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TITLE III - OBLIGATIONS IN GENERAL

CHAPTER 1 - GENERAL PRINCIPLES

Art. 1756. An obligation is a legal relationship whereby a person, called the obligor, is bound to render a performance in favor of another, called the obligee. Performance may consist of giving, doing, or not doing something. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1757. Obligations arise from contracts and other declarations of will. They also arise directly from the law, regardless of a declaration of will, in instances such as wrongful acts, the management of the affairs of another, unjust enrichment and other acts or facts. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1758. A. An obligation may give the obligee the right to:

(1) Enforce the performance that the obligor is bound to render;

(2) Enforce performance by causing it to be rendered by another at the obligor's expense;

(3) Recover damages for the obligor's failure to perform, or his defective or delayed performance.

B. An obligation may give the obligor the right to:

(1) Obtain the proper discharge when he has performed in full;

(2) Contest the obligee's actions when the obligation has been extinguished or modified by a legal cause. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 1759. Good faith shall govern the conduct of the obligor and the obligee in whatever pertains to the obligation. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 2 - NATURAL OBLIGATIONS

Art. 1760. A natural obligation arises from circumstances in which the law implies a particular moral duty to render a performance. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1761. A natural obligation is not enforceable by judicial action. Nevertheless, whatever has been freely performed in compliance with a natural obligation may not be reclaimed.

A contract made for the performance of a natural obligation is onerous.

[Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1762. Examples of circumstances giving rise to a natural obligation are:

(1) When a civil obligation has been extinguished by prescription or discharged in bankruptcy.

(2) When an obligation has been incurred by a person who, although endowed with discernment, lacks legal capacity.

(3) When the universal successors are not bound by a civil obligation to execute the donations and other dispositions made by a deceased person that are null for want of form. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 3 - KINDS OF OBLIGATIONS

SECTION 1 - REAL OBLIGATIONS

Art. 1763. A real obligation is a duty correlative and incidental to a real right. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1764. A real obligation is transferred to the universal or particular successor who acquires the movable or immovable thing to which the obligation is attached, without a special provision to that effect.

But a particular successor is not personally bound, unless he assumes the personal obligations of his transferor with respect to the thing, and he may liberate himself of the real obligation by abandoning the thing. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
SECTION 2 - STRICTLY PERSONAL AND HERITABLE OBLIGATIONS

Art. 1765. An obligation is heritable when its performance may be enforced by a successor of the obligee or against a successor of the obligor.

Every obligation is deemed heritable as to all parties, except when the contrary results from the terms or from the nature of the contract.

A heritable obligation is also transferable between living persons. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1766. An obligation is strictly personal when its performance can be enforced only by the obligee, or only against the obligor.

When the performance requires the special skill or qualification of the obligor, the obligation is presumed to be strictly personal on the part of the obligor. All obligations to perform personal services are presumed to be strictly personal on the part of the obligor.

When the performance is intended for the benefit of the obligee exclusively, the obligation is strictly personal on the part of that obligee. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

SECTION 3 - CONDITIONAL OBLIGATIONS

Art. 1767. A conditional obligation is one dependent on an uncertain event.

If the obligation may not be enforced until the uncertain event occurs, the condition is suspensive.

If the obligation may be immediately enforced but will come to an end when the uncertain event occurs, the condition is resolutory. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1768. Conditions may be either expressed in a stipulation or implied by the law, the nature of the contract, or the intent of the parties. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1769. A suspensive condition that is unlawful or impossible makes the obligation null. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 1770. A suspensive condition that depends solely on the whim of the obligor makes the obligation null.

A resolutory condition that depends solely on the will of the obligor must be fulfilled in good faith. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1771. The obligee of a conditional obligation, pending fulfillment of the condition, may take all lawful measures to preserve his right. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1772. A condition is regarded as fulfilled when it is not fulfilled because of the fault of a party with an interest contrary to the fulfillment. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1773. If the condition is that an event shall occur within a fixed time and that time elapses without the occurrence of the event, the condition is considered to have failed.

If no time has been fixed for the occurrence of the event, the condition may be fulfilled within a reasonable time.

Whether or not a time has been fixed, the condition is considered to have failed once it is certain that the event will not occur. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1774. If the condition is that an event shall not occur within a fixed time, it is considered as fulfilled once that time has elapsed without the event having occurred.

The condition is regarded as fulfilled whenever it is certain that the event will not occur, whether or not a time has been fixed. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1775. Fulfillment of a condition has effects that are retroactive to the inception of the obligation.

Nevertheless, that fulfillment does not impair the validity of acts of administration duly performed by a party, nor affect the ownership of fruits produced while the condition was pending. Likewise, fulfillment of the condition does not impair the right acquired by third persons while the condition was pending. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1776. In a contract for continuous or periodic performance, fulfillment of a resolutory condition does not affect the validity of acts of performance rendered before fulfillment of the condition. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

SECTION 4 - OBLIGATIONS WITH A TERM
Art. 1777. A term for the performance of an obligation may be express or it may be implied by the nature of the contract.

Performance of an obligation not subject to a term is due immediately. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1778. A term for the performance of an obligation is a period of time either certain or uncertain. It is certain when it is fixed. It is uncertain when it is not fixed but is determinable either by the intent of the parties or by the occurrence of a future and certain event. It is also uncertain when it is not determinable, in which case the obligation must be performed within a reasonable time. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1779. A term is presumed to benefit the obligor unless the agreement or the circumstances show that it was intended to benefit the obligee or both parties. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1780. The party for whose exclusive benefit a term has been established may renounce it. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1781. Although performance cannot be demanded before the term ends, an obligor who has performed voluntarily before the term ends may not recover the performance. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1782. When the obligation is such that its performance requires the solvency of the obligor, the term is regarded as nonexistent if the obligor is found to be insolvent. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1783. When the obligation is subject to a term and the obligor fails to furnish the promised security, or the security furnished becomes insufficient, the obligee may require that the obligor, at his option, either perform the obligation immediately or furnish sufficient security. The obligee may take all lawful measures to preserve his right. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1784. When the term for performance of an obligation is not marked by a specific date but is rather a period of time, the term begins to run on the day after the contract is made, or on the day after the occurrence of the event that marks the beginning of the term, and it includes the last day of the period. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1785. Performance on term must be in accordance with the intent of the parties, or with established usage when the intent cannot be ascertained. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

SECTION 5 - OBLIGATIONS WITH MULTIPLE PERSONS

Art. 1786. When an obligation binds more than one obligor to one obligee, or binds one obligor to more than one obligee, or binds more than one obligor to more than one obligee, the obligation may be several, joint, or solidary. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 1787. When each of different obligors owes a separate performance to one obligee, the obligation is several for the obligors.

When one obligor owes a separate performance to each of different obligees, the obligation is several for the obligees.

A several obligation produces the same effects as a separate obligation owed to each obligee by an obligor or by each obligor to an obligee. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1788. When different obligors owe together just one performance to one obligee, but neither is bound for the whole, the obligation is joint for the obligors.

When one obligor owes just one performance intended for the common benefit of different obligees, neither of whom is entitled to the whole performance, the obligation is joint for the obligees. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1789. When a joint obligation is divisible, each joint obligor is bound to perform, and each joint obligee is entitled to receive, only his portion.

When a joint obligation is indivisible, joint obligors or obligees are subject to the rules governing solidary obligors or solidary obligees. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1790. An obligation is solidary for the obligees when it gives each obligee the right to demand the whole performance from the common obligor. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1791. Before a solidary obligee brings action for performance, the obligor may extinguish the obligation by rendering performance to any of the solidary obligees. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1792. Remission of debt by one solidary obligee releases the obligor but only for the portion of that obligee. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1793. Any act that interrupts prescription for one of the solidary obligees benefits all the others. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1794. An obligation is solidary for the obligors when each obligor is liable for the whole performance. A performance rendered by one of the solidary obligors relieves the others of liability toward the obligee. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1795. An obligee, at his choice, may demand the whole performance from any of his solidary obligors. A solidary obligor may not request division of the debt.

