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Egyptian Civil Law

Issuance law

Article 1

The Civil Code applicable before national courts, issued on October 28 of the year, is repealed 1883 and the Civil Code applicable before mixed courts, issued on June 28 In 1875, they will be replaced by the Civil Code accompanying this law

Article 2

The Minister of Justice must implement this law and it shall come into effect starting October 51 of the year 1949.

We order that this law be stamped with the state seal, published in the Official Gazette, and implemented As a law of the state.

Issued at Qasr al-Qubba on Ramadan 9, 1367, July 16, 1948

Civil law texts

Introductory chapter

General Provisions

SECTION I **Laws and their applications**	**Chapter One:** **The Law and its Application**
1. Laws and Rights Article	**The right is the law - 1**
1 Provisions of laws govern all matters to which these provisions apply in letter or spirit. In the absence of a provision of a law that is applicable, the Judge will decide according to custom and in the absence of custom in accordance with the principles of Moslem Law. In the absence of such principles, the Judge will apply the principles of natural justice and the rules of equity.	Article (1) (1) Legislative texts apply to all issues that these texts address in their wording or content. (2) If there is no legislative text that can be applied, the judge will rule according to custom. If that does not exist, then according to the principles of Islamic Sharia. If that does not exist, then according to the principles of natural law and the rules of justice.
Article 2 A provision of a law can only be repealed by a subsequent law expressly providing for such repeal, or containing a provision inconsistent with a provision of the former law or regulating anew a matter previously regulated by a former law.	Article (2) A legislative text may not be repealed except by later legislation that explicitly stipulates such repeal, or includes a text that conflicts with the text of the old legislation, or regulates anew the subject whose rules were previously determined by that legislation.
Article 3 Periods of limitation will be calculated according to the Gregorian calendar, unless expressly provided otherwise by a law.	Article (3) Appointments are calculated according to the Gregorian calendar, unless this law stipulates otherwise.
Article 4 A person legitimately exercises his rights and is not responsible for prejudice resulting therefrom.	Article (4) That's from shall not be responsible for anything arising therefrom Whoever uses his right legitimately Damage.
Article 5 The exercise of a right is considered unlawful in the following cases: a) if the sole aim thereof is to harm another person; b) if the benefit it is desired to realize is out of proportion to the harm caused thereby to another person; c) if the benefit it is desired to realize is unlawful.	Article (5) The use of the right shall be unlawful in the following circumstances: (a) If it is intended only to harm others. (b) If the interests it aims to achieve are of little importance, such that no harm befalls others as a result of them. bit proportional to (c) If the interests it aims to achieve are illegitimate.
2. The Application of Laws Conflicts of law as to time:	**2- Application of the law. Conflict of laws in terms of time**
Article 6 Legislative provisions as regards the legal capacity of a person are applicable to all persons who fulfill the conditions embodied in such provisions.	Article (6) (1) The texts related to eligibility apply to all persons who meet the conditions stipulated in these texts.

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When a person, who was deemed to possess legal capacity in accordance with the provisions of a former law, becomes legally incapable in accordance with the provisions of a new law, such legal incapacity does not affect the validity of acts previously done by him.	(2) If a person who had the capacity according to old texts returns but lacks the capacity according to the new texts, this does not affect his previous actions.
Article 7 New legislative provisions as regards prescription apply from such time as they come into force in all cases in which the period of prescription has not been completed. Former legislative provisions however, apply as regards the date of commencement of prescription, its suspension and its interruption in respect of the period prior to the application of the provisions of the new law.	Article (7) (1) The new texts related to the statute of limitations apply from the time they are implemented on any statute of limitations that has not been completed. (2) However, the old texts are the ones that apply to issues related to the beginning, stopping, and interruption of the statute of limitations, for the period preceding the implementation of the new texts.
Article 8 When the new law provides for a period of prescription shorter than the period provided for in the former law, the new period will apply from the date the new law came into force, even if the old period of prescription has already begun to run . If, however, the remaining period still to run under the former law is shorter than that fixed by the new law, the prescription shall be completed upon the expiry of such remaining period.	Article (8) (1) If the new text stipulates that the statute of limitations period is shorter than what the old stipulation stipulated, the new period shall run from the time the new stipulation comes into effect, even if the old period had begun before that. (2) If the remainder of the period stipulated in the old law is shorter than the period stipulated in the new text, then the statute of limitations expires upon expiration of this remainder.
Article 9 Proof established in advance is governed by provisions of the law in force at the time when the proof was established or at the time when such proof should have been established.	Article (9) out at the time prepared in advance The applicable texts apply to evidence Which should have been prepared.
Conflicts of law as to place: Article	**The place where laws conflict**
10 Egyptian law will rule to determine the nature of a legal relationship in order to ascertain the law applicable in the event of a conflict between various laws in any particular suit.	Article (10) Egyptian law is the reference in adjusting relationships when it is required to determine the type of these relationships in a case in which there is a conflict of laws, in order to know the law that should be applied among them.
Article 11 The status and the legal capacity of persons are governed by the law of the country to which they belong by reason of their nationality. If, however, in a transaction of a pecuniary nature, concluded and having effect in Egypt, one of the parties is a foreigner without legal capacity and such lack of capacity is due to a reason that is not apparent and which cannot be easily detected by the other party, this reason has no effect on his legal capacity. The legal status of foreign juristic persons such as companies, associations, foundations, or others, is subject to the law of the State in whose territory such juristic persons have established their actual principal seat of administration. If, however, a juristic person carries on its principal activities in Egypt, Egyptian law will be applied.	Article (11) (1) The civil status of persons and their capacity is governed by the law of the state in which they belong. Therefore, in financial transactions concluded in Egypt, they belong to it by their nationality and with the lack of capacity and the lack of capacity its effects shall apply therein if one of the parties is a foreigner The eligibility is due to a hidden reason that is not easy for the other party to discover. This reason does not affect his eligibility. (2) As for the legal system for foreign legal persons such as companies, associations, institutions, and others, the law of the country in which these persons it. However, if it have their actual main centers of management shall apply to carries out its main activity in Egypt, Egyptian law will apply.
Article 12 The fundamental conditions relating to the validity of marriage are governed by the (national) law of each of the two spouses.	Article (12) The objective conditions for the validity of marriage depend on the law of each spouse.

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Article 13 The effects of marriage, including its effects upon the property of the spouses, are regulated by the law of the country to which the husband belongs at the time of conclusion of the marriage. Repudiation of marriage is governed by the law of the country to which the husband belongs at the time of repudiation, whereas divorce and separation are governed by the law of the country to which the husband belongs at the time of the commencement of the legal proceedings.	Article (13) (1) The law of the state to which the husband belongs at the time the marriage is concluded shall apply to the effects resulting from the marriage contract, including the effect with respect to money. (2) As for divorce, the law of the state to which the husband belongs at the time of the lawsuit applies to divorce and separation.
Article 14 If, in the cases provided for in the two preceding articles one of the two spouses is an Egyptian at the time of the conclusion of the marriage, Egyptian law alone shall apply except as regards the legal capacity to marry.	Article (14) In the cases stipulated in the previous two articles, if one of the spouses was Egyptian at the time of the marriage, Egyptian law alone shall apply, subject to the condition Eligibility for marriage.
Article 15 Obligations as regards payment of alimony to relatives are governed by the (national) law of the person liable for such payment.	Article (15) The obligation to pay alimony among relatives is governed by the law of the debtor.
Article 16 The (national) law of a person who should be protected shall apply in respect of all fundamental matters relating to natural and legal guardianship, receivership, and other forms of protection of persons without legal capacity and of absent persons.	Article (16) The law of the person who must be protected applies to substantive issues related to guardianship, guardianship, guardianship, and other substantive systems for the protection of internees and absentees.
Article 17 Inheritances, wills and other dispositions taking effect after death are governed by the (national) law of the de cujus, the testator or the person disposing of property at death. The form of a will, however, is governed by the (national) law of testator at the time the will is made, or by the law of the country in which the will is made. The same principles apply to the form of other dispositions taking effect after death.	Article (17) (1) The law of the inheritor, the testator, or the person from whom the dispositions were issued at the time of his death applies to inheritance, wills, and all other dispositions added after death. The law of the testator at the time of making the will (2) and the law of the country in which the will was made shall apply to the form of the will, as well as the ruling in the form of all other dispositions added after death.
Article 18 Possession, ownership and other real rights are regulated, as regards immovables, by the law of the place in which the immovable is situate, and as regards movables, by the law of the place where the movable was situate at the time when the event occurred which Resulted in the acquisition or loss of possession, ownership or other real rights.	Article (18) The law of the location with regard to real estate applies to possession, ownership, and other real rights, and with regard to movable property, the law of the region in which this movable property is located at the time of the occurrence of the cause that led to the acquisition or loss of possession, ownership, or other real rights in real property applies.
Article 19 Contractual Obligations are governed by the law of the domicile when such domicile is common to the contracting parties, and in the absence of a common domicile by the law of the place where the contract was concluded. These provisions are applicable unless the parties agree, or the circumstances indicate that it is intended to apply another law. Contracts relating to immovables, however, are governed by the law of the place in which the immovable is located.	Article (19) (1) It applies to contractual obligations. The law of the state in which the contracting parties have a common domicile if they share a domicile. If they differ in domicile, the law of the state shall be confidential. in which the contract was concluded. This is unless the contracting parties agree or it becomes clear from the circumstances that another law is to be applied. (2) Provided that the law of the location of the property is the one that applies to the contracts concluded in relation to this property.
Article 20 Contracts between living persons are governed as regards their form by the law of the country in which the	Article (20) Contracts between living beings are subject in their form to the law of the country in which they are concluded, and may also be subject to the law that applies to their substantive provisions. It is also permissible to

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by governed be also They may.concluded are contracts the law regulating the basic provisions of a contract, by the law of the domicile of the parties or by their common national law.	To be subject to the law of the domicile of the contracting parties or their common national law.
Article 21 Non- contractual obligations are governed by the law of the State in whose territory the act that gave rise to the obligation took place. When, however, the obligation arises from a tort, the provisions of the preceding paragraph shall not apply to an act which occurred abroad and which, although considered unlawful in accordance with the law of the country in which the act occurred, is considered lawful in Egypt.	Article (21) (1) Non-contractual obligations are governed by the law of the country in which the act creating the obligation occurred. (2) However, with regard to obligations arising from a harmful act, the provisions of the previous paragraph do not apply to incidents that occur abroad and are lawful in Egypt, even if they are considered unlawful in the country in which they occurred.
Article 22 Principles of competence of courts and all questions of procedure are governed by the law of the country in which the action is brought, or in which the proceedings are taken.	Article (22) The rules of jurisdiction and all procedural matters shall be governed by the law of the country in which the lawsuit is instituted or the proceedings are initiated.
Article 23 The provisions of the preceding articles only apply when no provisions to the contrary are included in a special law or in an International Convention in force in Egypt.	Article (23) The provisions of the previous articles shall not apply except where there is no provision to the contrary in a special law or in an international treaty in force in Egypt.
Article 24 The principles of private international law apply in the case of a conflict of laws for which no provision is made in the preceding articles.	Article (24) In cases of conflict of laws not provided for in the previous articles, the principles of private international law shall be followed
Article 25 In the case of a person of unknown nationality or of a person of plural nationality the law to be applied will be decided by the Judge. Egyptian law shall apply, however, if a person is deemed in Egypt to be of an Egyptian nationality and is at the same time deemed by one or more foreign states to be a national of that or those states.	Article (25) (1) The judge shall determine which application shall be applied in the case of persons whose nationality is unknown, or who have multiple nationalities at the same time. (2) However, for persons whose Egyptian nationality is proven simultaneously with respect to Egypt, and with respect to a foreign country or several foreign countries, the nationality of those countries is the Egyptian law that must be applied.
Article 26 When, in accordance with the preceding provisions, it appears that the law to be applied is the law of a state in which several legal systems exist, the applicable law shall be determined by the internal law of that state.	Article (26) Whenever it appears from the provisions contained in the previous articles that the applicable law is the law of a specific country in which there are multiple laws, the internal law of that country is what decides which of these laws must be applied.
Article 27 In the cases where a foreign law is applicable only the internal provisions of such foreign law shall apply to the exclusion of provisions relating to private international law.	Article (27) It is a foreign matter that must be applied, and only its provisions are applicable If it is determined that it is a law Internal law, without those relating to private international law.
Article 28 The provisions of a foreign law applicable by virtue of the preceding articles shall not be applied if these provisions are contrary to public policy or to morality in Egypt.	Article (28) It is not permissible to apply the provisions of a foreign law specified by the previous texts if these provisions violate public order or morals in Egypt.
SECTION II Persons	**Chapter Two: People**
Individuals 1.	**1- The natural person**
Article 29 Legal personality begins from the time a child is born alive and ends at death. The law, however, determines the rights of a child in his private apartment.	Article (29) (1) A person's personality begins when he is born alive, and ends with his death. The rights of a latent pregnancy are determined by law. (2) And with

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Article 30 Birth and death are established by means of official registers specially kept for this purpose. In the absence of such proof, or if the inaccuracy of the entries in these registers is established, proof may be established by any other means.	Article (30) (1) Birth and birth are proven by official records prepared for this purpose. (2) If this evidence does not exist, or what is included in the records turns out to be incorrect, it is permissible to prove it by any other method.
Article 31 Registers of and declarations connected with births and deaths are regulated by a special law.	Article (31) Birth and death records and related notifications are regulated by a special law.
Article 32 Missing person and absent persons are subject to provisions contained in special laws; In the absence of such special laws, Moslem law will be applied.	Article (32) they do The provisions stipulated in special laws apply to the missing and absent person, and if not exist, then the provisions of Islamic Sharia.
Article 33 Egyptian nationality is governed by a special law.	Article (33) Egyptian nationality is regulated by a special law.
Article 34 The family of a person is composed of his relatives. Persons having a common ascendant are considered to be relatives.	Article (34) (1) A person's family consists of his relatives. (2) All those who share a common origin are considered relatives.
Article 35 Direct lineal relationship is the existing relationship between ascendants and descendants. Collateral relationship is the existing relationship between people who have a common ascendant without one of them being a descendant of the other.	Article (35) (1) Direct kinship is the connection between ascendants and descendants. (2) Footnote kinship is the bond between people who share a common origin without ·To the end one of them being a descendant
Article 36 The degree of relationship will be calculated, as regards direct linear relationship, by ascending to the common ancestor and counting each relative excluding the common ancestor. The degree of relationship will be calculated, as regards collateral relationship by ascending from the descendant to the common ancestor, then descending to the other descendant. Each relative, excluding the common ancestor counts for one degree.	Article (36) When calculating the degree of direct kinship, it is taken into account that each branch is considered a degree when ascending to the origin with the emergence of this origin, and the number of degrees calculated. Footnotes The degrees are counted ascending from the branch to the common origin and then descending from it to the other branch. Every branch, except for the common origin, is considered a degree.
Article 37 The relatives of either of the two spouses are considered to be relatives of the other spouse, in the same line and of the same degree.	Article (37) Relatives of one spouse are considered to be of the same kinship and degree as the other spouse.
Article 38 Every person must have a first name and a family name. The family name of a person is bestowed upon his children.	Article (38) Every person has a name and surname, and the person's surname applies to his or her children.
Article 39 Acquisition and change of family name will be governed by special legislation.	Article (39) Special legislation regulates the manner in which surnames are acquired and changed.
Article 40 A domicile is the place where a person usually resides. A person may have more than one domicile at the same time, as he may have none.	Article (40) (1) Domicile is the place where a person usually resides. (2) It is permissible for a person to have more than one domicile at the same time, and it is also permissible for him not to have a domicile.
Article 41 The place where a person exercises a trade or profession is considered as his domestic as regards matters carried on in connection with such trade or profession.	Article (41) The place where a person carries out a trade or craft is considered a domicile for conducting business related to this trade or craft.
Article 42 The domicile of a minor, a person under legal disability, a	Article (42) (1) The domicile of a minor, interdicted person, missing person, or absent person is the domicile of his representative

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Missing person or an absent person will be the domicile of his legal representative. A minor who has attained eighteen years and a person in a similar legal position shall nevertheless have his special domicile in respect of acts he is capable of performing in accordance with the law.	about these people legally. This applies to a minor who has reached eighteen years of age and those of similar status (2) and with a special domicile, with regard to the actions and dispositions that the law considers him worthy of. To start it.
Article 43 A special domicile may be elected for the performance of a specific legal act. The election of domicile must be evidenced by writing. A domicile elected for the performance of a legal act shall be deemed to be the domicile in so far as all matters relating to such act are concerned, including the procedure for enforcement by legal means unless the election of domicile is expressly limited to certain special acts , excluding others.	Article (43) (1) A chosen domicile may be taken to carry out a specific legal act. (2) The existence of the chosen domicile may only be proven in writing. (3) The domicile chosen to carry out a legal act is the domicile for everything related to this work, including forced execution procedures, unless it is explicitly stipulated that this domicile be limited to only other acts.
Article 44 All persons attaining majority in possession of their mental faculties and not under legal disability, have full legal capacity to exercise their civil rights. The of a person is fixed at twenty one years completed in majority in accordance with the Gregorian calendar.	Article (44) (1) Every person who has reached the age of majority, enjoys his mental faculties, and has not been subject to interdiction, shall have full capacity to exercise his civil rights. (2) The age of majority is twenty-one complete Gregorian years.
Article 45 A person devoid of discretion, owed to youth, feeble mindedness or insanity is incapable of exercising his civil rights. A person who has not attained the age of seven is considered devoid of discretion.	Article (45) (1) A person who is incapable of discernment due to young age, dementia, or insanity is not eligible to exercise his civil rights. (2) Anyone who has not reached the age of seven is considered to have lost discretion.
Article 46 A person who has reached the age of discretion but has not attained the majority and a person who has attained his majority but is a prodigal or an imbecile, has a limited legal capacity according to the provisions of the law.	Article (46) Everyone who has reached the age of discrimination but has not yet reached the age of majority, and everyone who has reached the age of majority and is subject to what is determined by law Or if he is negligent, he will be incapacitated accordingly Its foolishness
Article 47 Persons deprived of full or partial legal capacity are governed, as the case may be, by the rules of natural or legal guardianship or curatorship subject to the conditions and in accordance with the rules laid down by law.	Article (47) Persons who lack or lack legal capacity, as the case may be, are subject to the provisions of guardianship, guardianship, or wardship, subject to the conditions and in accordance with the rules established in the law.
Article 48 No person can renounce his legal capacity or modify the rules relating thereto.	Article (48) No one has the right to waive his eligibility or amend its provisions.
Article 49 No person can renounce his personal freedom.	Article (49) No one deviates from his personal freedom.
Article 50 A person whose inherent rights in his personality have been unlawfully infringed shall have the right to demand the cessation of the infringement and compensation for any damage sustained thereby.	Article (50) Anyone who has been subjected to an unlawful assault on one of the rights inherent in his personality may request that this assault be stopped and compensation for what he may have suffered. Of harm.
Article 51 A person whose right to the use of his name is unlawfully disputed by another, or a person whose name is unlawfully used by another shall have the right to demand cessation of the infringement and compensation for any damage sustained thereby.	Article (51) Anyone who disputes with others over the use of his name without justification, and anyone whose name is unlawfully appropriated by others, may request a cessation of this attack and compensation for any harm he may have suffered.
persons Juristic 2.	**2- The legal person**

