

Title XII. Of Loan (Art. 2891 - 2925)

Louisiana

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RCC 1870, Art. 2890. (Same as Art. 2890 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2861. (No reference in Projet)
The rules concerning the partition of inheritances, the manner of making such partition, and the obligations which result from the same between heirs, apply to partners. Les règles concernant le partage des successions, la forme de ce partage et les obligations qui en résultent entre les héritiers, s'appliquent aux associés.

CC 1808, p. 400, Art. 60. Same as above.
-p. 401, Art. 60. Same as above; but comma (,) after "règles."

CN 1804, Art. 1872.
The rules concerning the partition of successions, the manner of making such partition, and the obligations which result from the same between coheirs, apply to partitions between partners. Les règles concernant le partage des successions, la forme de ce partage, et les obligations qui en résultent entre les cohéritiers, s'appliquent aux partages entre associés.

Projet du Gouvernement (1800), Book III, Title XIV, Art. 68.
Same as CC 1808, p. 400, Art. 60, above. Same as CC 1808, p. 401, Art. 60, above; but no punctuation after "règles."

TITLE XII—OF LOAN*

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

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)

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

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

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

Il y a deux sortes de prêt:

Celui des choses dont on peut user sans les détruire;

Et celui des choses qui se consomment par l'usage qu'on en fait.

La première s'appèle [s'appelle] prêt à usage ou commodat;

La deuxième s'appèle [s'appelle] prêt de présomption [consommation].*

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*."

-p. 403, Art. 1.

Pars. 1-4 same as pars. 1-4, above; but "s'appèle" correctly spelled "s'appelle"; comma (,) after "première", and after "à usage."

La deuxième, s'appelle prêt de consommation.

CN 1804, Art. 1874.

Pars. 1-3 same as pars. 1-3, above.

The first kind is called *loan for use or commodatum*;

The second is called *loan for consumption*, or simply *loan*.

Pars. 1-3 same as pars. 1-3, above; but comma (,) after "détruire."

La première espèce s'appelle *prêt à usage*, ou *commodat*;

La deuxième s'appelle *prêt de consommation*, ou simplement *prêt*.

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

ART. 2892. This *second* kind is still subdivided into gratuitous loan, and loan on interest.

RCC—2210, 2891, 2894.

RCC 1870, Art. 2892.

Same as above.

CC 1825, Art. 2863.

(No reference in Projet)

Same as above.

Cette seconde espèce se subdivise encore en prêt gratuit et prêt à intérêt.

CC 1808, p. 402, Art. 2.

This second kind is still subdivided into a gratuitous loan and loan on interest.

-p. 403, Art. 2.

Same as above; but comma (,) after "encore", and after "gratuit."

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XV, Art. 2.

Same as CC 1808, p. 402, Art. 2, above.

Same as CC 1808, p. 403, Art. 2, above; but no punctuation after "encore", or after "gratuit."

Chapter 1—OF THE LOAN FOR USE, OR COMMODATUM

Section 1—OF THE NATURE OF THE LOAN FOR USE

ART. 2893. The loan for use* is an agreement, by which a person delivers a thing to another, to use it according to its natural destination, or according to the agreement, under the obligation on the part of the borrower, to return it after he shall have done using it.

RCC—1675, 1761, 1771, 1884, 1925, 2150 *et seq.*, 2894 *et seq.*, 2910, 2912.

RCC 1870, Art. 2893.

Same as above.

CC 1825, Art. 2864.

(Projet, p. 342. Amendment adopted; no comment)

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

Le prêt à usage ou commodat* est un contrat par lequel l'un livre une chose à l'autre pour s'en servir selon sa destination naturelle ou selon la convention, à la charge par l'emprunteur de la rendre, après qu'il s'en sera servi.

CC 1808, p. 402, Art. 3.

The loan for use is an agreement by which a person delivers a thing to an-

-p. 403, Art. 3.

Le prêt à usage, est une convention par laquelle, l'un livre une chose à

other, to use it, as he pleases, under the obligation by him to return it, after he shall have done using it.

l'autre, pour s'en servir dans ses besoins, à la charge, par celui-ci, de la rendre après qu'il s'en sera servi.

CN 1804, Art. 1875.

The loan for use, or *commodatum*, is a contract by which one of the parties delivers a thing to the other to use it, under the obligation on the part of the borrower to return it after he shall have done using it.

Le prêt à usage ou commodat est un contrat par lequel l'une des parties livre une chose à l'autre pour s'en servir, à la charge par le preneur de la rendre après s'en être servi.

Projet du Gouvernement (1800), Book III, Title XV, Art. 3.

Same as CC 1808, p. 402, Art. 3, above.

Same as CC 1808, p. 403, Art. 3, above; but no punctuation after "usage", after "laquelle", after "l'autre", after "charge", or after "celui-ci."

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

ART. 2894. This loan is essentially gratuitous; otherwise it would be a letting or hiring.

RCC—1773, 1777, 2674, 2675, 2892, 2893, 2929.

RCC 1870, Art. 2894.

Same as above.

CC 1825, Art. 2865.

Same as above.

(No reference in Projet)

Ce prêt est essentiellement gratuit, autrement ce serait un louage.

CC 1808, p. 402, Art. 4.

This loan is essentially gratuitous; otherwise it would be letting or hiring.

-p. 403, Art. 4.

Same as above.

CN 1804, Art. 1876.

This loan is essentially gratuitous.

Ce prêt est essentiellement gratuit.

Projet du Gouvernement (1800), Book III, Title XV, Art. 4.

Same as CC 1808, p. 402, Art. 4, above.

Same as CC 1808, p. 403, Art. 4, above.

ART. 2895. The lender remains proprietor of the thing lent.

RCC—2893, 2911, 3166.

RCC 1870, Art. 2895.