Unless the obligation is extinguished, an obligee may institute action against any of his solidary obligors even after institution of action against another solidary obligor. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1796. Solidarity of obligation shall not be presumed. A solidary obligation arises from a clear expression of the parties' intent or from the law. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 1797. An obligation may be solidary though it derives from a different source for each obligor. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1798. An obligation may be solidary though for one of the obligors it is subject to a condition or term. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1799. The interruption of prescription against one solidary obligor is effective against all solidary obligors and their heirs. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1800. A failure to perform a solidary obligation through the fault of one obligor renders all the obligors solidarily liable for the resulting damages. In that case, the obligors not at fault have their remedy against the obligor at fault. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1801. A solidary obligor may raise against the obligee defenses that arise from the nature of the obligation, or that are personal to him, or that are common to all the solidary obligors. He may not raise a defense that is personal to another solidary obligor. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1802. Renunciation of solidarity by the obligee in favor of one or more of his obligors must be express. An obligee who receives a partial performance from an obligor separately preserves the solidary obligation against all his obligors after deduction of that partial performance. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1803. Remission of debt by the obligee in favor of one obligor, or a transaction or compromise between the obligee and one obligor, benefits the other solidary obligors in the amount of the portion of that obligor.

Surrender to one solidary obligor of the instrument evidencing the obligation gives rise to a presumption that the remission of debt was intended for the benefit of all the solidary obligors. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1804. Among solidary obligors, each is liable for his virile portion. If the obligation arises from a contract or quasi-contract, virile portions are equal in the absence of agreement or judgment to the contrary. If the obligation arises from an offense or quasi-offense, a virile portion is proportionate to the fault of each obligor.

A solidary obligor who has rendered the whole performance, though subrogated to the right of the obligee, may claim from the other obligors no more than the virile portion of each.

If the circumstances giving rise to the solidary obligation concern only one of the obligors, that obligor is liable for the whole to the other obligors who are then considered only as his sureties. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1805. A party sued on an obligation that would be solidary if it exists may seek to enforce contribution against any solidary co-obligor by making him a third party defendant according to the rules of procedure, whether or not that third party has been initially sued, and whether the party seeking to enforce contribution admits or denies liability on the obligation alleged by plaintiff. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1806. A loss arising from the insolvency of a solidary obligor must be borne by the other solidary obligors in proportion to their portion.
Any obligor in whose favor solidarity has been renounced must nevertheless contribute to make up for the loss. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 6 - EXTINCTION OF OBLIGATIONS

SECTION 1 - PERFORMANCE


Art. 1855. Performance may be rendered by a third person, even against the will of the obligee, unless the obligor or the obligee has an interest in performance only by the obligor.

Performance rendered by a third person effects subrogation only when so provided by law or by agreement. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1856. An obligation that may be extinguished by the transfer of a thing is not extinguished unless the thing has been validly transferred to the obligee of performance. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1857. Performance must be rendered to the obligee or to a person authorized by him.

However, a performance rendered to an unauthorized person is valid if the obligee ratifies it.

In the absence of ratification, a performance rendered to an unauthorized person is valid if the obligee has derived a benefit from it, but only for the amount of the benefit. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1858. Performance rendered to an obligee without capacity to receive it is valid to the extent of the benefit he derived from it. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1859. A performance rendered to an obligee in violation of a seizure is not valid against the seizing creditor who, according to his right, may force the obligor to perform again.

In that case, the obligor may recover the first performance from the obligee. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1860. When the performance consists of giving a thing that is determined as to its kind only, the obligor need not give one of the best quality but he may not tender one of the worst. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1861. An obligee may refuse to accept a partial performance.

Nevertheless, if the amount of an obligation to pay money is disputed in part and the obligor is willing to pay the undisputed part, the obligee may not refuse to accept that part. If the obligee is willing to accept the undisputed part, the obligor must pay it. In either case, the obligee preserves his right to claim the disputed part. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 1862. Performance shall be rendered in the place either stipulated in the agreement or intended by the parties according to usage, the nature of the performance, or other circumstances.

In the absence of agreement or other indication of the parties’ intent, performance of an obligation to give an individually determined thing shall be rendered at the place the thing was when the obligation arose. If the obligation is of any other kind, the performance shall be rendered at the domicile of the obligor. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1863. Expenses that may be required to render performance shall be borne by the obligor. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

SUBSECTION A - IMPUTATION OF PAYMENT

Art. 1864. An obligor who owes several debts to an obligee has the right to impute payment to the debt he intends to pay. The obligor's intent to pay a certain debt may be expressed at the time of payment or may be inferred from circumstances known to the obligee. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1865. An obligor may not, without the obligee's consent, impute payment to a debt not yet due. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1866. An obligor of a debt that bears interest may not, without the obligee's consent, impute a payment to principal when interest is due. A payment made on principal and interest must be imputed first to interest. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1867. An obligor who has accepted a receipt that imputes payment to one of his debts may no longer demand imputation to another debt, unless the obligee has acted in bad faith. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1868. When the parties have made no imputation, payment must be imputed to the debt that is already due. If several debts are due, payment must be imputed to the debt that bears interest. If all, or none, of the debts that are due bear interest, payment must be imputed to the debt that is secured. If several unsecured debts bear interest, payment must be imputed to the debt that, because of the rate of interest, is most burdensome to the obligor.
If several secured debts bear no interest, payment must be imputed to the debt that, because of the nature of the security, is most burdensome to the obligor.

If the obligor had the same interest in paying all debts, payment must be imputed to the debt that became due first.

If all debts are of the same nature and became due at the same time, payment must be proportionally imputed to all. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

**SUBSECTION B - TENDER AND DEPOSIT**

Art. 1869. When the object of the performance is the delivery of a thing or a sum of money and the obligee, without justification, fails to accept the performance tendered by the obligor, the tender, followed by deposit to the order of the court, produces all the effects of a performance from the time the tender was made if declared valid by the court.

A valid tender is an offer to perform according to the nature of the obligation. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1870. If the obligor knows or has reason to know that the obligee will refuse the performance, or when the object of the performance is the delivery of a thing or a sum of money at a place other than the obligee's domicile, a notice given to the obligee that the obligor is ready to perform has the same effect as a tender. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1871. After the tender has been refused, the obligor may deposit the thing or the sum of money to the order of the court in a place designated by the court for that purpose, and may demand judgment declaring the performance valid.

If the deposit is accepted by the obligee, or if the court declares the performance valid, all expenses of the deposit must be borne by the obligee. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1872. If performance consists of the delivery of a perishable thing, or of a thing whose deposit and custody are excessively costly in proportion to its value, the court may order the sale of the thing under the conditions that it may direct, and the deposit of the proceeds. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

**SECTION 2 - IMPOSSIBILITY OF PERFORMANCE**

Art. 1873. An obligor is not liable for his failure to perform when it is caused by a fortuitous event that makes performance impossible.

An obligor is, however, liable for his failure to perform when he has assumed the risk of such a fortuitous event.

An obligor is liable also when the fortuitous event occurred after he has been put in default.

An obligor is likewise liable when the fortuitous event that caused his failure to perform has been preceded by his fault, without which the failure would not have occurred. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 1874. An obligor who had been put in default when a fortuitous event made his performance impossible is not liable for his failure to perform if the fortuitous event would have likewise destroyed the object of the performance in the hands of the obligee had performance been timely rendered.

That obligor is, however, liable for the damage caused by his delay. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1875. A fortuitous event is one that, at the time the contract was made, could not have been reasonably foreseen. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1876. When the entire performance owed by one party has become impossible because of a fortuitous event, the contract is dissolved.