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Article 52 Juristic persons are: 1. The state, the provinces (mudirias), towns and villages in accordance with the provisions fixed by law; administrations, departments and other public institutions to which the law has granted the status of juristic persons. 2. Religious groups and communities which the state has recognized as juristic persons. 3. Wakfs. 4. Commercial and civil corporations. 5. Associations and foundations created in accordance With the subsequent provisions hereof. 6. Any group of persons or properties recognized as a juristic persons by virtue of a provision of the law.	Article (52) Legal persons are:- 1) The state, as well as the directorates, cities, and villages, under the conditions determined by the law, and the departments, departments, and other public establishments that the law grants a legal personality. 2) Religious bodies and sects that the state recognizes as a legal personality. 3) Endowments. 4) Commercial and civil companies. 5) Associations and institutions established in accordance with For the provisions that will come later. 6) Every group of people or funds for which legal personality is established pursuant to a text in the law.
Article 53 A juristic person enjoys, within the limits established by law, all rights, with the exception of those rights which are inherent in the nature of an individual. A juristic person has: a) its own patrimonium; b) legal capacity, within the limits fixed by its constitution or established by law; c) the right to sue; d) its own domicile. This domicile is the place where its seat of management is located. A corporation whose seat of management is located abroad but operates in Egypt, is considered, in accordance with internal law, to have its seat of management at the place where its local seat of management is located. A juristic person has a representative to express his will.	Article (53) (1) The legal person enjoys all rights except those inherent in the natural human characteristic, within the limits set by the law. (2) He will have A- an independent financial liability. B- Legal capacity within the limits specified in its establishment document, or determined by law. C- The right to litigation. D- An independent domicile. Its domicile is considered the place where its management center is located. Companies whose main headquarters are abroad and have activity in Egypt are considered their management center, with regard to internal law, and the place where the local administration is located. (3) He will have a representative who will express his will.
Associations	**3-Associations**
Article 54 * Articles 54-80 have been repealed by Presidential Decree.	Articles 54 to 80 Articles 54 to 80 were canceled by Republican Decree Law No. 348 of 1956, Egyptian Gazette No. 88 bis (c) on 11/3/1956. Then the law was canceled by Republican Decree No. 32 of 1964, Official Gazette No. 37. On 3/12/1964.
SECTION III **The Classification of Things and Property**	**Chapter III** **Dividing things and money**
Article 81 Anything that is not outside the ambit of trade by its nature of by virtue of the law, may be the object of proprietary rights. Things outside the ambit of trade by their very nature are things that cannot be objects of exclusive possession. Things outside the ambit of trade by law are things which, in accordance with the law, cannot be objects of proprietary rights.	Article (81) (1) Everything that is not outside the scope of dealing by nature or by law may be subject to assignment For financial rights. (2) Things that are outside the scope of dealing by nature are those that no one can monopolize possession of, and as for things that are outside the rule of law, they are those that the law does not permit to be subject to trade. For financial rights.
Article 82 Things which are fixed and which cannot be removed without damage are immovable. All other things are movable. A movable placed by its owner in an immovable owned by him with the intention of serving or exploiting such immovable is considered an immovable by reason of its destined use.	Article (82) (1) Everything that is fixed in a fixed place in it and cannot be moved from it without damage, is real estate. Everything else is movable. (2) And with That is considered real estate By specification, the movable property that its owner places in a property he owns, as an aside I have to service or exploit this property.
83 Article	Article (83)

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All real rights over an immovable property including the right of ownership and all suits relating to a real right over an immovable are considered to be immovable property. All other proprietary rights are deemed to be movable property.	(1) Any right in rem over real property is considered real property, including the right of ownership, as well as every claim related to a right in rem over real property. (2) Other financial rights are considered movable property.
Article 84 Consumable things are those things whose utility, by reason of their destined use, consists in their consumption or disposal. All things destined for sale in commercial establishments are considered to be consumable.	Article (84) (1) Consumable items are those whose use, according to what they are intended for, is limited to consumption or expenditure.
Article 85 Fungibles are those things which can be replaced one by another in a payment and which it is customary in trade to estimate by number, measure, volume or weight.	Article (85) Similar things are those things that take the place of others when paying, and which are usually estimated in dealings between people by number, size, measure, or weight.
Article 86 Rights in respect of a non-material object are regulated by special laws.	Article (86) Rights that apply to something intangible are regulated by special laws.
Article 87 Immovable and movable property owned by the State or other public juristic persons and allocated either in fact or by virtue of a law or a decree for purposes of public utility, forms part of the public domain. Such immovable and movable property is not alienable, is not liable to seizure nor to acquisition by prescription.	Article (87) (1) Real estate and movable property belonging to the state or public legal persons that are actually allocated for a public benefit or pursuant to a law, decree, or decision of the competent minister are considered public funds. (2) These funds may not be disposed of, seized, or owned by a statute of limitations .
Article 88 Properties forming part of the public domain lose this status with the cessation of their allocation for public utility purposes. This cessation takes place by virtue of a law, or a decree, or in fact, or if the object of public utility for which they were allocated comes to an end.	Article (88) Public funds lose their public character when their allocation for public benefit ends. The allocation ends by virtue of a law, decree, or decision of the competent minister, or by deed, or by the end of the purpose for which those funds were allocated for the public benefit.
FIRST PART **OBLIGATIONS OR PERSONAL RIGHTS**	**Section One: Personal Obligations or Rights**
BOOK I **OBLIGATIONS GENERALLY**	**Book One: Obligations in general**
CHAPTER I **Sources of Obligations**	**Chapter One: Sources of commitment**
Section I **Contracts**	**Chapter One: Contract**
1. Elements of Contracts **Consent:**	**First: Elements of the contract - 1. Satisfaction**
Article 89 A contract is created, subject to any special formalities that may be required by law for its conclusion, from the moment that two persons have exchanged two concordant intentions.	Article (89) The contract is concluded as soon as two parties exchange identical wills, taking into account the specific conditions stipulated by the law for concluding the contract.
Article 90 An intention may be declared verbally, in writing, by signs in general use, and also by such conduct as, in the circumstances of the case, leaves no doubt as to its true meaning. A declaration of intention may be implied when neither the law nor the parties require it to be expressed.	Article (90) (1) Expression of will occurs verbally, in writing, and by customary gestures In its connotation of truth It also occurs by taking a position that leaves no doubt about the circumstances of the situation What is meant? (2) The expression of will may be implicit, if the law does not stipulate it Both parties agree to be frank.
Article 91 A declaration of intention becomes effective from the	Article (91) The expression of will produces its effect at the time it comes into contact with the knowledge of the person to whom it is directed.

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for person the of knowledge the to come it that time whom it was intended, who, subject to proof to the contrary, shall be deemed to have knowledge of the declaration of intention from the time that it reaches him.	The arrival of the expression is considered evidence of knowledge of it unless evidence exists to the contrary.
Article 92 If the person who declared the intention dies or becomes legally incapable before the declaration of intention takes effect, the declaration of intention shall not be less effective at the time it comes to the knowledge of the person for whom it was intended, unless the contrary is shown by the declaration of intention or by the nature of the transaction.	Article (92) If the person to whom the expression of will was made dies or loses his capacity before the expression produces its effect, this does not prevent this effect from having its effect when the expression comes into contact with the knowledge of the person to whom it was addressed, unless the opposite is evident from the expression or from the nature of the transaction.
Article 93 When a time limit is fixed for acceptance, the person who makes the offer is bound to maintain his offer until the expiration of the time limit. The time limit may result from the circumstances or from the nature of the transaction.	Article (93) (1) If a time is set for acceptance, the offeror is obligated to maintain his offer until this time has passed. (2) The deadline may be deduced from the circumstances of the case or from the nature of the transaction.
Article 94 If at the time a contract is being framed, an offer is made without a time limit being fixed for acceptance, the offeror is released from his offer if it is not accepted forthwith. This also applies if the offer is made by one person to another person by telephone or by any other similar means. A contract is concluded, however, even if acceptance is not immediate, when, during the interval between offer and acceptance, there is nothing to indicate that the offeror has withdrawn his offer and the declaration of acceptance is made before the end of the meeting at which the contract was being framed.	Article (94) (1) If the offer is issued in the contract session, without specifying a date for acceptance, the offeror shall absolve himself of his offer if the acceptance is not issued immediately. So is the case then The offer was issued from one person to another by telephone or by any similar method. Thus, the contract is concluded, even if the acceptance is not issued immediately, if there is no evidence of (2) and even though the offeror has withdrawn his offer in the period between the offer and acceptance and the acceptance was issued before the contract adjourned.
Article 95 When the parties have agreed on all the essential points of a contract and have left certain details to be agreed at a later date without stipulating that failing agreement on these details, the contract shall not be concluded, the contract is deemed to have been concluded, And the points of detail will, in the event of dispute, be decided by the court according to the nature of the transaction, to the provisions of the law and to custom and equity.	Article (95) If the two parties agree on all the essential issues in the contract, and reserve detailed issues that they will agree on later, and do not stipulate that the contract is not concluded in the absence of agreement due to the nature of the transaction and the provisions of the law Accordingly, the court will decide accordingly Custom and justice.
Article 96 An acceptance that goes beyond the offer, or that is accompanied by a restriction or modification, is considered to be a rejection comprising a new offer.	Article (96) If the acceptance is accompanied by something that increases, restricts, or modifies the offer, it is considered new. A renewal includes an affirmation
Article 97 In the absence of agreement or a provision of the law to the contrary, a contract between persons who are not present at the time is considered to have been concluded at the place where and at the time when the offeror became aware of the acceptance . The offeror is considered to have had knowledge of the acceptance at the place and at the time the acceptance reached him.	Article (97) (1) The contract between absent parties is considered to have been concluded at the place and time in which the offeror knows of the acceptance, unless there is an agreement or legal text stipulating otherwise. (2) It is assumed that the offeror knew of the acceptance at the place and time in which this acceptance reached him.
Article 98 In the case in which an offeror could not, by reason of the nature of the transaction, in accordance with	Article (98) (1) If the nature of the transaction, commercial custom, or other circumstances indicate that the offeror was not awaiting a declaration of acceptance. The contract is considered concluded.

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Commercial usage, or on account of other circumstances, have anticipated a formal acceptance, the contract is deemed to have been concluded, if the offer is not refused within a reasonable time. Failure to reply is equivalent to acceptance when the offer relates to dealings already existing between the parties, or when the offer is solely in the interests of the offeree.	If the offer is not rejected in a timely manner. . If there was a previous transaction between the (2) Silence regarding the response is considered acceptance contracting parties and the offer was related to that transaction, or if the offer resulted in the benefit of the person to whom it was addressed.
Article 99 A contract of sale by public auction is only concluded when the final bid is accepted. A bid is nullified from the moment a higher bid is made, even if the higher bid is void.	Article (99) The contract in auctions shall not be concluded unless the auction is awarded. A bid is voided by a bid exceeding it, even if it is invalid.
Article 100 Acceptance in the case of a contract of adhesion is confined to adhesion to standard conditions which are drawn up by the offeror and which are not subject to discussion.	Article (100) Acceptance in contracts of adhesion is limited to mere delivery of stipulated conditions set by the offeror and is not subject to discussion.
Article 101 An agreement by which the two parties, or one of them, promise to enter into a particular contract in the future, is only binding if all the essential points of the contract envisaged and the time when the contract should be concluded are stated. When the law provides that a contract shall not be valid unless a certain form is observed, this form must also be observed in any agreement embodying a promise to enter into such a contract.	Article (101) (1) The agreement by which both or one of the contracting parties promises to conclude a specific contract in the future shall not be concluded unless all the essential issues of the contract to be concluded and the period within which it must be concluded are specified. (2) If the law requires the completion of the contract to fulfill a certain form, this form must also be taken into account in the agreement that includes the promise to conclude this contract.
Article 102 If a party, who has promised to enter into a contract, refuses to do so, and the other party takes legal proceedings against him to enforce the promise, and the conditions required for the conclusion of the contract, especially those as to the form, exist, the judgment will, upon becoming final, replace the contract.	Article (102) Fulfilling the promise If a person promised to conclude a contract, then he refused and the other contracting party sued him, demanding If the conditions necessary for the completion of the contract, especially those related to the form, are available, the ruling will be established when it has the force of the thing res judicata taking the place of the contract.
Article 103 In the absence of a clause to the contrary in the contract, the payment of earned money at the time the contract is concluded indicates that either party may withdraw from the contract. The person who has paid the earned money and withdrawn from the contract forfeits the earned money, and the person who has received earned money and withdrawn from the contract shall repay double the amount of the earned money, even if the withdrawal does not cause any prejudice .	Article (103) (1) Payment of the deposit at the time of concluding the contract indicates that each of the contracting parties has the right to withdraw from it, unless the agreement stipulates otherwise. (2) If the one who paid the deposit changes it, he will lose it, and if the one who received it changes it, his double will be returned even if the change does not result in any harm.
Article 104 When a contract is entered into by a representative, such representative and not the principal will be the person who will be looked to in examining the question of vices of consent, or the effects attached to the fact that the contracting party knew or should necessarily have been aware of certain special circumstances. When, however, the representative is a mandatory who acted in accordance with the principal's precise instructions, the principal cannot plead the ignorance of his representative of circumstances which the principal	Article (104) (1) If the contract is concluded by representation, the person of the representative, not the original person, is the subject of consideration when considering defects in the will or the effect of knowledge of some special circumstances, or the assumption of knowledge of them inevitably. If the representative is an agent and acts in accordance with certain instructions (2) issued to him by his client, the principal does not have the right to claim that the representative was ignorant of circumstances that he himself knew, or that he was inevitably supposed to know.

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knew or should have necessarily known.	
Article 105 When a contract is concluded by a representative within the limits of his authority in the name of his principal, the rights and obligations resulting therefrom will be in favor of and binding upon the principal.	Article 105 If the representative, within the limits of his representation, concludes a contract in the name of the principal, the rights and obligations arising from this contract will be added to the principal
Article 106 When a contracting party did not disclose at the time of the conclusion of a contract that he is acting as a representative, the contract only operates in favor of or binds the principal, if the third party with whom the representative contracted should necessarily have known that the contracting party was the representative of the principal, or if it was of no importance to the third party whether he entered into the transaction with the principal or with the representative.	Article 106 If the contracting party does not announce at the time of concluding the contract that he is contracting in his capacity as a representative, the effect of the contract is not credited to the principal as a creditor or debtor, unless it is inevitably assumed that the person with whom the representative has contracted knows of the existence of the representation, or it is equal for him to deal with the principal or the representative.
Article 107 If a representative and a third party with whom the representative concluded a contract were both unaware at the time the contract was concluded of the extinction of the representation, the effects of the contract concluded by the representative, whether they involve rights or obligations, revert to the principal or his successor in title.	Article 107 If the representative and the person who contracted with him were both unaware at the time of the contract that the representation had expired, then the effect of the contract he concluded, whether it was a right or an obligation, is credited to the principal or his successors.
Article 108 Except where otherwise provided by law or by commercial rules, no one may contract with himself in the name of the person he represents, either for his own benefit or for that of a third party, without the authority of his principal, who, Nevertheless, in such a case, may ratify the contract.	Article 108 himself in the name of his representative, whether it is not permissible for a person to enter into a contract for his own account or for the account of another person without a license from the principal. However, in this case, the principal may authorize the contract. All this taking into account what is contrary to it, what is required by law or the rules of trade.
Article 109 Every person who has not been declared to be under total or partial legal incapacity, has the legal capacity to conclude a contract.	Article 109 Every person has capacity to contract unless his capacity is stripped or limited by law.
Article 110 A minor lacking discretion has not the legal capacity to dispose of his property. All his acts in law are deemed to be void.	Article 110 A minor who is not discerning does not have the right to dispose of his money, and all his actions are invalid.
Article 111 Contracts and other dispositions of property entered into by a minor possessing discretion are valid when wholly to his advantage and void when wholly to his disadvantage. Dispositions of property which may be, at the same time, profitable and detrimental, may be annulled, if this is in the interest of the minor. Annulment cannot be claimed if the act is ratified by the minor upon attaining his majority or by his guardian or by the court, as the case may be, in accordance with the law.	Article 111 (1) If the boy is special, his financial actions are valid when they are purely beneficial, and invalid when they are purely harmful. (2) As for financial transactions involving benefit and harm, they are subject to cancellation in the interest of the minor, and the right to insist on invalidation disappears if the minor authorizes the transaction after reaching the age of majority, or if permission is issued by his guardian or by the court, as the case may be, in accordance with the law.
Article 112 A minor possessing discretion, who has attained the age of eighteen years and has been authorized to take possession of his property in order to manage it, or has taken possession of his property by virtue of law, may	Article 112 If the distinguished boy reaches eighteen years of age and is authorized to receive his money for management, or receive it by virtue of the law, the management actions issued by him shall be valid within the limits set by the law.

