Title XI. Of Partnership (Art. 2801 - 2890)

Louisiana
Art. 2800

ART. 2800. The interest of the sums lent and the arrears of constituted and life annuity can not bear interest but from the day a judicial demand of the same has been made by the creditor and when interest is due for at least one whole year.


RCC 1870, Art. 2800.
Same as above.

CC 1825, Art. 2771. (Projet, p. 329. Transposition adopted; comment by redactors, p. 328)
Same as above; but comma (,) after "lent", after "annuity", and after "creditor."

Same as above; but comma (,) after "prêtes", and after "constituées."

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XV, Art. 43.
Same as CC 1808, p. 408, Art. 40, above. Same as CC 1808, p. 409, Art. 40, above; but "des rentes" spelled "de rentes"; no punctuation after "judiciaire."

TITLE XI—OF PARTNERSHIP*

*See general comment by redactors, Projet, p. 329.

Chapter 1—General Provisions

Art. 2801. Partnership is a synallagmatic and commutative contract made between two or more persons for the mutual participation in the profits which may accrue from property, credit, skill or industry, furnished in determined proportions* by the parties.

RCC—474, 1761, 1765, 1766, 1768, 1770, 1774, 1778, 1779, 1901, 2399, 2402 et seq., 2802 et seq., 2809 et seq., 2829 et seq., 2845 et seq., 2852 et seq., 2865, 2871, 2872. RS—2668, 2669.

RCC 1870, Art. 2801.
Same as above.

CC 1825, Art. 2772. (Projet, p. 329. Substitution adopted; no comment)
Same as above.

La société est un contrat synallagmatique et commutatif, par lequel deux ou plusieurs personnes mettent en commun* leurs biens, leur crédit, leurs talents ou leur industrie, pour partager entre elles les bénéfices qui peuvent en résulter.

1530
The contract of partnership is that by which two or more persons agree to put something in common, with a view to divide the benefit which they expect from the same.

It is both synallagmatic (synallagmatic) and commutative.

Partnership is a contract by which two or more persons agree to put something in common, with a view to divide the benefit which may result therefrom.

This contract may be entered into by all parties capable of contracting, as it is required in the title of contracts and conventional obligations in general; nevertheless minors being considered as of age for what relates to the trade they are engaged in, may enter into a partnership respecting said trade and are not allowed restitution in that respect under the plea of minority.

La société est un contrat par lequel deux ou plusieurs personnes conviennent de mettre quelque chose en commun dans la vue de partager le bénéfice qui pourra en résulter.

This contract may be entered into by all persons capable of contracting, as it is explained in the title of Contracts.

Nevertheless minors being considered as of age for what relates to the trade they are engaged in, may enter into a partnership respecting said trade, and are not allowed restitution in that respect under the plea of minority.

*Note error in English translation of French text; "furnished in determined proportions" should be "placed in common."

ART. 2802. It may be made by all persons capable of contracting.

RCC—1782 et seq., 2801.

RCC 1870, Art. 2802. Same as above.

CC 1825, Art. 2773. (Projet, p. 329. Substitution adopted; no comment) Tous ceux qui sont capables de contracter, peuvent former une société.

CC 1808, p. 388, Art. 4. Ce contrat peut se former entre tous ceux qui sont capables de contracter, ainsi qu’il est expliqué au titre des contrats et des obligations conventionnelles en général.

Nevertheless minors being considered as of age for what relates to the trade they are engaged in, may enter into a partnership relative to said trade, and are not allowed restitution in that respect under the plea of minority.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 4. Ce contrat peut se former entre tous ceux qui sont capables de contracter, ainsi qu’il est expliqué au titre des conventions.

Nevertheless minors being considered as of age for what relates to the trade they are engaged in, may enter into a partnership relative to said trade, and are not allowed restitution in that respect under the plea of minority.
Art. 2803

ART. 2803. It is regulated by the rules laid down in the title: Of Conventional Obligations, in all things not differently provided for by this title.

RCC—1761, 2438, 2441, 2457, 2516, 2547, 2668, 2992, 3075.

RCC 1870, Art. 2803.

Same as above.

CC 1825, Art. 2774.

Same as above; but no punctuation after “the title.”

CC 1808, p. 388, Art. 5.

A partnership may be contracted either verbally or in writing, and the proof of it is made as it is regulated under the title of contracts or conventional obligations in general.

CN 1804, Art. 1834.

All partnerships must be drawn up in writing, when their object is of a value of more than one hundred and fifty francs.

Testimonial proof is not admitted against and beyond what is contained in the act of partnership, nor on what might be alleged to have been said before, at the time of or subsequent to this act, although it be a matter of a sum or value of less than one hundred and fifty francs.

Art. 2804. All partnerships are null and void which are formed for any purpose forbidden by law or good morals. But all the partners in such a partnership are liable in solido to third persons who may contract with them without a knowledge of the illegal or immoral object of the partnership.

RCC—1764, 1779, 1892, 1895, 2031, 2091, 2093, 2107. Acts 1918, No. 64 (as am. by 1926, No. 303).

RCC 1870, Art. 2804.

Same as above.

CC 1825, Art. 2775.

Same as above; but comma (,) after “void”, and after “persons.”

CC 1808, p. 388, Art. 3, par. 1 & subd. 4.

It is of the essence of said contract; 4thly. That the object of the partnership be lawful and that the benefit which is expected from the same, be not unreasonable or dishonest.

-p. 389, Art. 3, par. 1 & subd. 4.

Il est de son essence:

4. Que l’objet de la société soit licite, et que le profit qui en est espéré, soit* honnête.
Every partnership must have a lawful object and be contracted for the common interest of the parties.

Toute société doit avoir un objet licite, et être contractée pour l'intérêt commun des parties.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 3, par. 1 and subd. 4.

Par. 1 same as CC 1808, p. 388, Art. 3, par. 1, above.

4. That the object of the partnership be lawful and that the benefit which is expected from the same be not dishonest.

"Unreasonable or" has no counterpart in French text.

ART. 2805. Partnerships must be created by the consent of the parties.

RCC—1766, 1780, 1797, 1803, 2456, 2661, 2801.

RCC 1870, Art. 2805. (Same as Art. 2805 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2776. (Projet, p. 329. Amendment adopted; no comment)

Partnerships must be created by consent of the parties.

CC 1808, p. 388, Art. 2, par. 2.

Il se forme par le seul consentement;

La société se contracte par le seul consentement.

ART. 2806. A community of property does not of itself create a partnership, however that property may be acquired, whether by purchase, donation, accession, inheritance or prescription.

RCC—1135, 1298, 2807, 2332, 2399 et seq., 2418.

RCC 1870, Art. 2806. Same as above.

CC 1825, Art. 2777. (Projet, p. 330. Addition adopted; no comment)

La co-propriété ne crée pas par elle-même une société, de quelque manière que le bien commun soit acquis, soit par achat, donation, accession, héritage ou prescription.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2807. The community of property, created by marriage is not a partnership; it is the effect of a contract governed by rules prescribed for that purpose in this Code.

RCC—1135, 2332, 2399 et seq., 2806.

RCC 1870, Art. 2807. Same as above.
Art. 2808

Property, when brought into partnership, or acquired by it, and the profits, when they are kept undivided for the benefit of the partnership, are called partnership stock.

RCC—2815, 2829, 2831.

RCC 1870, Art. 2809.

Same as above.

Art. 2809. Property, credit, skill and industry being the sources from which the profits of a partnership may be drawn, each of the partners may furnish either or all of these, in such proportions as they may mutually agree.

RCC—1885, 2801, 2810, 2811, 2831, 2841, 2846, 2856, 2858, 2859.

RCC 1870, Art. 2809.

Same as above.

Art. 2808, p. 388, Art. 3, par. 1 & subd. 1. It is of the essence of said contracts; 1st. That every partner should bring or bind himself to bring into the partnership something which is susceptible of being valued, whether it be money or any other kind of goods, or his industry;  

CN 1804, Art. 1833, par. 2. Each partner must bring to it either money or other property or his industry.

Chaque associé doit y apporter ou de l’argent, ou d’autres biens, ou son industrie.

1534
ART. 2810. By credit, in the foregoing article, is meant, not only a reputation for responsibility as to pecuniary concerns, but also any quality or other circumstance that may acquire the good will of others, and contribute to the prosperity of the partnership.

RCC—2809.

RCC 1870, Art. 2810.
Same as above.

CC 1825, Art. 2781.
(Projet, p. 330. Addition adopted; no comment)

On entend par le mot crédit, dont il est fait usage dans l'article précédent, non seulement la réputation que quelqu'un peut avoir en raison de sa solvabilité et de ses moyens pécuniaires, mais encore les qualités ou les autres circonstances qui peuvent lui acquérir la confiance des autres, et contribuer à la prospérité de la société.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2811. It is of the essence of this contract that a profit is contemplated, and that each of the parties is to partake therein; the proportion they are respectively to receive is regulated by the stipulation of the parties, where they make any; where none are made for this purpose, the proportion is regulated by law.

RCC—1764, 1777, 2801, 2809, 2812 et seq., 2841, 2865.

RCC 1870, Art. 2811.
Same as above.

CC 1825, Art. 2782.
(Projet, p. 330. Amendment adopted; no comment)

Il est de l'essence de ce contrat, qu'il ait pour objet l'espérance d'un gain qui doit être partagé entre les associés. La part que chacun d'eux doit en recevoir, est réglée par leurs conventions, lorsqu'ils s'en sont expliqués: mais quand ils n'ont fait aucune convention à cet égard, leur part est réglée par la loi.

-p. 389, Art. 3, par. 1 & subds. 2, 3.

CC 1808, p. 388, Art. 3, par. 1 & subds. 2, 3.