The other party may then recover any performance he has already rendered. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1877. When a fortuitous event has made a party's performance impossible in part, the court may reduce the other party's counterperformance proportionally, or, according to the circumstances, may declare the contract dissolved. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1878. If a contract is dissolved because of a fortuitous event that occurred after an obligor has performed in part, the obligee is bound but only to the extent that he was enriched by the obligor's partial performance. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

SECTION 5 - COMPENSATION

Art. 1893. Compensation takes place by operation of law when two persons owe to each other sums of money or quantities of fungible things identical in kind, and these sums or quantities are liquidated and presently due.

In such a case, compensation extinguishes both obligations to the extent of the lesser amount.


Art. 1894. Compensation takes place regardless of the sources of the obligations.

Compensation does not take place, however, if one of the obligations is to return a thing of which the owner has been unjustly dispossessed, or is to return a thing given in deposit or loan for use, or if the object of one of the obligations is exempt from seizure. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1895. Compensation takes place even though the obligations are not to be performed at the same place, but allowance must be made in that case for the expenses of remittance. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1896. If an obligor owes more than one obligation subject to compensation, the rules of imputation of payment must
be applied. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1897. Compensation between obligee and principal obligor extinguishes the obligation of a surety.

Compensation between obligee and surety does not extinguish the obligation of the principal obligor. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1898. Compensation between the obligee and one solidary obligor extinguishes the obligation of the other solidary obligors only for the portion of that obligor.

Compensation between one solidary obligee and the obligor extinguishes the obligation only for the portion of that obligee.

The compensation provided in this Article does not operate in favor of a liability insurer. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1899. Compensation can neither take place nor may it be renounced to the prejudice of rights previously acquired by third parties. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1900. An obligor who has consented to an assignment of the credit by the obligee to a third party may not claim against the latter any compensation that otherwise he could have claimed against the former.

An obligor who has been given notice of an assignment to which he did not consent may not claim compensation against the assignee for an obligation of the assignor arising after that notice. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1901. Compensation of obligations may take place also by agreement of the parties even though the requirements for compensation by operation of law are not met. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1902. Although the obligation claimed in compensation is unliquidated, the court can declare compensation as to that part of the obligation that is susceptible of prompt and easy liquidation. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

TITLE IV - CONVENTIONAL OBLIGATIONS OR CONTRACTS

CHAPTER 1 - GENERAL PRINCIPLES

Art. 1906. A contract is an agreement by two or more parties whereby obligations are created, modified, or extinguished. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1907. A contract is unilateral when the party who accepts the obligation of the other does not assume a reciprocal obligation. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1908. A contract is bilateral, or synallagmatic, when the parties obligate themselves reciprocally, so that the obligation of each party is correlative to the obligation of the other. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 1909. A contract is onerous when each of the parties obtains an advantage in exchange for his obligation. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1910. A contract is gratuitous when one party obligates himself towards another for the benefit of the latter, without obtaining any advantage in return. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1911. A contract is commutative when the performance of the obligation of each party is correlative to the performance of the other. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1912. A contract is aleatory when, because of its nature or according to the parties' intent, the performance of either party's obligation, or the extent of the performance, depends on an uncertain event. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1913. A contract is accessory when it is made to provide security for the performance of an obligation. Suretyship, mortgage, pledge, and other types of security agreements are examples of such a contract.

When the secured obligation arises from a contract, either between the same or other parties, that contract is the principal contract. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985; Acts 1989, No. 137, §16, eff. Sept. 1, 1989]

Art. 1914. Nominate contracts are those given a special designation such as sale, lease, loan, or insurance.

Innominate contracts are those with no special designation. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1915. All contracts, nominate and innominate, are subject to the rules of this title. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1916. Nominate contracts are subject to the special rules of the respective titles when those rules modify, complement, or depart from the rules of this title. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1917. The rules of this title are applicable also to obligations that arise from sources other than contract to the extent that those rules are compatible with the nature of those obligations. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 2 - CONTRACTUAL CAPACITY AND EXCEPTIONS

Art. 1918. All persons have capacity to contract, except unemancipated minors, interdicts, and persons deprived of reason at the time of contracting. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1919. A contract made by a person without legal capacity is relatively null and may be rescinded only at the request of that person or his legal representative. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1920. Immediately after discovering the incapacity, a party, who at the time of contracting was ignorant of the incapacity of the other party, may require from that party, if the incapacity has ceased, or from the legal representative if it has not, that the contract be confirmed or rescinded. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 1921. Upon rescission of a contract on the ground of incapacity, each party or his legal representative shall restore to the other what he has received thereunder. When restoration is impossible or impracticable, the court may award compensation to the party to whom restoration cannot be made. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]


Art. 1923. A contract by an unemancipated minor may be rescinded on grounds of incapacity except when made for the purpose of providing the minor with something necessary for his support or education, or for a purpose related to his business. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1924. The mere representation of majority by an unemancipated minor does not preclude an action for rescission of the contract. When the other party reasonably relies on the minor's representation of majority, the contract may not be rescinded. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1925. A noninterdicted person, who was deprived of reason at the time of contracting, may obtain rescission of an onerous contract upon the ground of incapacity only upon showing that the other party knew or should have known that person's incapacity. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1926. A contract made by a noninterdicted person deprived of reason at the time of contracting may be attacked after his death, on the ground of incapacity, only when the contract is gratuitous, or it evidences lack of understanding, or was made within thirty days of his death, or when application for interdiction was filed before his death. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 3 - CONSENT

Art. 1927. A contract is formed by the consent of the parties established through offer and acceptance.

Unless the law prescribes a certain formality for the intended contract, offer and acceptance may be made orally, in writing, or by action or inaction that under the circumstances is clearly indicative of consent.

Unless otherwise specified in the offer, there need not be conformity between the manner in which the offer is made and the manner in which the acceptance is made. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1928. An offer that specifies a period of time for acceptance is irrevocable during that time.

When the offeror manifests an intent to give the offeree a delay within which to accept, without specifying a time, the offer is irrevocable for a reasonable time. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1929. An irrevocable offer expires if not accepted within the time prescribed in the preceding Article. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1930. An offer not irrevocable under Civil Code Article 1928 may be revoked before it is accepted. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1931. A revocable offer expires if not accepted within a reasonable time. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 1932. An offer expires by the death or incapacity of the offeror or the offeree before it has been accepted. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1933. An option is a contract whereby the parties agree that the offeror is bound by his offer for a specified period of time and that the offeree may accept within that time. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1934. An acceptance of an irrevocable offer is effective when received by the offeror. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1935. Unless otherwise specified by the offer or the law, an acceptance of a revocable offer, made in a manner and by a medium suggested by the offer or in a reasonable manner and by a reasonable medium, is effective when transmitted by the offeree. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1936. A medium or a manner of acceptance is reasonable if it is the one used in making the offer or one customary in similar transactions at the time and place the offer is received, unless circumstances known to the offeree indicate otherwise. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1937. A revocation of a revocable offer is effective when received by the offeree prior to acceptance. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1938. A written revocation, rejection, or acceptance is received when it comes into the possession of the addressee or of a person authorized by him to receive it, or when it is deposited in a place the addressee has indicated as the place for this or similar communications to be deposited for him. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1939. When an offeror invites an offeree to accept by performance and, according to usage or the nature or the terms of the contract, it is contemplated that the performance will be completed if commenced, a contract is formed when the offeree begins the requested performance. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1940. When, according to usage or the nature of the contract, or its own terms, an offer made to a particular offeree can be accepted only by rendering a completed performance, the offeror cannot revoke the offer, once the offeree has begun to perform, for the reasonable time necessary to complete the performance. The offeree, however, is not bound to complete the performance he has begun.