Same as above.

CC 1825, Art. 2866.

Same as above.

(No reference in Projet)

Le prêteur demeure propriétaire de la chose prêtée.

CC 1808, p. 402, Art. 5.

Same as above.

-p. 403, Art. 5.

Same as above.

CN 1804, Art. 1877.

Same as above.

Same as above.

ART. 2896. Every thing which is in commerce, and which is not consumed by use, may be the object of this agreement.

RCC—1798, 1885, 2448, 2449, 2910, 2912, 2928, 3154, 3155.

RCC 1870, Art. 2896.

Same as above.

- CC 1825, Art. 2867.** (No reference in Projet)
Same as above. Tout ce qui est dans le commerce et qui ne se consomme pas par l'usage, peut être l'objet de cette convention.
- CC 1808, p. 402, Art. 6.** Every thing which is in commerce and which is not consumed by the use, may be the object of this agreement. **-p. 403, Art. 6.** Same as above; but comma (,) after "commerce."
- CN 1804, Art. 1878.**
Same as above. Same as above.
- ART. 2897.** The obligations entered into by the loan for use, are binding upon the heirs of the lender and of the borrower.
But if the loan has only been made on account of the borrower, and to him personally, then his heirs can not continue to possess the thing lent.
RCC—940, 1997 *et seq.*, 2008, 2111, 2114, 2731.
- RCC 1870, Art. 2897.**
Same as above.
- CC 1825, Art. 2868.** (Projet, p. 342. Amendment adopted; no comment)
Same as above. Les engagements, qui se forment par le commodat, passent aux héritiers de celui qui prête et aux héritiers de celui qui emprunte.
Mais si l'on n'a prêté qu'en considération de l'emprunteur, et à lui personnellement, alors ses héritiers ne peuvent continuer de jouir de la chose prêtée.
- CC 1808, p. 402, Art. 7.** Same as par. 1, above. **-p. 403, Art. 7.** Same as par. 1, above; but no punctuation after "engagemens"; comma (,) after "forment", and after "prête."
- CN 1804, Art. 1879.** Same as CC 1825, Art. 2868, above. Same as CC 1825, Art. 2868, above; but no punctuation after "engagemens"; comma (,) after "prête."
- Projet du Gouvernement (1800), Book III, Title XV, Art. 7.**
Same as CC 1808, p. 402, Art. 7, above. Same as CC 1808, p. 403, Art. 7, above; but no punctuation after "forment."

Section 2—OF THE ENGAGEMENTS OF THE BORROWER FOR USE

ART. 2898. The borrower is bound to keep and preserve, in the best possible order,* the thing lent. He can use it only in the manner for which it is fitted by its nature, or which is allowed by the agreement, under the penalty of damages.**

RCC—533, 535, 558, 567, 568, 1816, 1908, 1930, 1934, 2298, 2468, 2692, 2698, 2710, 2711, 2899, 2901, 2904, 2937.

RCC 1870, Art. 2898.
Same as above.

CC 1825, Art. 2869. (Projet, p. 342. Amendment adopted; no comment)

Same as above.

L'emprunteur est tenu de veiller en bon père de famille* à la conservation de la chose prêtée. Il ne peut s'en servir qu'à l'usage déterminé par sa nature ou par la convention, à peine de dommages-intérêts, s'il y a lieu.**

CC 1808, p. 402, Art. 8.

The borrower is bound to keep and preserve in the best possible order,* the thing lent.

-p. 403, Art. 8.

L'emprunteur est tenu de veiller, en bon père de famille,* à la garde et à la conservation de la chose prêtée.

CN 1804, Art. 1880.

The borrower is bound to keep and preserve the thing lent as a prudent administrator. He can use it only in the manner for which it is fitted by its nature or which is allowed by the agreement; the whole under the penalty of damages, if there is occasion therefor.

L'emprunteur est tenu de veiller, en bon père de famille, à la garde et à la conservation de la chose prêtée. Il ne peut s'en servir qu'à l'usage déterminé par sa nature ou par la convention; le tout à peine de dommages-intérêts, s'il y a lieu.

Projet du Gouvernement (1800), Book III, Title XV, Art. 8.

The borrower is bound to keep and preserve the thing lent as a prudent administrator.

Same as CC 1808, p. 403, Art. 8, above.

*Note error in English translation of French text; "in the best possible order" should be "as a prudent administrator."

**English translation of French text incomplete; should include "if there is occasion therefor."

ART. 2899. If the borrower employs the thing to another use or for a longer time than has been agreed on, he shall be liable for the loss which may happen, although the same might have happened by chance.

RCC—621, 1911, 1933, 2052, 2155, 2219, 2220, 2316, 2317, 2711, 2898, 2900, 2901, 2939, 2940, 2955.

RCC 1870, Art. 2899.

Same as above.

CC 1825, Art. 2870.

(No reference in Projet)

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

Si l'emprunteur emploie la chose à un autre usage, ou pour un temps plus long qu'il ne le devait, il sera tenu de la perte, arrivée même par cas fortuit.

CC 1808, p. 402, Art. 9.

Same as above.

-p. 403, Art. 9.

Same as above; but comma (,) after "arrivée"; no punctuation after "perte."

CN 1804, Art. 1881.

Same as above.

Same as above.

ART. 2900. If the thing lent be destroyed by a chance which might have been prevented by the borrower in making use of his own, or if, unable to preserve both, he has preferred preserving his own, he is answerable for the loss of the other.

RCC—1908, 1933 *et seq.*, 2470, 2697, 2719, 2723, 2899, 2908, 2937, 2939.

RCC 1870, Art. 2900.

Same as above.