Il est de son essence:
2. Que la société soit contractée pour l'intérêt commun des parties;
3. Qu'elles se proposent de faire un gain auquel chacune puisse espérer d'avoir sa part, en raison de ce qu'elle apporte dans la société;

CN 1804. No corresponding article.
Art. 2812

It is not necessary, under the last article, that the contract of partnership should provide for the actual partition of the profits. A stipulation that the profits shall be converted into stock for the benefit of all the parties in determined proportions, is valid.

RCC—2811, 2813, 2814.

RCC 1870, Art. 2812. (Same as Art. 2812 of Proposed Revision of 1869)

CC 1825, Art. 2783. (Projet, p. 330. Addition adopted; no comment)

It is not necessary under the last article, that the contract of partnership should provide for the actual partition of the profits. A stipulation that the profits should be converted into stock for the benefit of all the parties in determined proportions, is valid.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2813. A participation in the profits of a partnership carries with it a liability to contribute between the parties to the expenses and losses. But the proportion, like that of the profits, may be regulated by the stipulation of the parties, and, where they make none, is provided for by law.

RCC—2086, 2801, 2811, 2814, 2865, 2872.

RCC 1870, Art. 2813.

Same as above.

CC 1825, Art. 2784. (Projet, p. 330. Addition adopted; no comment)

Same as above; but no punctuation after “parties, and.”

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2814. A stipulation that one of the contracting parties shall participate in the profits of a partnership, but shall not contribute to losses, is void, both as it regards the partners and third
persons. But in the case of a partnership in *commendam*, hereinafter provided for, the liability to loss may be limited to the amount of stock* furnished.

RCC—11, 2031, 2801, 2811 *et seq.*, 2828, 2839 *et seq.*, 2865, 2872.

RCC 1870, Art. 2814.
Same as above.

CC 1825, Art. 2785. (Projet, p. 330. Substitution adopted; no comment)
Same as above.

CC 1808, p. 394, Art. 33.
The agreement which gives to one of the partners the totality of the profits is null.
It is the same with a stipulation which would free from every share in the losses, the sums or effects put into the partnership by one or more of the partners. (Suppressed on recommendation of redactors; see comment, Projet, p. 330)

CC 1804, Art. 1855.
Same as above.

CN 1804, Art. 1855.
Same as above.

*Note error in English translation of French text; “stock” should be “capital.”

**ART. 2815.** The foregoing article does not prevent the partners, or any one of them, from making a donation of their or his profits arising from the partnership stock, to another, or even from selling the same for a valuable consideration*; but the donee or vendee is not on that account considered as a partner.

RCC—1772, 1824, 2808, 2829, 2871.

RCC 1870, Art. 2815.
Same as above.

CC 1825, Art. 2786. (Projet, p. 330. Addition † adopted; no comment)
Same as above; but comma (,) after “profits.”
**Art. 2816.** A partnership can not be executor, curator or tutor, and can not exercise any other private office.

RCC—1122, 2817 et seq.

**RCC 1870, Art. 2816.**

Same as above.

**CC 1825, Art. 2787.**

(Projet, p. 331. Addition adopted; no comment)

Une société ne peut être nommée exécuteur testamentaire, tuteur ou curatrice, et ne peut exercer aucune autre charge privée.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

**Art. 2817.** By private office, in this Code, is meant such trust as relates solely to the interest or affairs of one or more designated individuals, but which can not be executed without the assent of the magistrate.

RCC—2618, 2816, 2818.

**RCC 1870, Art. 2817.**

(Same as Art. 2817 of Proposed Revision of 1869)

Same as above.

**CC 1825, Art. 2788.**

(Projet, p. 331. Addition adopted; no comment)

On entend par ces mots “charge privée,” dont il est fait usage dans ce Code, des fonctions qui sont uniquement relatives aux intérêts ou aux affaires d’un ou de plusieurs individus désignés, mais qui ne peuvent être exercées sans l’autorité du magistrat.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

**Art. 2818.** The nomination of a partnership to any private office is not of itself void; where it is a trust susceptible of being exercised by more than one person, it shall be considered as a nomination of all the members of the partnership, individually, who belonged to it at the time of such nomination; where the trust can, by law, only be exercised by one person, the first named partner shall be deemed to have been the person intended.

RCC—2817, 2819, 2820.

**RCC 1870, Art. 2818.**

Same as above.
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CC 1825, Art. 2789. (Projet, p. 331. Addition adopted; no comment)
Same as above.

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

ART. 2819. A partnership may be appointed attorney or agent for the performance of any act or duty, which comes within the object for which the partnership is formed; and the responsibility of such trust or agency attaches to all the members; and they are also entitled to all the advantages resulting therefrom, although one of them may execute the trust in the name of the partnership, unless it be differently provided in the appointment.

RCC—2818, 2820, 2985 et seq.

RCC 1870, Art. 2819.
Same as above.

CC 1825, Art. 2790. (Projet, p. 331. Addition adopted; no comment)
Same as above; but comma (,) after "formed", and after "members"; semicolon (;) after "therefrom."

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

ART. 2820. Where a partnership is appointed to perform a trust or agency, foreign to the object for which the partnership was formed, the appointment is not void; it may be performed in the name of the partnership if all the partners assent, and then the like responsibilities and advantages attach to the parties as are set forth in the last preceding article; if the assent of all the parties be not given, the trust or agency can not be performed under the power.

RCC—2818, 2819, 2821, 2985 et seq.

RCC 1870, Art. 2820.
Same as above.
Art. 2821

If the trust or agency is executed by writing, whether required by law to be so done or not, the assent required by the last article must also be in writing.

RCC—2820.

RCC 1870, Art. 2821.

Same as above.

Art. 2822. In an ordinary partnership, if a partner having no authority to make purchases for the joint account, shall make any purchase in the name of the partnership or in his own name with the partnership funds, the other partners may elect whether they will take such purchase on the joint account or not.

RCC—2844, 2870, 2872, 2874, 2875.

RCC 1870, Art. 2822.

Same as above.

Art. 2823.

Same as above; but comma (,) after "of the partnership."

CC 1808. No corresponding article.

CN 1804. No corresponding article.
ART. 2823. The partnership property is liable to the creditors of the partnership, in preference to those of the individual partner; but the share of any partner may, in due course of law,* be seized and sold to satisfy his individual creditors, subject to the debts of the partnership**; but such seizure, if legal, operates as a dissolution of the partnership.

RCC—2873 et seq., 3185.

RCC 1870, Art. 2823.
Same as above.

CC 1825, Art. 2794.
Same as above.

(Projet, p. 331. Addition adopted; no comment)

Les biens de la société sont affectés au payement des dettes de la société, par préférence aux dettes particulières des associés. Mais la part de chacun des associés peut* être saisie et vendue par ses créanciers particuliers, sauf le privilège des créanciers de la société sur ces biens**; mais une semblable saisie, si elle est légale, sera considérée comme opérant la dissolution de la société.

*"In due course of law" has no counterpart in French text.

**Note error in English translation of French text; "depts of the partnership" should be "privilege of the creditors of the partnership on this property."

Chapter 2—Rules Relating to the Different Kinds of Partnerships

Section 1—Of the Division of Partnerships

ART. 2824. Partnerships are divided, as to their object, into commercial partnerships and ordinary partnerships.

RCC—2825 et seq.

RCC 1870, Art. 2824.
Same as above.

CC 1825, Art. 2795.
Same as above; but no punctuation after "object."

(Projet, p. 332. Addition adopted; no comment)

Les sociétés sont divisées, quant à leur objet, en sociétés de commerce, et en sociétés ordinaires.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2825. Commercial partnerships are such as are formed:
1. For the purchase of any personal property and the sale thereof, either in the same state or changed by manufacture.
2. For buying or selling any personal property whatever, as factors or brokers.
Art. 2826

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3. For carrying personal property or passengers for hire, in ships, vessels or in any other vehicle of transportation. (As amended by Acts 1932, No. 150)

RCC—2823, 2824, 2826 et seq., 2835, 2852, 2872.

RCC 1870, Art. 2825.

Par. 1 and subs. 1, 2 same as par. 1 and subs. 1, 2, above; but comma (,) after "of any personal property."

3. For carrying personal property for hire, in ships or other vessels.

CC 1825, Art. 2796. (Projet, p. 332. Substitution adopted; no comment)

Same as above; but semicolon (;) after "manufacture", and after "brokers."

Les sociétés de commerce sont celles qui sont formées:
1. Pour l'achat d'aucuns biens-meubles et leur vente, soit dans le même état, soit qu'ils aient été changées dans une autre forme;
2. Pour l'achat et la vente d'aucuns biens-meubles en qualité de facteurs ou d'agents;
3. Pour le transport des biens-meubles, moyennant un louage, sur des navires ou autres embarcations.


There are three kinds of commercial partnerships established by ancient laws and usages of this territory, to wit:
Ordinary partnership;
Corporate partnership;
Special partnership.

Les sociétés ordinaires sont toutes celles qui ne sont pas commerciales; elles sont divisées en sociétés universelles, et en sociétés particulières.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 13.

There are three kinds of commercial partnerships:
Pars. 2-4 same as CC 1808, p. 390, Art. 14, pars. 2-4, above.

ART. 2826. Ordinary partnerships are all such as are not commercial; they are divided into universal and particular partnerships.

RCC—2825, 2829, 2835, 2872.

RCC 1870, Art. 2826. (Same as Art. 2826 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2797. (Projet, p. 332. Substitution adopted; no comment)

Ordinary partnerships are all such as are not commercial; they are divided in universal and particular partnerships.

Les sociétés ordinaires sont toutes celles qui ne sont pas commerciales. Elles sont divisées en sociétés universelles, et en sociétés particulières.

CC 1808, p. 388, Art. 6.

Partnerships are either universal or particular.

-p. 390, Art. 15.