The offeror's duty of performance is conditional on completion or tender of the requested performance. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1941. When commencement of the performance either constitutes acceptance or makes the offer irrevocable, the offeree must give prompt notice of that commencement unless the offeror knows or should know that the offeree has begun to perform. An offeree who fails to give the notice is liable for damages. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1942. When, because of special circumstances, the offeree's silence leads the offeror reasonably to believe that a contract has been formed, the offer is deemed accepted. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1943. An acceptance not in accordance with the terms of the offer is deemed to be a counteroffer. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 1944. An offer of a reward made to the public is binding upon the offeror even if the one who performs the requested act does not know of the offer. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1945. An offer of reward made to the public may be revoked before completion of the requested act, provided the revocation is made by the same or an equally effective means as the offer. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1946. Unless otherwise stipulated in the offer made to the public, or otherwise implied from the nature of the act, when several persons have performed the requested act, the reward belongs to the first one giving notice of his completion of performance to the offeror. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1947. When, in the absence of a legal requirement, the parties have contemplated a certain form, it is presumed that they do not intend to be bound until the contract is executed in that form. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 4 - VICES OF CONSENT

SECTION 1 - ERROR

Art. 1948. Consent may be vitiated by error, fraud, or duress. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1949. Error vitiates consent only when it concerns a cause without which the obligation would not have been incurred and that cause was known or should have been known to the other party. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1950. Error may concern a cause when it bears on the nature of the contract, or the thing that is the contractual object or a substantial quality of that thing, or the person or the qualities of the other party, or the law, or any other circumstance that the parties regarded, or should in good faith have regarded, as a cause of the obligation. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1951. A party may not avail himself of his error if the other party is willing to perform the contract as intended by the party in error. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1952. A party who obtains rescission on grounds of his own error is liable for the loss thereby sustained by the other party unless the latter knew or should have known of the error.

The court may refuse rescission when the effective protection of the other party's interest requires that the contract be upheld. In that case, a reasonable compensation for the loss he has sustained may be granted to the party to whom rescission is refused. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

SECTION 2 - FRAUD

Art. 1953. Fraud is a misrepresentation or a suppression of the truth made with the intention either to obtain an unjust advantage for one party or to cause a loss or inconvenience to the other. Fraud may also result from silence or inaction. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1954. Fraud does not vitiate consent when the party against whom the fraud was directed could have ascertained the truth without difficulty, inconvenience, or special skill.

This exception does not apply when a relation of confidence has reasonably induced a party to rely on the other's
assertions or representations. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1955. Error induced by fraud need not concern the cause of the obligation to vitiate consent, but it must concern a circumstance that has substantially influenced that consent. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1956. Fraud committed by a third person vitiates the consent of a contracting party if the other party knew or should have known of the fraud. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1957. Fraud need only be proved by a preponderance of the evidence and may be established by circumstantial evidence. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1958. The party against whom rescission is granted because of fraud is liable for damages and attorney fees. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

SECTION 3 - DURESS

Art. 1959. Consent is vitiated when it has been obtained by duress of such a nature as to cause a reasonable fear of unjust and considerable injury to a party’s person, property, or reputation.

Age, health, disposition, and other personal circumstances of a party must be taken into account in determining reasonableness of the fear. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1960. Duress vitiates consent also when the threatened injury is directed against the spouse, an ascendant, or descendant of the contracting party.

If the threatened injury is directed against other persons, the granting of relief is left to the discretion of the court. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1961. Consent is vitiated even when duress has been exerted by a third person. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1962. A threat of doing a lawful act or a threat of exercising a right does not constitute duress.

A threat of doing an act that is lawful in appearance only may constitute duress. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1963. A contract made with a third person to secure the means of preventing threatened injury may not be rescinded for duress if that person is in good faith and not in collusion with the party exerting duress. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1964. When rescission is granted because of duress exerted or known to a party to the contract, the other party may recover damages and attorney fees.

When rescission is granted because of duress exerted by a third person, the parties to the contract who are innocent of
the duress may recover damages and attorney fees from the third person. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

SECTION 4 - LESION

Art. 1965. A contract may be annulled on grounds of lesion only in those cases provided by law. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 5 - CAUSE


Art. 1967. Cause is the reason why a party obligates himself.

A party may be obligated by a promise when he knew or should have known that the promise would induce the other party to rely on it to his detriment and the other party was reasonable in so relying. Recovery may be limited to the expenses incurred or the damages suffered as a result of the promisee’s reliance on the promise. Reliance on a gratuitous promise made without required formalities is not reasonable. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1968. The cause of an obligation is unlawful when the enforcement of the obligation would produce a result prohibited by law or against public policy. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1969. An obligation may be valid even though its cause is not expressed. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1970. When the expression of a cause in a contractual obligation is untrue, the obligation is still effective if a valid cause can be shown. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 6 - OBJECT AND MATTER OF CONTRACTS

Art. 1971. Parties are free to contract for any object that is lawful, possible, and determined or determinable. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1972. A contractual object is possible or impossible according to its own nature and not according to the parties’ ability to perform. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1973. The object of a contract must be determined at least as to its kind.

The quantity of a contractual object may be undetermined, provided it is determinable. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1974. If the determination of the quantity of the object has been left to the discretion of a third person, the quantity of an object is determinable.

If the parties fail to name a person, or if the person named is unable or unwilling to make the determination, the quantity may be determined by the court. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 1975. The quantity of a contractual object may be determined by the output of one party or the requirements of the other.

In such a case, output or requirements must be measured in good faith. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1976. Future things may be the object of a contract.

The succession of a living person may not be the object of a contract other than an antenuptial agreement. Such a succession may not be renounced. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1977. The object of a contract may be that a third person will incur an obligation or render a performance.

The party who promised that obligation or performance is liable for damages if the third person does not bind himself or does not perform. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 7 - THIRD PARTY BENEFICIARY

Art. 1978. A contracting party may stipulate a benefit for a third person called a third party beneficiary.

Once the third party has manifested his intention to avail himself of the benefit, the parties may not dissolve the contract by mutual consent without the beneficiary’s agreement. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1979. The stipulation may be revoked only by the stipulator and only before the third party has manifested his intention of availing himself of the benefit.

If the promisor has an interest in performing, however, the stipulation may not be revoked without his consent. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1980. In case of revocation or refusal of the stipulation, the promisor shall render performance to the stipulator. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1981. The stipulation gives the third party beneficiary the right to demand performance from the promisor.

Also the stipulator, for the benefit of the third party, may demand performance from the promisor. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1982. The promisor may raise against the beneficiary such defenses based on the contract as he may have raised against the stipulator. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 8 - EFFECTS OF CONVENTIONAL OBLIGATIONS
SECTION 1 - GENERAL EFFECTS OF CONTRACTS

Art. 1983. Contracts have the effect of law for the parties and may be dissolved only through the consent of the parties or on grounds provided by law. Contracts must be performed in good faith. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1984. Rights and obligations arising from a contract are heritable and assignable unless the law, the terms of the contract or its nature preclude such effects. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1985. Contracts may produce effects for third parties only when provided by law. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

SECTION 2 - SPECIFIC PERFORMANCE

Art. 1986. Upon an obligor's failure to perform an obligation to deliver a thing, or not to do an act, or to execute an instrument, the court shall grant specific performance plus damages for delay if the obligee so demands. If specific performance is impracticable, the court may allow damages to the obligee.

