer le tout, lorsque celui-ci veut user du pacte.
ART. 2580. If several persons have jointly sold by a single contract a joint estate, each one of them can individually exercise the right of redemption for that share only which belonged to him.

RCC—1289, 1298, 2080, 2108 et seq., 2579, 2581 et seq., 2600.

RCC 1870, Art. 2580. (Same as Art. 2580 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2558. (No reference in Projet)

If several persons have jointly sold by a single contract a joint inheritance, each one of them can individually exercise the right of redemption for that share only which belonged to him.

CC 1808, p. 364, Art. 100. -p. 365, Art. 100.

Same as above; but comma (,) after "redemption."

CN 1804, Art. 1668. Same as above; but no punctuation after "contrat", or after "réméré."

ART. 2581. The same principle governs when a person, having sold an estate, leaves several co-heirs; each of these co-heirs can only exercise the right of redemption for the portion of the estate which falls to his share.

RCC—940, 1763, 2008, 2108 et seq., 2579 et seq., 2584, 2600.

RCC 1870, Art. 2581. (Same as Art. 2581 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2559. (No reference in Projet)

The same principle governs, when a person having sold an inheritance, leaves several co-heirs; each of these co-heirs can only exercise the right of redemption for the portion of the estate which falls to his share.


Same as above; but no punctuation after "gouverne"; comma (,) after "co-heirs."
ART. 2582. But in the cases provided for in the two preceding articles, the purchaser may require, if he deem it proper, that all the co-vendors and co-heirs may be made parties to the suit, for the purpose that they may agree together on the redemption of the whole estate; and in case the co-vendors or co-heirs should not agree, the purchaser shall be hence dismissed.

RCC—2008, 2116, 2581, 2583, 2600.

ART. 2583. If an estate, belonging to several persons, has not been sold by them jointly, and if each coproprietor has only sold individually his share of that estate, they may separately exercise the right of redemption on the respective portions which belonged to each of them; and in that case the purchaser can not compel him, who thus exercises the right of redemption, to redeem the whole estate.

RCC—2579 et seq., 2584.
ART. 2584. If the purchaser has left several heirs, the right of redemption can only be exercised against them individually, for the portion belonging to each of them respectively, whether the estate has already been divided between them or not. But if a partition has already taken place, by which the thing subject to redemption has fallen to the share of only one of the coheirs, the action of redemption may be brought against this heir for the whole estate.

RCC—1382 et seq., 1425, 1427, 1763, 2008, 2111, 2112, 2581, 2583, 2600.

RCC 1870, Art. 2584.
Same as above.

CC 1825, Art. 2562.
Same as above.

Projet du Gouvernement (1800), Book III, Title XI, Art. 92.
Same as CC 1808, p. 365, Art. 103, above; but no punctuation after "plusieurs"; semicolon (;) after "appartenait."

ART. 2584. Si l'acquéreur a laissé plusieurs héritiers, l'action en rémére ne peut être exercée contre chacun d'eux que pour sa part, dans le cas où elle est encore indivise, et dans celui où la chose vendue a été partagée entre'eux.
Mais s’il y a eu partage de l’hérité,
et que la chose vendue soit échue au lot
de l’un des héritiers, l’action en rémétré
peut être intentée contre lui pour le
tout.

**Art. 2585.** The creditors of the vendor can not make use of
the right of redemption, which such vendor may have reserved to
himself.


RCC 1870, Art. 2585.
Same as above.

CC 1825, Art. 2563. (No reference in Projet)
Les créanciers du vendeur ne peuvent
user de la faculté de rémétré qu’il s’est
réservée.

CC 1808, p. 364, Art. 105.
The creditors of the vendor cannot
make use of the right of redemption
which said vendor may have reserved to
himself.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XI, Art. 94.
Same as CC 1808, p. 364, Art. 105,
above.

**Art. 2586.** When a vendor exercises the right of redemption,
he becomes entitled to all the fruits not yet gathered, from the day in
which he has either reimbursed or consigned the money paid by the
purchaser, unless the contrary has been stipulated.

RCC—498, 499, 501, 546, 2575.

RCC 1870, Art. 2586.
Same as above.

CC 1825, Art. 2564. (No reference in Projet)
Lorsque le vendeur fait usage de la
faculté de rémétré, les fruits pendans par
les racines lui appartiennent, à compter du jour où il a remboursé ou con-
signé le prix, s’il n’y a stipulation con-
traire.
ART. 2587. The vendor who exercises the right of redemption, is bound to reimburse to the purchaser, not only the purchase money, but also the expenses resulting from necessary repairs, those which have attended the sale, and the price of the improvements which have increased the value of the estate, up to that increased value.

RCC—555, 735, 1268, 1535, 1965, 2045 et seq., 2506, 2507, 2509, 2567, 2573, 2597, 2598, 2730, 2742, 2789, 2908.

ART. 2588. When a vendor recovers the possession of his inheritance by virtue of the power of redemption, he recovers it free from any mortgages or incumbrances created by the purchaser, provided such possession be recovered within the ten years as provided by article 2568. If after the expiration of these ten years, the vendor recover his estate with the consent of the purchaser, the estate remains liable for every mortgage and incumbrance laid upon it by the purchaser.

RCC—735, 1264, 1535, 2045, 2506, 2508, 2572, 2573, 2578, 3544.
Art. 2589. COMPiled EDITION

CC 1825, Art. 2566. (No reference in Projet)

When a vendor recovers the possession of his inheritance by virtue of the power of redemption, he recovers it free from any mortgages or incumbrances created by the purchaser, provided such possession be recovered within the ten years as provided by article 2546. If, after the expiration of these ten years, the vendor recover his estate with the consent of the purchaser, the estate remains liable for every mortgage and incumbrance laid upon it by the purchaser.

CC 1808, p. 364, Art. 108.

When a vender recovers the possession of his inheritance by virtue of the power of redemption, he recovers it free from any mortgages or incumbrances created by the purchaser, provided such possession be recovered within the ten years as provided by the 92nd article.—If after the expiration of these ten years the vender recovers his estate with the consent of the purchaser, the estate remains liable for every mortgage and incumbrance laid upon it by said purchaser.

CN 1804, Art. 1673, par. 2.

When a vendor recovers possession of his inheritance by virtue of the power of redemption, he recovers it free from any mortgages or incumbrances created by the purchaser: he is bound to carry out the leases made without fraud by the purchaser.

Projet du Gouvernement (1800), Book III, Title XI, Art. 97.

When a vendor recovers possession of his inheritance by virtue of the power of redemption, he recovers it free from any mortgages or incumbrances created by the purchaser, provided such possession be recovered within the ten years as provided by article 81.

Par. 2 same as CC 1808, p. 364, Art. 108, sentence 2, above.

Section 2—OF THE RESCISSION OF SALES ON ACCOUNT OF LESION

Art. 2589. If the vendor has been aggrieved for more than half the value of an immovable estate by him sold,* he has the right to demand the rescission of the sale, even in case he had expressly abandoned** the right of claiming such rescission, and declared that he gave to the purchaser the surplus of the thing's value.