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Effectively perform acts of management within the limits of the law.	
Article 113 The courts shall pronounce or raise interpretations on all persons suffering from insanity, mental derangement or imbecility, and prodigals, in accordance with the rules and the procedure prescribed by law.	Article 113 The insane, the imbecile, the negligent and the foolish, the court shall quarantine them and lift the quarantine in accordance with the rules and procedures established in the law.
Article 114 An act entered into by a person suffering from insanity or mental derangement after the registration of the sentence of interdiction is null. An act done before the registration of the sentence of interdiction is null only if the state of insanity or derangement was a matter of common notoriety at the time the contract was entered into or if the other party had knowledge thereof.	Article 114 (1) The disposition of the insane or imbecile shall be invalidated if the disposition was issued after the interdiction decision was registered. (2) If the disposition is issued before the interdiction decision is registered, it will not be invalid unless the state of insanity or dementia was common at the time of the contract. Or the other party was aware of it.
Article 115 An act entered into by a person placed under interdiction for imbecility or prodigality after the registration of the sentence of interdiction, will be governed by the provisions regulating acts performed by minors possessing discretion. An act entered into before the registration of the sentence of interdiction shall only be void or voidable if unfair advantage has been taken of the condition of the person under interdiction or if there has been fraudulent collision.	Article 115 (1) If a negligent or foolish person takes action after registering the interdiction decision, the provisions that apply to the actions of a discerning child shall apply to this action. (2) As for the disposition issued before the registration of the interdiction decision, it is not invalid or voidable, unless it is the result of exploitation or collusion.
Article 116 The constitution of a wakf, or the execution of a will by a person placed under interdiction for prodigality or for imbecility is valid, if the interdicted person has been duly authorized by the court. Acts of management carried out by a person placed under interdiction for prodigality, who has been authorized to take possession of his property, are valid within the limits provided by the law.	Article 116 (1) The action of the person under interdiction due to his foolishness or negligence through endowment or will is valid, as long as the court gives him permission to do so. (2) The administration actions issued by the person under interdiction due to the arrogance of the person authorized to receive his money shall be valid within the limits set by the law.
Article 117 If a person is deaf and dumb, deaf and blind or blind and dumb, and cannot, by reason of his infirmity, express his will, the court may appoint a judicial advisor to assist him in connection with such acts as may be necessary in his interests. An act for which the assistance of a judicial advisor has been ordered is voidable, if the act is performed by the person provided with a judicial advisor without the assistance of such advisor, after the registration of the decision providing for such assistance.	Article 117 (1) If a person is deaf, mute, or blind, and because of that, he is unable to express his will, the court may appoint a judicial assistant for him to assist him in the actions in which his interest so requires. (2) Each of the actions for which judicial assistance was decided shall be subject to invalidation, whenever the person issued a lawsuit for which judicial assistance was decided without the assistance of the assistant, if the action was issued after the assistance decision was registered.
Article 118 An act by a natural guardian, a legal guardian or a curator is valid within the limits provided by law.	Article 118 Actions issued by guardians, guardians, and officials shall be valid within the limits set by the law.
Article 119 A person under legal incapacity, may demand the avoidance of the contract, subject, however, to his liability to payment of damages if he has employed fraudulent methods to conceal his legal incapacity.	Article 119 A person lacking legal capacity may request cancellation of the contract, without prejudice to his obligation to pay compensation, if he resorts to fraudulent methods to hide his lack of legal capacity.
120 Article	Article 120

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A party to a contract may demand the avoidance of the contract if he committed an essential mistake, if the other party committed the same mistake or had knowledge thereof, or could have easily detected the mistake.	If the contracting party makes a fundamental mistake, he may request the contract to be invalidated, if the other contracting party had also made this mistake, or was aware of it, or was easy for him to discover.
Article 121 A mistake is an essential mistake when its gravity is of such a degree that, if it had not been committed, the party who was mistaken would not have concluded the contract. The mistake is considered to be essential more particularly: a) when it has a bearing on the quality of the thing, which the parties have considered essential or which must be considered essential, taking into consideration the circumstances surrounding the contract and the good faith that should prevail in business relationships. b) when it has a bearing on the identity or on one of the qualities of the person with whom the contract is entered into, if this identity or this quality was the principal factor in the conclusion of the contract.	Article 121 (1) A mistake is fundamental if it reaches a level of seriousness such that the contracting party would have refrained from concluding the contract had he not made this mistake. (2) The error is considered fundamental in particular: A - If it occurs in a characteristic of the thing that is essential in the consideration of the contracting parties. Or it must be considered as such due to the circumstances of the contract and the good faith required for dealing. B - If it occurs in the person of the contracting party or in one of his attributes, and that person or this attribute is the main reason for the contract.
Article 122 In the absence of a provision of the law to the contrary, a mistake in law entails the voidability of the contract, if the mistake fulfills the elements of a mistake of fact in In accordance with the two preceding articles.	Article 122 The contract is voidable due to a mistake in the law, if the conditions for the mistake are met in reality in accordance with the previous two articles, unless the law requires otherwise.
Article 123 More mistakes of calculation or clerical mistakes do not affect the validity of a contract; These errors must, however, be corrected.	Article 123 A mere error in the calculation does not affect the validity of the contract. There are no mistakes in the pen, but the mistake must be corrected.
Article 124 A party who has committed a mistake cannot take advantage of the mistake in a manner contrary to the principles of good faith. Such a party, moreover, remains bound by the contract which he intends to conclude, if the other party shows that he is prepared to perform the contract.	Article 124 what (1) Anyone who has committed a mistake has no right to adhere to it in a way that conflicts with what is required by good faith. (2) In particular, he remains bound by the contract he intended to conclude, if the other party shows his willingness to implement this contract.
Article 125 A contract may be declared void on the grounds of fraudulent misrepresentation, when the artifices practiced by one of the parties, or by his representative are of such gravity that, but for them, the other party would not have concluded the contract. Intentional silence on the part of one of the parties as to a fact or as to the accompanying circumstances constitutes fraudulent misrepresentation if it can be shown that the contract would not have been concluded by the other party had he had knowledge thereof.	Article 125 (1) The contract may be invalidated due to fraud if the tricks resorted to by one of the contracting parties, or his representative, were so serious that without them, the second party would not have concluded the contract. (2) It is considered fraud to intentionally remain silent about a fact or circumstance if it is proven that the person being deceived would not have concluded the contract had he known about that fact or circumstance.
Article 126 A party who is the victim of fraudulent misrepresentation by a third party can only demand the avoidance of the contract, if it is established that the other contracting party was aware of, or should necessarily have been aware of the fraudulent misrepresentation.	Article 126 If the fraud was committed by non-contracting parties, the fraudulent contracting party has no right to request invalidation of the contract, unless he suppresses that the other contracting party knew or should have inevitably known of this fraud.
Article 127 A contract is voidable as a result of duress, if one of the parties has contracted under the stress of justifiable fear	Article 127 (1) A contract may be voided due to coercion if a person contracts under the power of unjustly instilled in himself by the other contracting party. It was based on.

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unlawfully instilled in him by the other party. Fear is deemed to be justified when the party who invokes it has been led to believe, in view of the circumstances, that a serious and imminent danger to life, limb, honor or property threatened him or others. In appreciating the extent of duress, the sex, age, social position and the condition of health of the victim should be taken into consideration, as well as any other circumstance that might have aggravated the duress.	(2) Fear is based on the fact that the circumstances of the situation make it appear to the party claiming it that a serious and imminent danger threatens him or others in life, body, honor, or property. (3) In estimating the coercion, the gender of the person upon whom this coercion was imposed, his age, his social and health condition, and every other circumstance that might affect the severity of the coercion, shall be taken into account.
Article 128 When the duress is practiced by a person other than one of the contracting parties, the victim cannot demand the avoidance of the contract, unless it is established that the other contracting party had, or should necessarily have, knowledge thereof.	Article 128 If the coercion is issued by someone other than the contracting parties, the coerced contracting party has no right to request invalidation of the contract, unless it is proven that the other contracting party knew or was inevitably supposed to know of the coercion.
Article 129 If the obligations of one of the contracting parties are out of all proportion to the advantages that he obtains from the contract or to the obligations of the other contracting party, and it is established that the party who has suffered the prejudice entered into the contract only as a result of the other party exploiting his obvious levity of character or his unbridled passion, the judge may, at the request of the party so prejudiced, annul the contract or reduce the obligations of such party. Proceedings instituted on such grounds shall be barred unless commenced within one year from the date of the contract. In a contract entered into for valuable consideration, the other party may avoid annulment proceedings by making such an offer as the judge may consider adequate compensation to cover the injury.	Article 129 that this contracting (1) If the obligations of one of the contracting parties are not at all equivalent to the benefit party obtained under the contract or with the obligations of the other contracting party, and the contract is concluded only because the other contracting party took advantage of it recklessly and that the wronged contracting party did not enter into evidence or had an unruly whim, the judge may based Upon the request of the aggrieved contractor to invalidate the contract or reduce the obligations of this contractor. (2) The lawsuit must be filed within one year from the date of the contract, otherwise it will be unacceptable. (3) In compensation contracts, it is permissible for the other party to avoid a claim of invalidation, if he presents what the judge deems sufficient to remove the unfairness.
Article 130 The preceding article shall apply subject to special provisions of the law relating to lesion in certain contracts, and to the provisions of the law as regards rates of interest.	Article 130 In applying the previous article, care must be taken without prejudice to the provisions relating to unfairness in some contracts or interest rates.
:Object	**The**
Article 131 Things that may happen in the future may be the object of an obligation. An agreement with regard to the succession of a living person is void, even if he consents to such an agreement, except in cases provided for by law.	**subject** is Article 131 (1) The subject of the obligation may be something future. (2) However, dealing in the estate of a living person is invalid, even if it is with consent, except in the cases stipulated in the law.
Article 132 If the object of an obligation is something impossible in itself, the contract is void.	Article 132 If the subject of the obligation is impossible in itself, the contract is void.
Article 133 When the object of an obligation is not certain as to its nature, it must at least be determined as to its kind and quantity, as otherwise the contract is void. The object of an obligation may, however, only be determined as to kind, if the contract provides a method of ascertaining the quantity. If there is no agreement as to the degree of quality and the quality cannot be ascertained by usage or by any other circumstances, the	Article 133 (1) If the object of the obligation is not specific in itself, it must be specific in type and amount, otherwise the contract will be invalid. (2) It is sufficient for the object to be specific in kind only if the contract includes something by which its amount can be determined. If the contracting parties do not agree on the grade of the item, in terms of its quality, and this cannot be deduced from custom or from any other circumstance, the debtor is obligated to deliver something of an average grade.

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Debtor must supply an article of average quality.	
Article 134 When the object of an obligation is a sum of money, the debtor is bound only to the extent of the actual figure of the sum of money stated in the contract, whatever be the increase or decrease in the value of such money at the date of payment.	Article 134 If the subject of the obligation is money, the debtor is obligated to the extent of its number mentioned in the contract, without the increase or decrease in the value of this money at the time of payment having any effect.
Article 135 A contract is void if its object is contrary to public policy or morality.	Article 135 If the subject of the obligation is contrary to public order or morals, the contract is invalid.
:Consideration	**The reason** is Article 136
Article 136 A contract is void when an obligation is assumed without consideration or for a consideration contrary to public policy or morality.	If there is no reason for the obligation, or if its reason is contrary to public order or morals, the contract is invalid.
Article 137 An obligation is considered to have lawful consideration, even if such consideration is not expressed in the contract, unless the contrary is proven. The consideration expressed in the contract is considered to be the true consideration until evidence to the contrary is produced. Upon evidence being produced that the consideration is feigned, the onus falls on the person who maintains that the obligation has another lawful consideration of proving his contention.	Article 137 (1) Every obligation for which no reason is stated in the contract is presumed to have a legitimate reason. Unless there is evidence to the contrary. (2) The reason mentioned in the contract is considered the real reason until evidence is established. If the evidence is based on the shamness of the reason, then whoever claims that the obligation has another legitimate reason must prove what he claims.
:Nullity	**Nullity**
Article 138 When the law recognizes the right of one of the contracting parties to procure the avoidance of the contract, the other party cannot avail itself of this right.	Article 138 If the law gives one of the contracting parties the right to nullify the contract, the other contracting party does not have the right to: cling to this right.
Article 139 The right to procure avoidance of the contract is extinguished by an express or implied rating of the contract. Ratification is retroactive to the date of the contract, without prejudice to the rights of third parties.	Article 139 (1) The right to void the contract shall be eliminated by express or implied approval. (2) The authorization is based on the date on which the contract was concluded, without prejudice to the rights of third parties.
Article 140 The right to procure the avoidance of a contract is prescribed, if not invoked within three years. This period runs, in case of legal incapacity, from the date of the cessation of such incapacity; In the case of mistake or fraudulent misrepresentation, from the date the mistake or misrepresentation is discovered; In the case of duress, from the date it has ceased. In no case can avoidance be claimed as a result of mistake, fraudulent representation or duress, when fifteen years have elapsed from the date of the conclusion of the contract.	Article 140 (1) The right to cancel the contract shall be forfeited if the owner does not adhere to it within three years. (2) This period begins to run in the event of a lack of eligibility. From the day on which this reason disappears, and in the case of error or fraud, from the day on which it is revealed, its cessation. In any case, it is not permissible to adhere to a right. In the case of coercion, from the day of invalidation due to error, fraud or coercion, if fifteen years have passed from the time the contract was completed.
Article 141 When a contract is void, its nullity may be invoked by every person having an interest in the contract and such nullity may also be ordered by the court on its own initiative. Nullity cannot disappear by classification of the contract. Nullity proceedings are prescribed after fifteen years	Article 141 (1) If the contract is invalid, any interested party may claim the invalidity, and the court may decide it on its own initiative, and the invalidity does not disappear with approval. (2) The invalidity lawsuit shall lapse after fifteen years have passed from the time of the contract.

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from the date of the conclusion of the contract.	
Article 142 When a contract is void or annulled, the parties are reinstated in their position prior to the contract. If such reinstatement is impossible, damages equivalent to the loss may be awarded. When, however, a contract concluded by a person without legal capacity is annulled by reason of his lack of capacity, he shall only be liable to refund such profits as he derived from the performance of the contract.	Article 142 (1) In cases of nullification or invalidation of the contract, the contracting parties shall be returned to the state they were in before the contract. If this is impossible, an equivalent compensation may be awarded. This does not require a person lacking legal capacity. If the contract is invalidated due to his lack of legal capacity. To return (2) with anything other than the benefit he gained due to the implementation of the contract.
Article 143 When part of a contract is void or voidable, that part alone will be annulled, unless it is established that the contract would not have been entered into without such a part, in which case the contract will be void as a whole.	Article 143 If part of the contract is invalid or voidable, then this part alone is invalid. Unless it becomes clear that the contract would not have been concluded without the part that occurred, which is invalid or voidable, then the entire contract is invalid.
Article 144 When a void or voidable contract contains the elements of another contract, the contract will be deemed to be valid to the extent of the other contract, if it appears that the parties intended to conclude such another contract.	Article 144 If the contract is invalid or voidable and the elements of another contract are met, then the contract is valid as it is considered the contract whose elements are met, if it becomes clear that the intention of the contracting parties was to conclude this contract.
2. The Effects of a Contract Article	**Contract effects - 2**
145 Subject to the rules relating to successions, the effects of a contract apply to the parties and to their universal successors in title, unless it follows from the contract, from the nature of the transaction or from a provision of the law, that the effects of the contract do not pass to the universal successors in the title of a party.	Article 145 We distribute the effect of the contract to the contracting parties and the general successor. Without prejudice to the rules related to inheritance, unless it is clear from the contract, the nature of the transaction, or the text of the law that this effect does not extend to the general successor.
Article 146 Obligations and personal rights created by contracts relating to property that has subsequently been transferred to particular successors in title are transferred to such particular successors in title together with the property, when such obligations and rights constitute essential elements of the property and the particular successors in title had knowledge at the time of the transfer of the property to them.	Article 146 If the contract creates personal obligations and rights related to a thing that is later transferred to a special successor, then these obligations and rights are transferred to this successor at the time the thing is transferred, if they are his requirements and the special successor knew about them at the time the thing was transferred to him.
Article 147 The contract makes the law of the parties. It can be revoked or altered only by mutual consent of the parties or for reasons provided for by law. When, however, as a result of exceptional and unpredictable events of a general character, the performance of the contractual obligation, without becoming impossible, becomes excessively onerous in such a way as to threaten the debtor with exorbitant loss, the judge may according to the circumstances , and after taking into consideration the interests of both parties, reduce to reasonable limits, the obligation that has become excessive. Any agreement to the contrary is void.	Article 147 (1) The contract is the law of the contracting parties. It may not be annulled or amended except by agreement of both parties, or for reasons determined by the law. This is if general exceptional incidents occur that could not have been predicted (2) and their occurrence results in the implementation of the contractual obligation, even if it does not become impossible, the judge may, as a consequence become burdensome for the debtor, threatening him with a heavy loss due to the circumstances and bridging the balance between the interests of the two parties, to return the burdensome obligation to Reasonable limit. Any agreement contrary to this shall be void.
Article 148 A contract must be performed in accordance with its contents and in compliance with the requirements of good faith.	Article 148 What it requires: 1) The contract must be implemented in accordance with its contents and in a manner consistent with good faith. (2) The contract is not limited to obligating the contracting party to do what is stated in it.

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A contract binds the contracting party not only as regards its expressed conditions, but also as regards everything which, according to law, usage and equity, is deemed, in view of the nature of the obligation, to be a necessary sequel to the contract.	But it also addresses what is one of its requirements, according to the law, custom, and justice, according to the nature of the obligation.
Article 149 When a contract of adhesion contains leonine conditions, the judge may modify these conditions or relieve the adhering party of the obligation to perform these conditions in accordance with the principles of equity. Any agreement to the contrary is void.	Article 149 If the contract was concluded by way of compliance and included arbitrary conditions, the judge may amend these conditions or exempt the compliant party from them, in accordance with what justice requires. Any agreement contrary to this shall be void.
Article 150 When the wording of a contract is clear, it cannot be deviated from in order to ascertain by means of interpretation the intention of the parties. When a contract has to be construed, it is necessary to ascertain the common intention of the parties and to go beyond the literal meaning of the words, taking into account the nature of the transaction as well as that loyalty and confidence which should exist between the parties in accordance with commercial usage.	Article 150 (1) If the contract statement is clear, it is not permissible to deviate from it by interpreting it to determine the will of the contracting parties. (2) If there is a place for interpreting the contract, it is necessary to search for the common with intention of the contracting parties without stopping at the literal meaning of the words. This should be guided by the nature of the transaction and the honesty and trust that should exist between the contracting parties. According to current custom in transactions.
Article 151 In cases of doubt the construction shall be in favor of the debtor. The construction, however, of obscure clauses in a contract of adhesion must not be detrimental to the adhering party.	Article 151 (1) The doubt is explained in the interest of the debtor. Therefore, the interpretation of ambiguous phrases in contracts (2) and with adhesion may not be harmful to the interest of the adhering party.
Article 152 A contract does not create binding obligations upon third parties, but may create rights in their favor.	Article 152 The contract does not create an obligation for others. But he may actually earn it.
Article 153 A person who binds himself to procure the performance of an obligation by a third party, does not in so doing bind the third party. If the third party refuses to perform the obligation, the person who bound himself to obtain such performance will be liable to indemnify the other contracting party by himself performing the obligation, the performance of which he undertook to procure. In the event of the third party consenting to perform the obligation, his consent is effective only from the time that it is given, unless it is indicated expressly or by implication that the consent is retroactive as from the date of agreement between the contracting parties.	Article 153 (1) If a person pledges to make another person commit to something, he does not bind the other person to his pledge. If the third party refuses to abide by it, the pledger must compensate the person with whom he contracted. This means that he can get rid of the compensation by himself carrying out the implementation with and he may fulfill the obligation that he pledged. (2) If a third party accepts this pledge, his acceptance will only have effect from the time of its issuance, unless it becomes clear that he intended, explicitly or implicitly, for the effect of this acceptance to be based on the time at which the pledge was issued.
Article 154 A person may by a contract in his own name stipulate that an obligation shall be performed for the benefit of a third party, when he has a personal interest, material or moral, in the performance of such an obligation. As a result of such a stipulation and in the absence of an agreement to the contrary, the third party beneficiary acquires a direct right against the person who undertook to perform the obligation, and may call upon him to do so. The person who gave the undertaking may set up against the beneficiary the defenses arising out of the contract. The stipulation may also demand the performance of the obligation in favor of the beneficiary, unless it appears	Article 154 (1) A person may contract in his name for obligations stipulated for the benefit of others, if he has a personal interest in implementing these obligations, whether ordinary or moral. (2) This condition results in a third party gaining a direct right before the person undertaking the implementation of the condition can demand that he fulfill it, unless otherwise agreed upon. Because this contractor has the right to defend against the beneficiary the defenses that arise from the contract. (3) It is also permissible for the stipulator to demand the implementation of what was stipulated for the benefit of the beneficiary, unless it appears from the contract that only the beneficiary is permitted to do so.