- CC 1825, Art. 2871.** (No reference in Projet)
 Same as above; but semicolon (;) after "of his own." Si la chose prêtée périt par un cas fortuit, dont l'emprunteur, aurait pu la garantir, en y employant la sienne propre, ou si ne pouvant conserver que l'une des deux, il a préféré la sienne, il est tenu de la perte de l'autre.
- CC 1808, p. 402, Art. 10.** Same as above; but comma (,) after "borrower", and after "of his own"; no punctuation after "if." **-p. 403, Art. 10.** Same as above; but comma (,) after "périt", and after "ou"; no punctuation after "fortuit", or after "l'emprunteur."
- CN 1804, Art. 1882.** Same as above. Si la chose prêtée périt par cas fortuit dont l'emprunteur aurait pu la garantir en employant la sienne propre, ou si, ne pouvant conserver que l'une des deux, il a préféré la sienne, il est tenu de la perte de l'autre.

ART. 2901. If the thing has been valued at the time of lending it, the loss which results, even by chance, is on account of the borrower, unless there has been a contrary agreement.

RCC—1901, 1933 *et seq.*, 2863, 2898, 2899.

RCC 1870, Art. 2901.

Same as above.

CC 1825, Art. 2872.

Same as above.

(No reference in Projet)

Si la chose a été estimée en la prêtant, la perte qui arrive, même par ces cas fortuits, est pour l'emprunteur, à moins de conventions contraires.

CC 1808, p. 404, Art. 11.

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

-p. 405, Art. 11.

Si la chose a été estimée, en la prêtant, la perte qui arrive, même par cas fortuit, est pour l'emprunteur, à moins de conventions contraires.

CN 1804, Art. 1883.

Same as above.

Si la chose a été estimée en la prêtant, la perte qui arrive, même par cas fortuit, est pour l'emprunteur, s'il n'y a convention contraire.

ART. 2902. If the thing be made worse by the effects of the use alone for which it was borrowed, and without any fault on the part of the borrower, he is not answerable for the same.

RCC—550, 577, 2155, 2719 *et seq.*, 2940, 2945.

RCC 1870, Art. 2902.

Same as above.

CC 1825, Art. 2873.

Same as above,

(No reference in Projet)

Si la chose se détériore par le seul effet de l'usage pour lequel elle a été empruntée, et sans aucune faute de la part de l'emprunteur, il n'en est pas tenu.

Art. 2903

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CC 1808, p. 404, Art. 12.
Same as above.

-p. 405, Art. 12.
Same as above; but comma (,) after
"détérioré."

CN 1804, Art. 1884.
Same as above.

Si la chose se détériore par le seul effet de l'usage pour lequel elle a été empruntée, et sans aucune faute de la part de l'emprunteur, il n'est pas tenu de la détérioration.

Projet du Gouvernement (1800), Book III, Title XV, Art. 12.
Same as above.

Same as CC 1808, p. 405, Art. 12, above; but no punctuation after "détérioré."

ART. 2903. The borrower is not at liberty to keep the thing as a compensation for what the lender owes him.

RCC—11, 2150, 2207, 2209, 2210, 2955, 2956, 3217.

RCC 1870, Art. 2903.
Same as above.

CC 1825, Art. 2874.
Same as above.

(No reference in Projet)

L'emprunteur ne peut pas retenir la chose, par compensation de ce que le prêteur lui doit.

CC 1808, p. 404, Art. 13.
Same as above.

-p. 405, Art. 13.
Same as above.

CN 1804, Art. 1885.
Same as above.

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

ART. 2904. If, in order to use the thing, the borrower be compelled to go to some expense, he has no right to be reimbursed by the lender.

RCC—2314, 2898, 2908, 2960.

RCC 1870, Art. 2904.
Same as above.

CC 1825, Art. 2875.
Same as above.

(No reference in Projet)

Si, pour user de la chose, l'emprunteur est tenu à quelque dépense, il ne peut pas la répéter.

CC 1808, p. 404, Art. 14.
Same as above.

-p. 405, Art. 14.
Same as above.

CN 1804, Art. 1886.

If, in order to use the thing, the borrower has gone to some expense, he has no right to be reimbursed by the lender.

Si, pour user de la chose, l'emprunteur a fait quelque dépense, il ne peut pas la répéter.

Projet du Gouvernement (1800), Book III, Title XV, Art. 14.

Same as CC 1808, p. 404, Art. 14, above.

Same as CC 1808, p. 405, Art. 14, above.

ART. 2905. If several persons have jointly borrowed the same object, they are bound for it *in solido* to the lender.

RCC—2091, 2093, 2107, 2113, 2957.

RCC 1870, Art. 2905.

Same as above.

CC 1825, Art. 2876.

Same as above.

(Projet, p. 342. Addition adopted; no comment)

Si plusieurs ont conjointement emprunté la même chose, ils en sont solidairement responsables envers le prêteur.

CC 1808. No corresponding article.

CN 1804, Art. 1887.

Same as CC 1825, Art. 2876, above. Same as CC 1825, Art. 2876, above.

Section 3—OF THE OBLIGATIONS OF THE LENDER FOR USE

ART. 2906. The lender can take back the thing lent, only after the time agreed on; or, if no agreement has been entered into in that respect, after it has been employed to the use for what [which] it was borrowed.

RCC—1764, 1776, 1901, 2048 *et seq.*, 2727, 2907, 2917, 2955.

RCC 1870, Art. 2906.

Same as above.

(Same as Art. 2906 of Proposed Revision of 1869)

CC 1825, Art. 2877.

The lender cannot take back the thing lent, but after the time agreed on; or, if no agreement has been entered into in that respect, after it has been employed to the use for what [which] it was borrowed.

(No reference in Projet)

Le prêteur ne peut retirer sa chose qu'après le terme convenu, ou, à défaut de convention, qu'après qu'elle a servi à l'usage pour lequel elle a été empruntée.

CC 1808, p. 404, Art. 15.