RCC—11, 372, 1397, 1398, 1400, 1406, 1411, 1414, 1768, 1819, 1860 et seq., 1869 et seq., 1881, 2222, 2230, 2464, 2521, 2531, 2566, 2590 et seq., 2664 et seq.

RCC 1870, Art. 2589.

Same as above.

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ART. 2590. To ascertain whether there is a lesion beyond moiety, the immovable must be estimated according to the state in which it was, and the value which it had at the time of the sale.

RCC—1398, 1860, 1870, 1871, 2589, 2591, 2665.

RCC 1870, Art. 2590. (Same as Art. 2590 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2568. (No reference in Projet)

To ascertain whether there is lesion in more than one half, the immovable must be estimated, according to the state in which it was, and the value which it had, at the time of the sale.

CC 1808, p. 366, Art. 110.

It is well understood that it is necessary, previous to such rescission to determine first, by causing said estate to be appraised according to its condition and value at the time of the sale, whether the vendor has been aggrieved or not.

*"By him sold" has no counterpart in French text.
**English translation of French text incomplete; should include "in the contract."
ART. 2591

If it should appear that the immovable estate has been sold for less than one-half of its just value, the purchaser may either restore the thing and take back the price which he has paid, or make up the just price and keep the thing. (As amended by Acts 1871, No. 87)

RCC—1860 et seq., 1870, 1877, 1880, 2464, 2589, 2590, 2592.

ART. 2592. Should the purchaser prefer to keep the thing by making up the just price, he must pay the interest of the additional price from the day when the rescission was demanded. If he chooses
rather to restore the thing and to receive the purchase money, he shall be liable to restore the fruits of the estate from the day of the demand, but the interest of his money shall also be paid to him from the same time.

RCC—502, 545, 1878, 1880, 1935, 2489, 2553, 2591, 2924.

RCC 1870, Art. 2592.
Same as above.

CC 1825, Art. 2570. (No reference in Projet)
Same as above.

CC 1808, p. 366, Art. 112.
Should the purchaser prefer to keep the thing by making up the just price, he must pay the interest of the additional price from the day when the rescission was demanded. If he chooses rather to restore the thing and to receive the purchase money, he shall be liable to restore the fruits of the estate from the day of said demand, but the interest of his money shall also be paid to him from the same time.

CN 1804, Art. 1682.
Should the purchaser prefer to keep the thing on furnishing the remainder regulated by the preceding article, he owes interest on the additional price, from the day when the rescission was demanded.

If he chooses rather to restore the thing and to receive the purchase money, he shall be liable to restore the fruits of the estate from the day of the demand.

The interest of his money shall also be paid to him from the same time, or from the day of the payment, if he has not received any fruits.

Projet du Gouvernement (1800), Book III, Title XI, Art. 101.
Same as CC 1808, p. 366, Art. 112, above.

Si l'acquéreur opte de garder la chose en supplantant le juste prix, il doit l'intérêt du supplément, du jour de la demande en rescision.

S'il préfère la rendre et recevoir le prix, il rend les fruits du jour de la demande, et l'intérêt du prix qu'il a payé lui est aussi compté du jour de la même demande.

Par. 1 same as par. 1, above; but comma (,) after "chose"; no punctuation after "supplément."

S'il préfère le rendre et de recevoir le prix, il rend les fruits du jour de la demande, et l'intérêt du prix qu'il a payé lui est aussi compté du jour de la même demande.

Si l'acquéreur préfère garder la chose en fournissant le supplément réglé par l'article précédent, il doit l'intérêt du supplément, du jour de la demande en rescission.

S'il préfère la rendre et recevoir le prix, il rend les fruits du jour de la demande.

L'intérêt du prix qu'il a payé, lui est aussi compté du jour de la même demande, ou du jour du paiement, s'il n'a touché aucun fruits.

ART. 2593. The rescission for lesion beyond moiety, can not take place in favor of the purchaser.

RCC—1861, 2589, 2665, 2666.

RCC 1870, Art. 2593. (Same as Art. 2593 of Proposed Revision of 1869)
Same as above.
Art. 2594

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CC 1825, Art. 2571.

The rescission for having been aggrieved for more than half the value of a thing, cannot take place in favour of the purchaser.

CC 1808, p. 366, Art. 113.

Same as above; but no punctuation after “thing.”

CN 1804, Art. 1683.

Rescission for lesion cannot take place in favor of the purchaser.

Projet du Gouvernement (1800), Book III, Title XI, Art. 102.

Same as CC 1808, p. 366, Art. 113, above; RCC 1870 preferred.

Art. 2594. Rescission for lesion beyond moiety is not granted against sales of moveables and produce, nor when rights to a succession have been sold to a stranger, nor in matter of transfer of credits, nor against sales of immovable property made by virtue of any decree or process of a court of justice.

RCC—1404 et seq., 1862, 1863, 1869, 1877, 2223, 2464, 2566, 2603, 2664 et seq.

RCC 1870, Art. 2594. (Same as Art. 2594 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2572.

Rescission for lesion beyond moiety is not granted against sales of moveables, slaves and produce, nor when rights to a succession have been sold to a stranger, nor in matter of transfer of credits, nor against sales of real property made by virtue of any decree or process of a court of justice.

CC 1808, p. 366, Art. 114.

Same as above; but comma (,) after “esclaves”, after “fruits”, after “d’herédité”, and after “d’immeubles.”

CN 1804, Art. 1684.

It is not granted against any sale which, according to law, may be made only by authority of justice.

Projet du Gouvernement (1800), Book III, Title XI, Art. 103.

It is not granted, Against sales of moveables or of produce, Nor when rights to a succession have been sold to a stranger, Nor in sales of credits.

Elle n’a pas lieu en toutes ventes qui, d’après la loi, ne peuvent être faites que d’autorité de justice.
ART. 2595. Actions for recission [rescission] of sales on account of lesion beyond moiety must be commenced within four years. These four years, with respect to minors, begin only from the day they become of age. With respect to persons of full age, they begin from the day of the sale.

RCC—337, 353, 370, 415, 1413, 1414, 1866, 1867, 1872, 1876, 2221, 2231, 2571, 2596, 3522.

RCC 1870, Art. 2595.
Same as above.

CC 1825, Art. 2573.
Same as above.

CC 1808, p. 366, Art. 115.
Actions for the rescission of sales on account of lesion beyond moiety must be commenced in the course of four years. These four years with respect to minors, begin only from the day they become of age. With respect to persons of full age, they begin from the day of the sale.

CC 1808, p. 367, Art. 115.
-Pars. 1, 2 same as pars. 1, 2, above; but comma (,) after “restituer.”

CN 1804, Art. 1676, pars. 1 and 2.
The demand is not allowed after the expiration of two years counting from the day of the sale. This delay runs against married women, and against absentees, interdicts, and minors who succeed to the rights of a person of full age who has made the sale.