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From the contract that performance may only be demanded by the beneficiary.	
Article 155 The stipulator himself, but not his creditors or heirs, may revoke the stipulation for a third party, provided that the revocation is made before the beneficiary advises the debtor or the stipulator of his wish to have the benefit of the stipulation, and that The revocation is not contrary to the spirit of the contract. In the absence of any express or implied agreement to the contrary, the revocation does not liberate the debtor vis-a-vis the stipulator. The stipulator may substitute a new beneficiary in the place of the former beneficiary, or may retain for himself the benefit of the stipulation.	Article 155 (1) The stipulator, but not his creditors or heirs, may revoke the stipulation before the beneficiary announces to the stipulator or to the stipulator his desire to benefit from it, unless this is contrary to what is required by the contract. (2) Revoking the stipulation does not result in the contractor being discharged from his liability towards the stipulator. Unless it is explicitly or implicitly agreed otherwise, the stipulator has the right to replace the first beneficiary with another beneficiary, and he also has the right to reserve for himself the benefit from the stipulation.
Article 156 A stipulation in favor of a third party may be made in favor of future persons or institutions, and also in favor of persons or institutions who are not identified at the date of the contract, provided that these persons or institutions can be identified at the date when the effects of the contract come into operation in accordance with the stipulation.	Article 156 In a stipulation for the benefit of others, it is permissible for the beneficiary to be a receiving person or entity. It is also permissible for him to be a person or entity that was not designated at the time of the contract, if their appointment was possible at the time the contract took effect in accordance with the stipulation.
3. Dissolution of contract	**Contract dissolution - 3**
Article 157 In bilateral contracts (contrats synallagmatiques) if one of the parties does not perform his obligation, the other party may, after serving a formal summons on the debtor, demand the performance of the contract or its rescission, with damages, if due, in either case. The judge may grant additional time to the debtor, if it is necessary as a result of the circumstances. The judge may also reject an application for rescission when the part of the contract which the debtor has failed to perform is of little importance in comparison with the obligation in its entirety.	Article 157 (1) In contracts binding on both sides, if one of the contracting parties does not fulfill his obligation, the other contracting party may, after notifying the debtor, demand the implementation of the contract or its termination, with compensation in both cases if he has a reason. , as (2) The judge may grant the debtor a period of time if the circumstances require it. He may refuse annulment if what the debtor did not acknowledge is of little importance in relation to the obligation as a whole.
Article 158 The parties may agree that in case of non-performance of the obligations flowing from the contract, the contract will be deemed to have been rescinded ipso facto without a court order. Such an agreement does not release the parties from the obligation of serving a formal summons, unless the parties expressly agree that such a summons will be dispensed with.	Article 158 It is permissible to agree that the contract will be considered terminated on its own without the need for a judicial ruling - when the obligations arising from it are not fulfilled, and this agreement does not exempt from excuses, unless the contracting parties explicitly agree to be exempt from it.
Article 159 When an obligation arising out of a bilateral contract is extinguished by reason of impossibility of performance, correlative obligations are also extinguished and the contract is rescinded ipso facto.	Article 159 In contracts binding on both sides, if an obligation is annulled due to the impossibility of its implementation, the corresponding obligations are terminated and the contract is annulled on its own.
Article 160 When a contract is rescinded, the parties are reinstated in their former position. If reinstatement is impossible, the court may award damages.	Article 160 If the contract is annulled, the contracting parties will be returned to the state they were in before the contract. If this is impossible, compensation may be awarded.
Article 161 When, in the case of bilateral contract, correlative obligations are due for performance, either of the contracting parties may abstain from the performance of	Article 161 In contracts binding on both sides, if the corresponding obligations are due to be fulfilled, Each of the contracting parties may refrain from implementing his obligation if the other contracting party does not implement what he has committed to.

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his obligation, if the other party does not perform his obligation.	
SECTION II **Unilateral Undertakings**	**Chapter Two:** **The Single Will**
Article 162 A person who makes a promise to the public of a reward in exchange for a specified service is bound to pay the reward to the person who performs the service, even if he acted without thought of the promise of reward, or without knowledge thereof. When the person who made the promise does not fix a period of time for the performance of the service, he may withdraw his promise by means of a notice to the public, but such withdrawal will not affect the rights of a person who has already performed the service. The right of action for the reward will be forfeited, if such action is not lodged within six months from the date of publication of the notice of withdrawal.	Article 162 (1) Whoever promises the public a prize to be given for a specific work is obligated to give the prize to whoever performs that work, even if he does it without regard to the promise of the reward or without knowledge of it. (2) If the promisor does not specify a deadline for carrying out the work, he may revoke it and not announce it to the public, provided that this does not affect the right of the person who completed the work before revoking the promise. The claim for the prize shall be dropped if it is not filed within six months from the date of his announcement of the revocation to the public.
SECTION III **Unlawful Acts**	**Chapter** **Three: Illegal Work**
1. Liability Arising from Personal Acts Article 163	**Personal Business Responsibility - 1**
Every fault which cause injury to another, imposes an obligation to make reparation upon the person by whom it is committed.	Article 163 Every mistake that causes harm to others obligates the person who committed it to compensate.
Article 164 Every person in possession of discretion is responsible for his unlawful acts. When an injury is caused by a person not in possession of discretion, the judge may, if no one is responsible for him, or if the victim of the injury cannot obtain reparation from the person responsible, condemn the person causing the injury to pay equitable Damages, taking into account the position of the parties.	Article 164 (1) A person is responsible for his illegal actions whenever they are committed while he is distinguished. That is, if the damage was caused by an undistinguished person and there was no one (2) who is responsible for it, or if it was not possible to obtain compensation from the person responsible, the judge may oblige the person from whom the damage occurred to provide fair compensation, taking into account the position of the adversaries.
Article 165 In the absence of a provision of the law or an agreement to the contrary, a person is not liable to make reparation, if he proves that the injury resulted from a cause beyond his control, such as unforeseen circumstances, force majeure, the fault of the victim or of a third party.	Article 165 If the person proves that the damage arose from a foreign cause beyond his control, such as a sudden accident, force majeure, a mistake on the part of the injured person, or a mistake on the part of a third party, he is not obligated to compensate for this damage, unless there is a stipulation or agreement to the contrary.
Article 166 A person who causes an injury to another in the legitimate defense of his person or property, or of the person or property of a third party, is not responsible, provided that he does not exceed the measures necessary for his defense, as otherwise he will be liable to damages assessed in accordance with the principles of equity.	Article 166 Whoever causes harm while in a state of legitimate defense of himself or his property, or of the life or property of others, shall not be held liable, provided that his defense does not exceed what is necessary. Otherwise, he becomes obligated to make an accusation that takes into account the requirements of justice.
Article 167 A public official is not responsible for an act by which he causes injury to another person, if he acted in pursuance of an order received from a superior, which order he had to obey or thought he had to obey, and if he shows that he believed that the act he performed was lawful, that he had reasonable grounds for such belief and that he	Article 167 The public employee shall not be held responsible for his work that harmed others if he performed it in implementation of an order issued to him by a superior, as long as obeying this order was obligatory for him, or he believed that it was obligatory, and it was proven that he believed in the legality of the work that he performed, and his belief was based on reasonable reasons. He took caution in his work.

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acted with care.	
Article 168 A person who causes injury to another person, in order to avoid greater injury that threatens him or a third party, is only responsible for such damages as the judge deems equitable.	Article 168 Whoever causes harm to others in order to avoid greater harm to himself or to others is only obligated to pay compensation that the judge deems appropriate.
Article 169 When several persons are responsible for an injury, they are jointly and severally responsible to make reparation for the injury. The liability will be shared equally between them, unless the judge fixes their individual share in the damage due.	Article 169 If there are multiple persons responsible for a harmful act, they shall be joint in their obligation to compensate for the damage, and the responsibility shall be equal among them, unless the judge appoints each of them's share in the compensation.
Article 170 The judge shall decide, in accordance with the provisions of Articles 221 and 22 and in the light of circumstances, the extent of the damages for the loss suffered by the victim. If the judge is not in a position at the time of the judgment to definitely fix the extent of the injury, he may allow the victim a delay within which he may claim reassessment of the damages.	Article 170 The judge estimates the extent of compensation for the damage sustained by the injured person in accordance with the provisions of 222, taking into account the circumstances. If Articles 221 is not available to him, he may reserve for the injured person at the time of judgment to determine the extent of compensation permanently, and the right to demand, within a certain period, that the assessment be reconsidered.
Article 171 The judge shall decide the method of payment of damages in accordance with the circumstances. The damages may be paid by installments, or in the form of a regular periodical payment, in either of which cases the debtor may be ordered to provide security. Damages will consist of a money payment. Upon the demand of the victim, however, the judge may, in accordance with the circumstances, order that the damage be made good by restoration of the original position, or by the performance of a prestation that has a connection with the unlawful act.	Article 171 (1) The judge determines the method of compensation according to the circumstances, and it may be permissible for it to be an arranged income, and in these two installments of compensation, as in both cases, it is permissible to oblige the debtor to provide insurance. (2) Compensation is estimated in cash, provided that the judge may, depending on the circumstances and upon the request of the injured person, order the situation to be restored to what it was, or order the performance of a specific order related to the illegal act, as a way of compensation.
Article 172 An action for damages arising from an unlawful act is prescribed after three years from the date upon which the victim knew of the injury and identity of the person who was responsible. An action for damages is prescribed in any case after fifteen years from the date on which the unlawful act was committed. When a claim arises out of a penal offense and the penal action is not prescribed after the delays set out in the preceding paragraph, the action for damages is only prescribed when the penal action itself is prescribed.	Article 172 (1) A claim for compensation arising from an unlawful act shall be subject to the statute of limitations after three years have passed from the day on which the injured party learned of the occurrence of the accident and of the person responsible for it. This lawsuit shall lapse in any case after fifteen years have passed from the day the illegal act occurred. (2) However, if this lawsuit arose from a crime, and the criminal lawsuit was not dropped after the expiry of the dates mentioned in the previous paragraph, then the compensation lawsuit will not be dropped unless the criminal lawsuit is dropped.
2- Liability arising from the acts of another Article 173 A	**Others act on responsibility - 2**
person who is, by law or agreement, entrusted with the supervision of a person who, on account of his minority or his mental or physical condition, requires supervision, is liable for damages for Injuries caused to a third party by unlawful acts of the person under his supervision. The responsibility exists even when the person causing the injury is a person who is deprived of discretion. A minor is deemed to require supervision until he has attained fifteen years or if, having attained that age, he is under the care of a person in charge of his upbringing. The supervision of a minor is the responsibility of him	Article 173 (1) Anyone who is obliged by law or agreement to supervise a person who is in need of supervision, due to his disability or because of his mental or physical condition, is obligated to compensate for the damage caused by that person to others through his illegal action. This obligation applies even if the person who committed the harmful act was not discerning. ' (2) A minor is considered to be in need of supervision if he has not reached or attained fifteen years of age and is in the custody of the person responsible for his upbringing. Supervision over the minor is transferred to his teacher at school or the supervisor of the craft as long as the minor is under the supervision of the teacher or supervisor. Supervision over the minor wife is transferred to her husband. Or to someone who supervises the husband. (3) The person charged with oversight can absolve himself of responsibility if he proves that he did so

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schoolmaster or of the person under whose supervision he works during the time he is under the care of such master or of such person under whom he works. The supervision of a wife who is a minor is the responsibility of her husband or of the person who is responsible for the supervision of the husband. A person who is entrusted with the supervision of another person may escape liability by proving that he performed his duty of supervision or that the injury could not have prevented, even if he had exercised all necessary care.	The duty of supervision, or it has been proven that the damage would have occurred even if the duty was carried out with due diligence.
Article 174 A master is liable for the damage caused by an unlawful act of his servant, when the act was performed by the servant in the course, or as a result, of his employment. The relationship between master and servant exists even when the master has not been free to choose his servant, provided he has actual powers of supervision and control over his servant.	Article 174 (1) The subordinate shall be responsible for the damage caused by his subordinate through his illegal work, if it is caused by him in the course of performing his job or because of it. (2) The relationship of subordination is established, even if the person being followed is not free to choose his follower, when he has authority over him, he must control and direct him.
Article 175 A person responsible for an act of another person has a claim for redress against that other person to the extent that the other person is responsible for the reparation of the injury.	Article 175 The person responsible for the work of others has the right of recourse against him to the extent that this third party is responsible for compensation for the damage.
Things from Arising Liability 3-	**3- Liability arising from things**
Article 176 A person in charge of an animal, even if he is not its owner, is liable for any harm done by the animal, even if the animal strays or escapes, unless such person shows that the accident was due to a cause beyond his control.	Article 176 The animal keeper is responsible for what the animal causes, even if he is not the owner of the damage, and even if the animal strays or escapes, unless the keeper proves that the occurrence of the accident was caused by a foreigner in which he had no hand.
Article 177 A person in charge of a building, even if he is not its owner, is liable for damage caused by the collapse of the building, even if such collapse is partial, unless he shows that the accident did not occur as a result of Negligent maintenance or the age of, or the defect in the building. A person who is in danger of damage from a building is entitled to call on the owner to take the necessary precautions to prevent the danger, and if the owner fails to take such precautions, to obtain an order from the Court authorizing him to take necessary precautions himself at the cost of the owner.	Article 177 Responsible for any building collapse that occurs (1) The building keeper, even if he is not the owner of the damage, even if it is only partially damaged, unless it is proven that the accident is not caused by negligence in maintenance, age in the building, or a defect in it. (2) Anyone who is threatened with damage caused by the building may demand that the owner take the necessary measures to avert the danger. If the owner does not do so, he may obtain permission from the court to take these measures at his expense.
Article 178 Whoever is in charge of a thing whose supervision requires special care, or of a machine, is liable for damage caused by it, unless he shows that the damage was due to a cause beyond his control, always subject to any special provision of the law in this respect.	Article 178 Anyone who undertakes the guarding of objects whose guarding requires special care or the guarding of mechanical machines shall be responsible for the damage caused by these objects, unless it is proven that the occurrence of the damage was due to a foreign cause in which he had no hand, without prejudice to the special provisions contained therein.
Section IV **Enrichment without Just Cause**	**the fourth chapter .** **Getting rich for no reason**
Article 179 A person, even one lacking discretion, who without just cause enriches himself to the detriment of another person, is liable, to the extent of his profit, to compensate such other person for the loss sustained by him. This obligation remains, even if the profit	Article 179 Every person, even if he is not distinguished, who enriches himself without a legitimate reason at the expense of another person, is obligated, within the limits of what he has enriched, to compensate this person for the loss he suffered, and this obligation remains in place even if the enrichment disappears later.