The lender cannot take back this thing lent, but after the time agreed on; or if no agreement has been entered into in that respect, after it has been employed to the use for which it was borrowed.

p. 405, Art. 15.

Same as above; but "lequel" misspelled "laquelle"; comma (,) after "chose."

CN 1804, Art. 1888.

Same as above.

Le prêteur ne peut retirer la chose prêtée qu'après le terme convenu, ou, à défaut de convention, qu'après qu'elle a servi à l'usage pour lequel elle a été empruntée.

Projet du Gouvernement (1800), Book III, Title XV, Art. 15.

Same as above.

Same as CC 1808, p. 405, Art. 15, above; but "laquelle" correctly spelled "lequel"; no punctuation after "chose."

ART. 2907. Nevertheless, if during the interval, or before the borrower has done with the thing, the lender be in an urgent and unforeseen need of this thing, the judge may, according to circumstances, compel the borrower to return it to him.

RCC—2052, 2732, 2734, 2906, 2917, 2918, 2955.

RCC 1870, Art. 2907.

Same as above.

- CC 1825, Art. 2878.** (No reference in Projet)
 Same as above; but comma (,) after "if."
 Néanmoins, si pendant ce délai, ou avant que le besoin de l'emprunteur ait cessé, il survient au prêteur un besoin pressant et imprévu de la chose, le juge peut, suivant les circonstances, obliger l'emprunteur à la lui rendre.
- CC 1808, p. 404, Art. 16.**
 Nevertheless if, during the interval, or before the borrower has done with the thing, the lender be in an urgent and unforeseen need of his thing, the judge may according to circumstances, compel the borrower to return it to him.
- CN 1804, Art. 1889.**
 Same as above.
- p. 405, Art. 16.**
 Same as above; but comma (,) after "si."
 Néanmoins, si, pendant ce délai, ou avant que le besoin de l'emprunteur ait cessé, il survient au prêteur un besoin pressant et imprévu de sa chose, le juge peut, suivant les circonstances, obliger l'emprunteur à la lui rendre.

ART. 2908. If, during the loan, the borrower was obliged for the preservation of the thing to go to some extraordinary expense, necessary and so urgent that he could not give notice of the same to the lender, the lender shall be bound to reimburse him for the same.

RCC—594, 1256, 1257, 1259, 1965, 2299, 2314, 2509, 2510, 2587, 2598, 2717, 2900, 2904, 2960, 3167, 3217.

- RCC 1870, Art. 2908.**
 Same as above.
- CC 1825, Art. 2879.** (No reference in Projet)
 Same as above; but comma (,) after "obliged", and after "necessary."
 Si, pendant la durée du prêt, l'emprunteur a été obligé, pour la conservation de la chose, à quelque dépense extraordinaire, nécessaire, et tellement urgente qu'il n'ait pas pu en prévenir le prêteur, celui-ci sera tenu de la lui rembourser.
- CC 1808, p. 404, Art. 17.**
 Same as above; but no punctuation after "If", or after "expense"; comma (,) after "thing", and after "urgent."
-p. 405, Art. 17.
 Same as above; but comma (,) after "urgente."
- CN 1804, Art. 1890.**
 Same as above.
 Same as above; but no punctuation after "urgente."

ART. 2909. When the thing lent has defects of such a nature that it may occasion injury to the person who uses it, the lender is answerable for the consequences, if he knew the defects and did not apprise the borrower of them.

RCC—1832, 1847, 1934, 2315, 2476, 2520 *et seq.*, 2545, 2695, 2916.

- RCC 1870, Art. 2909.**
 Same as above.

CC 1825, Art. 2880. (Projet, p. 343. Addition adopted; no comment)
Same as above; but comma (,) after "the defects."

Lorsque la chose prêtée a des défauts tels, qu'elle puisse causer du préjudice à celui qui s'en sert, le prêteur est responsable, s'il connaissait les défauts, et n'en a pas averti l'emprunteur.

CC 1808. No corresponding article.

CN 1804, Art. 1891.

Same as CC 1825, Art. 2880, above. Same as CC 1825, Art. 2880, above; but no punctuation after "les défauts."

Chapter 2—OF THE LOAN FOR CONSUMPTION, OR MUTUUM

Section 1—OF THE NATURE OF THE LOAN FOR CONSUMPTION

ART. 2910. The loan for consumption is an agreement by which one person delivers to another a certain quantity of things which are consumed by the use, under the obligation, by the borrower, to return to him as much of the same kind and quality.

RCC—472, 549, 1761, 1765, 1771, 1773, 2156, 2863, 2891, 2893, 2896, 2911 *et seq.*, 2920, 2925, 2941.

RCC 1870, Art. 2910.

Same as above.

CC 1825, Art. 2881.

(No reference in Projet)

Same as above.

Le prêt de consommation est une convention, par laquelle l'un livre à l'autre une certaine quantité de choses qui se consomment par l'usage, à la charge par ce dernier de lui en rendre autant, de même espèce et qualité.

CC 1808, p. 404, Art. 18.

Same as above; but no punctuation after "obligation", or after "borrower."

-p. 405, Art. 18.

Le prêt simple, est une convention par laquelle, l'un livre à l'autre une certaine quantité de choses qui se consomment par l'usage, à la charge, par ce dernier, de lui en rendre autant, de même espèce et qualité.

CN 1804, Art. 1892.

The loan for consumption is a contract by which one of the parties delivers to the other a certain quantity of things which are consumed by the use, under the obligation by the borrower to return to him as much of the same kind and quality.

Le prêt de consommation est un contrat par lequel l'une des parties livre à l'autre une certaine quantité de choses qui se consomment par l'usage, à la charge par cette dernière de lui en rendre autant de même espèce et qualité.

Projet du Gouvernement (1800), Book III, Title XV, Art. 18.

