Title VIII. Of Exchange (Art. 2660 - 2667)

Louisiana
TITLE VIII—OF EXCHANGE

ART. 2660. Exchange is a contract, by which the parties to the contract give to one another, one thing for another, whatever it be, except money; for in that case it would be a sale.

RCC—1382, 1761, 1764 et seq., 1768, 1771, 1774, 1778, 1779, 1907 et seq., 1968, 2439, 2456, 2461, 2464, 2661, 3485.

RCC 1870, Art. 2660. (Same as Art. 2660 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2630. (No reference in Projet)
An exchange is a contract, by which the contractors give to one another, one thing for another, whatever it be, except money, for in that case it would be a sale.

CC 1808, p. 370, Art. 1. Same as above; but no punctuation after "contract", after "one another", or after "for another."

CN 1804, Art. 1702. Exchange is a contract by which the contractors give to one another one thing for another.

Projet du Gouvernement (1800), Book III, Title XII, Art. 1. Same as CC 1808, p. 370, Art. 1, above.

ART. 2661. An exchange takes place by the bare consent of the parties.

RCC—1766, 1797, 1803, 1819, 1907, 1910, 2439, 2456, 2462, 2660, 2667.

RCC 1870, Art. 2661. Same as above.

CC 1825, Art. 2631. (No reference in Projet)
An exchange takes place by the bare consent of the parties only.

CC 1808, p. 370, Art. 2. Same as above.
ART. 2662. If one of the exchangers, after having received the thing given to him in exchange, learn that the other exchanger is not the proprietor of that thing, he cannot be compelled to deliver that which he had promised to give in exchange; he is only bound to return the thing which he has received.

RCC—2452, 2487, 2500 et seq., 2557.

RCC 1870, Art. 2662.
Same as above.

CC 1825, Art. 2632.
Same as above.

CC 1808, p. 370, Art. 3.
Same as above; but no punctuation after "exchangers"; comma (,) after "give in exchange"; "learn" spelled "learns."

ART. 2663. The exchanger, who is evicted by a judgment* of the thing he has received in exchange, has his choice either to sue for damages or for the thing he gave in exchange.

RCC—1926, 1930, 2046, 2047, 2475, 2485, 2500 et seq., 2517, 2518.

RCC 1870, Art. 2663.
Same as above.
Art. 2664

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CC 1825, Art. 2633. (No reference in Projet)

Same as above.

CC 1808, p. 370, Art. 4.

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

CN 1804, Art. 1705.

The exchanger, who is evicted of the thing he has received in exchange, has his choice either to sue for damages or for the thing he gave in exchange.

"*"By a judgment" has no counterpart in French text.

ART. 2664. The rescission of the contract on account of lesion is not allowed in contracts of exchange, except in the following* cases.

RCC—1398, 1819, 1860 et seq., 2589 et seq., 2593, 2594, 2665, 2666.

RCC 1870, Art. 2664. (Same as Art. 2664 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2634. (No reference in Projet)

The rescission of contract on account of lesion is not allowed in contracts of exchange, except in the following* cases.

CC 1808, p. 370, Art. 5. -p. 371, Art. 5.

Same as above; but comma (,) after "rescission", and after "lesion"; colon (:) after "suivans."

CN 1804, Art. 1706.

The rescission of the contract on account of lesion is not allowed in contracts of exchange.

Projet du Gouvernement (1800), Book III, Title XII, Art. 5.

The rescission of the contract on account of lesion is not allowed in contracts of exchange, except in the following two cases.

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

ART. 2665. The rescission on account of lesion beyond moiety takes place, when one party gives immovable property to the other in exchange for movable property; in that case, the person having given the immovable estate may obtain a rescission, if the moveables which he has received, are not worth more than the one-half of the value of the real estate.

But he who has given movable property in exchange for immovable estate, can not obtain a rescission of the contract, even in case the things given by him were worth twice as much as the immovable estate. (As amended by Acts 1871, No. 87)

RCC—1768, 1861 et seq., 1870, 1881, 2589, 2590, 2593, 2664.
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RCC 1870, Art. 2665. (Same as Art. 2665 of Proposed Revision of 1869)

The rescission on account of lesion, beyond moiety, takes place when one party gives immovable property to the other in exchange for movable property; in that case, the person having given the immovable estate may obtain a rescission, if the moveables which he has received, are not worth the one-half of the value of the immovable estate.

But he who has given movable property in exchange for immovable estate, can not obtain a rescission of the contract, even in case the things given by him were worth more than twice as much as the immovable estate.

CC 1825, Art. 2635. (No reference in Projet)

Same as RCC 1870, Art. 2665, as amended by Acts 1871, No. 87, above; but comma (,) after “moiety.”

CC 1808, p. 370, Art. 6.

Same as above; but comma (,) after “for moveable property”, and after “immoveable estate”; no punctuation after “case.”

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XII, Art. 6.

Same as CC 1808, p. 370, Art. 6, above.

ART. 2666. The rescission on account of lesion beyond moiety, may take place on a contract of exchange, if a balance has been paid in money or immovable [in movable] property, and if the balance paid exceeds by more than one-half the total value of the immovable property given in exchange by the person to whom the balance has been paid; in that case it is only the person who has paid such balance who may demand the rescission of the contract on account of lesion.

RCC—1768, 1863, 1870, 1881, 2589, 2593, 2664.

RCC 1870, Art. 2666. (Same as Art. 2666 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2636. (No reference in Projet)

The rescission on account of lesion beyond moiety, may take place on a contract of exchange, if a balance has been paid in money or in moveable property, and if the balance paid exceeds by one moiety the total value of the immovable property given in exchange by the person to whom the balance has been paid; in that case it is only the person who has paid such balance who may demand the rescission of the contract on account of lesion.

La rescission, pour lésion d’outre-moiété, a encore lieu dans l’échange, s’il y a eu une soulte en argent ou en effets mobiliers, et que cette soulte excède de plus de moitié la valeur de l’immeuble cédé en échange par celui à qui la soulte est payée.

Dans ce cas, la voie de rescission pour lésion ne peut appartenir qu’à celui qui a payé la soulte.
Art. 2667

CC 1808, p. 370, Art. 7.

The rescission on account of lesion beyond moiety, may take place on a contract of exchange, if a balance has been paid in money or in moveable property; and if the balance paid exceeds by one moiety the total value of the immovable property given in exchange by the person to whom the said balance has been paid; in that case it is only the person who has paid such a balance who may demand the rescission of the contract on account of lesion.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XII, Art. 7.

The rescission on account of lesion beyond moiety, may take place on a contract of exchange,

If a balance has been paid in money or in movable property, and if the balance paid exceeds by one moiety the total value of the inmoveable property given in exchange by the person to whom the balance has been paid.

In that case, it is only the person who has received such balance who may demand the rescission of the contract on account of lesion.

ART. 2667. All the other provisions relative to the contract of sale apply to the contract of exchange.

And in this last contract each of the parties is individually considered both as vendor and vendee.

RCC—1799, 2438 et seq., 2661.

RCC 1870, Art. 2667. (Same as Art. 2667 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2637. (No reference in Projet)

Par. 1 same as par. 1, above.

And in this contract each of the parties is individually considered in the double sight of vendor and vendee.

CC 1808, p. 370, Art. 8.

Par. 1 same as par. 1, above.

And in that said contract each one of the parties is individually considered in the double sight of vendor and vendee.

CN 1804, Art. 1707.

Same as par. 1, above.

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

Same as CC 1808, p. 370, Art. 8, above.