Ordinary partnership is that which is entered into by two or more persons respecting a commerce whatever, to carry on the said commerce in common in the name of all the partners.


Les sociétés sont universelles ou particulières.

-p. 391, Art. 15.

La société en nom collectif, est celle que contractent deux ou plusieurs personnes, relativement à un commerce quelconque, pour le faire en commun, au nom de tous les associés.
ART. 2827. Commercial partnerships are divided into two kinds, general and special.

RCC—2825, 2828, 2832, 2852.

RCC 1870, Art. 2827. (Same as Art. 2827 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2798. (Projet, p. 332. Addition † adopted; no comment)

Commercial partnerships are divided into two kinds, general and special; they form the subject of a title in the Commercial Code; but the articles of this title govern them in all points in which there is no repugnance between the articles of this title and those contained in the Commercial Code. Where such repugnance exists, the latter must, as to commercial partnership, prevail.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2828. There is also a species of partnership, which may be incorporated with either of the other kinds, called partnership in commendam.

RCC—2814, 2824 et seq., 2829, 2839 et seq.

RCC 1870, Art. 2828.

Same as above.

CC 1825, Art. 2799. (Projet, p. 332. Addition adopted; no comment)

Il y a aussi une sorte de société, qu'on appelle en commandite, qui peut faire partie de l'une ou de l'autre de ces espèces de sociétés.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Section 2—OF UNIVERSAL PARTNERSHIPS

ART. 2829. Universal partnership is a contract by which the parties agree to make a common stock of all the property they respectively possess; they may extend it to all property real or personal, or restrict it to personal only; they may, as in other partnerships, agree that the property itself shall be common stock or that the fruits only shall be such; but property which may accrue to one of the parties, after entering into the partnership, by donation, succession or legacy.
Art. 2829

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does not become common stock, and any stipulation to that effect, previous to the obtaining the property aforesaid, is void.

RCC—2801, 2808, 2815, 2826, 2828, 2830 et seq.

RCC 1870, Art. 2829.
Same as above.

CC 1825, Art. 2800. (Projet, p. 332. Substitution adopted; no comma after "be common stock"); and after "succession."

La société universelle est un contrat par lequel les parties conviennent de mettre en commun tous leurs biens meubles et immeubles, ou la restreindre à leurs biens meubles seulement. Elles peuvent convenir, comme dans les autres sociétés, qu’leurs biens y entreront, quant à leur propriété, ou quant à leurs fruits seulement. Mais les biens qui peuvent revenir à l’un des associés, par donation, succession ou legs, depuis que la société a été contractée, ne seront pas considérés comme propriété commune, et toute stipulation tendant à produire cet effet, avant l’acquisition des biens advenus, ainsi qu’il est dit ci-dessus, est nulle.

CC 1808, p. 388, Art. 7.

Universal partnerships are of two kinds; the partnership of all present goods and estate and the universal partnership of profits.

-p. 388, Art. 8.

The partnership of all present goods and estate is that by which the parties put in common, all the estate both movable and immovable which they now possess and the profits which they may make from the same.

They may likewise include in it every other species of profits: but the estate which may afterwards devolve upon them by succession, donation or legacies, does not enter into this partnership but for the enjoyment only.—Every stipulation the end of which is to include the property of such species of effects into the contract of partnership, is prohibited.

CN 1804, Art. 1836.

Same as CC 1808, p. 388, Art. 7, above.

-Art. 1837.

Par. 1 same as CC 1808, p. 388, Art. 8, par. 1, above.

They may likewise include in it every other species of profits: but the estate

On distingue deux sortes de sociétés universelles, la société de tous biens présents, et la société universelle de gains.

La société de tous biens présents est celle par laquelle les parties mettent en commun tous les biens meubles et immeubles qu’elles possèdent actuellement, et les profits qu’elles pourront en tirer.

Elles peuvent aussi y comprendre toute autre espèce de gains; mais les
which may afterwards devolve upon them by succession, donation or legacies, does not enter into this partnership but for the enjoyment only. Every stipulation the end of which is to include the ownership of such species of effects into the contract of partnership, is prohibited, except between spouses, and in conformity with that which is set out in regard to them.

*Note error in English translation of French text; "property" should be "ownership."

ART. 2830. A universal partnership of profits includes all the gains that may be made from whatever source, whether from property* or industry, with the restriction contained in the last article, and subject to all legal stipulations to be made by the parties.

RCC—2801, 2809, 2831, 2859, 2865.

RCC 1870, Art. 2830. (Same as Art. 2830 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2801. (Projet, p. 333. Substitution adopted; no comment)

An universal partnership of profits includes all the gains that may be made from whatever source, whether from property* or industry, with the restriction contained in the last article, and subject to all legal stipulations to be made by the parties.

CC 1808, p. 390, Art. 9.

The universal partnership of profits includes every thing which the parties may acquire by their industry, under whatever title it may be, as long as the partnership lasts. The moveable estate which every one of the partners possessed at the time of the contract is included in it, in full property, and the immovable for the enjoyment only.

CN 1804, Art. 1838.

The universal partnership of profits includes everything the parties may acquire by their industry, under whatever title it may be, as long as the partnership lasts. The movable estate which every one of the partners possessed at the time of the contract is also included; but their individual immovable property is included for the enjoyment only.

*Note error in English translation of French text; "from property" should be "by purchase."

ART. 2831. If nothing more is agreed between the parties, than that there shall be a universal partnership, it shall extend only to the profits of the property each shall possess, and of their credit and industry.

RCC—2801, 2808, 2809, 2830, 2859, 2863.

*Note error in English translation of French text; "property" should be "ownership."
ART. 2832. If commercial business be carried on under a universal partnership, it must, as to that business, be governed by the rules prescribed for other commercial partnerships.

RCC—2825, 2827, 2852.

ART. 2833. Universal partnership shall only be contracted between persons, who are not respectively incapacitated by law from conveying to or receiving from each other, to the injury of others.

RCC—1470 et seq., 1491, 1493 et seq., 1782 et seq.
ART. 2834. Universal partnership can not be created without writing signed by the parties, and registered in the manner hereafter prescribed.

RCC-1797, 2275, 2277, 2836, 2837, 2845 et seq., 2878.

RCC 1870, Art. 2834.
Same as above.

CC 1825, Art. 2805.
Same as above.

(Projet, p. 333. Addition ‡ adopted; no comment)
Une société universelle ne peut être contractée sans un écrit signé des parties et enregistré de la manière qui est ci-après prescrite.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Section 3—OF PARTICULAR PARTNERSHIP

ART. 2835. Particular partnerships are such as are formed for any business not of a commercial nature.

RCC—2801, 2825, 2826.

RCC 1870, Art. 2835.
Same as above.

CC 1825, Art. 2806.
Same as above.

(Projet, p. 333. Substitution adopted; no comment)
Les sociétés particulières sont celles qui sont formées pour quelqu'affleure qui n'est pas d'une nature commerciale.

CC 1808, p. 390, Art. 12.
The particular partnership is that which relates to certain specified things, to their use or to the benefit to be derived from the same.

The contract by which several persons associate together either for a specified undertaking or for the exercise of some trade or profession is likewise a particular partnership.

CN 1804, Art. 1841.
Same as CC 1808, p. 390, Art. 12, above.

-Art. 1842.
Same as CC 1808, p. 390, Art. 13, above.

ART. 2836. If any part of the stock of this partnership consist of real estate, it must be in writing, and made according to the rules prescribed for the conveyance of real estate, and recorded as is hereafter prescribed with respect to partnership in commendam.

RCC—1797, 2834, 2837, 2839 et seq., 2845 et seq.
Art. 2837

The business of this partnership must be conducted in the name of all the persons concerned, unless a firm* is adopted by the articles of partnership reduced to writing, and recorded in the manner directed by the last article.

RCC—2834, 2836, 2838, 2845 et seq., 2849. Acts 1918, No. 64 (as am. by 1926, No. 303).

RCC 1870, Art. 2837.

Same as above.

CC 1825, Art. 2808.

Same as above.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*"Firm" is used in the sense of "firm name."

Art. 2838. If the articles be recorded, the parties may themselves adopt a firm which shall be composed of the name of one or more of the partners, but no other name than that of the concerned shall enter in such firm.

RCC—2837, 2849. Acts 1888, No. 119; 1918, No. 64 (as am. by 1926, No. 303). RS—2668 et seq.

RCC 1870, Art. 2838.

Same as above.

CC 1825, Art. 2809.

Same as above.

CC 1808. No corresponding article.

CN 1804. No corresponding article.
Section 4—Of Partnership in Commendam

Art. 2839. Partnership in commendam is formed by a contract, by which one person or partnership agrees to furnish another person or partnership a certain amount, either in property or money, to be employed by the person or partnership to whom it is furnished, in his or their own name or firm, on condition of receiving a share in the profits, in the proportion determined by the contract, and of being liable to losses and expenses to the amount furnished and no more.

RCC—2801, 2814, 2828, 2840 et seq.

RCC 1870, Art. 2839.
Same as above.

CC 1825, Art. 2810.
Same as above; but comma (,) after "amount furnished."

CC 1808, p. 390, Art. 17.
Corporate partnership is that which one of the contracting parties carries on alone and in his own name, the commerce for which the other contributes only a certain sum which belongs to the partnership under the condition of a certain share in the benefits or losses, without however his being liable to be answerable for losses beyond the amount brought by him into the partnership.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 16.
La société en commandite est celle dans laquelle l'un des contractans fait seul, en son nom le commerce, auquel l'autre contribue seulement d'une certaine somme pour le compte de la société, sous la condition d'une certaine part aux profits et aux pertes, sans néanmoins qu'il puisse être tenu des pertes au-delà du fonds par lui apporté dans la société.