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It disappeared at a later date.	
Article 180 A claim for compensation for enrichment without just cause is prescribed after three years from the date on which the injured party knew of his right to be compensated and in any case after fifteen years from the date that the right first arose.	Article 180 The claim for compensation for unjust enrichment shall lapse after three years have passed from the day on which the person who suffered the loss learns of his right to compensation. The claim shall also lapse in all cases after fifteen years have passed from the day on which this right arises.
Due not Payment 1-	**1- Payment of what is not due**
Article 181 Whoever receives, by way of payment, that which is not owed to him, is bound to return it. There is, however, no obligation to replace when the payor knew that he was under no obligation to pay, unless he was legally incapable or unless he paid under duress.	Article 181 (1) Anyone who receives as payment what is not due to him must return it (2) However, there is no right to return it if the person who made the payment knew that he was not bound by what he paid, unless he lacked legal capacity, or was forced to make this payment.
Article 182 A payment which was not due may be recovered, if it was made in the performance of an obligation whose cause had not materialized or had ceased to exist.	Article 182 It is permissible to recover what is not due if the fulfillment was made in implementation of an obligation whose reason was not achieved or if the reason for which ceased to exist after it was fulfilled.
Article 183 Restitution may also be made of a payment affected in the performance of an obligation which had not at the time fallen due, if the payor was not aware that payment was not then due. A creditor may, however, limit restitution to the profit he has gained as a result of the premature payment to the extent of the loss suffered by the debtor. When the obligation which has not fallen due is for a sum of money, the creditor must replace to the debtor interest thereon at the legal or at an agreed rate for the time to run until the due date of payment.	Article 183 Likewise, the recovery of what is not due, if the fulfillment has been fulfilled. (1) It is valid for an obligation that has not matured and the payer was unaware of the maturity. (2) However, the creditor may limit himself to returning what he benefited from due to the expedited payment within the limits of the damage caused to the debtor. If the obligation that has not matured is in money, the creditor is obligated to return to the debtor its interest at the legal or agreed-upon price for the period remaining until the maturity date.
Article 184 Restitution is not due to a payment effected by a person other than the debtor, if the creditor, acting in good faith, has in consequence of such payment given up his document of title, or his security or allowed his claim against the real debtor to be prescribed. The real debtor must in such case indemnify the third party who made the payment.	Article 184 There is no subject to recovery that is not due if payment is made by someone other than the debtor and it results in the creditor, who is in good faith, being stripped of the debt bond, or of the security he obtained, or abandoning his claim against the real debtor, which is time-barred. In this case, the real debtor is obligated to compensate the third party who made the payment.
Article 185 When a person has received in good faith, that which is not due to him, he is bound only to replace that which he has received. If he has received in bad faith, he is bound to restitute in addition to the interest and profit that he has gained or that he has failed to gain by neglecting on the thing unduly received, from the date of payment, or from the date he became of bad faith. In any case, a person who has received that which is not due to him, is bound to replace the interest and profit thereon from the date of a claim in the Courts.	Article 185 (1) If the person who receives anything other than what is due is in good faith, he is obligated to return anything other than what he received. (2) But if he was in bad faith, he is obligated to also return the interest and profits that he reaped, or that he failed to reap from the thing that he received unlawfully, from the day of payment or from the day on which he became in bad faith. (3) In any case, whoever receives what is not due is obligated to return the interest and benefits to whoever seeks to file the lawsuit.
Article 186 When a person who has received that which was not due to him has the legal capacity to enter into a contract, he is bound only to the extent of his profit.	Article 186 If the person who receives what is not due is not qualified to contract, he will not be liable except to the extent by which he was enriched.
Article 187	Article 187 A lawsuit to recover what was wrongly paid shall lapse after three years from today

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A claim for restitution of payment unduly received is prescribed after three years from the day on which the payor knew of his right to claim restitution and in any case after fifteen years from the date upon which the right arose.	The lawsuit is in which the person who paid what is not due is aware of his right to recovery, and the lawsuit is also dropped in all cases after fifteen years have passed from the day on which this right arises.
2- Voluntary Agency Article 188	**Al-Fadala - 2**
	Article 188
There is a voluntary agency when one person of his own accord knowingly assumes the management of an urgent business of another person and on that person's behalf without being bound to do so.	Virtue is when a person intentionally undertakes an urgent matter on behalf of another person, without being obligated to do so.
Article 189	Article 189
Voluntary agency also exists even when a voluntary agent manages the affairs of another person whilst at the same time looking after his own business, because of a connection between the two businesses of such a kind that one of them cannot be managed separately from the other.	He has taken charge of a matter that achieves virtue, even if he is curious. While he is in charge of a matter for himself, because of the connection between the two matters, it is not possible to do one of them separately Other than him, the other.
Article 190	Article 190
The rules of mandate apply, if the person for whom the voluntary agent acts ratifies his act.	Agency rules apply if the employer approves what the inquisitive person has done.
Article 191	Article 191
A voluntary agent must continue working he has commenced until the person for whom he acts is in a position to do so himself. He must also, as soon as he is able to do so, inform the person for whom he acts of his intervention.	The inquisitive person must continue with the work he has begun until the employer is able to undertake it himself, and he must also notify the employer of his intervention whenever he is able to do so.
Article 192	Article 192
A voluntary agent must us in the management of the work he has undertaken all the care that one would expect from a reasonable person and shall be responsible for his mistakes. The judge may, however, reduce the amount of damages due as a result of such mistakes, if circumstances justify such a reduction. When a voluntary agent delegates to a third party the whole or part of the work of which he has assumed the management, he shall be responsible for the actions of his delegate, without prejudice to the right of the person for whom he acts to his direct remedy against the delegate. When there are several voluntary agents doing the same work, they are all jointly and severally responsible.	(1) The inquisitive person must exercise the care of an ordinary person in carrying out the work. This allows the judge to reduce the compensation, and he will be responsible for his mistake. And the consequences of this error, if the circumstances justify it. (2) If the employee assigns all or some of the work to someone else, he will be responsible for the actions of his representative, without prejudice to the employer's right to refer directly to this representative. (3) If there are multiple persons responsible for carrying out one task, they will be jointly responsible.
Article 193	Article 193
A voluntary agent is bound by the same obligations as a mandatary as regards the restitution of that which he received as a result of his management and as regards rendering accounts thereof.	The inquisitive person is obligated to do what the agent is obligated to return what he seized due to the inquisitiveness, and to provide an account for what he has done.
Article 194	Article 194
In the event of the death of a voluntary agent, his heirs are bound by the same obligations as those of a mandatary in accordance with the provisions of paragraph 2 of Article 717. IN the event of the death of the person for whom he acts, the voluntary agent is bound by the same obligations to the heirs as he was to the person of whom they were the successors in title.	(1) If the agent dies, his heirs shall abide by what the heirs of the agent shall abide by in accordance with the provisions of Article 2, Paragraph 717. (2) If the employer dies, the inquisitive person remains obligated to the heirs as he was obligated to do to their legatee.
Article 195	Article 195
	Al-Fuduli is considered a representative of the employer, as long as he has exercised care in managing it

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A voluntary agent is considered to be the representative of the person for whom he has acted, if he was devoted to the management of the work the care of a reasonable person, even if the object in view has not been achieved. The person for whom the voluntary agency has acted will be bound to carry out the obligation entered into on his behalf by the voluntary agent, to indemnify him against all undertakings assumed by him, to reimburse him monies usefully or necessarily expended by him which are justified By the circumstances together with interest thereon from the date of expenditure, and to indemnify him in respect of any loss he has suffered as a result of his management. The voluntary agent is not entitled to any remuneration for his works, unless the work comes within the scope of his professional business.	The normal person, even if the desired result is not achieved. In this case, the employer is obligated to implement the pledges that the inquisitive person made on his behalf, to compensate him for the pledges that he committed to, and to reimburse him for the necessary and useful expenses that were justified by the circumstances, in addition to their interest from the day they were paid, and to compensate him for the damage he sustained as a result of his work. The curious deserves a reward for his work, unless it is part of the work of his profession.
Article 196 If a voluntary agent is not legally capable of entering into contracts, he will only be responsible for his management to the extent of his profit therefrom, provided that his liability does not result from an unlawful act. The person for whom the voluntary agent acts remains, however, fully responsible, even if he himself is legally incapable of entering into a contract.	Article 196 (1) If the inquisitive person does not have the capacity to contract, he will not be responsible for his management except to the extent that he was enriched by it, unless his responsibility results from an illegal act. Even if he does not have the capacity to contract. (2) As for the employer, his responsibility remains complete
Article 197 A claim arising from voluntary agency is prescribed after three years from the date that each party had knowledge of his right and in any case after fifteen years from the day on which the right arose.	Article 197 The lawsuit arising from the breach shall lapse after three years have passed from the day on which each party becomes aware of his right. It shall also lapse in all cases after fifteen years have passed from the day on which this right arises.
Section V **The Law**	**Chapter Five:** **Law**
Article 198 Obligations which arise directly and solely in consequence of the law are governed by the provisions of the law giving rise to such obligations.	Article 198 Obligations that arise directly from the law alone are subject to the legal texts that created them.
CHAPTER II **The Effects of Obligations**	**Chapter Two** **Effects of commitment**
Article 199 An obligation is enforceable against the debtor. The performance of a natural obligation, however, cannot be enforced.	Article 199 (1) The obligation is enforced against the debtor. If the obligation is natural, there is no compulsion to implement it. (2) And with
Article 200 The judge shall decide, in the absence of any provision of the law, whether a natural obligation exists. There cannot ever be a natural obligation that is contrary to public policy.	Article 200 The judge assesses, in the absence of a stipulation, whether there is a natural obligation. In any case, it is not permissible to establish a natural obligation that violates public order.
Article 201 A debtor cannot claim restitution of that which he has voluntarily given to another with the object of discharging a natural obligation.	Article 201 The debtor does not recover what he voluntarily paid. Intending to fulfill a natural obligation.
Article 202 A natural obligation may constitute a valid cause for a civil obligation.	Article 202 A natural obligation is a valid reason for a civil obligation.
Section I **SpecificPerformance**	**Chapter One: In-** **kind implementation**
203 Article	Article 203

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A debtor shall be compelled, upon being summoned to do so in accordance with Articles 219 and 220, specifically to perform his obligation, if such performance is possible. When, however, specific performance is too onerous for the debtor, he may limit performance to payment of a sum of money as indemnity, provided that this method of performance does not seriously prejudice the creditor.	(1) The debtor, after being notified in accordance with Articles 219 and 220, is forced to implement his obligation in kind, whenever that is possible. (2) However, if the specific implementation would be burdensome for the debtor, he may limit himself to paying cash compensation, if that does not cause serious harm to the creditor.
Article 204 Subject to the rules with regard to transcription, an obligation to transfer ownership or any other real right transfers ipso facto that right, if the object of obligation is specifically identified and is owned by the debtor.	Article 204 The obligation to transfer ownership or any other real right automatically transfers this right. If the subject of the obligation is a specific thing owned by the obligor, without prejudice to the rules related to registration.
Article 205 When an obligation to transfer a real right has for its object a thing which is described only as regards its species, the right is not transferred, unless the object is identified as regards its individuality. If, however, the debtor does not perform his obligation, the creditor may, upon an order of the judge, or in case of urgency even without such an order, acquire, at the expense of the debtor, an article of the same kind: he may also claim the value of the articles without prejudice to his rights to damages, in either case.	Article 205 (1) If the obligation is made to transfer a real right over a thing that is not specified except by its type, the right is not transferred except by separating this thing. (2) If the debtor does not fulfill his obligation, the creditor may obtain something of the same type at the debtor's expense after asking the judge's permission or without asking him in case of urgency. He may also demand the value of the thing without prejudice in both cases to his right to compensation.
Article 206 An obligation to transfer a real right includes that of the delivery of the article and of the preservation thereof up to the time of delivery.	Article 206 The obligation to transfer a real right includes the obligation to deliver the thing and preserve it until delivery
Article 207 When a debtor is under an obligation to transfer a real right or to do something which comprises an obligation to deliver a thing, he will be responsible, should he fail to deliver the thing after having been formally summoned to do so, for the loss thereof, even if the risk of loss prior to the issue of the summons, was the liability of the creditor. The risk of loss, however, does not pass to the debtor, even upon the issue of a formal summons, if he establishes that the thing would also have perished in the keeping of the creditor if it had been delivered to him unless the debtor has accepted to take accidental loss at his own risk. The risk of loss of a stolen thing, no matter how the thing perishes is lost, is the responsibility of the thief.	Article 207 (1) If the debtor is obligated to transfer a real right or to perform work, and his obligation includes delivering something and he does not deliver it after being excused, then the loss of the thing is on him, even if the loss occurred before the creditor was excused. This will not be the debtor's loss, even if he is excused if it is proven that the thing (2) was also owned by the creditor if it had been delivered to him, unless the debtor had accepted to bear the consequences of sudden accidents. (3) However, if the stolen item is destroyed or lost in any way, the responsibility for the loss falls on the thief.
Article 208 When the contract or the nature of the obligation demands that the obligation to do something shall be performed by the debtor personally, the creditor may refuse the performance of the obligation by any person other than the debtor.	Article 208 In an obligation to perform, if the agreement stipulates or the nature of the debt requires that the debtor fulfill the obligation himself, the creditor may refuse fulfillment from someone other than the debtor.
Article 209 In the case of non-performance by the debtor of an obligation to do something, the creditor may apply to the court for an order to carry out the obligation at the cost of the debtor, if this is possible. In a case of urgency, the creditor may carry out the obligation at the cost of the debtor without an order	Article 209 (1) In an obligation to do something, if the debtor does not implement his obligation, the creditor may request a license from the judiciary to implement the obligation at the debtor's expense if such implementation is possible. (2) In case of urgency, the creditor may implement the obligation at the debtor's expense, without a license from the judiciary.

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from the court.	
Article 210 When the nature of the obligation so permits, a judge may, in the case of an obligation to do something, take the place of the performance of the contract.	Article 210 In a commitment to do something, the judge's ruling takes the place of implementation, if the nature of the commitment allows for this
Article 211 Subject always to any provision of the law or agreement to the contrary in the case of an obligation to do something, a debtor who is required to preserve a thing, to manage it or to act with prudence in the performance of his obligation, satisfies his obligation, if he brings to the performance thereof the care of a reasonable person, even if the object in view is not achieved. The debtor always remains liable for fraud or gross negligence.	Article 211 (1) In an obligation to do something, if what is required of the debtor is to preserve the thing, manage it, or exercise caution in implementing his obligation, then the debtor will have fulfilled the obligation if he exerts in implementing it all the care that a normal person would exert, even if the purpose is not achieved. This is what is intended, unless the law or agreement stipulates otherwise. particle. (2) In all cases, the debtor remains responsible for any fraud or error he commits
Article 212 When a debtor infringes an obligation to refrain from doing something the creditor may demand the suppression of that which he has done in contravention of his obligation. The creditor may apply to the court for an order authorizing him to proceed himself with such suppression at the cost of the debtor.	Article 212 If the debtor commits to abstaining from doing something and violates this obligation, the creditor may request the removal of anything that violated the obligation. He may ask the judiciary for permission to carry out this removal at the expense of the debtor.
Article 213 When the specific performance of an obligation is impossible or not practicable, unless performed by the debtor himself, the creditor may obtain a judgment ordering the debtor to perform the obligation, and to pay a penalty if he abstains from performing his obligation. If the judge finds that the amount of the penalty is insufficient to make the debtor perform his obligation, he may increase the penalty each time that he considers that it is desirable to do so.	Article 213 (1) If the specific implementation of the obligation is not possible or inappropriate unless the debtor himself carries it out, the creditor may obtain a ruling obligating the debtor to perform this obligation and to pay a threatening fine if he refrains from doing so. (2) If the judge deems that the amount of the fine is not sufficient to coerce the debtor who refuses to comply, he may increase the fine whenever he sees a reason for an increase.
Article 214 After specific performance has been carried out or when a debtor has persisted in his refusal to perform the obligation, the judge shall fix the amount of damages that the debtor shall pay, taking into account the prejudice suffered by the creditor and the unjustifiable attitude of the debtor.	Article 214 If implementation is carried out in kind or the debtor insists on refusing implementation, the judge shall determine the amount of compensation to be obligated to the debtor, taking into account the damage suffered by the creditor and the stubbornness shown by the debtor.
Section II **Compensation in Lieu of Performance**	**Chapter Two:** **Implementation by way of compensation**
Article 215 When specific performance by the debtor is impossible, he will be condemned to pay damages for nonperformance of his obligation, unless he establishes that the impossibility of performance arose from a cause beyond his control. The same principle will apply, if the debtor is late in the performance of his obligation.	Article 215 If it is impossible for the debtor to fulfill the obligation negligently, he shall be sentenced to compensation for failure to fulfill his obligation, unless it is proven that the impossibility of performance has arisen from a foreign cause in which he has no hand. The ruling shall also apply if the debtor delays in implementing his obligation.
Article 216 The judge may reduce the amount of damages or may even refuse to allow damages if the creditor, by his own fault, has contributed to the cause of, or increased, the loss.	Article 216 The judge may reduce the amount of compensation or not award compensation if the creditor, through his fault, participated in causing the damage or increased it.
Article 217 The debtor may by agreement accept liability for	Article 217 (1) It may be agreed that the debtor will bear the consequences of a sudden and forceful accident

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Unforeseen events and for cases of force majeure. The debtor may by agreement be discharged from all liability for his failure to perform the contractual obligation, with the exception of liability arising from his fraud or gross negligence. The debtor may, nevertheless, stipulate that he shall not be liable for fraud or gross negligence committed by persons whom he employs for the performance of his obligation. Any clause discharging a person from responsibility for unlawful acts, is void.	Cairo. (2) It is also permissible to agree to exempt the debtor from any responsibility resulting from non-performance of his contractual obligation, except for what arises from his fraud or serious error. Thus, the debtor may stipulate that he will not be responsible for fraud or serious error that occurs from people whom he uses to implement his obligation. (3) Any condition requiring exemption from liability resulting from an illegal act shall be invalid.
Article 218 Damages, subject to an agreement to the contrary, are not due unless the debtor has been formally summoned.	Article 218 Compensation is not due except after the debtor gives excuses, unless otherwise stipulated.
Article 219 A debtor is formally summoned by a summons served through the court or by an equivalent act. The summons may be by post in the manner provided for in the Code de Procedure or may result from an agreement stipulating that the debtor shall be considered to be in default by the mere fact of the expiration of the time period without any other formality being required .	Article 219 The debtor's excuses may be given by warning him or by something that takes the place of a warning. It is permissible for the debtor to be excused by mail in the manner specified in the Code of Procedures. It may also be the result of an agreement stipulating that the debtor will be excused as soon as the deadline comes without the need for any other procedure.
Article 220 A formal summons to the debtor will not be necessary in the following cases: a) if the performance of the obligation becomes impossible or without interest by an act of the debtor; b) if the object of the obligation is the payment of damages in respect of an unlawful act; c) if the object of the obligation is the restitution of a thing that the debtor knew to have been stolen or of a thing that he received knowing that it was not due to him; d) if the debtor declares in writing that he does not intend to perform his obligation.	Article 220 There is no need to excuse the debtor in the following cases: (a) If the implementation of the obligation becomes impossible or impossible due to the action of the debtor. (b) If the subject of the obligation is compensation resulting from an illegal act. (c) If the subject of the obligation is to return something that the debtor knows is stolen or something that he received without right while knowing that. (d) If the debtor states in writing that he does not want to fulfill his obligation.
Article 221 The judge will fix the amount of damages, if it has not been fixed in the contract or by law. The amount of damages includes losses suffered by the creditor and profits of which he has been deprived, provided that they are the normal result of the failure to perform the obligation or of delay in such performance. These losses shall be considered to be a normal result, if the creditor is not able to avoid them by making a reasonable effort. When, however, the obligation arises from a contract, a debtor who has not been guilty of fraud or gross negligence will not be held liable for damages greater than those which could have normally been forestalled at the time of entering into the contract.	Article 221 (1) If the compensation is not estimated in the contract or in a provision of the law, then the judge is the one who estimates it, and the compensation includes the loss suffered by the creditor and the gain he lost, provided that this is a natural result of failure to fulfill the obligation or delay in fulfilling it, and the damage is considered a result. It is natural if the creditor cannot avoid it by making a reasonable effort. If the obligation originates in the contract, the debtor who did not (2) and with or with a grave error shall Except by compensating for damage that could have been foreseen not be obligated to Commits fraud Usually at the time of contracting.
Article 222 Damages also include compensation for moral prejudice. The right to compensation for moral prejudice cannot, however, be transmitted to a third party, unless it has been fixed by agreement or unless it has been the subject of legal proceedings. The judge may award compensation for moral bias	Article 222 (1) Compensation also includes moral damage, but in this case it may not be transferred to a third party unless it is determined by agreement, or the creditor demands it before the court. Therefore, it is not permissible to award compensation except to spouses and relatives to the degree (2) and with the pain they suffer as a result of the death of the injured person. The second about