Projet du Gouvernement (1800), Book III, Title XI, Art. 104.
Actions for rescission must be commenced within four years. Par. 2 same as CC 1808, p. 366, Art. 115, par. 2, above.
And with respect to persons of full age, they begin from the day of the sale.

ART. 2596. This delay runs with and is not suspended by that granted for redemption.

RCC—2221, 2567, 2571, 2595, 3522.

RCC 1870, Art. 2596.
Same as above.

CC 1825, Art. 2574.
Same as above.

Same as above.

-Pars. 1, 2 same as CC 1825, Art. 2573, pars. 2, 3, above.

1425
Art. 2597

The seller who demands the rescission on account of lesion beyond moiety, must resume the possession of the thing, in the state in which it is.

The buyer, in this case, is not bound for the injury sustained through his fault before the demand. He is only bound to make reimbursement for such injuries as he has turned to his own profit.

RCC—1259, 1260, 1878 et seq., 2504 et seq., 2508, 2577, 2578, 2587, 2598, 2599, 3167.

RCC 1870, Art. 2597.

(Same as Art. 2597 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2575.

The seller who demands the rescission on account of lesion beyond the moiety, must resume the possession of the thing, in the state in which it is.

Par. 2 same as par. 2, above.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2598. The buyer is entitled to repayment for ameliorations which he has effected, although they be merely for pleasure and convenience.

RCC—594, 1258, 1259, 1878, 1965, 2314, 2504 et seq., 2509, 2510, 2587, 2597, 2908, 3167.

RCC 1870, Art. 2598.

Same as above.

CC 1825, Art. 2576.

Same as above.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2599. He may remain in possession of the thing sold until the seller has restored the price which he paid, together with his expenses.

RCC—1878, 2314, 2597, 2956, 3164.

RCC 1870, Art. 2599.

Same as above.
ART. 2600. The provisions contained in the preceding section relative to the case where several co-proprietors have sold a thing, either jointly or separately,* and to that where the vendor, or the buyer, has left several heirs, must likewise be applied to the exercise of the action of rescission for lesion beyond moiety.

RCC—2080, 2108, 2111, 2112, 2579 et seq., 2584.

RCC 1870, Art. 2600. (Same as Art. 2600 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2578. (No reference in Projet)

The provisions, contained in the preceding section, relative to the case where several co-partners have sold a thing, either jointly or separately, and to that where the vendor** has left several heirs, must likewise be applied to the exercise of the action of rescission.

CC 1808, p. 366, Art. 117.

Les règles expliquées dans la section précédente [précédente], pour les cas où plusieurs ont vendu conjointement,* et pour celui où le vendeur, ou l'acheteur,** ont [a] laissé plusieurs héritiers, sont pareillement observées pour l'exercice de l'action en rescision.

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*Note error in English translation of French text; "either jointly or separately" should be "jointly."

**English translation of French text incomplete; should include "or the buyer."

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Art. 2601

Chapter 9—Of Sales by Auction, or Public Sales*

*See general comment by redactors, Projet, p. 316.

ART. 2601. The sale by auction is that which takes place when the thing is offered publicly to be sold to whoever will give the highest price.

RCC—341, 563, 1051, 1167 et seq., 1339, 1869, 2361, 2602, 2617, 3543. Acts 1932, No. 209; 1938, No. 75; 1938, No. 290.

RCC 1870, Art. 2601.
Same as above.

CC 1825, Art. 2579.
(Projet, p. 314. Addition adopted; no comment)
La vente à l'enchère est celle qui a lieu, lorsque la chose est offerte publiquement pour être vendue à celui qui en donnera le plus haut prix.

CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2602. This sale is either voluntary or forced: voluntary when the owner himself offers his property for sale in this manner; forced, when the law prescribes this mode of sale for certain property, such as that of minors.


RCC 1870, Art. 2602.
Same as above.

CC 1825, Art. 2580.
(Projet, p. 314. Addition adopted; no comment)
Cette vente est volontaire ou forcée: Volontaire, lorsque c'est le propriétaire lui-même qui offre son bien pour être vendu de cette manière; Forcée, lorsque la loi prescrit ce mode de vente pour certains biens, tels que ceux des mineurs.

CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2603. The sale by auction, as it is made by officers of justice, is treated of separately, under the chapter on judicial sales.


RCC 1870, Art. 2603.
(Same as Art. 2603 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2581.
(Projet, p. 314. Addition adopted; no comment)
La vente à l'enchère, qui se fait par les officiers de justice, est traitée séparément sous le titre de vente judiciaire.

CC 1808. No corresponding article.
CN 1804. No corresponding article.
ART. 2604. The sale by auction, whether made at the will of the seller, or by direction of the law, is subjected to the rules hereafter mentioned.

RCC—2605 et seq.

RCC 1870, Art. 2604.
Same as above.

CC 1825, Art. 2582. (Projet, p. 315. Addition adopted; no comment)
La vente à l'enlèvre, soit qu'elle ait lieu par la volonté du vendeur, soit qu'elle se fasse parce que la loi le prescrit ainsi, est soumise aux règles particulières expliquées ci-après.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2605. It can not be made directly by the seller himself, but must be made through the ministry of a public officer, appointed for that purpose.


RCC 1870, Art. 2605.
Same as above.

CC 1825, Art. 2583. (Projet, p. 315. Addition adopted; no comment)
Elle ne peut être faite directement par le vendeur lui-même; mais elle a lieu par le ministère d'un officier public, autorisé à cet effet.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2606. This officer, after having received in writing, from the seller, the conditions of the sale, must proclaim them, in a loud and audible voice,* and afterwards propose that a bid shall be made for the property thus offered.


RCC 1870, Art. 2606.
Same as above.

CC 1825, Art. 2584. (Projet, p. 315. Addition adopted; no comment)
Cet officier, après avoir reçu, par écrit, du vendeur, les conditions de la vente, doit les proclamer à haute et intelligible voix, à toutes les personnes présentes,* et proposer ensuite qu'on mette à prix la chose ainsi exposée.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*English translation of French text incomplete; should include “to all the persons present.”
ART. 2607. When the highest price offered has been cried long enough to make it probable that no higher will be offered, he who has made the offer is publicly declared to be the purchaser, and the thing sold is adjudicated to him.


RCC 1870, Art. 2607.
Same as above.

CC 1825, Art. 2585. (Projet, p. 315. Addition adopted; no comment)
Same as above; but comma (,) after "offer."

RCC 1870, Art. 2608.
Same as above.

CC 1825, Art. 2586. (Projet, p. 315. Addition adopted; no comment)
This adjudication is the completion of the sale; the purchaser becomes the owner of the article adjudged, and the contract is, from that time, subjected to the same rules which govern the ordinary contract of sale.

RCC—2607, 2609 et seq., 2615, 2620, 2623. CP—690, 695. RS—3395.

RCC 1870, Art. 2609.
Same as above.