Same as CC 1808, p. 404, Art. 18, above.

Same as CC 1808, p. 405, Art. 18, above; but no punctuation after "simple", after "laquelle", after "charge", after "dernier", or after "autant."

ART. 2911. By the effect of this loan the borrower becomes the owner of the thing lent, and if it be destroyed, in whatever manner the same may have happened, the loss is on his account.

RCC—1909, 2138, 2895, 2910, 2912, 3166.

RCC 1870, Art. 2911.

Same as above.

CC 1825, Art. 2882.

Same as above.

(No reference in Projet)

Par l'effet de ce prêt, l'emprunteur devient le propriétaire de la chose prêtée, et c'est pour lui qu'elle péricule de quelque manière que cette perte arrive.

CC 1808, p. 404, Art. 19.

Same as above; but comma (,) after "loan"; semicolon (;) after "lent."

-p. 405, Art. 19.

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

CN 1804, Art. 1893.

Same as above.

Same as above; but semicolon (;) after "prêtée."

ART. 2912. Any thing which is such that it may be returned of the same kind and quality, may be given as a loan for consumption; but things which, although of the same kind, still may differ from each other in quality,* as beasts and the like,** can not be lent after this manner.

RCC—1798, 1885, 2893, 2896, 2910, 2911.

RCC 1870, Art. 2912.

Same as above.

CC 1825, Art. 2883.

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

(No reference in Projet)

On peut donner à titre de prêt de consommation, tout ce qui est tel qu'on peut en rendre de même espèce et qualité; mais on ne peut pas donner à ce titre des choses qui, quoique de même espèce, diffèrent dans l'individu,* comme des animaux.**

CC 1808, p. 404, Art. 20.

Same as above; but no punctuation after "such", or after "things which"; comma (,) after "consumption."

-p. 405, Art. 20.

Same as above; but comma (,) after "tel", after "pas donner", and after "ce titre."

CN 1804, Art. 1894.

Things which, although of the same kind, differ from each other individually, as beasts, cannot be given as a loan for consumption: it is then a loan for use.

On ne peut pas donner à titre de prêt de consommation, des choses qui, quoique de même espèce, diffèrent dans l'individu, comme les animaux: alors c'est un prêt à usage.

Projet du Gouvernement (1800), Book III, Title XV, Art. 20.

Anything which is such that it may be returned of the same kind and quality may be given as a loan; but things which, although of the same kind, still may differ from each other individually, as beasts, cannot be lent after this manner.

On peut donner à titre de prêt tout ce qui est tel qu'on peut en rendre de même espèce et qualité; mais on ne peut pas donner à ce titre, des choses qui, quoique de même espèce, diffèrent dans l'individu, comme les animaux.

*Note error in English translation of French text; "in quality" should be "individually."

**"And the like" has no counterpart in French text.

ART. 2913. The obligation which results from a loan of money, can never be more than the numerical sum mentioned in the contract.

If there has been augmentation or diminution in the value of the money before the time of the payment, the debtor is bound to return nothing more than the numerical sum which was lent to him, in such money as has currency at the time of the payment.

RCC—2150, 2210, 2910, 2914, 2915, 2944.

RCC 1870, Art. 2913. (Same as Art. 2913 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2884. (No reference in Projet)

Par. 1 same as par. 1, above; but comma (,) after "obligation." L'obligation, qui résulte d'un prêt en argent, n'est toujours que de la somme numérique énoncée au contrat.

If there has been augmentation or diminution in the value of the specie before the time of the payment, the debtor is bound to return nothing more than the numerical sum which was lent to him, in such specie as has currency at the time of the payment. S'il y a eu augmentation ou diminution d'espèces, avant l'époque du payement, le débiteur doit rendre la somme numérique prêtée, et ne doit rendre que cette somme, dans les espèces ayant cours au moment du payement.

CC 1808, p. 406, Art. 21.

Par. 1 same as par. 1, above; but no punctuation after "obligation." -p. 407, Art. 21.
Same as above; but no punctuation after "obligation."

If there has been augmentation or diminution in the value of the species before the time of the payment, the debtor is bound to return nothing more than the numerical sum which was lent to him, in such species as has currency at the time of the payment.

CN 1804, Art. 1895.

Same as above; RCC 1870 preferred. Same as above; but no punctuation after "d'espèces", or after "cette somme."

ART. 2914. The rule in the preceding article does not obtain, if the loan has been made in bullion.*

RCC—2210, 2913.

RCC 1870, Art. 2914. (Same as Art. 2914 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2885. (No reference in Projet)

The rule in the preceding article does not take place, if the loan has been made in bullion.* La règle portée en l'article précédent, n'a pas lieu, si le prêt a été fait en lingots ou en marcs.*

CC 1808, p. 406, Art. 22.

Same as above; but no punctuation after "place." -p. 407, Art. 22.
Same as above.

CN 1804, Art. 1896.

Same as above. La règle portée en l'article précédent n'a pas lieu, si le prêt a été fait en lingots.

Projet du Gouvernement (1800), Book III, Title XV, Art. 22.

The rule stated in the preceding article does not obtain, if the loan had been made in bullion or by weight. La règle portée en l'article précédent n'a pas lieu, si le prêt avait été fait en lingots ou en marcs.

*English translation of French text incomplete; should include "or by weight."

ART. 2915. If provisions have been lent, whatever be the increase or diminution of their price, the debtor is still bound to return the same quantity and quality, and he is bound to return no more.

RCC—2150, 2156, 2910, 2913.

RCC 1870, Art. 2915.

Same as above.

CC 1825, Art. 2886.

Same as above.

(No reference in Projet)

Si ce sont des denrées qui ont été prêtées, quelque [quelle quel] soit l'augmentation ou diminution de leur prix, le débiteur doit toujours rendre la même quantité et qualité, et ne doit rendre que cela.