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only to spouses and to relatives up to the second degree, by reason of grief caused to them by the death of the victim.	
Article 223 The parties may fix in advance the amount of damages either in the contract or in a subsequent agreement, subject to provisions of Articles 215 to 220.	Article 223 The contracting parties may determine in advance the value of the compensation by stipulating it in the contract or in the rights agreement. In this case, the provisions of Articles 215-220 shall be taken into account.
Article 224 Damages fixed by agreement are not due, if the debtor establishes that the creditor has not suffered any loss. The judge may reduce the amount of these damages, if the debtor establishes that the fixed amount was grossly exaggerated or that the principal obligation has been partially performed. Any agreement contrary to the provisions of the two preceding paragraphs is void.	Article 224 (1) Conventional compensation is not due if the debtor proves that the creditor did not suffer any harm. (2) The judge may reduce this compensation if the debtor proves that the estimate was greatly exaggerated, or that the original obligation was partially fulfilled. from him. (3) Any agreement that violates the previous two paragraphs shall be void.
Article 225 When the loss exceeds the amount fixed by the contract, the creditor cannot claim an increased sum, unless he is able to prove that the debtor has been guilty of fraud or gross negligence.	Article 225 If the damage exceeds the value of the agreed-upon compensation, the creditor may not demand more than this value unless he proves that the debtor has committed fraud or a serious error.
Article 226 When the object of an obligation is the payment of a sum of money of which the amount is known at the time when the claim is made, the debtor shall be bound, in case of delay in payment, to pay to the creditor, as damages for the delay, interest at the rate of four percent in civil matters and five percent in commercial matters. Such interest shall run from the date of the claim in court, unless the contract or commercial usage fixes another date. This Article shall apply, unless otherwise provided in law.	Article 226 Drive and the amount was known at the time of ordering from the seller If the subject of the obligation is an amount and the debtor delays in fulfilling it, he is obligated to pay the creditor, as compensation for the delay, interest amounting to four percent in civil matters and five percent in commercial matters. These interests shall apply from the date of the judicial claim, unless the agreement or custom specifies the amount. The Commercial Law shall specify another effective date, unless the law stipulates other
Article 227 The parties may agree upon another rate of interest either in the event of delay in effecting payment or in any other case in which interest has been stipulated, provided that it does not exceed seven percent. If the parties agree to a rate exceeding seven percent, the rate will be reduced to seven percent and any surplus that has been paid shall be refunded. Any commission or other consideration of whatever nature stipulated by the creditor which, together with the agreed interest, exceeds the maximum limits of interest set out above, will be considered as disguised interest and will be subject to reduction, if it is not established that this commission or this consideration is In respect of a service actually rendered by the creditor or of a lawful consideration.	Article 227 (1) The contracting parties may agree on another price for interest, whether this is in exchange for delaying payment or in any other case in which interest is stipulated, provided that this price does not exceed seven percent. If they agree on this price, it must be reduced to seven percent and the payment must be refunded. In addition to this amount. (2) Every commission or benefit, whatever its type. The creditor stipulated it if it increased The interest agreed upon at the above-mentioned maximum is considered a hidden interest and is subject to reduction, if it is proven that this commission or benefit is not matched by a real service that the creditor has performed or a legitimate benefit.
Article 228 Moratory interest, whether fixed by law or by agreement, is due without the creditor being obliged to prove loss as a result of delay.	Article 228 In order to be entitled to delay benefits, whether legal or conventional, the creditor does not require proving his right from this delay harm
Article 229 If a creditor, whilst claiming his rights, has in bad faith prolonged the duration of the litigation, the judge may reduce the legal or contractual interest or may refuse to allow interest for the whole of the period during which	Article 229 If the creditor, in bad faith, while claiming his right, causes the conflict to be prolonged, the judge may reduce the interest, whether legal or contractual, or not award it at all for the period during which the conflict is unjustified.

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The litigation has been unjustifiably prolonged.	
Article 230 In a distribution of the price of expropriated property, creditors admitted to the distribution will only be entitled, as from the date of sale by auction, to moratory interest on amounts allocated to them in the distribution, if the purchaser is bound to pay interest on the price, or if the Caisse du Tribunal is bound to pay interest as a result of the deposit of the price at the Caisse, and only to the extent of interest due by the purchaser or by the Caisse, which interest will be distributed among all the creditors pro rata.	Article 230 When the price of the thing sold is forcibly distributed, the creditors accepted for the distribution are not entitled, after the end of the auction, to delay interest on the shares that were decided for them in this distribution, unless the bidder of the auction is obligated to pay the interest on the price, or the court treasury is obligated to these interests due to the deposit of the price in it. Provided that the interest received by the creditors in this case does not exceed what is due from the auction bidder or the court treasury. These interests are divided among all creditors as fin
Article 231 A creditor may demand damages in addition to interest if he establishes that a loss, in excess of the interest, was due to bad faith on the part of the debtor.	Article 231 The creditor may demand supplementary compensation in addition to the interest if it is proven that the damage that exceeds the interest was caused by the debtor in bad faith.
Article 232 Subject to any commercial rules or practice to the contrary, interest does not run on outstanding interest and in no case shall the total interest that the creditor may collect exceed the amount of the capital.	Article 232 It is not permissible to charge interest on frozen interest, and it is not permissible in any case for the total interest received by the creditor to be more than the capital, all without prejudice to commercial rules and customs.
Article 233 The legal rate of commercial interest on current accounts varies according to the local market rate applicable, and capitalization is affected on current accounts according to commercial usage.	Article 233 The legal rate of commercial interest that applies to the current account varies depending on the authorities, and the method of calculating compound interest in the current account follows what is required by commercial custom.
Section III **Meanings of Realizing and Securing the Rights of Creditors**	**Chapter Three:** **Means of implementation and guarantees that guarantee the rights of creditors**
Article 234 The debts of a debtor are secured by all his property. Subject to any right of preference acquired in accordance with law, all creditors are treated as regards this security on a footing of equality.	Article 234 (1) All of the debtor's assets guarantee the fulfillment of his debts. (2) All creditors are equal in this guarantee, except for those who have the right to apply in accordance with the law.
1. Meanings of Realizing the Rights of Creditors Article 235	**Implementation means - 1**
Every creditor, even if his claim has not fallen due, may exercise in the name of his debtor all his debtor's rights of action save only those that are purely personal or cannot be attached. The exercise by a creditor of the rights of his debtor is not admissible, unless the creditor proves that the debtor himself has not exercised such rights and that the debtor's failure to do so is such as to result in or increase his insolvency. The creditor need not necessarily formally summon the debtor to exercise his rights but he must always join the debtor in the proceedings.	Article 235 (1) Every creditor, even if his right is not yet due for payment, may use in the name of a debtor all of the rights of this debtor, except for those that relate specifically to his person or are not subject to attachment. (2) A creditor's use of the rights of a debtor is not acceptable unless he proves that the debtor has not used these rights and that his failure to use them would cause his insolvency or increase this insolvency. The debtor is not required to have excuses to exercise his right, but he must be included as an adversary in the case.
Article 236 A creditor, in the exercise of his debtor's right, is deemed to be the debtor's representative. The proceeds resulting from the exercise of such rights fall into the patrimonium of the debtor and serve as security to all his creditors.	Article 236 In exercising the rights of a debtor, a creditor is considered a representative of this debtor, and any benefit resulting from the use of these rights shall enter the debtor's funds and shall be a guarantee for all his creditors.
Article 237 Any creditor whose claim has fallen due and whose debtor has entered into an act of alienation prejudicial to him may demand that such an act be declared void so far as he is concerned, if such act has either diminished his	Article 237 Every creditor whose right has become due and the debtor has made a harmful disposition may request that this disposition not be effective against him, if the disposition diminished the debtor's rights or increased his obligations and resulted in the debtor's insolvency or increased insolvency, provided that the conditions stipulated in the clause are met. Next article.

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(the debtor's) rights or increased his obligations, and has in consequence resulted in. or increased, his insolvency, when the conditions provided for in the following Article are all present.	
Article 238 If the act by the debtor is for valuable consideration it can only be held invalid as against the creditor, if made by the debtor with the intention to defraud and if the other party to the contract was aware of the fraud. It suffices for the act to be considered fraudulent, if the debtor knew, at the time that it was effected, that he was insolvent: the other party is believed to have had knowledge of the fraud of the debtor, if he was aware of the debtor's state of insolvency. If, however, the act entered into by the debtor was gratuitous, it is not valid as against the creditor, even if the transferee acted in good faith and it is established that the debtor did not commit fraud. If a transferee disposes of property transmitted to him by a debtor for valuable consideration, a creditor can only claim avoidance of the act by the debtor if it was made for valuable consideration and if the second as well as the first transferee both knew of the debtor's fraud, and when the act by the debtor was gratuitous and the second transferee knew of the insolvency of the debtor at the time the debtor entered into the act in favor of the first transferee.	Article 238 (1) If the debtor's disposition is for consideration, it is stipulated that it should not be enforceable against the creditor that it involves fraud on the part of the debtor, and that the person to whom the disposition was issued was aware of this fraud. It is sufficient for the disposition to be considered fraudulent if it was made by the debtor while he knew that he was insolvent. The person to whom the disposition was issued is also considered to be aware of the debtor's fraud if he knew that this debtor was insolvent. (2) If the transaction is a donation, it will not be enforced against the creditor, even if the person to whom the donation was issued was in good faith and if it is proven that the debtor did not commit fraud. (3) If the successor to whom the thing was transferred from the debtor disposed of it for compensation to another successor, the creditor is not entitled to insist on the ineffectiveness of the disposal unless the second successor knew of the debtor's fraud, and the first successor knew of this fraud if the trustee had disposed of it for compensation, or If this second successor was aware of the debtor's insolvency, he would have disposed of it to the first successor if the debtor had disbursed to him as a donation.
Article 239 A creditor who alleges the insolvency of his debtor has only to establish the amount of his debts. It is for the debtor to prove that his assets are equal to or exceed his liabilities.	Article 239 If the creditor claims the debtor's insolvency, he only has to prove the amount of debts he owes, and he must prove that he has anything that does not equal or exceed the value of the debts.
Article 240 Once an act has been declared void the benefits that result from the cancellation of the act shall benefit all the creditors to whose prejudice the act was made.	Article 240 All creditors who, when the disposal was decided to be ineffective, are satisfied that this disposal harmed them.
Article 241 When a person acquires a right from an insolvent debtor but has not paid the price, he may escape the consequence of an action by a creditor, provided that the price corresponds to the normal price and he deposits this price in the Caisse du Tribunal .	Article 241 If the person who received a right from the insolvent debtor did not pay its price, he shall dispose of the lawsuit if this price was the equivalent price, and he deposited it in the court treasury.
Article 242 Fraud which consists solely of giving a creditor an unjustified preference over another creditor only entails the loss of that advantage by the creditor who was given the unjustified preference. If an insolvent debtor pays off one of his creditors before the date originally fixed for payment, the payment is not valid as against the other creditors, neither is a payment, made after the date fixed for payment, valid as against the other creditors if made As a result of a fraudulent arrangement between the debtor and the creditor so paid off.	Article 242 (1) If the fraud is intended only to favor one creditor over another without right, it only results in depriving the creditor of this advantage. (2) If the insolvent debtor pays off to one of his creditors before the expiry of the term originally set for payment, this payment shall not apply to the rest of the creditors, nor shall payment apply to them even if it occurs after the expiration of this period if it was made as a result of collusion between the debtor and the creditor whose rights were fulfilled.
Article 243 An action to set aside an act of alienation is prescribed after three years from the date on which the creditor has	Article 243 The lawsuit for the non-enforcement of the disposition shall lapse with the statute of limitations after three years have passed from the day on which the creditor learns of the reason for the non-enforcement of the disposition, and it shall lapse in all cases.

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knowledge of the grounds for such an action. It is prescribed in any case after fifteen years from the date on which the contested alienation was effective.	Fifteen years have passed from the time the contested disposition was issued.
Article 244 If a simulated contract has been drawn up, creditors of the contracting parties and particular successors in title, may, if they are in good faith, avail themselves of the hidden contract and establish, by any means, the simulation of the contract by which they were prejudiced. In the case of a conflict of interest between interested parties, some of whom rely upon the ostensible contract and others on the hidden contract, the former shall have preference.	Article 244 (1) If a fictitious contract is concluded, the creditors of the contracting parties and the special successor, if they are in good faith, may adhere to the fictitious contract. They also have the right to adhere to the hidden contract and prove by all means the formality of the contract that struck them. (2) If the interests of the concerned parties conflict, and some of them adhere to the apparent contract and others adhere to the hidden contract, the first two will have priority.
Article 245 When the contracting parties hide a genuine contract behind an ustensible contract, the genuine contract will bind the contracting parties and their universal successors in title.	Article 245 If the contracting parties conceal a real contract with an apparent contract, then the effective contract between the contracting parties and the general successor is the real contract.
2. One of the Means of Security: the Right of Retention Article 246	**Imprisonment in the right: Security is one of the means - 2**
A person who is under an obligation to supply something, may refrain from performing his obligation so long as his creditor does not offer to perform an obligation incumbent on him arising out of the obligation of the debtor and connected therewith, or as long as the creditor does not supply adequate security to guarantee the performance of his obligation. This right belongs especially to the possessor or holder of a thing, if he has incurred expenditure of a necessary or useful kind on the thing. The possessor or holder may, in such a case, refuse to return the thing until he has repaid the amount due to him, unless the obligation of restitution results from an unlawful act.	Article 246 (1) Anyone who is obligated to perform something has the right to refrain from fulfilling it as long as the creditor does not offer to fulfill an obligation incurred by him because of the debtor's obligation and is linked to it. Or as long as the creditor does not provide sufficient insurance to fulfill his obligation...! (2) This applies in particular to the possessor or possessor of a thing if he spends necessary or useful expenses on it, as he has the right to refrain from returning this thing until he recovers what is due to him, unless the obligation to return it results from an unlawful act.
Article 247 A mere right of retention does not imply a privilege upon the thing. A person who retains the thing must preserve the thing in accordance with the rules as to pledge and must render an account of the fruits. If the thing retained is of a perishable nature or susceptible to deterioration, the person who retains the thing may obtain from the court authority for its sale in accordance with the provisions of Article 1119. The right of retention will then be transferred to the price thereof .	Article 247 (1) The mere right to withhold a thing does not establish a lien on it. (2) The holder must preserve the thing in accordance with the provisions of the mortgage of possession and must submit an account of its yield. (3) If the seized item is feared to be destroyed or damaged, the holder may obtain permission from the judiciary to sell it in accordance with the provisions stipulated in Article 9111, and the right to confiscate the item is transferred from the item to its price.
Article 248 The right of retention is extinguished by the fact of the thing ceasing to be in the hands of the possessor or the holder. A person retaining the thing, who has lost possession thereof without his knowledge or in spite of his opposition, may claim restitution of the thing, if he makes his claim within a period of thirty days from the time he became aware of the loss of possession , provided that one year has not elapsed since the date of loss.	Article 248 (1) The right to confinement is extinguished when the thing leaves the hands of its possessor or possessor. This is permissible for the person holding the thing if he makes the request within thirty (2) days from the time he learned that the thing was out of his possession and before the expiration of one year from the time of its release.
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Article 249 A debtor may be declared insolvent, if his assets are insufficient to pay his due debts.	Article 249 The debtor may be declared insolvent if his funds are not sufficient to satisfy his outstanding debts.
Article 250 Insolvency is declared by judgment delivered by the Court of First Instance of the district in which the The domicile of the debtor is situated, upon the petition of the debtor himself or of one of his creditors. The case will be heard as one of urgency.	Article 250 Insolvency shall be declared by a ruling issued by the court of first instance in which the debtor's domicile resides, based on the debtor's own request or the request of one of his creditors, and the case shall be heard expeditiously.
Article 251 The court shall, in every case, before declaring the insolvent debtor, take into consideration all the circumstances surrounding the debtor, whether such circumstances are of a general or of a special nature. The court will thus take into account the debtor's future resources, his personal ability and his responsibility for the causes that have given rise to his insolvency, the legitimate interests of his creditors and any other circumstances likely to influence his financial situation.	Article 251 In every case, before declaring the debtor's insolvency, the court must take into account in its assessment all the circumstances surrounding him, whether these circumstances are general or specific. It must look at his future resources, his personal ability, his responsibility for the reasons that led to his insolvency, the legitimate interests of his creditors, and every other circumstance. This would affect his financial condition.
Article 252 The delay for entering opposition to judgments rendered in cases of insolvency is eight days and for lodging appeal fifteen days from the date of the notification of judgment.	Article 252 The period for opposition to rulings issued regarding insolvency is eight days, and the period for appeal is fifteen days starting from the date of announcing those rulings.
Article 253 The registrar (greffier) of the court shall, on the day on which the suit for the declaration of insolvency is filed for registration, register the writ introducing the action, in a special register of the names of persons who are insolvent. The greffier shall also record in the margin of such registration the judgment delivered in the case and any judgment conforming or setting aside such judgment; This registration and these entries must be made on the date the judgment is delivered. The greffier shall in addition send to the greffier of the court in Cairo a copy of such registrations and marginal entries for the purpose of their being recorded in a general register; The regulations as to this general register shall be laid down by an "Arrêté" of the Minister of Justice.	Article 253 (1) On the day the insolvency lawsuit is registered, the clerk of the court must register its newspaper in a special register arranged according to the names of the insolvents. He must mark in the margin of the aforementioned registration the ruling issued in the case and every ruling issued in support or cancellation of it, all on the day the ruling is issued. Egypt photo from (2) The clerk must also send to the clerk of court these registrations and visas and record them in a public register, organized in accordance with a decision issued by the Minister of Justice.
Article 254 The debtor shall, if he changes his domicile, notify the greffier of the court of the district in which he formerly resided of the change. The greffier shall, as soon as he has knowledge of such change of domicile, either by notification by the debtor or in any other way, send at the cost of the debtor a copy of the judgment declaring the insolvency, and of the marginal entries, to the court in the district in which the new domicile of the debtor is situated, for the purpose of registration in the registers of such court.	Article 254 If the debtor changes his domicile, he must notify the clerk of the court to which his previous domicile belongs. This clerk, as soon as he learns of the change of domicile, whether the debtor notifies him or learns of it in any other way, must send, at the debtor's expense, a copy of the insolvency declaration ruling and the data indicated in the Registration margin to the court of the new domicile to register it in its records.
Article 255 A judgment declaring insolvency renders all debts not yet due by the debtor payable immediately. The agreed or legal interest in respect of the period still to run will be deducted from the debts. The judge may, however, on the petition of the debtor,	Article 255 (1) The ruling declaring insolvency results in the dissolution of all deferred debts owed by the debtor. From these debts, the amount of the contractual or legal interest for the period that expires due to the expiration of the term is deducted. Therefore, the judge may rule based on the debtor's request and in the face of (2) and with