CC 1825, Art. 2587. (Projet, p. 315. Addition adopted; no comment)
If the adjudication be made on condition that the price shall be paid in cash, the auctioneer may require the price immediately, before delivering possession of the thing sold.

RCC—2608, 2610, 2611. CP—689.

CC 1808. No corresponding article.

CN 1804. No corresponding article.
ART. 2610. If the object adjudged is an immovable for which the law requires that the act of sale shall be passed in writing, the purchaser may retain the price, and the seller the possession of the thing, until the act be passed.

This act ought to be passed within twenty-four hours after the adjudication, if one of the parties require it; he who occasions a further delay is responsible to the other in damages.


RCC 1870, Art. 2610. (Same as Art. 2610 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2588. (Projet, p. 315. Addition adopted; no comment)

If the object adjudged is an immovable or a slave, for which the law requires that the act of sale shall be passed in writing, the purchaser may retain the price, and the seller the possession of the thing, until the act be passed.

Par. 2 same as par. 2, above; but colon (:) after “it”; comma (,) after “delay.”

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2611. In all cases of sale by auction, whether of moveables or immovables, if the person to whom adjudication is made, does not pay the price at the time required, agreeably to the two preceding articles, the seller at the end of ten days, and after the customary notices, may again expose to public sale the thing sold, as if the first adjudication had never been made; and if at the second crying, the thing is adjudged for a smaller price than that which had been offered by the person to whom the first adjudication was made, the latter remains a debtor to the vendor, for the deficiency and for all the expenses incurred subsequent to the first sale. But if a higher price is offered for the thing than that for which it was first adjudged, the first purchaser has no claim for the excess.

RCC—2608 et seq., 2612. CP—689 et seq.

RCC 1870, Art. 2611. (Same as Art. 2611 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2589. (Projet, p. 315. Addition adopted; no comment)

In all cases of sale by auction, whether of moveables or of slaves or immoveables, if the person to whom adjudication is made, does not pay the price at the time required, agreeably to the two preceding articles, the seller at the end of ten days, and after the customary notices, may again expose to public sale the thing sold, as if the first adjudication had never been made; and
Art. 2612

if at the second crying, the thing is adjudged for a smaller price than that which had been offered by the person to whom the first adjudication was made, the latter remains a debtor to the vendor, for the deficiency, and for all the expenses incurred subsequent to the first sale. But if a higher price is offered for the thing, than that for which it was first adjudged, the first purchaser has no claim for the excess.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2612. At this second crying, the first purchaser can not be allowed to bid, either directly or through the intervention of another person.

RCC—2611. CP—688. Acts 1908, No. 316, §3.

RCC 1870, Art. 2612.
Same as above.

CC 1825, Art. 2590. (Projet, p. 316. Addition adopted; no comment)
A cette seconde criée le premier adjudicataire ne peut être reçu à en­
chérir, ni par lui-même, ni par per­
sone interposée.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2613. When a thing is exposed to public sale, with notice that the buyer shall give indorsed notes for the price, he is bound, immediately after the sale, if required, to acquaint the auctioneer or the seller with the name of the person whom he offers for indorser, and if this indorser does not suit the seller, or in his absence the auctioneer, the adjudication is considered as not having been made.

RCC—2614. CP—705.

RCC 1870, Art. 2613.
Same as above.

CC 1825, Art. 2591. (Projet, p. 316. Addition adopted; no comment)
Lorsqu'une chose est exposée en vente publique, avec avertissement que l'adjudicataire fournira pour le prix des billets endossés, il doit aussitôt après l'adjudication, déclarer à l'encan­
teur ou au vendeur, s'il en est requis, le nom de celui qu'il offre pour endos­
sieur; et si cet endosseur ne convient point au vendeur, ou à l'encan­
teur, en l'absence du vendeur, l'adjudication sera considérée comme non avenue.

CC 1808. No corresponding article.

CN 1804. No corresponding article.
ART. 2614. The refusal by the seller to receive the indorser whom the purchaser offers, renders him responsible in damages to the latter, if it be proved that the indorser proposed is good and solvent.

RCC—1934, 2613.

RCC 1870, Art. 2614.
Same as above.

CC 1825, Art. 2592. (Projet, p. 316. Addition adopted; no comment)
Le refus que fait le vendeur de recevoir l'endosseur que l'adjudicataire lui offre, le rend responsable envers celui-ci de tous dommages et intérêts, dans le cas où il serait prouvé que l'endosseur offert est bon et solvable.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2615. The adjudication can only be made to a bidder present, or properly represented. The person who bids in the name of another, without sufficient authority to bind him, is considered as having bought on his own account, and is answerable for all the consequences of the adjudication.

RCC—2608, 3010, 3013.

RCC 1870, Art. 2615.
Same as above.

CC 1825, Art. 2593. (Projet, p. 316. Addition † adopted; no comment)
L'adjudication ne peut être faite qu'à un enchérisseur présent ou valablement représenté; celui qui a enchéri au nom d'un autre, sans autorisation suffisante pour l'obliger, est considéré comme ayant acheté pour son propre compte, et est tenu de toutes les conséquences de l'adjudication.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Chapter 10—Of Judicial Sales

ART. 2616. Sales which are made by authority of law are of two kinds:
1. Those which take place when the property of a debtor has been seized by order of a court, to be sold for the purpose of paying the creditor.
2. Those which are ordered in matters of succession or partition.

RCC—1294, 1323 et seq., 1869, 2603, 2617 et seq., 2622 et seq., 3543. RS—3390 et seq.

RCC 1870, Art. 2616.
Same as above.
**Art. 2617**

**COMPILED EDITION**

**CC 1825, Art. 2594.**

(Projet, p. 316. Addition adopted; no comment)

Same as above; but comma (,) after "law"; semicolon (;) after "creditor."

Les ventes qui se font par autorité de justice, sont de deux sortes:

1. Celles qui ont lieu, lorsque le bien d'un débiteur a été saisi par ordre du juge, pour être vendu, à l'effet de payer le créancier;

2. Celles qui sont ordonnées en matière de succession ou de partage.

**Art. 2617.** Judicial sales are subject to the rules laid down above for public sales in general, in all such things as are not contrary to the formalities expressly prescribed for such sales, and with the modifications contained hereafter.


**RCC 1870, Art. 2617.**

Same as above.

**CC 1825, Art. 2595.**

(Projet, p. 316. Addition adopted; no comment)

Les ventes judiciaires sont sujettes aux règles établies ci-dessus pour les ventes publiques en général, en tout ce qui n'est pas contraire aux formalités particulièrement prescrites pour ces sortes de ventes, et en outre sauf les modifications ci-après.

**CC 1808.** No corresponding article.

**CN 1804.** No corresponding article.

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**Section 1—OF SALES ON SEIZURE OR EXECUTION**

**Art. 2618.** The sale on seizure is made at public auction by the sheriff or other officer charged with the execution of the judgment.


**RCC 1870, Art. 2618.**

Same as above.