Art. 2840. He who makes this contract, is called, with respect to those to whom he makes the advance of capital, a partner in commendam. Every species of partnership may receive such partners.
Art. 2841

It is therefore a modification, of which the several kinds of partnerships are susceptible, rather than a separate division of partnerships.

RCC—2814, 2828, 2839.

RCC 1870, Art. 2840.
Same as above.

CC 1825, Art. 2811.
Same as above.

(Projet, p. 334. Addition adopted; no comment)

Celui qui fait ce contrat, est appelé, à l'égard de ceux à qui il avance un capital, l'associé en commandite. Toute espèce de société peut recevoir de semblables associés. C'est en conséquence plutôt une modification dont les différentes espèces de sociétés sont susceptibles, qu'une sorte de société distincte et séparée.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2841. The proportion of profits to be received by the partner in commendam, may be regulated by the covenant of the parties, as may also, with respect to each other, the proportion of losses and expenses to be borne by each of the partners; but, as respects third persons, the whole sum furnished, or agreed to be furnished by such partner, is liable for the debts of the partnership.

RCC—2809, 2811, 2814, 2839, 2842, 2850.

RCC 1870, Art. 2841.
Same as above.

CC 1825, Art. 2812.
Same as above.

(Projet, p. 334. Addition amended in English text and adopted; no comment)

La part que l'associé en commandite doit recevoir, peut être réglée par la convention des parties, comme elle peut l'être entre les associés relativement à la portion que chacun d'eux doit supporter dans les pertes et les dépenses. Mais à l'égard des tiers, la totalité du capital que l'associé a fourni, ou qu'il s'est obligé à fournir, est affectée au payement des dettes de la société.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Art. 2842. In no case, except as is hereinafter expressly provided, shall the partner who has no other interest in the concern than that of partner in commendam, be liable to pay any sum beyond that which he has agreed to furnish by his contract. If it has been paid and lost in the business of the partnership, he is exonerated from any other payment. If only part be unpaid, he is liable for that amount and no more, to the creditors of the partnership.

RCC—2814, 2841, 2843.

RCC 1870, Art. 2842.
Same as above.

(Same as Art. 2842 of Proposed Revision of 1869)
ART. 2844. The partner in commendum cannot bind the other
partner by any act of his; he is not considered as a partner, further
than is specially provided in this section.

RCC—2822, 2849, 2867, 2870.

RCC 1870, Art. 2844. (Same as Art. 2844 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2815. (Projet, p. 335. Addition † adopted; no comment)

The partner in commendum cannot bind the other partners by any act of
his; he is not considered as a partner, further than is specially provided in
this section.

CC 1808. No corresponding article.

CN 1804. No corresponding article.
ART. 2845. Partnership in commendam must be made in writing, and must be recorded in the manner hereinafter directed, or otherwise the partner in commendam will be considered as a common partner in the concern, and will be subject to all the responsibilities towards third persons that would attach to any of the other partners, in the business for which he made his advance.

RCC—1797, 2834, 2836, 2837, 2846 et seq., 2865, 2872 et seq.

RCC 1870, Art. 2845.
Same as above.

CC 1825, Art. 2816. (Projet, p. 335. Addition † adopted; no comment)
La société en commandite doit être faite par un acte, enregistré de la manière ci-après prescrite, ou autrement l'associé en commandite sera considéré comme un associé ordinaire, et sera sujet envers les tiers à toute la responsabilité à laquelle les autres associés seront tenus à l'égard de l'affaire pour laquelle il a avancé des fonds.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2846. The contract must express the amount furnished, or agreed to be furnished, by the partner in commendam, the proportion of profits he is to receive and of the expenses and losses he is to bear. It must state whether it has been received, and whether in goods, money, or how otherwise; and if not received, it must contain a stipulation to pay or deliver it. It must be signed by the parties in the presence of one or more witnesses, and shall be recorded in full by the officer authorized to record mortgages in the place where the principal business of the partnership is carried on. If it be a commercial partnership, and consists of several houses or establishments, in different parts of the State, such recording shall be made in each of such places.

RCC—2809, 2839, 2845, 2847, 2848.

RCC 1870, Art. 2846.
Same as above.

CC 1825, Art. 2817. (Projet, p. 335. Addition † adopted; no comment)
Le contrat doit faire mention de la somme que l'associé en commandite a fournie, ou promis de fournir, et de la part qu'il doit avoir dans les bénéfices, et supporter dans les pertes et dépenses.
Si la somme a été reçue, l'acte doit exprimer si c'est en marchandises, argent, ou autrement qu'elle l'a été; et si elle n'a pas été reçue, cet acte doit contenir une promesse de payer ou délivrer cette somme. L'acte doit être signé par les parties en présence d'un témoin ou plus, et enregistré en son entier par l'officier qui est autorisé à enregistrer les hypothèques dans le lieu où se font les principales affaires de la société.
ART. 2847. The record mentioned in the preceding article shall be made in six days from the time of the execution of the contract, in the place where the principal establishment is situated, and if there are more than one, then allowing one day for every two leagues distance between such principal establishment* and the others.

RCC—2846.

RCC 1870, Art. 2847.
Same as above.

CC 1825, Art. 2818. (Projet, p. 335. Addition amended and adopted; no comment)
Same as above.

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

*Note error in English translation of French text; “such principal establishment” should be “the place where such principal establishment is.”

ART. 2848. The officer authorized to record mortgages, shall keep a separate book for the purpose of recording acts of partnership, which shall be, at all office hours, open for the inspections of any person who may choose to consult the same, and shall receive the same fees to which he is entitled for the recording of mortgages and for certificates and copies. When the act is under private signature, the record shall be only made on the acknowledgment of the act, before a recorder, a notary, or the person authorized to make the record, or by a proof of the execution made in the same manner by one of the subscribing witnesses.*

RCC—2264, 2267, 2846, 3388, 3396.

RCC 1870, Art. 2848. (Same as Art. 2848 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2819. (Projet, p. 335. Addition adopted; no comment)
The officer, authorized to record mortgages, shall keep a separate book for the purpose of recording acts of partnership, which shall be, at all office hours, open for the inspection of any person who may choose to consult the same, and shall receive the same fees to which

L'officier autorisé à enregistrer les hypothèques, tiendra un livre séparé pour l'enregistrement des actes de société, lequel sera ouvert, à toutes les heures du bureau, à l'inspection de toute personne qui voudra l'examiner; et cet officier recevra les mêmes droits.
Art. 2849

The business of the partnership, to which the partner in commendam has contributed his advance, must not be carried on in the name of such partner, or in his name jointly with others, or by him or by his agency as agent, or attorney for the other partners, but by those to whom he has made the advance, and in their name or firm; and if the advance in commendam has been made to one person only, such person must carry on the business in his sole name, and must not make the addition "and company," or adopt any firm that may cause it to be understood that he has any partners.

And if the partner in commendam shall take any part in the business of the partnership, or permit his name to be used in the firm, or knowingly permit any single person to whom he has made the advance, to add any words to his name or firm, that may imply that he has other partners besides the partner in commendam, when in fact he has none, such partner in commendam shall be liable to all the responsibilities of a general partner in the business for which he has made the advance.

RCC—2837, 2838, 2844, 2850.

RCC 1870, Art. 2849. (Same as Art. 2849 of Proposed Revision of 1869)

CC 1825, Art. 2820. (Projet, p. 335. Addition amended in French text and adopted; comment by redactors)
be understood that he has any partners. And if the partner in "et compagnie," or adopter aucune signature sociale d'où l'on pourrait induire qu'il a quelqu'associé. Si l'associé en commandite prend quelque part dans les affaires de la société, ou souffre que son nom soit employé dans la signature sociale, ou permet sciemment à la personne seule, à laquelle il a avancé des fonds, d'ajouter quelques mots à son nom ou à sa signature, de manière à faire entendre qu'elle a d'autres associés que lui, tandis que dans le fait elle n'en a aucun, il sera tenu de toute la responsabilité d'un associé en général, dans l'affaire pour laquelle il a avancé des fonds.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

**Art. 2850.** If the person to whom the partner *in commendam* has made the advance, shall, without his consent, use his name in the firm, or if, not having any other partner, he shall adopt or use any such addition as is expressed in the last preceding article, the partner *in commendam* may immediately withdraw the sum he has advanced, and, on giving notice in two of the public newspapers, shall be freed* from all responsibility, either to the partners or to third persons from the time of such notice.

RCC—2841, 2849, 2851.

RCC 1870, Art. 2850. (Same as Art. 2850 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2821. (Projet, p. 336. Addition † adopted; no comment)

Si la personne, à laquelle l'associé en commandite, a avancé des fonds, use de son nom dans sa signature sociale, sans son consentement, ou si n'ayant pas d'associé, elle adopte ou emploie quelqu'addition, telle qu'elle est exprimée dans l'article précédent, l'associé en commandite pourra retirer immédiatement la somme qu'il a avancée, et en donnant avis de ce fait dans deux des papiers publics, il sera libre à jamais* de toute responsabilité, soit envers les associés, soit envers les tiers, du moment de cet avis.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

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

**Art. 2851.** The partner *in commendam* can not withdraw the stock* he has furnished at a time when those to whom he has advanced it, are in failing circumstances, or when there is a reasonable apprehension that they will become insolvent.

RCC—2850.

RCC 1870, Art. 2851.

Same as above.

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Section 5—OF COMMERCIAL PARTNERSHIPS

ART. 2852. All the provisions of this title are also applicable to commercial partnerships, except as otherwise provided for.

RCC 1870, Art. 2852. (Same as Art. 2852 of Proposed Revision of 1869)

The particular rules, by which commercial partnerships are governed, will be found in the Commercial Code. All the provisions of this title, not repugnant to those contained in that Code, are also applicable to commercial partnerships.

CC 1808, p. 400, Art. 61.