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and in the presence of the interested creditors, maintain or prolong the time fixed for payment of debts not yet due, he may also allow the debtor a delay in respect of debts that have fallen due, if he considers that the circumstances justify such measure and that such measure and that such a measure is in the best way to protect the joint interests of the debtor and the creditors.	It is also permissible for the debtor to grant the debtor a deadline for current debts if he believes that this measure is justified by the circumstances and that it is the best way to guarantee the interests of the debtor and all creditors.
Article 256 A declaration of insolvency is no bar to individual proceedings by creditors against the debtor. Any charge registered on the real property of the debtor after registration of the declaration of insolvency shall nevertheless be invalid as against creditors who had rights prior to the registration of petition instituting the insolvency proceedings.	Article 256 (1) Declaration of insolvency does not prevent creditors from taking individual actions against the debtor. (2) Provided that it is not permissible for creditors who have rights prior to the registration of the insolvency claim document to protest any jurisdiction over the debtor's real estate after this registratio
Article 257 The registration of the writ for the declaration of insolvency will render void as against the creditors any act entered into by the debtor after the date of such registration involving the diminution of his assets or the increase of his liabilities, just as the registration renders void as against his creditors any payment of debt made by the debtor after the date of registration of the writ.	Article 257 Once the insolvency claim is registered, any action of the debtor that would decrease his rights or increase his obligations does not apply to the creditors, nor does any payment made by the debtor apply to them.
Article 258 A debtor may dispose of his property, even without the consent of his creditors, provided that he does so at its normal price and that this price is deposited by the purchaser at the Caisse du Tribunal for division in accordance with the procedure for distribution. If the price is less than the normal price, the alienation will be void as against creditors, unless the purchaser deposits, in addition to the purchase price, a sum representing the difference between the purchase price and the normal price.	Article 258 (1) It is permissible for the debtor to dispose of his money, even without the consent of the creditors, provided that this is for the equivalent price, and for the joint participant to deposit the price in the court's treasury until it is distributed in accordance with the distribution procedures. (2) If the price for which the property was sold was less than the equivalent price, the transaction would be unfavorable to the creditors unless the buyer deposited, above the price at which it was purchased, what was less than the equivalent price.
Article 259 If creditors attach the revenues of a debtor, the President of the Court is competent to render the declaration of insolvency may, upon application by the debtor, make him an alimentary allowance to be taken out of the revenues attached. An order issued on such application will be subject to opposition within three days from the date on which it is rendered, in the case of opposition by the debtor, and from the date of its notification to the creditors in the case of an opposition by the creditors.	Article 259 If the creditors place a lien on the debtor's revenues, the president of the court competent to declare insolvency may decide for the debtor, based on a petition he submits, an alimony that he receives from his seized revenues. A grievance may be made against the order issued on this petition within a period of three days from the date of its issuance if the grievance is from the debtor, and from the date of its announcement. The matter is up to the creditors if the grievance is from them.
Article 260 A debtor shall be liable to the penalties for misappropriation in the following two cases: a) if, when proceedings for payment of a debt have been taken against him, he will fully renders himself insolvent in fraud of the rights of his creditors and a Judgment is delivered condemning him to pay the debt and declaring him to be in a state of insolvency. b) if, after the judgment declaring his insolvency, the debtor has, in fraud of the rights of his creditors, kept back from his creditors part of his property to avoid	Article 260 The debtor shall be punished with the penalty of waste in the following two cases: A - If a lawsuit was filed against him for a debt and he deliberately became insolvent, with the intention of harming his creditors, and the lawsuit ended with a judgment against him for the debt and his insolvency being declared. If, after the ruling declaring his insolvency, he hid some of his money to prevent implementation of it, or created fictitious or exaggerated debts, all with the intention of harming his creditors. B - If, after the ruling declaring his insolvency, he hid some of his money to prevent implementation of it, or fabricated fictitious or exaggerated debts, all with the intention of harming his creditors

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execution thereon or has falsely represented debts, which debts are fictitious or exaggerated.	
Article 261 A state of insolvency ceases by virtue of a judgment of the Court of First Instance in the district in which the domicile of the debtor is situated, delivered upon application of any interested party in the two following cases: a) if it is established that the liabilities of the debtor are no longer in excess of his assets; b) if the debtor effects payment of the debts that were due by him as apart from those that became due as a result of the declaration of insolvency. In such a case, debts that became due as a result of the insolvency become, in accordance with Article 263, once again payable on the dates upon which they were due before the declaration of insolvency. It is the duty of the greffier of the court to record the judgment that puts an end to the state of insolvency in the margin of the registration provided for in Article 253. This entry shall be made on the day that the judgment is delivered and the greffier shall send a copy of this judgment to the registrar of the Cairo Court for the purpose of making a similar entry.	Article 261 (1) The state of insolvency shall end with a ruling issued by the court of first instance in which the debtor's domicile follows based on a request from a concerned party in the following two cases: A - When it is proven that the debtor's debts no longer exceed his funds. B - When the debtor pays his debts that prevented him from being declared insolvent, they will return to what they were before in accordance with Article 263. (2) The clerk of the court shall, on his own initiative, mark the ruling issued regarding the end of the state of insolvency on the day of its issuance in the margin of registration stipulated in Article 352. Egypt for reference as well. He must send a copy of it to the court clerk
Article 262 A state of insolvency automatically ceases upon the expiration of five years from the date on which the registration of the judgment declaring the insolvency was issued.	Article 262 The state of insolvency ends by force of law when five years have passed from the date of notation of the ruling declaring insolvency.
Article 263 A debtor may, after the cessation of the insolvency, claim that debts that became due as a result of the insolvency, which have not been paid, shall once again become payable on the dates on which they were due for payment before the insolvency upon condition that he has paid all debts that have fallen due except those falling due as a result of the insolvency.	Article 263 Upon the expiration of the state of insolvency, the debtor may request the return of debts that had become due due to the declaration of insolvency and had not been paid for their previous due date, provided that he has paid his debts that became due without the declaration of insolvency having any effect on their maturity.
Article 264 The cessation of a state of insolvency by judgment or by virtue of the law does not prevent creditors from attacking acts of their debtor or exercising the rights of the debtor in accordance with Articles 235 to 243.	Article 264 The end of the state of insolvency by ruling or force of law does not prevent creditors from challenging the actions of the debtor, nor from insisting on using his rights, in accordance with Articles 532 To.243
Chapter III **Kinds of Conditions Modifying the Effects of Obligations**	**Chapter Three:** **Amended descriptions of the impact of the obligation**
Section I **Conditional Obligations and Time Clauses**	**Chapter One:** **Condition and term**
1. Conditional Obligations Article 265	**Condition -1**
An obligation is conditional when its existence or its extinction depends on a future and uncertain event.	Article 265 An obligation is conditional if its existence or termination results from a future matter that is not certain to occur.
Article 266 An obligation is void when the condition upon which it may be impossible, contrary to morality or to public order, and the condition is suspensive. If the condition is resolutory the condition itself is deemed to be inexistent. An obligation depending upon a resolutory condition	Article 266 (1) The obligation does not exist if it is conditional on an impossible condition or on a condition if it is contrary to morals or public order, that is, if the condition is agreed upon. It is invalid, it is the same as what is considered non-existent. Therefore, the obligation is not based on a void condition that is contrary to morals or (2) and public order, if this condition is the motivating reason for the obligation.

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Contrary to morality or public order is, however, void if the condition was the determining factor for undertaking the obligation.	
Article 267 An obligation is void when it is subject to a suspensive condition by which the existence of the obligation depends solely on the will of the person who undertook the obligation.	Article 267 The obligation does not exist if it is conditional on a suspensive condition that makes the existence of the obligation dependent on the pure will of the obligor.
Article 268 When an obligation depends on a suspensive condition, it does not become executive until the condition is realized. Before realization of the condition, such obligation is not subject to compulsory or to voluntary performance. A creditor may, however, take protective measures to safeguard his rights.	Article 268 If the obligation is dependent on a suspensive condition, it will not be enforceable unless it is fulfilled. However, before the condition is fulfilled, the obligation is not subject to compulsory implementation, nor is the condition. For optional implementation, provided that the creditor may take measures to preserve his right.
Article 269 An obligation is extinguished when the resolutory condition is realised. The creditor must replace that which he has received: if restitution is impossible by reason of a cause for which he is responsible, he will be liable in damages. Acts of management carried out by a creditor shall retain their validity notwithstanding the realization of the condition.	Article 269 (1) The fulfillment of the rescinding condition results in the extinction of the obligation and the creditor is obligated to return what he took. If return is impossible for a reason for which he is responsible, he must compensate. (2) Provided that the management actions issued by the creditor remain effective despite the fulfillment of the condition.
Article 270 The fulfillment of a condition is effective retroactively to the day on which the obligation was contracted unless it appears from the will of the parties or by reason of the nature of the contract that the existence of the obligation or its extinction should take effect from the moment of the fulfillment of the condition. In any case, the condition will not have retroactive effect if the execution of the obligation becomes impossible before the fulfillment of the condition, on account of a cause independent of the debtor and for which he is not responsible.	Article 270 (1) If the condition is fulfilled, its effect is based on the time in which the obligation arose, unless it becomes clear from the will of the contracting parties or from the nature of the contract that the existence of the obligation, or its disappearance, occurs only at the time in which the condition is fulfilled. If the obligation is implemented before that, the condition will not have a retroactive effect (2), and if the condition is fulfilled, it is not possible for a foreign reason that the debtor has no control over.
2. Time Clauses	**Term-2**
Article 271 An obligation is for a term if its performance or extinction depends on a certain future event. An event is considered to be certain if it must happen of necessity even if the time at which it should happen is unknown.	Article 271 (1) An obligation is for a term if its enforcement or expiration results from a future matter that is certain to occur. (2) A matter is considered certain to occur if its occurrence is inevitable, even if the time at which it occurs is not known.
Article 272 When it results from the obligation that the debtor shall only perform the obligation when he is able to do so or When he has the means to do so, the judge will fix a reasonable time for the term, taking into account the actual and future resources of the debtor and allowing for the diligence of an anxious man to perform his obligations.	Article 272 If it becomes clear from the obligation that the debtor will not fulfill it except when he is able or has the means, the judge will set an appropriate date for the due date, taking into account the debtor's current and future resources, and requiring the diligence of the man keen to fulfill his obligation.
Article 273 A debtor will forfeit the benefit of the term: a) if he is declared bankrupt or insolvent in accordance with the provisions of law; b) if he has, by his own act, appreciably diminished the	Article 273 The debtor's right to the deadline is forfeited: (1) If his bankruptcy or insolvency is declared in accordance with the provisions of the law. (2) If he is weakened by his action to a great extent, the creditor shall be given special insurance, even if this insurance had been given by virtue of a contract of right or in accordance with the law, unless the creditor prefers it

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special security given to the creditor, even if this security was given by a subsequent act or by virtue of the law, unless the creditor prefers to demand additional security. If the reduction of the security is due to a cause for which the debtor is not responsible, he will forfeit his rights to the term unless he provides adequate security; c) if he does not supply the creditor with the security promised in the contract.	To demand that the insurance be supplemented, but if the weakening of the insurance is due to a reason beyond the debtor's will, then the term lapses unless the debtor provides the creditor with sufficient guarantee. (3) If he does not provide the creditor with the insurance he promised in the contract.
Article 274 An obligation with a suspensive term only becomes due on the date of the expiration of the term. The creditor may, however, even before the end of the term, take measures to protect his rights and may, in particular, ask for security if he fears that the debtor may become bankrupt or insolvent, and has reasonable grounds for his fears. At the end of a resolutory term, the obligation is extinguished without such extinction having any retroactive effect.	Article 274 (1) If the obligation is linked to a suspended term, it will not be effective except at the time when the term expires, provided that the creditor may, even before the expiration of the term, take measures to preserve his rights, and he has the right in particular to demand insurance if he fears the debtor's bankruptcy. Or his insolvency and based this on a reasonable reason. (2) The expiration of the rescinded term results in the extinction of the obligation, without this extinction having a retroactive effect.
Section II **Plurality of Objects of an Obligation**	**Chapter II** **Multiple locations of obligation**
Obligations Alternative 1.	**1- Voluntary commitment**
Article 275 An obligation is alternative when its object includes numerous prestations and the debtor is entirely freed by the performance of one of them. The option, in the absence of any special provision in the law or of an agreement by the parties to the contrary, belongs to the debtor.	Article 275 The obligation is voluntary if it includes multiple things, and the debtor is completely discharged if one of them is performed. The option is for the debtor unless the law stipulates or the contracting parties agree otherwise.
Article 276 If the option belongs to the debtor and he fails to elect, or if there are a number of debtors who do not agree among themselves, the creditor may apply to the judge to fix a term for the debtor to elect or for the several debtors to agree amongst themselves, failing which the judge will himself fix the object of the obligation. If the option belongs to the creditor and he fails to elect, or if there are a number of creditors who do not agree among themselves, the judge, if required by the debtor, will fix a term at the expiration of which the option will pass to the debtor.	Article 276 (1) If the choice is for the debtor and he abstains from choosing, or there are multiple debtors and they do not agree among themselves, the creditor may ask the judge to set a deadline within which the debtor chooses or the debtors agree upon. If this is not done, the judge himself undertakes to determine the subject of the obligation. (2) But if the choice is for the creditor and he abstains from the choice, or if there are multiple creditors and it, and if the they do not agree among themselves, the judge sets a deadline if the debtor requests deadline expires, the option passes to the debtor.
Article 277 If the option belongs to the debtor and not one of the several prestations included in the object of the obligation can be performed, he shall be bound to pay the value of the last of the prestations that became impossible to perform if he is responsible for the impossibility of performance even as regards only one of the prestations.	Article 277 If the option is for the debtor, then it is impossible to implement each of the multiple things included in the subject of the obligation, and the debtor is responsible for this impossibility, even with regard to one of these things, he is obligated to pay the value of the last thing that is impossible to implement.
Obligations Facultative 2.	**2- Substitute commitment**
Article 278 An obligation is facultative when its object consists of one prestation only but the debtor may free himself of the obligation by the performance of another prestation in its place. The object of the obligation is the prestation promised and not that prestation the performance of which is free	Article 278 (1) The obligation is substituted if its subject matter includes only one thing, but the debtor is discharged if he performs something else in its place. (2) The thing included in the subject of the obligation, not the alternative, by which the debtor is discharged, is the only thing that is the subject of the obligation and its nature is determined.

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the debtor. It is this object which determines the nature of the obligation.	
Section III **Plurality of Parties to an Obligation**	**Chapter Three: The multiplicity of parties to the obligation**
1. Joint and Several Obligations Article 279	**Solidarity -1**
Solidarity between creditors or debtors is not presumed. It is created by agreement or by law.	Article 279 Solidarity between creditors or debtors is not assumed, but is based on an agreement or text in the law.
Article 280 When there is solidarity between creditors, the debtor may pay the debt to anyone of them unless one of them objects to such payment. Solidarity does not prevent the debt being divided between the heirs of one of the joint and several creditors unless the debt itself is indivisible.	Article 280 (1) If solidarity exists between creditors, the debtor may repay the debt to any of them, unless one of them objects to doing so. This does not prevent solidarity from dividing the debt between the heirs of one of the creditors (2) and with the co-partisans, unless the debt is indivisible.
Article 281 Joint and several creditors may take proceedings jointly or severally against the debtor for the performance of the obligation. In so doing, the conditions modifying the effect of the obligation as between each creditor and the debtor should be taken into account. A debtor cannot, if he is sued for payment by one of his joint and several creditors, set up as a defense against that creditor, defenses that are personal as regards the other creditors, but he may set up defenses which are personal to the creditor suing him and those which are common to all the creditors.	Article 281 (1) Joint creditors, jointly or individually, may demand payment from the debtor, taking into account the description attached to each creditor association that modifies the effect of the debt. (2) It is not permissible for the debtor, if one of the joint creditors demands payment from him, to protest against this creditor the forms of payment relating to other creditors, but he may protest against the demanding creditor the forms of payment specific to this creditor, and the forms of payment common to all creditors.
Article 282 If a debtor is released of his debt to one of his joint and several creditors for a reason other than performance, he shall be released as regards the other creditors only up to the amount of the share of the creditor to whom he is no longer liable . No one of the joint and several creditors may act in such a way as to prejudice the rights of the other creditors.	Article 282 (1) If the debtor is discharged before one of the joint creditors for a reason other than payment, his liability shall not be discharged before the rest of the creditors except to the extent of the share of the creditor before whom the debtor was discharged. (2) It is not permissible for any of the joint creditors to do anything that would harm the other creditors.
Article 283 That which a joint and several creditor receives on account of the debt reverts to all the creditors and will be divided between them proportionally. The division shall be made in equal parts if there is no agreement or provision of the law to the contrary.	Article 283 (1) Everything that one of the joint creditors collects from the debt becomes the right of all creditors and they are entitled to it. (2) The division between them shall be equal, unless there is an agreement or text stipulating otherwise.
Article 284 When there is solidarity between the debtors, payment effected by one of them liberates all the others.	Article 284 If there is solidarity between the debtors, then the payment of the debt by one of them absolves the rest of the debtors.
Article 285 A creditor may take action against all his joint and several debtors jointly or severally. In so doing, the conditions modifying the effect of the obligations as between the creditor and each of the co-debtors should be taken into account. A co-debtor who is sued by a creditor for performance cannot set up against that creditor defenses that are personal to other co-debtors, but he may set up defenses that are personal to himself as well as those common to all the co-debtors .	Article 285 (1) The creditor may claim the debt from the joint debtors jointly or individually, taking into account the description attached to each debtor's association that modifies the effect of the debt. (2) The debtor from whom the creditor demands payment may not invoke the methods of payment specific to other debtors, but he may invoke his own methods of payment and the methods common to all debtors.
Article 286	Article 286 Renewing the debt between the creditor and one of the joint debtors results in the debt being discharged