**CC 1825, Art. 2596.**

(Projet, p. 316. Addition adopted; no comment)

La vente sur saisie se fait à l'enchère publique par le shérif ou autre officier chargé de l'exécution du jugement.

**CC 1808.** No corresponding article.

**CN 1804.** No corresponding article.

**Art. 2619.** Whatever may be the vices of the thing sold on execution, they do not give rise to the redhibitory action; but the sale may be set aside in the case of fraud, and declared null in cases of nullity.

RCC—1842, 1847, 1881, 2221 et seq., 2537.

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ART. 2620. This sale on execution transfers the property of the thing to the purchaser as completely as if the owner had sold it himself; but it transfers only the rights of the debtor such as they are.

RCC—2479, 2608, 2616, 2623, 3508. CP—690, 694.

ART. 2621. The purchaser evicted from property purchased under execution shall have his recourse for reimbursement against the debtor and creditor; but, upon the judgment obtained jointly* for that purpose, the purchaser shall first take execution against the debtor, and upon the return of such execution no property found, then he shall be at liberty to take out execution against the creditor.

RCC—2085, 2500 et seq. CP—683, 710 et seq.

*English translation of French text incomplete; should include “against both.”
Section 2—OF THE JUDICIAL SALE OF THE PROPERTY OF SUCCESSIONS

Art. 2622. The judicial sale of succession property is ordered by the judge of the court to which this jurisdiction is specially confided.

Representatives of successions shall have the right to cause sales of the property administered by them to be made either by the sheriff or an auctioneer, or to make it themselves, but in the event of making the sales themselves, they shall receive no commission therefor.

RCC—929, 1022 et seq., 1051, 1062, 1064 et seq., 1137, 1163 et seq., 1171, 1869, 2603, 2605, 2616, 2617, 3398. CP—164, 929, 990, 1022 et seq. Acts 1877, No. 47; 1888, No. 109; 1890, No. 21 (as am. by 1918, No. 246); 1926, No. 173. RS—3397.

RCC 1870, Art. 2622. (Same as above.)

CC 1825, Art. 2600. (Projet, p. 317. Addition amended and adopted; no comment)

The judicial sale of succession property is made by the judge or clerk of the court to which this jurisdiction is specially confided.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2623. The adjudication made and recorded by the sheriff, auctioneer or representative of the succession, is a complete title to the purchaser, and needs not be followed by an act passed before a notary.

RCC—2608, 2620. CP—690, 695.

RCC 1870, Art. 2623. (Same as Art. 2623 of Proposed Revision of 1869)

CC 1825, Art. 2601. (Projet, p. 317. Addition amended and adopted; no comment)

The adjudication made and recorded by the judge or clerk of the court, is a complete title to the purchaser, and needs not be followed by an act passed before a notary.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2624. All the warranties to which private sales are subject exist against the heir in judicial sales of the property of successions.

RCC—2475, 2476, 2501 et seq., 2520 et seq., 2537, 2582.

RCC 1870, Art. 2624. (Same as above.)
ART. 2625. Heirs may purchase the property of the succession to the amount of their proportion, and are not obliged to pay the purchase money, until a liquidation is had, by which it is ascertained what balance there is in their favor or against them.

RCC—1343, 1344.

RCC 1870, Art. 2625.
Same as above.

ART. 2626. The first law of society being that the general interest shall be preferred to that of individuals, every individual who possesses under the protection of the laws, any particular property, is tacitly subjected to the obligation of yielding it to the community, wherever it becomes necessary for the general use.

RCC—497, 1781, 2014, 2627 et seq., 2640. Acts 1871, No. 18; 1880, No. 124; 1886, No. 117; 1890, No. 132; 1892, No. 12; 1896, No. 96; 1902, No. 227; 1906, No. 39; 1906, No. 208; 1908, No. 50; 1908, No. 101; 1910, No. 123; 1916, No. 39; 1916, No. 181; 1916, No. 268; 1917, E.S., No. 16; 1917, E.S., No. 39; 1924, No. 110; 1926, No. 156; 1928, No. 176. RS—1480 et seq. Const. 1921, I, 2; IV, 15.

RCC 1870, Art. 2626.
Same as above.

ART. 2627. The first law of society being that the general interest shall be preferred to that of individuals, every individual who possesses under the protection of the laws, any particular property, is tacitly subjected to the obligation of yielding it to the community, wherever it becomes necessary for the general use.
Art. 2627. If the owner of a thing necessary for the general use, refuses to yield it, or demands an exorbitant price, he may be divested of the property by the authority of law.

RCC—2626, 2628.

RCC 1870, Art. 2627. (Same as Art. 2627 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2605. (Projet, p. 317. Addition adopted; no comment)
If the proprietor of a thing necessary for the general use, refuses to yield it, or demands an exorbitant price, he may be divested of the property by the authority of law.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2628. In all cases, a fair price should be given to the owner for the thing of which he is dispossessed.


RCC 1870, Art. 2628. Same as above.

CC 1825, Art. 2606. (Projet, p. 318. Addition adopted; no comment)
Il est dû, dans tous les cas, au propriétaire un juste prix de l'objet dont on l'exproprie.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2629. This price ought to be paid to the owner before the expropriation, that is to say, before he has delivered the possession, or it has been finally taken from him, in case of resistance.

RCC—497, 2641. Const. 1921, I, 2; IV, 15.

RCC 1870, Art. 2629. (Same as Art. 2629 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2607. (Projet, p. 318. Addition adopted; no comment)
Ce juste prix doit lui être payé avant l'expropriation, c'est-à-dire, avant qu'il ait livré la possession, ou qu'elle lui ait été ôtée par force, s'il résiste.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2630. Whenever any corporation, constituted under the laws of this State, for the construction of a railroad, plankroad, turnpike road, a canal for navigation, or for the purpose of transmitting intelligence by magnetic telegraph, can not agree with the owner of any land which may be wanted for its purchase, it shall be lawful for such corporation to apply by petition to the judge of the district court in which such land may be situated, or if it extends into two districts,
to the judge of the district in which the owner thereof resides, and if the owner does not reside in either district, then to the judge of either district, describing the lands necessary for their purposes, with a plan of the same, and a statement of the improvements thereon, if any, and the name of the owner thereof, if known and present in the State, with a prayer that the land be adjudged to such corporation upon the payment to the owner of all such damages as he may sustain in consequence of the expropriation of his land for such public work. All claims for land, or damages to the owner caused by its expropriation for the construction of any public works, shall be barred by two years’ prescription, which shall commence to run from the date at which the land was actually occupied and used for the construction of the works.

RCC—2626, 2631 et seq., 2640, 2641. Acts 1880, No. 124; 1886, No. 117 (as am. by 1896, No. 96; 1902, No. 227; 1906, No. 208; 1910, No. 123; 1928, No. 176; 1936, No. 12); 1890, No. 132; 1900, No. 111; 1902, No. 73; 1906, No. 39; 1908, No. 80; 1916, No. 268; 1921, E.S., No. 95, §27 (as am. by 1930, E.S., No. 9, §1); 1926, No. 156.