The provisions of this title apply to commercial partnerships, in as much only as they do not contain any thing contrary to the laws and usages of commerce. (Suppressed on recommendation of redactors; see comment, Projet, p. 341)

CN 1804, Art. 1873.

Same as above; but no punctuation after “de commerce.”
ART. 2854. If there has been no agreement respecting the time the partnership is to last, it is supposed to have been entered into for the whole time of the life of the partners, under the modifications mentioned in article 2884, or if the partnership be entered into for some affair the duration of which is limited, for the whole time such affair is to last.

CC 1808, p. 392, Art. 20. If there has been no agreement respecting the time the partnership is to last, it is supposed to have been entered into for the whole time of the life of the partners, under the modifications mentioned in the 54th article hereafter, or if the partnership be entered into for some affair the duration of which is limited, for the whole time said affair is to last.

CN 1804, Art. 1844. If there is no agreement respecting the time the partnership is to last, it is supposed to have been entered into for the whole life of the partners, under the modifications mentioned in

RCC—2876 et seq., 2884.
ART. 2855. The contract of partnership may depend upon conditions.

RCC—2021 et seq.

RCC 1870, Art. 2855.
Same as above.

CC 1825, Art. 2826.
Same as above.

CC 1808, p. 392, Art. 21.
Same as above.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 20.
Same as CC 1808, p. 392, Art. 21, above.

ART. 2856. Every partner owes to the partnership all that he has promised to bring into the same.

When this proportion consists of a certain thing, and the partnership is evicted from the same, such partner is accountable for it towards the partnership, in the same manner as a seller is answerable to the purchaser who buys from him.

RCC—1907, 2500 et seq., 2809, 2857 et seq., 2879.

RCC 1870, Art. 2856.
Same as above.

CC 1825, Art. 2827.
Same as above.

CC 1808, p. 392, Art. 22.
Par. 1 same as par. 1, above.
When this proportion consists in a certain thing, and the partnership is deprived of the same, the partner is accountable for it towards the partnership, in the same manner as a seller is answerable towards the purchaser who buys from him.

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ART. 2857. The partner who promised to bring into the partnership a certain thing is bound, in case of eviction of it, in the same manner as a seller towards the purchaser who buys from him.

RCC—2476, 2500 et seq., 2856, 2862.

ART. 2858. The partner who promised to put a sum of money into the partnership, owes the interest of the same from the day when he was bound to pay such sum.

In the same manner he owes the interest on such sums as he may have taken out of the funds of the partnership, from the day he has received them.

RCC—1935, 1938, 1940, 2809, 2856, 2923, 2924.
Art. 2859

Any partner who has bound himself to bring into the partnership his skill, industry, or credit, owes the partnership all the profits which he has made by the exercise of such skill, industry, or credit, or of such proportion thereof as he was bound to furnish.

RCC-1929, 2809, 2830, 2831, 2856.

RCC 1870, Art. 2859.

Same as above.

CC 1825, Art. 2830. (Projet, p. 337. Amendment 3 adopted; comment by redactors)

Same as above; but comma (,) after "partner", and after "into the partnership."

CC 1808, p. 392, Art. 25.

The partners who have reciprocally bound themselves to bring into the partnership their industry, owe the partnership an account of all the profits which every one of them has made by the kind of industry which is the object of said partnership.

CN 1804, Art. 1847.

The partners who have bound themselves to bring their industry into the partnership, owe the partnership an account of all the profits which they have made by the kind of industry which is the object of this partnership.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 24.

Same as CC 1808, p. 392, Art. 25, above.

L'associé qui devait apporter une somme dans la société, et qui ne l'a point fait, devient, de plein droit et sans demande, débiteur des intérêts de cette somme, à compter du jour où elle devait être payée.

Il en est de même à l'égard des sommes, qu'il a prises dans la caisse sociale, à compter du jour où il les en a tirées pour son profit particulier;

Le tout sans préjudice de plus amples dommages-intérêts, s'il y a lieu.
ART. 2860. When one of the partners is, for his own particular account, creditor of a person who is at the same time indebted unto the partnership for a debt of the same nature which is due likewise, the partner is bound to apply what he receives from the debtor to the discharge of what is due to the partnership and to him, in the proportion of both debts, although by his receipt he should have applied the whole sum paid to what is due to him in particular.

RCC—2163 et seq., 2861.

RCC 1870, Art. 2860.
Same as above.

CC 1825, Art. 2831. (No reference in Projet)
Lorsque l’un des associés est, pour son compte particulier, créancier d’une personne, sur qui la société a aussi une créance de même nature et également exigible, l’associé doit imputer ce qu’il reçoit de ce débiteur, sur la créance de la société et sur la sienne, dans la proportion des deux créances, quand même, par sa quittance, il aurait fait l’imputation en entier sur sa créance particulière.

When one of the partners is, for his own particular account, creditor of a person who is at the same time indebted unto the partnership for a debt of the same nature which is due likewise, the partner is bound to apply what he receives from said debtor to the discharge of what is due to the partnership and to him in the proportion of both debts, although by his receipt he should have applied the whole sum paid to what is due to him in particular.

CN 1804, Art. 1848.
When one of the partners is, for his own particular account, creditor of a sum due by a person who is also indebted to the partnership for a sum likewise due, imputation of what he receives from this debtor must be made to the discharge of what is due to the partnership and to him in the proportion of both debts, although by his receipt he had imputed the whole to what is due to him in particular; but if in his receipt he has declared that the whole payment should be imputed to the partnership’s claim, this stipulation will be executed.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 25.
Same as CC 1808, p. 392, Art. 26, above.

ART. 2861. When one of the partners has received his full share of what is due to the partnership, if the debtor has become insolvent since, the partner who has received his full share is bound to
Art. 2862

Every partner is answerable to the partnership for the damages which it may have suffered by his fault, without being able to compensate such damages by the profits which his industry, skill, or credit may have produced in the business of the partnership; provided that no partner shall be held liable for any loss which has happened in consequence of any thing done or omitted by him in the legal exercise of his power, either as administrator or partner, although such act or omission should be injudicious and injurious to the partnership.

RCC—1908, 1930, 1933, 1934, 2207 et seq., 2315, 2857, 2870, 2871, 3003, 3006, 3022.

RCC 1870, Art. 2862.

Same as above.

CC 1825, Art. 2833.

Same as above.

Art. 2862

Every partner is answerable to the partnership for the damages which it may have suffered by his fault, without being able to compensate such damages by the profits which his industry, skill, or credit may have produced in the business of the partnership; provided that no partner shall be held liable for any loss which has happened in consequence of any thing done or omitted by him in the legal exercise of his power, either as administrator or partner, although such act or omission should be injudicious and injurious to the partnership.

RCC—1908, 1930, 1933, 1934, 2207 et seq., 2315, 2857, 2870, 2871, 3003, 3006, 3022.

RCC 1870, Art. 2862.

Same as above.

CC 1825, Art. 2833.

Same as above.

Art. 2862

Every partner is answerable to the partnership for the damages which it may have suffered by his fault, without being able to compensate such damages by the profits which his industry, skill, or credit may have produced in the business of the partnership; provided that no partner shall be held liable for any loss which has happened in consequence of any thing done or omitted by him in the legal exercise of his power, either as administrator or partner, although such act or omission should be injudicious and injurious to the partnership.

RCC—1908, 1930, 1933, 1934, 2207 et seq., 2315, 2857, 2870, 2871, 3003, 3006, 3022.

RCC 1870, Art. 2862.

Same as above.

CC 1825, Art. 2833.

Same as above.
ART. 2863. If the use only of certain specified property has been brought into partnership, and that property is of such a nature that it may be used and enjoyed without destroying it, the ownership remains in the partner who brought it in and is at his risk. But if such property be destroyed, or grow worse by keeping or by the use that is made of it, if it was brought into partnership with the intent that it should be sold, or if it was taken at an estimated value ascertained by an inventory or some other writing, in either of these cases, although the use only was contributed, the property is at the risk of the partnership; and in case of loss or injury, the partner, who brought it in, is a creditor of the partnership, to the amount of the credit or loss; provided that all the provisions of this article may be controlled by the covenants [covenants] of the parties.

RCC—1945, 2155, 2831, 2879, 2901, 2910.

RCC 1870, Art. 2863. (Same as Art. 2863 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2834. (Projet, p. 337. Amendment † adopted; no comment)

If the use only of certain specified property has been brought into partnership, and that property is of such a nature that it may be used and enjoyed without destroying it, the ownership remains in the partner who brought it in, and it is at his risk. But if such property be destroyed, or grow worse by keeping, or by the use that is made of it, if it was brought into partnership with the intent that it should be sold, or if it was taken at an estimated value,
ascertained by an inventory or some other writing, in either of these cases, although the use only was contributed, the property is at the risk of the partnership; and in case of loss or injury, the partner, who brought it in, is a creditor of the partnership, to the amount of the credit or loss*; provided that all the provisions of this article may be controlled by the covenants of the parties.

CC 1808, p. 394, Art. 29.

If the things, the enjoyment of which only has been put into the partnership, are certain and specified things which are not liable to be consumed by being used, they are at the risk of each partner.**

If such things be destroyed or grow worse by keeping them; if they were intended to be sold, or if they were put into the partnership, according to an estimated value ascertained by an inventory, they are at the risk of the partnership. If the thing has been valued, the partner can recover only the amount of this estimated value.

CN 1804, Art. 1851.

If the things, the enjoyment of which only has been put into the partnership, are certain and specified things which are not liable to be consumed by being used, they are at the risk of the partner who owns them.

If such things be destroyed or grow worse by keeping them; if they were intended to be sold, or if they were put into the partnership, according to an estimated value ascertained by an inventory, they are at the risk of the partnership.