Upon a failure to perform an obligation that has another object, such as an obligation to do, the granting of specific performance is at the discretion of the court. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1987. The obligor may be restrained from doing anything in violation of an obligation not to do. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1988. A failure to perform an obligation to execute an instrument gives the obligee the right to a judgment that shall stand for the act. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

SECTION 3 - PUTTING IN DEFAULT

Art. 1989. Damages for delay in the performance of an obligation are owed from the time the obligor is put in default. Other damages are owed from the time the obligor has failed to perform. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1990. When a term for the performance of an obligation is either fixed, or is clearly determinable by the circumstances, the obligor is put in default by the mere arrival of that term. In other cases, the obligor must be put in default by the obligee, but not before performance is due. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1991. An obligee may put the obligor in default by a written request of performance, or by an oral request of performance made before two witnesses, or by filing suit for performance, or by a specific provision of the contract. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1992. If an obligee bears the risk of the thing that is the object of the performance, the risk devolves upon the obligor who has been put in default for failure to deliver that thing. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1993. In case of reciprocal obligations, the obligor of one may not be put in default unless the obligor of the other has performed or is ready to perform his own obligation. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
SECTION 4 - DAMAGES

Art. 1994. An obligor is liable for the damages caused by his failure to perform a conventional obligation.


Art. 1995. Damages are measured by the loss sustained by the obligee and the profit of which he has been deprived. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1996. An obligor in good faith is liable only for the damages that were foreseeable at the time the contract was made. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1997. An obligor in bad faith is liable for all the damages, foreseeable or not, that are a direct consequence of his failure to perform. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1998. Damages for nonpecuniary loss may be recovered when the contract, because of its nature, is intended to gratify a nonpecuniary interest and, because of the circumstances surrounding the formation or the nonperformance of the contract, the obligor knew, or should have known, that his failure to perform would cause that kind of loss.

Regardless of the nature of the contract, these damages may be recovered also when the obligor intended, through his failure, to aggrieve the feelings of the obligee. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 1999. When damages are insusceptible of precise measurement, much discretion shall be left to the court for the reasonable assessment of these damages. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2000. When the object of the performance is a sum of money, damages for delay in performance are measured by the interest on that sum from the time it is due, at the rate agreed by the parties or, in the absence of agreement, at the rate of legal interest as fixed by R.S. 9:3500. The obligee may recover these damages without having to prove any loss, and whatever loss he may have suffered he can recover no more. If the parties, by written contract, have expressly agreed that the obligor shall also be liable for the obligee's attorney fees in a fixed or determinable amount, the obligee is entitled to that amount as well. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985; Acts 1985, No. 137, §1, eff. July 3, 1985; Acts 1987, No. 883, §1; Acts 2004, No. 743, §3, eff. Jan. 1, 2005.] NOTE: SEE ACTS 1985, NO. 137, §2.

Art. 2001. Interest on accrued interest may be recovered as damages only when it is added to the principal by a new agreement of the parties made after the interest has accrued. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2002. An obligee must make reasonable efforts to mitigate the damage caused by the obligor's failure to perform. When an obligee fails to make these efforts, the obligor may demand that the damages be accordingly reduced. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2003. An obligee may not recover damages when his own bad faith has caused the obligor's failure to perform or when, at the time of the contract, he has concealed from the obligor facts that he knew or should have known would cause a failure.
If the obligee's negligence contributes to the obligor's failure to perform, the damages are reduced in proportion to that negligence. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2004. Any clause is null that, in advance, excludes or limits the liability of one party for intentional or gross fault that causes damage to the other party.

Any clause is null that, in advance, excludes or limits the liability of one party for causing physical injury to the other party. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

SECTION 5 - STIPULATED DAMAGES

Art. 2005. Parties may stipulate the damages to be recovered in case of nonperformance, defective performance, or delay in performance of an obligation.

That stipulation gives rise to a secondary obligation for the purpose of enforcing the principal one. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]


Nullity of the stipulated damages clause does not render the principal obligation null. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2007. An obligee may demand either the stipulated damages or performance of the principal obligation, but he may not demand both unless the damages have been stipulated for mere delay. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2008. An obligor whose failure to perform the principal obligation is justified by a valid excuse is also relieved of liability for stipulated damages. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]


Art. 2010. An obligee may not avail himself of a clause stipulating damages for delay unless the obligor has been put in default. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2011. Stipulated damages for nonperformance may be reduced in proportion to the benefit derived by the obligee from any partial performance rendered by the obligor. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2012. Stipulated damages may not be modified by the court unless they are so manifestly unreasonable as to be contrary to public policy. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 9 - DISSOLUTION

Art. 2013. When the obligor fails to perform, the obligee has a right to the judicial dissolution of the contract or, according to the circumstances, to regard the contract as dissolved. In either case, the obligee may recover damages.
In an action involving judicial dissolution, the obligor who failed to perform may be granted, according to the circumstances, an additional time to perform. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2014. A contract may not be dissolved when the obligor has rendered a substantial part of the performance and the part not rendered does not substantially impair the interest of the obligee. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2015. Upon a party's failure to perform, the other may serve him a notice to perform within a certain time, with a warning that, unless performance is rendered within that time, the contract shall be deemed dissolved. The time allowed for that purpose must be reasonable according to the circumstances.

The notice to perform is subject to the requirements governing a putting of the obligor in default and, for the recovery of damages for delay, shall have the same effect as a putting of the obligor in default. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2016. When a delayed performance would no longer be of value to the obligee or when it is evident that the obligor will not perform, the obligee may regard the contract as dissolved without any notice to the obligor. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2017. The parties may expressly agree that the contract shall be dissolved for the failure to perform a particular obligation. In that case, the contract is deemed dissolved at the time it provides for or, in the absence of such a provision, at the time the obligee gives notice to the obligor that he avails himself of the dissolution clause. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2018. Upon dissolution of a contract, the parties shall be restored to the situation that existed before the contract was made. If restoration in kind is impossible or impracticable, the court may award damages.

If partial performance has been rendered and that performance is of value to the party seeking to dissolve the contract, the dissolution does not preclude recovery for that performance, whether in contract or quasi-contract. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2019. In contracts providing for continuous or periodic performance, the effect of the dissolution shall not be extended to any performance already rendered. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2020. When a contract has been made by more than two parties, one party's failure to perform may not cause dissolution of the contract for the other parties, unless the performance that failed was essential to the contract. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2021. Dissolution of a contract does not impair the rights acquired through an onerous contract by a third party in good faith.

If the contract involves immovable property, the principles of recordation apply to a third person acquiring an interest in the property whether by onerous or gratuitous title. [Acts 1984, No. 331, §1, eff. July 1, 1985; Acts 2005, No. 169, §2, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005]

Art. 2022. Either party to a commutative contract may refuse to perform his obligation if the other has failed to perform or does not offer to perform his own at the same time, if the performances are due simultaneously. [Acts 1984, No. 331, §1,
Art. 2023. If the situation of a party, financial or otherwise, has become such as to clearly endanger his ability to perform an obligation, the other party may demand in writing that adequate security be given and, upon failure to give that security, that party may withhold or discontinue his own performance. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2024. A contract of unspecified duration may be terminated at the will of either party by giving notice, reasonable in time and form, to the other party. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

CHAPTER 10 - SIMULATION

Art. 2025. A contract is a simulation when, by mutual agreement, it does not express the true intent of the parties.

If the true intent of the parties is expressed in a separate writing, that writing is a counterletter. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2026. A simulation is absolute when the parties intend that their contract shall produce no effects between them. That simulation, therefore, can have no effects between the parties. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2027. A simulation is relative when the parties intend that their contract shall produce effects between them though different from those recited in their contract. A relative simulation produces between the parties the effects they intended if all requirements for those effects have been met. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2028. A. Any simulation, either absolute or relative, may have effects as to third persons.

B. Counterletters can have no effects against third persons in good faith. Nevertheless, if the counterletter involves immovable property, the principles of recordation apply with respect to third persons. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985; Acts 2012, No. 277, §1, eff. Aug. 1, 2012]

CHAPTER 11 - NULLITY

Art. 2029. A contract is null when the requirements for its formation have not been met. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2030. A contract is absolutely null when it violates a rule of public order, as when the object of a contract is illicit or immoral. A contract that is absolutely null may not be confirmed.