RCC 1870, Art. 2630. (Same as Art. 2630 of Proposed Revision of 1869; similar to Acts 1852, No. 119, §1; same as Acts 1853, No. 174, §1, and Acts 1855, No. 38, §1 (RS §§698, 14791))

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2631. On the presentation of such petition to the judge, it shall be his duty to indorse thereon an order directing the clerk of the court to give notice to the owner according to law. The clerk shall thereupon issue a copy of the petition and order, together with a notice of the time at which a jury will be impaneled [impaneled] to assess the value of the land described in the petition, to the sheriff, who shall make service and return therefor as in ordinary cases.

RCC—2630, 2632, 2635.

RCC 1870, Art. 2631. (Same as Art. 2631 of Proposed Revision of 1869; similar to Acts 1852, No. 119, §2; same as Acts 1855, No. 38, §2 (RS §§699, 14801))

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2632. Immediately after the order shall have been made by the Judge, it shall be the duty of the Clerk and Sheriff to make a list of fifty freeholders, residents of the parish in which the land lies, and not interested in the issue to be tried, from which list thirty-six freeholders shall be drawn and summoned to attend on the day fixed in the order of court, provided that the summons shall be served on the freeholders not less than five calendar days, prior to the date fixed for attendance. And from the thirty-six freeholders so summoned, a jury of twelve shall be empaneled, which shall, by a verdict in which at least three-fourths of their number shall concur, determine, after
hearing the parties and their evidence, what is the value of the land
described in the petition with its improvements, and what damages,
if any, the owner would sustain, in addition to the loss of the land,
by its expropriation. If, for any reason, a jury cannot be empaneled
from the thirty-six freeholders whose names are drawn as above set
forth, then, from the remaining fourteen freeholders, the court shall
have the right to summon as many additional freeholders as the court
may deem necessary to complete the empanelling of the jury. In em­
panelling the jury, either party may challenge for cause and each party
shall be entitled to the same number of peremptory challenges as is
allowed by law in the trial of ordinary civil suits. (As amended by
Acts 1940, No. 187)

1921, VII, 41, 44.

Art. 2632.
Immediately after the order shall have been made by the judge, it shall be the
duty of the clerk and sheriff to make a list of forty-eight freeholders, residents
of the parish in which the land lies, and not interested in the issue to be tried; from
which list twenty-four shall be drawn and summoned to attend on the tenth day
after the date of the summons, or, if that day be one of public rest, on the eleventh
day after said date, and from the twenty-four freeholders, a jury shall be em­
paneled, which shall, by a verdict in which at least three-fourths of their number
shall concur, determine, after hearing the parties and their evidence, what is the
value of the land described in the petition with its improvements, and what dam­
ages, if any, the owner would sustain, in addition to the loss of the land, by its
expropriation. In empanelling the jury, either party may challenge for cause and
each party shall be entitled to the same number of peremptory challenges as is
allowed by law in the trial of ordinary civil suits. (As amended by Acts 1936,
No. 276)

RCC 1870, Art. 2632. (Same as Art. 2632 of Proposed Revision of 1869;
same as Acts 1852, No. 119, §3, and Acts 1855,
No. 38, §3 (RS §700, 1481))

Immediately after the order shall have been made by the judge, it shall be the
duty of the clerk and sheriff to make a list of forty-eight freeholders, residents
of the parish in which the land lies, and not interested in the issue to be tried; from
which list twenty-four shall be drawn and summoned to attend, on the tenth
day after the date of the summons, or if that day be one of public rest, on the
eleventh day after the date, and from the twenty-four freeholders, a jury shall be
impaneled (impaneled), which shall, by a verdict in which at least three-fourths of
their number shall concur, determine, after hearing the parties and their evidence,
what is the value of the land described in the petition with its improvements, and
what damages, if any, the owner would sustain in addition to the loss of the land
by its expropriation. In impanneling (impaneling) the jury, either party may
challenge for cause, but no peremptory challenge shall be allowed.

CC 1825, Art. 2608. (Projet, p. 318. Addition † adopted; no comment)
A l’effet de faire fixer ce juste prix, le juge, dans la juridiction duquel est
situé le bien qu’il est nécessaire de prendre pour l’usage commun, fera con­
voquer à huitaine par le shérif, un jury [jury] de douze propriétaires, qui, après
avoir été dûment assermentés, décler­eront quelle est la somme que vaut ce
bien, eu égard non seulement à la va­
leur générale des biens de même espèce et bonté, mais à la valeur particulière
qu’il peut avoir relativement au reste
de l’héritage dont il serait démembre, et au tort qu ce démembrement peut
causar au propriétaire.

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ART. 2633. In estimating the value of the property to be expropriated, the basis of assessment shall be the true value which the land possessed before the contemplated improvement was proposed, and without deducting therefrom any amount for the benefit derived by the owner from the contemplated improvement or work.


RCC 1870, Art. 2633. (Same as Art. 2633 of Proposed Revision of 1869; same as Acts 1852, No. 119, §4, and Acts 1855, No. 38, §4 (RS §§701, 1482))

ART. 2634. Any appeal to the Supreme Court from the verdict of the jury and judgment of the lower court, made by either party, shall not suspend the execution of such judgment, but the payment of the amount of the verdict by the company to the owner, or the deposit thereof subject to the owner’s order, in the hands of the sheriff, shall entitle the corporation to the right, title and estate of the owner in and to the land described in the petition in the same manner as a voluntary conveyance would do. But in the event of any change being made by the final decree in the decision of the cause, the corporation shall be bound to pay the additional assessment, or be entitled to recover back the surplus paid, as the case may be.

RCC—2167, 2169, 2636.

RCC 1870, Art. 2634. (Same as Art. 2634 of Proposed Revision of 1869; same as Acts 1852, No. 119, §4, and Acts 1855, No. 38, §5 (RS §§702, 1483))

ART. 2635. If the owner of any lands required for works of public utility be unknown or absent, and have left no known agent in the State, it shall be the duty of the court to appoint a curator ad hoc
Art. 2636

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to represent and act for such owner; and the price which he may be entitled to receive shall be deposited in the State treasury, subject to his order; the receipt of the State Treasurer for the price shall vest the title in the corporation paying for the land, in the same manner as if it were paid to the owner in person.

RCC—2630, 2631. CP—116.

RCC 1870, Art. 2635. (Same as Art. 2635 of Proposed Revision of 1869; same as Acts 1852, No. 119, §6, and Acts 1855, No. 38, §6 (RS §§703, 1484))

CC 1825. No corresponding article.
CC 1808. No corresponding article.
CN 1804. No corresponding article.

Art. 2636. If any owner shall be of opinion that the quantity of land sought to be purchased by any corporation exceeds that which is reasonably necessary for the purpose intended by the company, it shall be lawful for him to file a special plea, setting forth this fact, and in such case the jury shall determine not only the value of the land to be expropriated, but also the extent of land over which the company may exercise the forced expropriation; the whole always subject to the decision of the Supreme Court on appeal.