If the thing has been valued, the partner can recover only the amount of this estimated value.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 28.

Same as CC 1808, p. 395, Art. 29, above; but no punctuation after "les choses", or after "détéminées"; period (.) after "de la société."

*Note error in English translation of French text; "credit or loss" should be "loss or damage which he suffered thereby."

**Note error in English translation of French text; "each partner" should be "the partner."

Art. 2864. A partner may be a creditor of the partnership not only for the sums which he has disbursed, but likewise for the obligations he has entered into bona fide for the partnership, and for losses reasonably incurred in his administration.

RCC—2295 et seq., 2872, 2874, 3021.
RCC 1870, Art. 2864.  
Same as above.

CC 1825, Art. 2835.  
Same as above; but comma (,) after "of the partnership."

CC 1808, p. 394, Art. 30.  
A partner may be a creditor of the partnership not only for the sums which he has disbursed, but likewise for the obligations which he has entered into bona fide for the partnership, and for the risk inseparably (inseparablel) connected with his administration.

CN 1804, Art. 1852.  
A partner has an action against the partnership, not only by reason of the sums that he has disbursed for it, but likewise on account of the obligations that he has entered into bona fide for the partnership, and the risk inseparably connected with his administration.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 29.  
Same as CC 1808, p. 394, Art. 30, above.

Art. 2865. When the contract of partnership does not determine the share of each partner in the profits or losses, each one shall be entitled to an equal share of the profits, and must contribute equally to the losses.

RCC—1420, 1425, 1427, 1430, 2086, 2801, 2811, 2813, 2814, 2816, 2830, 2845, 2872 et seq.

RCC 1870, Art. 2865.  
Same as above.

CC 1825, Art. 2836.  
Same as above.

CC 1808, p. 394, Art. 31.  
When the act of partnership does not determine the share of each partner in the benefits or losses, the share of every one is in proportion to what he has put into the partnership.

CN 1804, Art. 1853, par. 1.  
Same as above.

Art. 2866. If the partners have agreed to refer to one of them or to a third person, for the regulation of the shares, this regulation
can not be annulled,* unless it be by certain proofs that it is contrary to equity.

RCC—21, 1420, 1425, 1427, 1430, 1965, 2465.

RCC 1870, Art. 2866.
Same as above.

CC 1825, Art. 2837.
(No reference in Projet)
Same as above; but comma (,) after “them.”

CC 1808, p. 394, Art. 32.
Same as above; but no punctuation after “them”, or after “person.”

CN 1804, Art. 1854, par. 1.
If the partners have agreed to refer to one of them or to a third person for the regulation of the shares, this regulation cannot be attacked unless it is manifestly contrary to equity.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 31.
If the partners have agreed to refer to one of them or to a third person for the regulation of the shares, this regulation cannot be attacked unless it be by certain proofs that it is contrary to equity.

*Note error in English translation of French text; “annulled” should be “attacked.”

Art. 2867. The partner intrusted with the administration of the affairs of the partnership by a special power given in writing, either by the articles of partnership or otherwise, may, without the assent of the other partners and contrary to their prohibition, do any act which they have authorized him to do by such power, provided it be without fraud, and in his opinion for the advantage of the society.

This power, if contained in the articles of copartnership, can not be revoked without a lawful cause, as long as the partnership lasts. But if the power of administering be given subsequent to the articles of partnership, it is a simple mandate and may be revoked.

RCC—1847, 2844, 2870, 2872, 2874, 2875, 2985, 3006, 3013, 3151, 3462.

RCC 1870, Art. 2867.
Same as above.

CC 1825, Art. 2838.
(Projet, p. 338. Amendment † adopted; no comment)
Same as above; but comma (,) after “partners”, after “fraud, and”, and after “mandate.”

L'associé chargé de l'administration par un pouvoir spécial à lui donné par écrit, soit par l'acte social, soit autrement, peut, sans le consentement des autres associés, et contre leur prohibition, faire tous les actes qu'ils l'ont autorisé à faire par ce pouvoir, pourvu que ce soit sans fraude, et dans son opinion pour l'avantage de la société.
CIVIL CODES OF LOUISIANA  

Art. 2868

When several partners are intrusted with the administration without their duties being pointed out, or when it is not expressed that one shall not be able to act without the other, they may do separately all the acts relating to such administration.

RCC-2869, 2870, 3014.

RCC 1870, Art. 2868.
Same as above.

CC 1825, Art. 2839.  
(No reference in Projet)
Lorsque plusieurs associés sont chargés d'administrer, sans que leurs fonctions soient déterminées, ou sans qu'il ait été exprimé que l'un ne pourrait agir sans l'autre, ils peuvent faire séparément tous les actes de cette administration.
-p. 395, Art. 35.
Same as above; but comma (,) after "exprimé."

CC 1808, p. 394, Art. 35.
When several partners are entrusted with the administration, without their duties being pointed out, or when it is not expressed that one shall not be able to act without the other, they may do separately all the acts relating to said administration.

CC 1808, p. 394, Art. 34.
The partner entrusted with the administration by the deed of partnership, may do against the will and in spite of the opposition of the other partners, all the acts which depend upon his administration, provided it be without fraud and for the good of the partnership, . . .

This power cannot be revoked as long as the partnership lasts, without a lawful cause.

If the power of administering be posterior to the deed of partnership, it is a simple mandatory commission, susceptible of being revoked.

CN 1804, Art. 1856.
The partner entrusted with the administration by a special clause of the partnership contract, may do, notwithstanding the opposition of the other partners, all acts which depend upon his administration, provided it be without fraud.

This power cannot be revoked without lawful cause, so long as the partnership lasts; but if it has been given only by an act subsequent to the partnership contract, it is revocable as a simple mandate.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 33.
Same as CC 1808, p. 394, Art. 34, above; but no punctuation after "l'administration," or after "mandat."

ART. 2868. When several partners are intrusted with the administration without their duties being pointed out, or when it is not expressed that one shall not be able to act without the other, they may do separately all the acts relating to such administration.

RCC—2869, 2870, 3014.

RCC 1870, Art. 2868.
Same as above.

CC 1825, Art. 2839.  
(No reference in Projet)
Lorsque plusieurs associés sont chargés d'administrer, sans que leurs fonctions soient déterminées, ou sans qu'il ait été exprimé que l'un ne pourrait agir sans l'autre, ils peuvent faire séparément tous les actes de cette administration.
-p. 395, Art. 35.
Same as above; but comma (,) after "exprimé."

L'assocé chargé de l'administration, par le contrat de société, peut faire, contre le gré et malgré l'opposition des autres associés, tous les actes qui dépendent de son administration, pourvu que ce soit sans fraude, et pour le bien de la société.

Ce pouvoir ne peut être révoqué, tant que la société dure, sans cause légitime.

Si le pouvoir d'administrer est postérieure au contrat de société, c'est un simple mandat, susceptible de révocation.
ART. 2869. If it has been stipulated that one of the administrators shall not do anything without the other, one alone cannot act, even when the other is prevented by sickness or otherwise from taking a part in the acts which relate to the administration, until there be a new agreement between the partners.

RCC—2868, 2872.

ART. 2870. When there is no agreement respecting administration in the act of partnership, the following rules are adhered to:

1. The partners are supposed to have given, reciprocally, to each other the power of administering one for the other. What one does is valid, even for the share of his partners, without receiving their approbation, saving the right which they or every one of the partners has to oppose the operation, before it be concluded.
2. Every partner may make use of the things belonging to the partnership, provided he employs the same to the uses for which they are intended, and he does not use them in such a manner as to prevent his partners from using them according to their rights, or against the interest of the partnership.

3. Every partner has a right to bind his partners to contribute with him to the expenses which are necessary for the preservation of the things of the partnership.

4. A partner can neither dispose of nor make any change in any real property belonging to the partnership, without the consent of his partners, should even this disposition or change be advantageous to the partnership.

5. In other than commercial partnerships a partner can not, as partner only and if he has not the administration, alienate or engage the things which belong to the partnership.

RCC—2299, 2445, 2447, 2822, 2844, 2862, 2867, 2868, 2871, 2875, 2996, 3010, 3462.

RCC 1870, Art. 2870.
Same as above.

CC 1825, Art. 2841.
(Projet, p. 339. Amendment adopted; comment by redactors)
Same as above; but no punctuation after "given", or after "reciprocally"; comma (,) after "each other", after "one does", after "right which they", after "only", after "alienate", and after "engage the things"; semicolon (;) after "concluded", after "interest of the partnership", after "things of the partnership", and after "advantageous to the partnership."

Lorsque dans l’acte de société il n’y a point de convention sur l’administration, on suit les règles suivantes:

1. Les associés sont censés s’être donné réciproquement le pouvoir d’administrer l’un pour l’autre; ce que chacun fait est valable, même pour la part de ses associés, sans qu’il ait pris leur consentement, sauf le droit qu’ont ces derniers ou l’un d’eux, de s’opposer à l’opération, avant qu’elle soit conclue;

2. Chaque associé peut se servir des choses appartenant à la société, pourvu qu’ils les emploie aux usages auxquels elles sont destinées, et qu’il ne s’en serve pas de manière à empêcher ses associés d’en user selon leur droit, et contre l’intérêt de la société;

3. Chaque associé a le droit d’obliger ses associés à faire avec lui les dépenses qui sont nécessaires pour la conservation des choses de la société;

4. Un associé ne peut disposer d’aucun immeuble appartenant à la société, ni y faire aucun changement sans le consentement de ses associés, quand même cette disposition ou ce changement serait avantageux à la société;

5. Dans les sociétés autres que de commerce, un associé ne peut, dans sa seule qualité d’associé, et s’il n’a pas l’administration, aliéner, ni engager les choses qui en dépendent.