CC 1808, p. 406, Art. 23.

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

-p. 407, Art. 23.

Same as above.

CN 1804, Art. 1897.

If bullion or provisions have been lent, whatever be the increase or the diminution of their price, the debtor is still bound to return the same quantity and quality, and he is bound to return no more.

Si ce sont des lingots ou des denrées qui ont été prêtés, quelle que soit l'augmentation ou la diminution de leur prix, le débiteur doit toujours rendre la même quantité et qualité, et ne doit rendre que cela.

Projet du Gouvernement (1800), Book III, Title XV, Art. 23.

Same as CC 1808, p. 406, Art. 23, above.

Si ce sont des denrées qui ont été prêtées, quelle que soit l'augmentation ou la diminution de leur prix, le débiteur doit toujours rendre la même quantité et qualité, et ne doit rendre que cela.

Section 2—OF THE OBLIGATIONS OF THE LENDER
FOR CONSUMPTION

ART. 2916. In the loan for consumption, the lender is subject to the responsibility above established with respect to the vices of the thing lent for use.

RCC—2909.

RCC 1870, Art. 2916.

Same as above.

CC 1825, Art. 2887.

Same as above.

(Projet, p. 343. Amendment adopted; no comment)

Dans le prêt de consommation, le prêteur est tenu de la responsabilité établie ci-dessus à l'égard des vices de la chose prêtée à usage.

CC 1808, p. 406, Art. 24.

The lender is answerable for the defects of the things which he lends, when they are not fit for the use to which they were intended, as if the money be counterfeited or the corn spoiled.

-p. 407, Art. 24.

Le prêteur est tenu des défauts des choses qu'il prête, lorsqu'elles ne sont pas propres à l'usage auxquelles [auquel] elles sont destinées; comme si l'argent est faux, ou les grains corrompus.

CN 1804, Art. 1898.

In the loan for consumption, the lender is subject to the responsibility established by Article 1891 with respect to the loan for use.

Dans le prêt de consommation, le prêteur est tenu de la responsabilité établie par l'article 1891 pour le prêt à usage.

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

Same as CC 1808, p. 406, Art. 24, above.

Same as CC 1808, p. 407, Art. 24, above; but "auxquelles" correctly spelled "auquel."

ART. 2917. The lender can not claim the thing lent before the time agreed on.

If no term has been agreed on for the restitution, the judge may grant a delay according to circumstances.

RCC—1776, 2048, 2050 *et seq.*, 2153, 2906, 2907, 2918 *et seq.*

RCC 1870, Art. 2917.*

Same as above.

CC 1825, Art. 2888.

(No reference in Projet)

Same as above.

Le prêteur ne peut pas demander les choses prêtées avant le temps convenu. S'il n'a pas été fixé de terme pour la restitution, le juge peut accorder un délai, suivant les circonstances.

CC 1808, p. 406, Art. 25.

Par. 1 same as par. 1, above.

If no term has been agreed on for the restitution, the judge may grant a delay according to the circumstances.

-p. 407, Art. 25.

Same as above.

CN 1804, Art. 1899.

The lender cannot reclaim the thing lent before the term agreed on.

Le prêteur ne peut pas redemander les choses prêtées, avant le terme convenu.

-Art. 1900.

If no term has been agreed on for the restitution, the judge may grant a delay to the borrower according to the circumstances.

S'il n'a pas été fixé de terme pour la restitution, le juge peut accorder à l'emprunteur un délai suivant les circonstances.

Projet du Gouvernement (1800), Book III, Title XV, Art. 25, par. 2.

Same as CC 1808, p. 406, Art. 25, par. 2, above.

Same as CC 1808, p. 407, Art. 25, par. 2, above; but no punctuation after "délai."

*Official edition reads "Art. 2617."

ART. 2918. No delay shall be granted if the loan has been stipulated as exigible at will.

RCC—2050, 2153, 2907, 2917, 2919.

RCC 1870, Art. 2918.

Same as above.

CC 1825, Art. 2889.

(No reference in Projet)

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

Il n'en peut être accordé aucun, si le prêt a été stipulé restituable à volonté.

Art. 2919

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CC 1808, p. 406, Art. 26.

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

-p. 407, Art. 26.

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

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XV, Art. 26.

Same as CC 1808, p. 406, Art. 26, above.

Same as CC 1808, p. 407, Art. 26, above; but no punctuation after "stipulé."

ART. 2919. If it was agreed only that the borrower should pay when he could, or when he should have the means so to do, he ought to be sentenced to pay as soon as he appears to be able so to do.

RCC—2050, 2153, 2917, 2918.

RCC 1870, Art. 2919.

Same as above.

CC 1825, Art. 2890.

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

(No reference in *Projet*)

S'il a été seulement convenu que l'emprunteur payerait, quand il le pourrait ou quand il en aurait les moyens, il doit être condamné à payer dès qu'il paraît qu'il est en état de le faire.

CC 1808, p. 406, Art. 27.

Same as above; but no punctuation after "could", or after "to pay."

-p. 407, Art. 27.

S'il a été seulement convenu, que l'emprunteur payerait quand il le pourrait, ou quand il en aurait le moyen, il doit être condamné à payer, dès qu'il paraît qu'il est en état de le faire.

CN 1804, Art. 1901.

If it was agreed only that the borrower should pay when he could, or when he should have the means so to do, the judge shall fix a term for his payment according to the circumstances.

S'il a été seulement convenu que l'emprunteur paierait quand il le pourrait, ou quand il en aurait les moyens, le juge lui fixera un terme de paiement suivant les circonstances.

Projet du Gouvernement (1800), Book III, Title XV, Art. 27.

Same as CC 1808, p. 406, Art. 27, above.