RCC—2632, 2634.

RCC 1870, Art. 2636. (Same as Art. 2636 of Proposed Revision of 1869; same as Acts 1852, No. 119, §7, and Acts 1855, No. 38, §7 (RS §§704, 1485))

CC 1825. No corresponding article.
CC 1808. No corresponding article.
CN 1804. No corresponding article.

Art. 2637. The right of expropriation shall in no case extend to graveyards, nor the dwelling house, yard, garden, and other appurtenances thereof, unless the jury shall find, by their verdict, that the line of the proposed railroad or canal can not be diverted from that proposed by the company without great public loss or inconvenience.

RCC—2630, 2632.

RCC 1870, Art. 2637. (Same as Art. 2637 of Proposed Revision of 1869; same as Acts 1852, No. 119, §8, and Acts 1855, No. 38, §8 (RS §§705, 1486))

CC 1825. No corresponding article.
CC 1808. No corresponding article.
CN 1804. No corresponding article.

Art. 2638. If a tender be made by any corporation of the true value of the land to the owner thereof, before proceeding to a forced
expropriation, the costs of such proceedings shall be paid by the owner.


ART. 2638. Same as above.

(Same as Art. 2638 of Proposed Revision of 1869; same as Acts 1852, No. 119, §9, and Acts 1855, No. 38, §9 [RS §§706, 1487])

CC 1825. No corresponding article.
CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2639. All judgments directing the expropriation of lands to corporations shall be valid against all persons, including married women, minors, or persons interdicted.

RCC—1868.

ART. 2639. Same as above.

(Same as Art. 2639 of Proposed Revision of 1869; same as Acts 1852, No. 119, §10, and Acts 1855, No. 38, §10 [RS §§707, 1488])

CC 1825. No corresponding article.
CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2640. The proceedings set forth in the foregoing articles shall be required in all cases of expropriation of property necessary for the general use.

RCC—2626, 2630 et seq.

ART. 2640. Same as above.

(Same as Art. 2640 of Proposed Revision of 1869)

CC 1825. No corresponding article.
CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2641. If, after the expropriation, any individual pretends that he had rights respecting the thing, either as owner or as creditor, he shall have recourse against the person who received the price.

RCC—2629, 2630.

ART. 2641. Same as above.

(Sujet, p. 318. Addition adopted; no comment)

Si, après l'expropriation, quelqu'individu prétend qu'il avait des droits sur la chose, soit comme propriétaire, soit comme créancier, il aura son recours contre celui qui a reçu le prix.

CC 1808. No corresponding article.
CN 1804. No corresponding article.
Chapter 12—Of the Assignment or Transfer of Credits and Other Incorporeal Rights

ART. 2642. In the transfer of credits, rights or claims to* a third person, the delivery takes place between the transferrer and the transferee by the giving of the title.


RCC 1870, Art. 2642. (Same as Art. 2642 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2612. (No reference in Projet)
In the transfer of debts, rights or claims to* a third person, the delivery takes place between the transferrer and the transferee by the giving of the title.

CC 1808, p. 368, Art. 121. -p. 369, Art. 121.
Same as above; but no punctuation after "person."

CN 1804, Art. 1689.
In the transfer of credits, rights or claims against a third person, the delivery takes place between the transferrer and the transferee by the giving of the title.

Projet du Gouvernement (1800), Book III, Title XI, Art. 110.
Same as above.

*Note error in English translation of French text; "to" should be "against."

ART. 2643. The transferee is only possessed, as it regards third persons, after notice has been given to the debtor of the transfer having taken place.

The transferee may nevertheless become possessed by the acceptance of the transfer by the debtor in an authentic act.


RCC 1870, Art. 2643.
Same as above.

CC 1825, Art. 2613. (No reference in Projet)
Le cessionnaire n'est saisi, à l'égard des tiers, que par la signification du transport fait (faite) au débiteur.
Néanmoins, le cessionnaire peut être également saisi par l'acceptation du transport, faite par le débiteur dans un acte authentique.

The transferee is only possessed as it regards to third persons, after notice; but comma (,) after "signification du transport", and after
Art. 2644. If, previous to notice having been given of the transfer to the debtor, either by the transferrer or by the transferee, the debtor should have made payment to the transferrer, the debtor is discharged of the debt.

RCC—2145, 2149, 2194, 2212, 2643.

Art. 2645. The sale or transfer of a credit includes every thing which is an accessory to the same; as suretyship, privileges and mortgages.


Art. 2645 (Same as Art. 2645 of Proposed Revision of 1869)

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Art. 2645

has been given to the debtor of the transfer having taken place.
Par. 2 same as par. 2, above.

CN 1804, Art. 1690.
Same as above.

Same as above; but no punctuation after “saisi”, after “tiers”, after “signification du transport”, after “Néanmoins”, after “l'acceptation du transport”, or after “le débiteur”; period (.) after “au débiteur.”

ART. 2644. If, previous to notice having been given of the transfer to the debtor, either by the transferrer or by the transferee, the debtor should have made payment to the transferrer, the debtor is discharged of the debt.

RCC—2145, 2149, 2194, 2212, 2643.

RCC 1870, Art. 2644.
Same as above.

CC 1825, Art. 2614. (No reference in Projet)
Si avant que le cédant ou le cessionnaire eût signifié le transport au débiteur, celui-ci avait payé le cédant, il serait valablement libéré.

CC 1808, p. 368, Art. 123.
If previous to notice having been given of the transfer to the debtor either by the transferrer or by the transferee, the debtor should have made payment to the transferrer, said debtor is discharged of the debt.

CN 1804, Art. 1691.
Same as above.

Same as above; but no punctuation after “que le cédant.”

CC 1825, Art. 2615. (No reference in Projet)
The sale or transfer of a debt includes every thing which is an accessory to the same as suretyship, privileges and mortgages.

CC 1808, p. 368, Art. 124.
Same as above.

CN 1804, Art. 1692.
Same as above; RCC 1870 preferred.
ART. 2646. He who sells a credit or an incorporeal right, warrants its existence at the time of the transfer though no warranty be mentioned in the deed.*

RCC—1390, 1391, 2475, 2501 et seq., 2557, 2642, 2647, 2648, 2650. *

RCC 1870, Art. 2646. (Same as Art. 2646 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2616. (No reference in Projet)

He who sells a debt or an incorporeal right, warrants its existence at the time of the transfer, though no warranty be mentioned in the deed.*


CC 1804, Art. 1693.

He who sells a credit or an incorporeal right, warrants its existence at the time of the transfer though it be made without warranty.

Same as above; but no punctuation after “créance.”

*Note error in English translation of French text; “no warranty be mentioned in the deed” should be “it be made without warranty.”

ART. 2647. The seller does not warrant the solvency of the debtor, unless he has agreed so to do.

RCC—1391, 1392, 2193, 2646, 2648, 2649, 2657.

RCC 1870, Art. 2647.

Same as above.