CC 1808, p. 394, Art. 37.
Par. 1 and subs. 1-3 same as par. 1 and subd. 1, above; but no punctuation after "each other", after "one does", after "valid", after "right which they", after "operation", after "intended", or after "rights"; semicolon (;) after "donné", after "réciprocément", and after "derniers", after "l’opération."
Art. 2870

2. Chaque associé peut se servir des choses appartenant à la société, pourvu qu'il les emploie aux usages auxquelles (auxquels) elles sont destinées, et qu'il ne s'en serve de manière à empêcher ses associés d'en user selon leur droit, et contre l'intérêt de la société;

Subd. 3 same as subd. 3, above.

4. Un associé ne peut faire aucun changement, ni innovation sur les immeubles* dépendants de la société, sans le consentement de ses associés, quand même cette innovation serait avantageuse à la société;

5. Dans une société de commerce en nom collectif, les choses acquises durant la société, par des marchés signés un tel et compagnie, appartiennent à la société, soit que l'acquisition ait été faite des deniers de la société ou de ceux propres à l'un des associés; ce dernier est seulement alors créancier de la société, en raison de son avance. (Subd. 5 suppressed on recommendation of redactors; see comment, Projet, p. 339)

Subd. 6 same as subd. 5, above; but no punctuation after “peut”, or after “aliéner.”

CN 1804, Art. 1859.

In default of special stipulations on the mode of administration, the following rules are adhered to:

Subd. 1 same as subd. 1, above.

2. Every partner may make use of the things belonging to the partnership, provided he employs them for the purpose for which they are usually intended, and he does not use them against the interest of the partnership, or in such a manner as to prevent his partners from using them according to their rights.

Subd. 3 same as subd. 3, above.

4. One of the partners cannot make any innovations on any immovable belonging to the partnership, even though he might maintain that they are advantageous to this partnership, unless the other partners agree thereto.

Subd. 3 same as subd. 3, above; but period (.) after “société.”

4. L'un des associés ne peut faire d'innovations sur les immeubles dépendants de la société, même quand il les soutiendrait advantageuses à cette société, si les autres associés n'y consentent.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 36.

Same as CC 1808, p. 394, Art. 37, par. 1 and subd. 1, above.

Same as CC 1808, p. 395, Art. 37, par. 1 and subd. 1, above; but “donnés” correctly spelled “donné”; no punctua-
ART. 2871. Every partner may, without the consent of his partners, enter into a partnership with a third person, for the share which he has in the partnership, but he can not, without the consent of his partners, make him a partner in the original partnership, should he even have the administration of it.

He is responsible for the damages occasioned by this third person to the partnership, in the same manner as he answers for those he has occasioned himself, according to article 2833.
Section 2—OF THE OBLIGATIONS OF PARTNERS TOWARDS THIRD PERSONS

ART. 2872. Ordinary partners are not bound in solido for the debts of the partnership, and no one of them can bind his partners, unless they have given him power so to do, either specially or by the articles of partnership.

Commercial partners are bound in solido for the debts of the partnership.

RCC—1425 et seq., 1430, 2091, 2093, 2107, 2801, 2813, 2814, 2822, 2825, 2826, 2845, 2864, 2865, 2867, 2869, 2873 et seq., 2998, 3010.

RCC 1870, Art. 2872.
Same as above.

CC 1825, Art. 2843. (Projet, p. 340. Substitution adopted; no comment)
Same as par. 1, above; but comma (,) after "specially."

CC 1808, p. 398, Art. 43.
In private it is otherwise than in commercial partnerships.
The partners are not bound in solido for the payment of the debts of the
partnership; and no one can bind his partners if they have not given him the power so to do. (Suppressed on recommendation of redactors; Projet, p. 340)

CN 1804, Art. 1862.

In partnerships other than those of commerce, the partners are not bound in solido for the payment of the debts of the partnership, and no partner can bind the others if they have not given him the power so to do.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 51.

Same as CC 1808, p. 398, Article 44, above.

ART. 2873. In the ordinary partnership, each partner is bound for his share of the partnership debt, calculating such share in proportion to the number of the partners, without any attention to the proportion of the stock or profits each is entitled to.

RCC—2086, 2100, 2823, 2865, 2872, 2874.

RCC 1870, Art. 2873.

Same as above.

CC 1825, Art. 2844.

Same as above.

CC 1808, p. 398, Art. 44.

In those partnerships every one of the partners is bound towards the creditors for his virile share, although his share in the partnership was less, if the parties who contracted the debt did not explain themselves on the subject. (Suppressed on recommendation of redactors; Projet, p. 340)

CN 1804, Art. 1863.

The partners are bound towards the creditor with whom they have contracted, each one for an equal sum and share, although the share of one of them in the partnership might be less, unless the act has specifically limited the obligation of the latter in proportion to this last share.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 52.

Same as CC 1808, p. 398, Art. 44, above.
Art. 2874

Art. 2874. If a debt be contracted by one of the partners of an ordinary partnership, who is not authorized, either in his own name or that of the partnership, the other partners will be bound, each for his share, provided it be proved that the partnership was benefited by the transaction.

RCC—2086, 2222, 2823, 2864, 2865, 2867, 2873, 2875.

RCC 1870, Art. 2874.
Same as above.

CC 1825, Art. 2845.
Same as above.

(CC 1808, p. 398, Art. 45.)
When the debt of any other but a commercial partnership, has been contracted only by one of the partners, the partner who contracted the same is answerable only to the creditor, although it should have been expressed that the debt was contracted on account of the partnership, both in his own name and in the name of his partner, unless it should be proved either that his partner had given him the power so to do, or that the debt has turned to the benefit of the partnership. (Suppressed on recommendation of redactors; Projet, p. 340)

CN 1804, Art. 1864.
The stipulation that the obligation is contracted for the account of the partnership, binds only the contracting partner and not the others, unless the latter have given him power so to do, or unless the thing has turned to the benefit of the partnership.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 53.
Same as CC 1808, p. 398, Art. 45, above; but no punctuation after "d'une société", or after "exprimé"; semicolon (;) after "de son associé."

Art. 2875. All engagements made relative to the partnership affairs, by the person appointed to administer the business of an ordinary partnership by articles of partnership duly recorded and pursuant to those powers, shall bind all the partners.

RCC—2822, 2867, 2870, 2874, 3151.

RCC 1870, Art. 2875.
Same as above.
ART. 2876. A partnership ends:
1. By the expiration of the time for which such partnership was entered into.
2. By extinction of the thing, or the consummation of the negotiation.
3. By the death of one of the partners, or by his interdiction.
4. By his bankruptcy.
5. By the will of all the parties, legally expressed, or by the will of any of them, founded on a legal cause, and expressed in the manner directed by law.

RCC—2130, 2727, 2728, 2823, 2854, 2877 et seq., 2887, 2890.

CC 1825, Art. 2846. (Projet, p. 340. Addition adopted; no comment)
Same as above; but comma (,) after "recorded."

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Chapter 4—Of the Different Manners in which Partnerships End

ART. 2876. La société finit:
1. Par l'expiration du temps pour lequel elle a été contractée;
2. Par l'extinction de la chose, ou la consommation de la négociation;
3. Par la mort de l'un des associés, ou par son interdiction;
4. Par sa faillite;
5. Par la volonté de toutes les parties légalement exprimée, ou par la volonté d'aucune d'elles, fondée sur une cause légale, et exprimée de la manière prescrite par la loi.

RCC—2130, 2727, 2728, 2823, 2854, 2877 et seq., 2887, 2890.

CC 1825, Art. 2847. (Projet, p. 340. Amendment adopted; no comment)
Par. 1 and subds. 1-4 same as par. 1 and subds. 1-4, above; but semicolon (;) after "into", after "négociation", after "interdiction", and after "bankruptcy."

5. Par la volonté de n'être plus en société.
ART. 2877

When a partnership has been entered into for a limited time, it ends of course* at the expiration of that time.

RCC-2727, 2876, 2878, 2887.

RCC 1870, Art. 2877.

Same as above.

CC 1825, Art. 2848.

(No reference in Projet)

Lorsque la société a été contractée pour un temps limité, elle finit de plein droit* par l'expiration de ce temps.

CC 1808, p. 398, Art. 47.

When the partnership has been entered into for a limited time, it ends by operation of law at the expiration of that time.

Same as above; but comma (,) after "fini" and after "droit".

CN 1804.

No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 55.

When the partnership has been entered into for a limited time, it ends by operation of law at the expiration of that time.

Same as CC 1808, p. 399, Art. 47, above; but no punctuation after "fini", or after "droit."

*Note error in English translation of French text; "of course" should be "by operation of law."

ART. 2878.

The prorogation which may be agreed upon between the parties, shall be made and proved in the same manner, as the contract of partnership itself.

RCC-2834, 2877.

RCC 1870, Art. 2878.

Same as above.

CC 1825, Art. 2849.

(No reference in Projet)

La prolongation, dont les parties viendront, sera faite en la forme, et prouvée de la même manière que doit l'être le contrat de société lui-même.
The prorogation which may be agreed on between the parties shall be made and proved in the same manner as the contract of partnership itself.

The prorogation of a partnership for a limited time can be proved only by an instrument in writing clothed with the same formality as the contract of partnership.

ART. 2879. If a partnership has been entered into, the stock of which is to be formed with the proceeds of a sale, to be made in common, of several things belonging to each partner, and if it happen that the thing belonging to one of them is destroyed, the partnership shall be extinguished.

RCC—1891, 1897, 2044, 2219, 2455, 2697, 2856, 2863, 2876.

RCC 1870, Art. 2879.
Same as above.

ART. 2880. Every partnership ends of right by the death of one of the partners, unless an agreement has been made to the contrary.

RCC—1102, 1103, 1135, 1143, 1810, 2007, 2876, 2881 et seq.