Same as CC 1808, p. 407, Art. 27, above; but no punctuation after "convenu", or after "payer."

**Section 3—OF THE ENGAGEMENTS OF THE BORROWER
FOR CONSUMPTION**

ART. 2920. The borrower is obliged to restore the thing lent in the same quantity and condition,* and at the place and time agreed on.

If no spot has been fixed on for the restitution, it must be made at the place where the loan was made.

RCC—546, 549, 1764, 1914, 2048, 2050 *et seq.*, 2156, 2157, 2910, 2917, 2921, 2922, 2953, 2954.

RCC 1870, Art. 2920.

Same as above.

CC 1825, Art. 2891. (Projet, p. 343. Amendment adopted; no comment)

Same as above.

L'emprunteur est tenu de rendre la chose prêtée, en même quantité et qualité,* et au lieu et au terme convenu.

S'il n'a pas été fixé de lieu pour la restitution, il doit la faire au lieu où s'est fait le prêt.

CC 1808, p. 406, Art. 28.

The first engagement of the borrower is to return the things lent in the same quantity and quality and at the time appointed.

-p. 407, Art. 28.

Le premier engagement de l'emprunteur, est de rendre la chose prêtée, en même quantité et qualité, et au terme convenu.

CN 1804, Art. 1902.

The borrower is obliged to restore the things lent in the same quantity and quality, and at the time agreed on.

L'emprunteur est tenu de rendre les choses prêtées, en même quantité et qualité, et au terme convenu.

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

Same as CC 1808, p. 406, Art. 28, above.

Le premier engagement de l'emprunteur est de rendre les choses prêtées, en même quantité et qualité, et au terme convenu.

*Note error in English translation of French text; "condition" should be "quality."

ART. 2921. If it be impossible for him to fulfill his engagement, he is bound to pay the value of the things lent, taking into consideration the time and place when they ought to have been returned according to the agreement.

If the time and place have not been regulated, the payment is made according to the price which the thing is worth at the time and place where the demand is made.

RCC—1914, 2050, 2157, 2920, 2922, 2953.

RCC 1870, Art. 2921.

Same as above.

CC 1825, Art. 2892. (No reference in Projet)

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

S'il est dans l'impossibilité d'y satisfaire, il est tenu d'en payer la valeur, eu égard au temps et au lieu où la chose devait être rendue par la convention.

Si ce temps et ce lieu n'ont pas été réglés, le paiement se fait au prix du temps et du lieu où la demande est faite.

CC 1808, p. 406, Art. 29.

Par. 1 same as par. 1, above; but no punctuation after "returned."

If said time and place have not been regulated, the payment is made according to the rate of the time and place where the demand is made.

-p. 407, Art. 29.

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

CN 1804, Art. 1903.

Par. 1 same as par. 1, above.

S'il est dans l'impossibilité d'y satisfaire, il est tenu d'en payer la valeur eu égard au temps et au lieu où la chose devait être rendue d'après la convention.

If the time and place have not been regulated, the payment is made according to the price which the thing was worth at the time and place where the loan was made.

Si ce temps et ce lieu n'ont pas été réglés, le paiement se fait au prix du temps et du lieu où l'emprunt a été fait.

Projet du Gouvernement (1800), Book III, Title XV, Art. 29.

Same as CC 1808, p. 406, Art. 29, above; RCC 1870 preferred.

Same as CC 1808, p. 407, Art. 29, above; but no punctuation after "valeur", or after "rendue."

ART. 2922. If the borrower does not return the things lent or their value, at the time appointed, he shall be bound to pay interest from the time that a judicial demand of it has been made.

RCC—1934 *et seq.*, 2917, 2920, 2921, 2923, 2924.

RCC 1870, Art. 2922.

Same as above.

CC 1825, Art. 2893.

(No reference in *Projet*)

Same as above; but comma (,) after "lent"; no punctuation after "value."

Si l'emprunteur ne rend pas les choses prêtées ou la valeur, au terme convenu, il en doit l'intérêt du jour de la demande en justice.

CC 1808, p. 406, Art. 30.

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

-p. 407, Art. 30.

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

CN 1804, Art. 1904.

Same as above.

Si l'emprunteur ne rend pas les choses prêtées ou leur valeur au terme convenu, il en doit l'intérêt du jour de la demande en justice.

Chapter 3—OF LOAN ON INTEREST

ART. 2923. It is lawful to stipulate interest for a simple loan, whether of money or other movable things.

RCC—472, 1768, 1774, 1935 *et seq.*, 2346, 2553, 2674, 2800, 2858, 2922, 2924, 2925, 3169. CP—157, 553, 554. Acts 1912, No. 240; 1928, E.S., No. 7.

RCC 1870, Art. 2923.

Same as above.

CC 1825, Art. 2894.

(No reference in *Projet*)

Same as above.

Il est permis de stipuler des intérêts pour simple prêt, soit d'argent, soit d'autres choses mobilières.

CC 1808, p. 408, Art. 31.

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

-p. 409, Art. 31.

Same as above.

CN 1804, Art. 1905.

It is lawful to stipulate interest for a simple loan, whether of money, provisions, or other movable things.

Il est permis de stipuler des intérêts pour simple prêt soit d'argent, soit de denrées, ou autres choses mobilières.

Projet du Gouvernement (1800), Book III, Title XV, Art. 31.

Same as CC 1808, p. 408, Art. 31, above.

Same as CC 1808, p. 409, Art. 31, above; but no punctuation after "prêt."

ART. 2924. Interest is either legal or conventional. Legal interest is fixed at the following rates, to wit:

At five per cent on all sums which are the object of a judicial demand. Whence this is called judicial interest;

And on sums discounted at banks at the rate established by their charters.*

The amount of the conventional interest cannot exceed eight per cent. The same must be fixed in writing; testimonial proof of it is not admitted in any case.