Absolute nullity may be invoked by any person or may be declared by the court on its own initiative. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2031. A contract is relatively null when it violates a rule intended for the protection of private parties, as when a party lacked capacity or did not give free consent at the time the contract was made. A contract that is only relatively null may be confirmed.

Relative nullity may be invoked only by those persons for whose interest the ground for nullity was established, and may not be declared by the court on its own initiative. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]
Art. 2032. Action for annulment of an absolutely null contract does not prescribe.

Action of annulment of a relatively null contract must be brought within five years from the time the ground for nullity either ceased, as in the case of incapacity or duress, or was discovered, as in the case of error or fraud.

Nullity may be raised at any time as a defense against an action on the contract, even after the action for annulment has prescribed. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2033. An absolutely null contract, or a relatively null contract that has been declared null by the court, is deemed never to have existed. The parties must be restored to the situation that existed before the contract was made. If it is impossible or impracticable to make restoration in kind, it may be made through an award of damages.

Nevertheless, a performance rendered under a contract that is absolutely null because its object or its cause is illicit or immoral may not be recovered by a party who knew or should have known of the defect that makes the contract null. The performance may be recovered, however, when that party invokes the nullity to withdraw from the contract before its purpose is achieved and also in exceptional situations when, in the discretion of the court, that recovery would further the interest of justice.

Absolute nullity may be raised as a defense even by a party who, at the time the contract was made, knew or should have known of the defect that makes the contract null. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2034. Nullity of a provision does not render the whole contract null unless, from the nature of the provision or the intention of the parties, it can be presumed that the contract would not have been made without the null provision. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2035. Nullity of a contract does not impair the rights acquired through an onerous contract by a third party in good faith.

If the contract involves immovable property, the principles of recordation apply to a third person acquiring an interest in the property whether by onerous or gratuitous title. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985; Acts 2005, No. 169, §2, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005]

CHAPTER 13 - INTERPRETATION OF CONTRACTS

Art. 2045. Interpretation of a contract is the determination of the common intent of the parties. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2046. When the words of a contract are clear and explicit and lead to no absurd consequences, no further interpretation may be made in search of the parties' intent. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2047. The words of a contract must be given their generally prevailing meaning.

Words of art and technical terms must be given their technical meaning when the contract involves a technical matter.
Art. 2048. Words susceptible of different meanings must be interpreted as having the meaning that best conforms to the object of the contract. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2049. A provision susceptible of different meanings must be interpreted with a meaning that renders it effective and not with one that renders it ineffective. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2050. Each provision in a contract must be interpreted in light of the other provisions so that each is given the meaning suggested by the contract as a whole. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2051. Although a contract is worded in general terms, it must be interpreted to cover only those things it appears the parties intended to include. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2052. When the parties intend a contract of general scope but, to eliminate doubt, include a provision that describes a specific situation, interpretation must not restrict the scope of the contract to that situation alone. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2053. A doubtful provision must be interpreted in light of the nature of the contract, equity, usages, the conduct of the parties before and after the formation of the contract, and of other contracts of a like nature between the same parties. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2054. When the parties made no provision for a particular situation, it must be assumed that they intended to bind themselves not only to the express provisions of the contract, but also to whatever the law, equity, or usage regards as implied in a contract of that kind or necessary for the contract to achieve its purpose. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2055. Equity, as intended in the preceding articles, is based on the principles that no one is allowed to take unfair advantage of another and that no one is allowed to enrich himself unjustly at the expense of another.

Usage, as intended in the preceding articles, is a practice regularly observed in affairs of a nature identical or similar to the object of a contract subject to interpretation. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2056. In case of doubt that cannot be otherwise resolved, a provision in a contract must be interpreted against the party who furnished its text.

A contract executed in a standard form of one party must be interpreted, in case of doubt, in favor of the other party. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]

Art. 2057. In case of doubt that cannot be otherwise resolved, a contract must be interpreted against the obligee and in favor of the obligor of a particular obligation.

Yet, if the doubt arises from lack of a necessary explanation that one party should have given, or from negligence or fault
of one party, the contract must be interpreted in a manner favorable to the other party whether obligee or obligor. [Acts 1984, No. 331, §1, eff. Jan. 1, 1985]


TITLE V - OBLIGATIONS ARISING WITHOUT AGREEMENT

CHAPTER 1 - MANAGEMENT OF AFFAIRS (NEGOTIORUM GESTIO)

Art. 2292. There is a management of affairs when a person, the manager, acts without authority to protect the interests of another, the owner, in the reasonable belief that the owner would approve of the action if made aware of the circumstances. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

Art. 2293. A management of affairs is subject to the rules of mandate to the extent those rules are compatible with management of affairs. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

Art. 2294. The manager is bound, when the circumstances so warrant, to give notice to the owner that he has undertaken the management and to wait for the directions of the owner, unless there is immediate danger. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

Art. 2295. The manager must exercise the care of a prudent administrator and is answerable for any loss that results from his failure to do so. The court, considering the circumstances, may reduce the amount due the owner on account of the manager's failure to act as a prudent administrator. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

Art. 2296. An incompetent person or a person of limited legal capacity may be the owner of an affair, but he may not be a manager. When such a person manages the affairs of another, the rights and duties of the parties are governed by the law of enrichment without cause or the law of delictual obligations. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

Art. 2297. The owner whose affair has been managed is bound to fulfill the obligations that the manager has undertaken as a prudent administrator and to reimburse the manager for all necessary and useful expenses. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

CHAPTER 2 - ENRICHMENT WITHOUT CAUSE

SECTION 1 - GENERAL PRINCIPLES

Art. 2298. A person who has been enriched without cause at the expense of another person is bound to compensate that person. The term "without cause" is used in this context to exclude cases in which the enrichment results from a valid juridical act or the law. The remedy declared here is subsidiary and shall not be available if the law provides another remedy for the impoverishment or declares a contrary rule.

The amount of compensation due is measured by the extent to which one has been enriched or the other has been impoverished, whichever is less.
The extent of the enrichment or impoverishment is measured as of the time the suit is brought or, according to the circumstances, as of the time the judgment is rendered. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

SECTION 2 - PAYMENT OF A THING NOT OWED

Art. 2299. A person who has received a payment or a thing not owed to him is bound to restore it to the person from whom he received it. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

Art. 2300. A thing is not owed when it is paid or delivered for the discharge of an obligation that does not exist. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

Art. 2301. A thing is not owed when it is paid or delivered for discharge of an obligation that is subject to a suspensive condition. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

Art. 2302. A person who paid the debt of another person in the erroneous belief that he was himself the obligor may reclaim the payment from the obligee. The payment may not be reclaimed to the extent that the obligee, because of the payment, disposed of the instrument or released the securities relating to the claim. In such a case, the person who made the payment has a recourse against the true obligor. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

Art. 2303. A person who in bad faith received a payment or a thing not owed to him is bound to restore it with its fruits and products. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

Art. 2304. When the thing not owed is an immovable or a corporeal movable, the person who received it is bound to restore the thing itself, if it exists.

If the thing has been destroyed, damaged, or cannot be returned, a person who received the thing in good faith is bound to restore its value if the loss was caused by his fault. A person who received the thing in bad faith is bound to restore its value even if the loss was not caused by his fault. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]

Art. 2305. A person who in good faith alienated a thing not owed to him is only bound to restore whatever he obtained from the alienation. If he received the thing in bad faith, he owes, in addition, damages to the person to whom restoration is due. [Acts 1995, No. 1041, §1, eff. Jan. 1, 1996]


Art. 2314. [Repealed. Acts 1979, No. 180, §3]

TITEL VII - SALE

CHAPTER 5 - OF THE PRICE OF THE CONTRACT OF SALE
Art. 2464. The price must be fixed by the parties in a sum either certain or determinable through a method agreed by them. There is no sale unless the parties intended that a price be paid.