RCC 1870, Art. 2880.
Same as above.
Art. 2881. The death of one partner dissolves the partnership between the surviving partners, unless there be a contrary stipulation.

RCC—1103, 1143, 2876, 2880, 2882, 2883.

RCC 1870, Art. 2881.
Same as above.

CC 1825, Art. 2852.
Same as above.

CC 1808, p. 400, Art. 51.
Death dissolves partnership even between surviving partners, unless there be a contrary stipulation.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 59.
Same as CC 1808, p. 400, Art. 51, above.

ART. 2882. If it has been stipulated that, in case of the death of one of the partners, the partnership should continue between the heir of the deceased and the surviving partners, or between the surviving partners only, either of these stipulations shall be observed.

But if the stipulation be, that the partnership shall continue between the survivors only, the heir of the deceased shall be entitled to a division of the partnership property, as it stood at the day of the death of his ancestor, and to a share in the profits of any partnership operation in which his share of the stock was employed, and which was unfinished at that time.

RCC—940, 1103, 1106, 1122, 1135, 1138 et seq., 1297, 1298, 1999, 2876, 2880, 2881, 2883, 3034.

RCC 1870, Art. 2882.
Same as above.

CC 1825, Art. 2853.
Same as above.
When it has been stipulated that in case of the death of one of the partners, the partnership should continue between the surviving partners, the heir of the deceased has a right to a share in the partnership according only to its situation at this period. He shall not participate in the rights of the partnership for the future, but in as much as they are a necessary consequence of what has been done previous to the death of the partner to whom he succeeds.

If it has been stipulated that in case of the death of one of the partners, the partnership should continue with his heir, or only between the surviving partners, these dispositions shall be followed: in the second case, the heir of the deceased has the right only to a share in the partnership, having regard to the situation of this partnership at the time of the death, and participates in the subsequent rights only in so far as they are a necessary consequence of what has been done previous to the death of the partner to whom he succeeds.

S'il a été stipulé qu'en cas de mort de l'un des associés, la société continuerait avec son héritier, ou seulement entre les associés survivants, ces dispositions seront suivies: au second cas, l'héritier du décédé n'a de droit qu'au partage de la société, eu égard à sa situation à cette époque; il ne participe aux droits de la société, pour l'avenir, qu'au tant qu'ils sont une suite nécessaire de ce qui s'est fait avant la mort de l'associé auquel il succède.

ART. 2883. The interdiction of one of the partners, or his bankruptcy, has, as to the dissolution of the partnership, the same effect as the death of one of the partners.

RCC—2876, 2880 et seq.

RCC 1870, Art. 2883.
Same as above.

CC 1825, Art. 2854.
(No reference in Projet)

Same as above.

L'interdiction de l'un des associés, ou sa faillite ouverte, a, quant à la dissolution de la société, le même effet que la mort de l'un des associés.

CC 1808, p. 400, Art. 53.
Same as above; but no punctuation after "bankruptcy."

-p. 401, Art. 53.

Same as above.
Art. 2884

The civil death of one of the partners, his interdiction or his bankruptcy, has, as to the dissolution of the partnership, the same effect as a natural death.

ART. 2884. If the partnership has been contracted without any limitation of time, one of the partners may dissolve the partnership by notifying to his partners that he does not intend to remain any longer in the partnership, provided, nevertheless, the renunciation to the partnership be made bona fide, and it does not take place unseasonably.

RCC—1901, 2854, 2876, 2885 et seq., 2889, 3481.

RCC 1870, Art. 2884.
Same as above.

CC 1825, Art. 2855.
Same as above.

CC 1808, p. 400, Art. 54.
Same as above; but no punctuation after "provided", after "nevertheless", or after "fide."

CN 1804, Art. 1869.
The dissolution of the partnership by the will of one of the parties applies only to partnerships whose duration is limitless, and takes place by a renunciation notified to all the partners, provided that this renunciation be made bona fide, and does not take place unseasonably.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 62.
Same as CC 1808, p. 400, Art. 54, above.

ART. 2885. The renunciation is not bona fide when the partner renounces for the purpose of appropriating to himself the profits which the partners expected to receive from the partnership.

RCC—2884.

RCC 1870, Art. 2885.
Same as above.

CC 1825, Art. 2856.
Same as above; but comma (,) after "fide."
The renunciation is not *bona fide*, when the partner renounces to appropriate to himself the profits which the partners had intended to derive from contracting said partnership.

**CN 1804, Art. 1870, par. 1.**

The renunciation is not *bona fide* when the partner renounces to appropriate to himself the profits which the partners had intended to derive in common.

**Projet du Gouvernement (1800),** Book III, Title XIV, Art. 63.

Same as CC 1808, p. 400, Art. 55, above.  

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**ART. 2886.** The renunciation is made unseasonably, if it be made at the time when things are no longer entire, and when the interest of the partnership requires that its dissolution be postponed. The common interest of the partnership is considered, and not the interest of the partner who opposes the renunciation.

**RCC—2884.**

**RCC 1870, Art. 2886.**

Same as above.

**CC 1825, Art. 2857.**

(No reference in Projet)

Same as above.

**CC 1808, p. 400, Art. 56.**

Same as above; but no punctuation after "entire", or after "considered"; colon (:) after "postponed."

**CN 1804, Art. 1870, par. 2.**

It is made unseasonably when things are no longer entire, and when it is important to the partnership that its dissolution be postponed.

**Projet du Gouvernement (1800),** Book III, Title XIV, Art. 64.

Same as CC 1808, p. 400, Art. 56, above.

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**ART. 2887.** Although the partnership may have been entered into for a limited time, one of the partners may, provided he has a just cause for the same, dissolve the partnership before the time, even
where inconveniences might result for the partners, and although it might have been stipulated that the partners could not desist from the partnership before the stipulated time.

RCC—1901, 1926, 1933, 2046, 2047, 2876, 2877, 2884, 2888, 2889.

RCC 1870, Art. 2887. (Same as Art. 2887 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2858. (No reference in Projet)

Although the partnership may have been entered into for a limited time, one of the partners may, provided he has a just cause for the same, dissolve the partnership before the time, even although inconveniences (inconveniences) might result for the partners, and although it might have been stipulated that the partners could not desist from the partnership before the stipulated time.

CC 1808, p. 400, Art. 57.

Same as above; but no punctuation after “for the partners”; comma (,) after “from the partnership.”

ART. 2888. There is just cause for a partner to dissolve the partnership before the appointed time, when one or more of the partners fail in their obligations, or when an habitual infirmity prevents him from devoting himself to the affairs of the partnership, which require his presence or his personal attendance.

RCC—1901, 2887.

RCC 1870, Art. 2888.

Same as above.

CC 1825, Art. 2859. (Projet, p. 341. Suppression adopted; no comment)

Il y a juste sujet pour un associé de dissoudre la société avant le terme convenu, lorsqu’un ou plusieurs autres associés manquent à leurs engagements, ou lorsqu’une infirmité habituelle l’empêche de vaquer aux affaires de la société qui exigent sa présence ou ses soins personnels.

CC 1808, p. 400, Art. 58.

There is just cause for a partner to dissolve the partnership before the appointed time, when one or more of the partners fail in their obligations; when an habitual infirmity prevents him from

-p. 401, Art. 58.

Il y a juste sujet, pour un associé, de dissoudre la société avant le terme convenu, lorsqu’un, ou plusieurs autres associés manquent à leurs engagements; lorsqu’une infirmité habituelle l’empêche
devoting himself to the affairs of the partnership which require his presence, or his personal attendance.

The legitimacy of said and other like causes depends on circumstances, and in case of controversy, ought to be left to the prudence of arbitrators and judges. (Par. 2 suppressed on recommendation of redactors; Projet, p. 341)

CN 1804, Art. 1871.

The dissolution of partnerships with a term may be demanded by one of the partners before the agreed term, only in so far as he has just cause, as when another partner fails in his obligations, or when an habitual infirmity renders him unfit for the business of the partnership, or other like cases, the legitimacy and importance of which are left to the discretion of the judges.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 66.

Same as CC 1808, p. 400, Art. 58, above.

ART. 2889. The renunciation of the partnership by one of the partners does not operate the dissolution of the partnership, unless it be notified to all the other partners.

RCC—2884, 2887.

RCC 1870, Art. 2889.

Same as above.

CC 1825, Art. 2860. (Projet, p. 341. Amendment † adopted; no comment)

Same as above.

CC 1808, p. 400, Art. 59.

The renunciation of one partner to the partnership, does not operate the dissolution of the partnership but in as much as it has been notified to all the partners.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 67.

Same as CC 1808, p. 400, Art. 59, above.

ART. 2890. The rules concerning the partition of successions, the manner of making such partition, and the obligations which result from the same, between heirs, apply to partners.

RCC—1289 et seq., 1347 et seq., 1382 et seq., 1397 et seq., 1420, 1425, 1427, 1430.

1583
Art. 2891

There are two kinds of loans:
The loan of things, which may be used without being destroyed;
And the loan of things, which are destroyed without [by] being used.

The first kind is called loan for use or commodatum.
The second kind is called loan for consumption or mutuum.*

RCC—1773, 1778, 1884, 2210, 2892, 2893, 2910, 3485.

RCC 1870, Art. 2891. (Same as Art. 2891 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2862. (No reference in Projet)

And the loan of things, which are destroyed by being used.

Pars. 1, 2 same as pars. 1, 2, above.

Pars. 4, 5 same as pars. 4, 5, above; but semicolon (;) after “commodatum.”

CC 1808, p. 402, Art. 1.

Same as above; but no punctuation after “The loan of things,” or after “And the loan of things”; period (.) after “commodatum.”

*See general comment by redactors, Projet, p. 342.

TITLE XII—OF LOAN*

*See general comment by redactors, Projet, p. 342.