Except in the cases herein provided, if any persons shall pay on any contract a higher rate of interest than the above, as discount or otherwise, the same may be sued for and recovered within two years from the time of such payment.

The owner or discounter of any note or bond or other written evidence of debt for the payment of money, payable to order or bearer or by assignment, shall have the right to claim and recover the full amount of such note, bond or other written evidence of debt and all interest not beyond eight per cent per annum interest that may accrue thereon, notwithstanding that the rate of interest or discount at which the same may be or may have been discounted has been beyond the rate of eight per cent per annum interest or discount; but this provision shall not apply to the banking institutions of this State in operation under existing laws.

The owner of any promissory note, bond or other written evidence of debt for the payment of money to order or bearer or transferrable [transferable] by assignment shall have the right to collect the whole amount of such promissory note, bond or other written evidence of debt for the payment of money, notwithstanding such promissory note [,] bond or other written evidence of debt for the payment of money may include a greater rate of interest or discount than eight per cent per annum; provided such obligation shall not bear more than eight per cent per annum after maturity until paid.

Provided however where usury is a defense to a suit on a promissory note or other contract of similar character, that it is permissible for the defendant to show said usury whether same was given by way of discount or otherwise, by any competent evidence. (As amended by Acts 1908, No. 68)

RCC—1935 *et seq.*, 2054, 2374, 2553, 2922, 2923, 3015, 3025. CP—553, 554. Acts 1908, No. 31; 1912, No. 240; 1916, No. 102; 1928, E.S., No. 7. RS—299, 316, 1887, 1890.

RCC 1870, Art. 2924.

(Same as Art. 2924 of Proposed Revision of 1869; par. 5 in conformity with Acts 1844, No. 25, §1, and Acts 1855, No. 291, §2 [RS §1884]; par. 6 similar to Acts 1844, No. 25, §2, and Acts 1855, No. 291, §3 [RS §1885]; par. 7 similar to Acts 1856, No. 161; par. 8 similar to Acts 1860, No. 62, §1 [RS §§337, 1889])

Pars. 1-3 same as pars. 1, 2, above; but period (.) after "cent"; comma (,) after "demand."

And on sums discounted by banks, at the rate established by their charters.*

Par. 5 same as par. 4, above.

Except in the cases herein provided, if any person shall pay on any contract a higher rate of interest than the above, as discount or otherwise, the same may be sued for and recovered within twelve months from time of such payment.

Par. 7 same as par. 6, above; but comma (,) after "or bond"; period (.) after "beyond eight per cent", and after "of eight per cent."

The owner of any promissory note, bond or other written evidence of debt for the payment of money, to order or bearer or transferable by assignment, shall have the right to collect the whole amount of such promissory note, bond or other written evidence of debt for the payment of money, notwithstanding such promissory note, bond or other evidence of debt for the payment of money may include a greater rate of interest or discount than eight per cent. per annum; provided, such obligation shall not bear more than eight per cent. per annum after maturity until paid.

CC 1825, Art. 2895. (Projet, p. 343. Amendment † adopted; no comment)

Pars. 1-4 same as pars. 1-4, above; but comma (,) after "cent."

L'intérêt est légal ou conventionnel.

L'intérêt légal est fixé, savoir:

A cinq pour cent sur toutes les sommes qui sont l'objet d'une demande judiciaire, ce qui fait que cet intérêt s'appèle [s'appelle] intérêt judiciaire;

Et quant à l'intérêt des sommes escomptées par les banques, au taux établi par leurs chartes.

The amount of the conventional interest cannot exceed ten per cent. The same must be fixed in writing; and testimonial proof of it is not admitted in any case.

Le taux de l'intérêt conventionnel ne peut excéder dix pour cent; il doit être fixé par écrit, et la preuve testimoniale ne s'en admet dans aucun cas.

CC 1808, p. 408, Art. 32.

The interest is either legal or conventional.

The legal interest is fixed by the laws of this territory, to wit:

At five per cent. on all sums which are the object of a judicial demand, whence this interest is called judicial interest: and six per cent. for the interest of sums discounted by banks.

Par. 4 same as par. 5, above; but no punctuation after "writing."

-p. 409, Art. 32.

Par. 1 same as par. 1, above.

L'intérêt légal est fixé par les lois de ce territoire, savoir:

Par. 3 same as par. 3, above; but "s'appèle" correctly spelled "s'appelle."

Et à six pour cent pour l'intérêt des sommes escomptées par les banques;

Par. 5 same as par. 5, above.

CN 1804, Art. 1907.

Interest is either legal or conventional. Legal interest is fixed by law. Conventional interest may exceed the legal rate whenever the law does not prohibit it.

The amount of conventional interest must be fixed in writing.

L'intérêt est légal ou conventionnel. L'intérêt légal est fixé par la loi. L'intérêt conventionnel peut excéder celui de la loi toutes les fois que la loi ne le prohibe pas.

Le taux de l'intérêt conventionnel doit être fixé par écrit.

*In connection with this paragraph see Acts 1855, No. 166, §25 [RS §§299, 1887], and Acts 1866, No. 33 [RS §§316, 1890].

ART. 2925. The release of the principal, without any reserve as to interest, raises the presumption that it also has been paid, and operates a release of it.

RCC—2164, 2285, 2287, 2910, 2923.

RCC 1870, Art. 2925.

Same as above.

CC 1825, Art. 2896.

Same as above.

(Projet, p. 344. Addition adopted; no comment)

La quittance du capital, donnée sans réserve des intérêts, en fait présumer le payement, et en opère la libération.

CC 1808. No corresponding article.

CN 1804, Art. 1908.

Same as CC 1825, Art. 2896, above.

Same as CC 1825, Art. 2896, above; but no punctuation after "capital."