The price must not be out of all proportion with the value of the thing sold. Thus, the sale of a plantation for a dollar is not a sale, though it may be a donation in disguise. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2465. The price may be left to the determination of a third person. If the parties fail to agree on or to appoint such a person, or if the one appointed is unable or unwilling to make a determination, the price may be determined by the court. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2466. When the thing sold is a movable of the kind that the seller habitually sells and the parties said nothing about the price, or left it to be agreed later and they fail to agree, the price is a reasonable price at the time and place of delivery. If there is an exchange or market for such things, the quotations or price lists of the place of delivery or, in their absence, those of the nearest market, are a basis for the determination of a reasonable price.

Nevertheless, if the parties intend not to be bound unless a price be agreed on, there is no contract without such an agreement. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

CHAPTER 15 - ASSIGNMENT OF RIGHTS

Art. 2642. All rights may be assigned, with the exception of those pertaining to obligations that are strictly personal. The assignee is subrogated to the rights of the assignor against the debtor. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2643. The assignment of a right is effective against the debtor and third persons only from the time the debtor has actual knowledge, or has been given notice of the assignment.

If a partial assignment unreasonably increases the burden of the debtor he may recover from either the assignor or the assignee a reasonable amount for the increased burden. [Acts 1984, No. 921, §1; Acts 1985, No. 97, §1; Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2644. When the debtor, without knowledge or notice of the assignment, renders performance to the assignor, such performance extinguishes the obligation of the debtor and is effective against the assignee and third persons. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2645. The assignment of a right includes its accessories such as security rights. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2646. The assignor of a right warrants its existence at the time of the assignment.

The assignor does not warrant the solvency of the debtor, however, unless he has agreed to give such a warranty. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2647. [Reserved]
Art. 2648. An assignor who warrants the solvency of the debtor warrants that solvency at the time of the assignment only and, in the absence of agreement to the contrary, does not warrant the future solvency of the debtor. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2649. When the assignor of a right did not warrant the solvency of the debtor but knew of his insolvency, the assignee without such knowledge may obtain rescission of the contract. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2650. A person who assigns his right in the estate of a deceased person, without specifying any assets, warrants only his right of succession as heir or legatee. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2651. [Reserved]

Art. 2652. When a litigious right is assigned, the debtor may extinguish his obligation by paying to the assignee the price the assignee paid for the assignment, with interest from the time of the assignment.

A right is litigious, for that purpose, when it is contested in a suit already filed.

Nevertheless, the debtor may not thus extinguish his obligation when the assignment has been made to a co-owner of the assigned right, or to a possessor of the thing subject to the litigious right. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2653. A right cannot be assigned when the contract from which it arises prohibits the assignment of that right. Such a prohibition has no effect against an assignee who has no knowledge of its existence. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

Art. 2654. The assignor of a right must deliver to the assignee all documents in his possession that evidence the right. Nevertheless, a failure by the assignor to deliver such documents does not affect the validity of the assignment.

When a right is assigned only in part, the assignor may give the assignee an original or a copy of such documents. [Acts 1993, No. 841, §1, eff. Jan. 1, 1995]

TITLE XV - REPRESENTATION AND MANDATE

CHAPTER 1 - REPRESENTATION

Art. 2985. A person may represent another person in legal relations as provided by law or by juridical act. This is called representation. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 2986. The authority of the representative may be conferred by law, by contract, such as mandate or partnership, or by the unilateral juridical act of procuration. [Amended by Acts 1871, No. 87; Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 2987. A procuration is a unilateral juridical act by which a person, the principal, confers authority on another person, the representative, to represent the principal in legal relations.
The procuration may be addressed to the representative or to a person with whom the representative is authorized to represent the principal in legal relations. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 2988. A procuration is subject to the rules governing mandate to the extent that the application of those rules is compatible with the nature of the procuration. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

CHAPTER 2 - MANDATE

SECTION 1 - GENERAL PRINCIPLES

Art. 2989. A mandate is a contract by which a person, the principal, confers authority on another person, the mandatary, to transact one or more affairs for the principal. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 2990. In all matters for which no special provision is made in this Title, the contract of mandate is governed by the Titles of "Obligations in General" and "Conventional Obligations or Contracts". [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 2991. The contract of mandate may serve the exclusive or the common interest of the principal, the mandatary, or a third person. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 2992. The contract of mandate may be either onerous or gratuitous. It is gratuitous in the absence of contrary agreement. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 2993. The contract of mandate is not required to be in any particular form.

Nevertheless, when the law prescribes a certain form for an act, a mandate authorizing the act must be in that form. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 2994. The principal may confer on the mandatary general authority to do whatever is appropriate under the circumstances. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 2995. The mandatary may perform all acts that are incidental to or necessary for the performance of the mandate.

The authority granted to a mandatary to perform an act that is an ordinary part of his profession or calling, or an act that follows from the nature of his profession or calling, need not be specified.

A mandatary shall not prevent or limit reasonable communication, visitation, or interaction between a principal who is over the age of eighteen years and another person without prior court approval, to be granted only upon a showing of good cause by the mandatary, unless express authority has been provided pursuant to Civil Code Article 2997(7). [Acts 1997, No. 261, §1, eff. Jan. 1, 1998; Acts 2016, No. 110, §1, eff. May 19, 2016]

Art. 2996. The authority to alienate, acquire, encumber, or lease a thing must be given expressly. Neither the property nor its location need be specifically described. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 2997. Authority also must be given expressly to:
(1) Make an inter vivos donation, either outright or to a new or existing trust or other custodial arrangement, and, when also expressly so provided, to impose such conditions on the donation, including, without limitation, the power to revoke, that are not contrary to the other express terms of the mandate.

(2) Accept or renounce a succession.

(3) Contract a loan, acknowledge or make remission of a debt, or become a surety.

(4) Draw or endorse promissory notes and negotiable instruments.

(5) Enter into a compromise or refer a matter to arbitration.

(6) Make health care decisions, such as surgery, medical expenses, nursing home residency, and medication.

(7) Prevent or limit reasonable communication, visitation, or interaction between the principal and a relative by blood, adoption, or affinity within the third degree, or another individual who has a relationship based on or productive of strong affection. [Amended by Acts 1981, No. 572, §1; Acts 1990, No. 184, §1; Acts 1992, No. 304, §1; Acts 1997, No. 261, §1, eff. Jan. 1, 1998; Acts 2001, No. 594, §1; Acts 2016, No. 110, §1, eff. May 19, 2016]

Art. 2998. A mandatary who represents the principal as the other contracting party may not contract with himself unless he is authorized by the principal, or, in making such contract, he is merely fulfilling a duty to the principal. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 2999. A person of limited capacity may act as a mandatary for matters for which he is capable of contracting. In such a case, the rights of the principal against the mandatary are subject to the rules governing the obligations of persons of limited capacity. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3000. A person may be the mandatary of two or more parties, such as a buyer and a seller, for the purpose of transacting one or more affairs involving all of them. In such a case, the mandatary must disclose to each party that he also represents the other. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

SECTION 2 - RELATIONS BETWEEN THE PRINCIPAL AND THE MANDATORY

Art. 3001. The mandatary is bound to fulfill with prudence and diligence the mandate he has accepted. He is responsible to the principal for the loss that the principal sustains as a result of the mandatary’s failure to perform. [Amended by Acts 1979, No. 711, 1; Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3002. When the mandate is gratuitous, the court may reduce the amount of loss for which the mandatary is liable. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3003. At the request of the principal, or when the circumstances so require, the mandatary is bound to provide information and render an account of his performance of the mandate. The mandatary is bound to notify the principal, without delay, of the fulfillment of the mandate. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]
Art. 3004. The mandatary is bound to deliver to the principal everything he received by virtue of the mandate, including things he received unduly.