CC 1825, Art. 2617. (No reference in Projet)

Il ne répond de la solvabilité du débiteur, que lorsqu'il s'y est engagé.


CC 1804, Art. 1694.

The seller does not warrant the solvency of the debtor unless he has agreed so to do, and only up to the amount of the price that he has received for the credit.

Projet du Gouvernement (1800), Book III, Title XI, Art. 113.

Same as CC 1825, Art. 2617, above. 

ART. 2648. When the solvency of a debtor is warranted by contract, such warrant extends only to the actual solvency of the debtor, and not to his future solvency, unless the same be expressly submitted to by the transferrer.

RCC—1390, 2193, 2503, 2646, 2647, 3035 et seq.

RCC 1870, Art. 2648.

Same as above.
ART. 2650. When a man sells his right to a succession, without particularly specifying the objects of which it consists, he only warrants his right as an heir.

RCC—1002, 1319, 1404 et seq., 1887, 2454, 2513, 2594, 2646, 2651.
Art. 2651. In case he who sells his right to a succession has already received any of the fruits of any property belonging to the same, and* if any credit due to that succession has been paid to him, he shall be bound to repay the same to the purchaser, unless the same has been excepted by the contract.

RCC-498 et seq., 2456, 2461, 2489, 2490, 2650.

RCC 1870, Art. 2651. (Same as Art. 2651 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2621. (No reference in Projet)

In case he who sells his right to a succession has already received any of the fruits of any property belonging to the same, and* if any debt due to that succession has been paid to him, he shall be bound to repay the same to the purchaser, unless the same has been excepted by the contract.

CC 1808, p. 368, Art. 129.

In case he who sells his right to a succession has already received any of the fruits or any funds** belonging to the same, and* if any debt due to that succession has been paid to him, he shall be bound to repay the same to the purchaser unless the same has been excepted by the contract.

CN 1804, Art. 1697.

In case he who sells his right to a succession has already received any of the fruits of any property belonging to the same, or if any credit due to that succession has been paid to him, or if he has sold any of the succession property, he shall be bound to repay the same to the purchaser, unless the same has been excepted by the contract.

Projet du Gouvernement (1800), Book III, Title XI, Art. 116.

In case he who sells his right to a succession has already received any fruit of any property belonging to the same, or if any credit due to that succession has been paid to him, he shall be bound to repay the same to the purchaser, unless the same has been excepted by the contract.

*Note error in English translation of French text; “and” should be “or.”

**Note error in English translation of French text; “or any funds” should be “of any property.”

Art. 2652. He against whom a litigious right has been transferred, may get himself released by paying to the transferee the real price of the transfer, together with the interest from its date.

RCC-1938, 2447, 2506, 2653, 2654, 3556 (18).

RCC 1870, Art. 2652.

Same as above.
ART. 2653. A right is said to be litigious, whenever there exists a suit and contestation on the same.

RCC—2447, 2652, 3556(18).

ART. 2654. The provisions of article 2652 do not apply:

1. When the transfer has been made either to a coheir or to the coproprietor of the right.

2. When such right has been transferred to a creditor as a payment for a debt due to him.

3. When the transfer has been made to the possessor of the estate subject to the litigious right.

RCC—2652.
Art. 2655

3. When the transfer has been made to the possessor of the inheritance subject to the litigious right.

CC 1808, p. 368, Art. 132.
The provisions of the preceding article* do not apply,
1st, When the transfer has been made either to co-heirs or to the co-proprietor of the right;
Subds. 2, 3 same as subds. 2, 3, above; but "litigious" spelled "litigieux."

CN 1804, Art. 1701.
The provisions of article 1699 do not apply,
Subds. 1-3 same as subds. 1-3, above.

*Note error in English translation of French text; "preceding article" should be "article 130."

Chapter 13—OF THE GIVING IN PAYMENT

Art. 2655. The giving in payment is an act by which a debtor gives a thing to the creditor, who is willing to receive it, in payment of a sum which is due.

RCC—1513, 1525, 1526, 1536 et seq., 2131, 2656 et seq., 3062.

RCC 1870, Art. 2655.
Same as above.

CC 1825, Art. 2625. (Projet, p. 318. Addition adopted; no comment) La dation en payement, est un acte par lequel un débiteur donne une chose au créancier, qui veut bien la recevoir à la place et en payement d'une somme qui lui est due.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2656. That giving in payment differs from the ordinary contract of sale in this, that the latter is perfect by the mere consent of the parties, even before the delivery, while the giving in payment is made only by delivery.

RCC—1764, 1766, 1797, 1909, 2456, 2467, 2475, 2477 et seq., 2655, 2657 et seq.

RCC 1870, Art. 2656. (Same as Art. 2656 of Proposed Revision of 1869) Same as above.

CC 1825, Art. 2626. (Projet, p. 318. Addition adopted; no comment) La dation en payement diffère du contrat de vente ordinaire, en ce que, dans celui-ci, le contrat est parfait par le
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consent of the parties, even before the delivery, while the giving in payment is made only by delivery.

CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2657. From this distinction result consequences which are different in relation to the risk of the thing sold; which risk, in this species of contract, never falls upon the creditor, before delivery, unless he has delayed beyond a reasonable time* to obtain the thing.

RCC—1907, 1910, 1918, 2647 et seq., 2656.

RCC 1870, Art. 2657. (Same as Art. 2657 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2627. (Projet, p. 319. Addition † adopted; no comment)
From this distinction result consequences which are different in relation to the risk of the thing sold, which, in this species of contract, never falls upon the creditor, before delivery, unless he has delayed beyond a reasonable time* to obtain it.

CC 1808. No corresponding article.
CN 1804. No corresponding article.

*Note error in English translation of French text; “delayed beyond a reasonable time” should be “been put in default.”

ART. 2658. This difference gives rise to another in the effect of these contracts, in cases of the insolvency of the debtor. He may, although insolvent, lawfully sell for the price which is paid to him; but the law forbids to give in payment to one creditor, to the prejudice of the others, any other thing than the sum of money due.


RCC 1870, Art. 2658.
Same as above.

CC 1825, Art. 2628. (Projet, p. 319. Addition † adopted; no comment)
Same as above; but comma (,) after “him.”

CC 1808. No corresponding article.
CN 1804. No corresponding article.

ART. 2659. Except with these differences, the giving in payment is subjected to all the rules which govern the ordinary contract of sale.

RCC—1526, 2438 et seq., 2446.
TITLE VIII—OF EXCHANGE

ART. 2660. Exchange is a contract, by which the parties to the contract give to one another, one thing for another, whatever it be, except money; for in that case it would be a sale.

RCC—1382, 1761, 1764 et seq., 1768, 1771, 1774, 1778, 1779, 1907 et seq., 1968, 2439, 2456, 2461, 2464, 2661, 3485.

ART. 2661. An exchange takes place by the bare consent of the parties.

RCC—1766, 1797, 1803, 1819, 1907, 1909, 1910, 2439, 2456, 2462, 2660, 2667.