The mandatary may retain in his possession sufficient property of the principal to pay the mandatary's expenses and remuneration. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3005. The mandatary owes interest, from the date used, on sums of money of the principal that the mandatary applies to his own use. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3006. In the absence of contrary agreement, the mandatary is bound to fulfill the mandate himself.

Nevertheless, if the interests of the principal so require, when unforeseen circumstances prevent the mandatary from performing his duties and he is unable to communicate with the principal, the mandatary may appoint a substitute. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3007. When the mandatary is authorized to appoint a substitute, he is answerable to the principal for the acts of the substitute only if he fails to exercise diligence in selecting the substitute or in giving instructions.

When not authorized to appoint a substitute, the mandatary is answerable to the principal for the acts of the substitute as if the mandatary had performed the mandate himself.

In all cases, the principal has recourse against the substitute. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3008. If the mandatary exceeds his authority, he is answerable to the principal for resulting loss that the principal sustains.

The principal is not answerable to the mandatary for loss that the mandatary sustains because of acts that exceed his authority unless the principal ratifies those acts. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3009. Multiple mandataries are not solidarily liable to their common principal, unless the mandate provides otherwise. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3010. The principal is bound to the mandatary to perform the obligations that the mandatary contracted within the limits of his authority. The principal is also bound to the mandatary for obligations contracted by the mandatary after the termination of the mandate if at the time of contracting the mandatary did not know that the mandate had terminated.

The principal is not bound to the mandatary to perform the obligations that the mandatary contracted which exceed the limits of the mandatary's authority unless the principal ratifies those acts. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3011. The mandatary acts within the limits of his authority even when he fulfills his duties in a manner more advantageous to the principal than was authorized. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3012. The principal is bound to reimburse the mandatary for the expenses and charges he has incurred and to pay him the remuneration to which he is entitled.
The principal is bound to reimburse and pay the mandatary even though without the mandatary's fault the purpose of the mandate was not accomplished. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3013. The principal is bound to compensate the mandatary for loss the mandatary sustains as a result of the mandate, but not for loss caused by the fault of the mandatary. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3014. The principal owes interest from the date of the expenditure on sums expended by the mandatary in performance of the mandate. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3015. Multiple principals for an affair common to them are solidarily bound to their mandatary. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

SECTION 3 - RELATIONS BETWEEN THE PRINCIPAL, THE MANDATORY, AND THIRD PERSONS

SUBSECTION A - RELATIONS BETWEEN THE MANDATORY AND THIRD PERSONS


Art. 3018. A mandatary who enters into a contract and discloses his status as a mandatary, though not his principal, binds himself personally for the performance of the contract. The mandatary ceases to be bound when the principal is disclosed. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3019. A mandatary who exceeds his authority is personally bound to the third person with whom he contracts, unless that person knew at the time the contract was made that the mandatary had exceeded his authority or unless the principal ratifies the contract. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

SUBSECTION B - RELATIONS BETWEEN THE PRINCIPAL AND THIRD PERSONS

Art. 3020. The principal is bound to perform the contract that the mandatary, acting within the limits of his authority, makes with a third person. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3021. One who causes a third person to believe that another person is his mandatary is bound to the third person who in good faith contracts with the putative mandatory. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3022. A third person with whom a mandatary contracts in the name of the principal, or in his own name as mandatary, is bound to the principal for the performance of the contract. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3023. A third person with whom a mandatary contracts without disclosing his status or the identity of the principal is
bound to the principal for the performance of the contract unless the obligation is strictly personal or the right non-assignable. The third person may raise all defenses that may be asserted against the mandatary or the principal. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

SECTION 4 - TERMINATION OF THE MANDATE AND OF THE AUTHORITY OF THE MANDATARY

Art. 3024. In addition to causes of termination of contracts under the Titles governing "Obligations in General" and "Conventional Obligations or Contracts", both the mandate and the authority of the mandatary terminate upon the:

(1) Death of the principal or of the mandatary.

(2) Interdiction of the mandatory.

(3) Qualification of the curator after the interdiction of the principal. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3025. The principal may terminate the mandate and the authority of the mandatory at any time. A mandate in the interest of the principal, and also of the mandatary or of a third party, may be irrevocable, if the parties so agree, for as long as the object of the contract may require. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3026. In the absence of contrary agreement, neither the contract nor the authority of the mandatary is terminated by the principal's incapacity, disability, or other condition that makes an express revocation of the mandate impossible or impractical. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3027. Until filed for recordation, a revocation or modification of a recorded mandate is ineffective as to the persons entitled to rely upon the public records. [Amended by Acts 1882, No. 19; Acts 1981, No. 303, §1; Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3028. The principal must notify third persons with whom the mandatary was authorized to contract of the revocation of the mandate or of the mandatary's authority. If the principal fails to do so, he is bound to perform the obligations that the mandatary has undertaken. [Amended by Acts 1882, No. 19; Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3029. The mandate and the authority of the mandatary terminate when the mandatary notifies the principal of his resignation or renunciation of his authority. When a mandatary has reasonable grounds to believe that the principal lacks capacity, the termination is effective only when the mandatary notifies another mandatary or a designated successor mandatory. In the absence of another mandatary or a designated successor mandatory, the termination is effective when the mandatary notifies a person with a sufficient interest in the welfare of the principal. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998. Amended by Acts 2014, No 356, §2, eff. Aug. 1, 2014]

Art. 3030. The mandatary is bound to complete an undertaking he had commenced at the time of the principal's death if delay would cause injury. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3031. If the mandatary does not know that the mandate or his authority has terminated and enters into a contract with a third person who is in good faith, the contract is enforceable. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]

Art. 3032. Upon termination of the mandate, unless this obligation has been expressly dispensed with, the mandatory is bound to account for his performance to the principal. [Acts 1997, No. 261, §1, eff. Jan. 1, 1998]
Arts. 3033-3034. [Blank]

**Referring Principles:**

- I.1.1 - Good faith and fair dealing in international trade
- II.1 - Prerequisites and effects of agency
- II.3 - Agent acting without or outside his authority
- III.1 - Set-off
- III.2 - Assignment of claim
- IV.1.2 - Sanctity of contracts
- IV.2.1 - Contractual consent
- IV.2.2 - Silence by offeree
- IV.2.4 - Lapse of an offer
- IV.2.6 - Modified Acceptance
- IV.4.1 - Freedom of form
- IV.5.1 - Intentions of the parties
- IV.5.3 - Interpretation in favor of effectiveness of contract
- IV.5.4 - Interpretation against the party that supplied the term
- IV.5.2 - Context-oriented interpretation
- IV.6.2 - Subsequent fixing of contract price
- IV.6.10 - Conditions
- IV.6.11 - Plurality of debtors
- IV.6.12 - Plurality of creditors
- IV.6.14 - Third party rights
- IV.7.1 - Invalidity of contract that violates good morals ("<em>boni mores</em>"
- IV.7.3 - Right to avoid the contract for mistake in fact or law
- IV.7.4 - Right to avoid the contract for fraudulent misrepresentation
- IV.7.5 - Severability of contract provisions
- V.1.1 - Place of performance
- V.1.5 - Costs of performance
- V.1.4 - Principle of simultaneous performance; right to withhold performance
- VI.1 - Termination of contract in case of fundamental non-performance
- VI.3 - Force majeure
- VII.1 -Damages in case of non-performance
- VII.2 - Principle of foreseeability of loss
- VII.4 - Duty to mitigate
- VII.6 - Duty to pay interest
VII.7 - Right to charge compound interest
V.2.6 - Imputation of payments
IX.1 - Basic rule
IX.5 - Disenrichment