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Novation of a debt between the creditor and one of the joint and several debtors releases other codebtors unless the creditor has reserved his rights against them.	If the creditor accepts their right, the creditor retains his right, except for the debtors remaining
Article 287 A joint and several debtor cannot set up compensation with regard to that which a creditor owes to one of the other co-debtors, except in respect of the share of such co-debtor.	Article 287 The joint debtor may not insist on the set-off that occurs between the creditor and another joint debtor, except to the extent of this debtor's share.
Article 288 Merger that occurs in the person of a creditor and of one of the joint and several debtors does not extinguish the debt as regards the other co-debtors except to the extent of the merged share of the codebtor.	Article 288 If the liability is united between the creditor and one of his joint debtors, the debt will not be extinguished with with respect to the rest of the debtors, except to the extent of the share of the debtor whose liability is due to the creditor.
Article 289 A release of debt granted by the creditor to one of the joint and several debtors does not release the other co-debtors unless the creditor expressly declares such to be the case. In the absence of such a declaration, the creditor may only claim from the other co-debtors the balance of the debt after deduction of the share of the co-debtor whom he has released, unless he has reserved his rights against them for the whole of the debt. In such a case, the joint and several debtors have a claim against the co-debtor who has been released for his share in the debt.	Article 289 (1) If the creditor discharges one of the joint debtors, the remaining debtors are not discharged, unless the creditor declares this. (2) If this declaration is not issued by him, he has no right to claim from the rest of the joint debtors except what remains of the debt after deducting the share of the debtor whom he absolved, unless he has reserved his right to have recourse against them for the entire debt. In this case, they have the right of recourse against the debtor in whose favor the release was issued for his share in the debt.
Article 290 If a creditor releases one of the joint and several debtors from the joint and several liability, his right to claim the whole of the debt from the other co-debtors remains unless otherwise agreed.	Article 290 If the creditor releases one of the joint debtors from joint liability, his right to recourse against the remaining debtors remains for the entire debt, unless otherwise agreed upon.
Article 291 In all cases of the release of one of the joint and several debtors either from the debt or from the joint and several liability, the other co-debtors may in accordance with Article 298 claim from the co-debtor who has been released his contribution in the share of those co-debtors who are insolvent. If, however, the creditor has discharged the co-debtor to whom he has given a release from all liability in respect of the debt, the creditor will bear himself the contribution of such a co-debtor in the share of the insolvent co-debtors.	Article 291 (1) In all cases in which the creditor releases one of the joint debtors, whether the release is from the debt or from solidarity, the remaining debtors have the right to recover, when necessary, from this debtor his share in the share of the insolvent among them in accordance with Article 298 (2) However, if the creditor releases the debtor whom he absolved from all responsibility for the debt, then this creditor is the one who bears this debtor's share in the insolvent person's share.
Article 292 If the debt is extinguished by prescription as regards one of the joint and several debtors the other codebtors will only benefit from this prescription to the extent of the contribution of that co-debtor. If the prescription is interrupted or suspended as regards one of the joint and several debtors, the creditor cannot claim interruption or suspension as regards the other co-debtors.	Article 292 (1) If the debt expires due to the statute of limitations for one of the joint debtors, the remaining debtors will not benefit from it except to the extent of this debtor's share. (2) If the statute of limitations period is interrupted or its validity is suspended for the joint debtors, the creditor may not claim this before the rest of the debtors.
Article 293 In the performance of a joint obligation and several debtor is only responsible for his own actions. A formal demand to one of the joint and several debtors or proceedings taken against one of them by the creditor will have no effect against the other co-debtors, but if	Article 293 (1) The joint debtor is not responsible for implementing the obligation except for his actions. (2) If the creditor excuses one of the joint debtors or sues him, this will have no effect with respect to the rest of the debtors. The creditor, the rest of the debtors benefit from these excuses.

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one of the joint and several debtors issues a formal demand against the creditor, this demand will benefit the other co-debtors.	
Article 294 A transaction entered into between a creditor and one of the joint and several debtors will benefit the other co-debtors if it involves remission of the debt or the release of the liability in respect thereof in any other way. If such a transaction creates an obligation or increases the existing obligation, it will only be binding upon the other co-debtors if they consent thereto.	Article 294 One of the joint debtors. The reconciliation includes the release of the debtor if the creditor reconciles with him. However, if the debt is released or he is released from liability by any other means, the rest of them will benefit from it. This reconciliation would create an obligation for them or increase what they are committed to, for it would not be enforceable against them if they accepted it.
Article 295 An acknowledgment of debt by one of the joint and several debtors does not bind the other codebtors. If one of the joint and several debtors refuses to take an oath or if he tenders the oath to the creditor and the creditor takes the oath, the oath refused or tendered will not accept the other co-debtors. If the creditor tenders the oath to one of the joint and several debtors and this co-debtor takes the oath, the oath will profit the other co-debtors.	Article 295 (1) If one of the joint debtors acknowledges the debt, this acknowledgment does not apply to the rest. (2) If one of the joint debtors denies the oath or directs the creditor to swear an oath, the remaining debtors will not be harmed by that. (3) If the creditor limits himself to directing the oath to one of the joint debtors, the other debtors will benefit from that. So he swore
Article 296 A judgment given against one of the joint and several debtors will have no effect against the other codebtors. If the judgment is given in favor of one of them, it will benefit the others, unless the judgment is based on a ground relating only to the co-debtor in favor of whom the judgment is rendered.	Article 296 (1) If a judgment is issued against one of the joint debtors, this judgment shall not be used as evidence against the rest. (2) If the ruling is issued in favor of one of them, the rest of them will benefit from it, unless the ruling is based on a reason specific to the debtor in whose favor the ruling was issued.
Article 297 If one of the joint and several debtor pays the debt in full, he will only have a claim against each of the other co-debtors for each of such co-debtors' own share respectively, even if he exercises the right to action of the creditor by way of subrogation. The amount paid is divisible between the co-debtors in equal parts in the absence of an agreement or a provision of the law to the contrary.	Article 297 (1) If one of the joint debtors pays the entire debt, he may not have recourse against any of the others except to the extent of his share in the debt, even if he has the right to recourse on the creditor's claim. Solutions may (2) If one of the debtors pays it, the debt is divided in equal shares among all, unless there is an agreement or text stipulating otherwise.
Article 298 If one of the joint and several debtors becomes insolvent, his share shall be borne by the co-debtor who has effected payment and by all the other solvent co-debtors pro rata.	Article 298 If one of the joint debtors becomes insolvent, the consequences of this insolvency shall be borne by the debtor who fulfilled the debt, and the rest of the solvent debtors, each according to his share.
Article 299 When the debt concerns only one of the joint and several debtors, he will be liable for the whole debt to the other co-debtors.	Article 299 If one of the joint debtors is the only one who has an interest in the debt, then he is the one who bears all of it towards the rest.
Indivisibility 2.	**Indivisibility**
Article 300 An obligation cannot be divided: a) when it has for its object something which by its nature is not susceptible of division; b) if it is the intention of the parties or it follows from the purpose pursued by the parties that the performance of the obligation should not be divided.	Article 300 The obligation is indivisible: (a) If it occurs on a site that is not, by its nature, capable of being divided. (b) If it becomes clear from the purpose of the contracting parties that the obligation cannot be implemented divided, or if the intention of the contracting parties is to do so.
Article 301 When there are several debtors in respect of an	Article 301 (1) If there are multiple debtors in an indivisible obligation, each of them is obligated

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indivisible obligation, each debtor is liable for the debt in full. A debtor who has effected payment will have a remedy against each of the other co-debtors for his part, unless the contrary follows from the circumstances.	With the fulfillment of religion Kamal. (2) The debtor who has settled the debt has the right of recourse against the rest, each according to his share, unless the circumstances indicate otherwise.
Article 302 When there are several creditors in respect of an indivisible obligation or several heirs of a creditor in respect of such an obligation each of the creditors or heirs may demand the performance in its entirety of the indivisible obligation. If one of the creditors or the heirs contests such a demand, the debtor shall effect payment to all the creditors together or deposit the object of the obligation in court. Co-creditors will have remedies against a creditor who has received payment, each one for his share.	Article 302 (1) If there are multiple creditors in an indivisible obligation, or if there are multiple heirs to the creditor in this obligation, each creditor or heir may demand the full performance of the obligation. If the debtor is obligated to perform the obligation, one of the creditors or heirs objects to that for the creditors collectively or to deposit the thing in place. Commitment. (2) The creditors shall have recourse against the creditor who fulfilled the obligation, each according to his share.
Chapter IV **Transmission of an Obligation**	**Chapter Four:** **Transfer of Obligation**
Section I The **Assignment of a Right**	**Chapter One:** **Transfer of Right**
Article 303 A creditor may assign his right to a third party, provided that his claim is not impossible of assignment by reason of a provision of the law, of an agreement between the parties or on account of its nature. The assignment is valid without the consent of the debtor	Article 303 The creditor may transfer his right to another person, unless this is prevented by the text of the law, the agreement of the contracting parties, or the nature of the obligation. The transfer is made without the debtor's consent.
Article 304 A right can only be assigned to the extent to which it can be attached.	Article 304 It is not permissible to transfer a right except to the extent that it is subject to seizure.
Article 305 An assignment is not effective as against a debtor or a third party unless it has been accepted by the debtor or notified to him. The acceptance by the debtor does not render the assignment valid as against third parties unless it has an established date.	Article 305 The transfer shall not be effective against the debtor or against a third party unless the debtor accepts it or announces it With it. However, for its entry into force before third parties upon the debtor's acceptance, this acceptance must have a fixed date.
Article 306 The creditor to whom the assignment is made may, prior to notification of the assignment or to its acceptance, take all precautionary measures to safeguard the right that has been transferred to him.	Article 306 Before announcing or accepting the transfer, the creditor to whom the transfer is made may take measures to preserve the right that has been transferred to him.
Article 307 The assignment of a right comprises its warranties such as securities, liens and mortgages, as well as interest and installments that have fallen due.	Article 307 Such as guarantee, lien, and mortgage. It is also considered comprehensive and includes the transfer of the right and its guarantees, due to interest and instalments.
Article 308 In the case of an assignment for valuable consideration, the assignor, in the absence of an agreement to the contrary, only warrants the existence of the right assigned at the moment of the assignment. When, however, the assignment is not for valuable consideration, the assignor does not even warrant the existence of the right.	Article 308 (1) If the transfer is for consideration, the assignor only guarantees the existence of the transferred right at the time of the transfer, unless there is an agreement stipulating otherwise. (2) If the transfer is without compensation, the transferor is not a guarantor even of the existence of the right.
Article 309 An assignor does not warrant the solvency of the debtor unless such warranty is specifically stipulated. If an assignor has warranted the solvency of the debtor,	Article 309 (1) The assignor does not guarantee the left of the debtor unless there is a special agreement on this guarantee. (2) If the assignor guarantees the right of the debtor, this guarantee shall not be extended except to

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agreement of absence in ,applies only warranty this to the contrary, to the solvency of the debtor at the time of the assignment.	Left at the time of transfer unless otherwise agreed.
Article 310 When an assignee exercises his right of recourse in warranty against the assignor, in accordance with the two preceding articles, the assignor is only liable to restitute that which he has received together with interest and expenses notwithstanding any agreement to the contrary.	Article 310 If the assignee returns the guarantee to the assignor in accordance with the previous two articles, the assignor is only obligated to return what he seized along with interest and expenses, even if there is an agreement stipulating otherwise.
Article 311 An assignor is responsible for his personal acts, even if the assignment is not for valuable consideration or even if it has been stipulated to be without warranty.	Article 311 The transferor shall be responsible for his personal actions, even if the transfer was without compensation or if he stipulated that there was no guarantee.
Article 312 A debtor of the right assigned may raise, as against the assignee, the defenses that he was entitled to raise against the assignor at the moment that the assignment became effective against him. He may also raise defenses arising from the contract of assignment.	Article 312 The debtor may assert against the assignee the defenses that he had the right to assert against the assignor at the time the transfer took effect against him. He may also assert the defenses derived from the transfer contract.
Article 313 In the event of several assignments relating to the same right, preference is given to the assignment that is first effective as regards third parties.	Article 313 If there are multiple transfers of one right, the transfer that becomes effective before others is preferred against the third party.
Article 314 When an attachment is served upon the debtor of the debt assigned, before the assignment has become effective as against third parties, the assignment is equivalent to an attachment vis-a-vis the distrainer. In this case, if another attachment is made after the assignment becomes effective as against third parties, the debt will be divided pro rata between the first distrainer, the assignee and the second distrainer, but the amount necessary to make up the amount of the sum assigned will be deducted from the share of the second distrainer and paid to the assignee.	Article 314 (1) If a seizure falls under the control of the transferee before the transfer becomes effective against a third party, the transfer is, in relation to the distrainer, tantamount to another seizure. (2) In this case, if another seizure occurs after the transfer has become effective against a third party, the debt is divided between the earlier seizing party, the transferee, and the late seizing party as fines, provided that what is taken from the late seizing party's share is what the transferee will use to complete the value of the transfer.
Section II **Assignment of Debt**	**Chapter Two:** **Debt Transfer**
Article 315 An assignment of debt is effected by an agreement between the debtor and a third party who undertakes to assume the debt in the place of the debtor.	Article 315 The debt is transferred by agreement between the debtor and another person who bears the debt.
Article 316 An assignment of debt is not effective as against the creditor unless ratified by the creditor. When the person assuming the debt or the original debtor notifies the assignment to the creditor, and gives him a reasonable period of time to ratify the assignment, the assignment will be deemed to have been refused if the creditor does not give his consent before the expiration of such period.	Article 316 (1) The transfer shall not be effective against the creditor unless he approves it. (2) If the transferee or the original debtor announces the transfer to the creditor, and a reasonable deadline is set for him to acknowledge the transfer, and then the deadline expires without the acknowledgment being issued, the creditor's silence will be considered a rejection of the transfer.
Article 317 Until the creditor has signed his ratification or refusal of the assignment, the person assuming the debt will, in the absence of an agreement to the contrary, be responsible to the original debtor, to effect payment on	Article 317 (1) As long as the creditor does not specify his position on the transfer, whether he acknowledges or rejects it, the transferee is obligated to the original debtor to pay the creditor in a timely manner, unless this provision applies even if the creditor rejects the transfer. There is an agreement stating otherwise (2) However, the original debtor may not demand payment from the assignee to the creditor

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the even when this rule applies. creditor the to date due The creditor has refused the assignment. The original debtor cannot, however, call upon the person assuming the debt to make payment to the creditor so long as he has not himself discharged his obligation to the person assuming the debt in accordance with the contract of assignment.	As long as he fulfills what he committed to towards the assignee under the transfer contract.
Article 318 The debt assigned is transmitted with all its warranties. The surety, whether real or personal, does not remain bound to the creditor unless he has agreed to the assignment.	Article 318 (1) The assigned debt retains its guarantees. This does not leave the guarantor, whether in person or in person, obligated to the creditor unless (2) he agrees to the transfer.
Article 319 In the absence of an agreement to the contrary, the original debtor warrants the solvency of the person assuming the debt at the moment the creditor ratifies the assignment.	Article 319 The original debtor guarantees that the transferee will be solvent at the time the creditor approves the transfer, unless otherwise agreed.
Article 320 A person assuming the debt may raise against the creditor the defenses which the original debtor was entitled to raise. He may also raise the defenses arising out of the contract of assignment.	Article 320 The transferee may assert before the creditor the defenses that the original debtor had, and he may also assert the defenses derived from the transfer contract. He clings to it.
Article 321 An assignment of debt may also take place between the creditor and the person assuming the debt by an agreement that provides that such person replaces the original debtor in his obligation. In such a case, the provisions of Articles 318 and 320 will be applicable.	Article 321 (1) It is also permissible for the debt to be transferred by agreement between the creditor and the transferee, in which it is determined that this person replaces the original debtor in his obligation. (2) In this case, the provisions of Articles 318 and 320 shall apply.
Article 322 The sale of a mortgaged immovable property does not imply the transfer of the mortgage debt to the purchaser unless the agreement provides for such a transfer. If the vendor and buyer agree to assign the debt and if the deed of sale is transcribed, the creditor should, after notification to him by legal process of the assignment, ratify or refuse the assignment, within a period not exceeding six months. If he maintains silence up to the end of this period, such silence is equivalent to ratification.	Article 322 (1) The sale of the mortgaged property does not formally entail the transfer of the debt secured by the mortgage to the buyer unless there is an agreement to that effect. (2) If the seller and the buyer agree to transfer the debt, and the sale contract is registered, the creditor, when the transfer is officially announced, must approve or reject it within a period not exceeding six months. If this period elapses without an opinion being expressed, his silence will be considered an acknowledgment.
Chapter V The Extinction of Obligations	**Chapter Five: Termination of obligation**
Section I Payment	**Chapter One: Loyalty**
1. The Two Parties to Payment Article 323	**Loyalty is a party -1**
Payment may be made by the debtor, by his representative or by any other interested party, subject to the provisions of Article 208. Payment may also, subject to the provisions of Article 208, be made by a third party who is not interested in such payment, even without the knowledge or against the wish of the debtor, but the creditor may refuse payment tendered by a third party if it is opposed by the debtor and the debtor has informed the creditor of his opposition.	Article 323 (1) Payment may be made by the debtor, by a representative, or by any other person who has an interest in payment, taking into account what is stated in Article 208. (2) Payment is also valid with the prior reservation from someone who has no interest in this payment, even if that is without the debtor's knowledge or against his will, provided that the creditor may refuse payment from a third party if the debtor objects to that and informs the creditor of this objection.

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Article 324 If a third party pays off the debt, such third party shall have a remedy against the debtor up to the amount that he has paid. The debtor, against whose wish payment has been made, may contest the claim made against him by the person who has made the payment on his behalf as regards all or part of the payment made, if he shows that he had any interest whatsoever in opposing the payment.	Article 324 (1) If a third party pays the debt, he has the right of recourse against the debtor in proportion to what he paid. Therefore, it is permissible for the debtor against whose will the payment was made to prevent the return (2) and with the payer of what he paid on his behalf, in whole or in part, if he proves that he has any interest in objecting to the payment.
Article 325 Payment is only valid if the person who made the payment is the owner of that with which he has paid the obligation and has the capacity of disposing of it. When payment of that which is due is made by a person without the necessary legal capacity to dispose of the thing with which payment is effected, it extinguishes the obligation provided that it does not prejudice the person who has paid.	Article 325 (1) For the fulfillment to be valid, the fulfillment must be that the payer owns the thing for which he paid, and that he has the capacity to dispose of it. Therefore, paying something due from someone who is not qualified to dispose of it is terminated(2) along with the obligation, if the fulfillment does not cause harm to the payer.
Article 326 When payment is made by a third party, such third party is subrogated in the rights of the creditor who is paid off in the following cases: a) when such third party was liable for the debt jointly with the debtor or was under an obligation to pay the debt on his behalf; b) when such third party, being himself a creditor, even an unsecured creditor, had paid another creditor ranking before him by reason of a real security; c) when, having acquired an immovable, he has paid the price to creditors having a real security upon the immovable in question; d) When the law expressly gives him the right of subrogation.	Article 326 If payment is made by a person other than the debtor, the payer shall replace the creditor whose rights have been fulfilled in the following circumstances (a) If the payer is obligated to pay the debt with the debtor or is obligated to pay it on his behalf. (b) If the payer is a creditor and another creditor has an advance against him through his real insurance, even if the payer does not have any insurance. (c) If the payor purchased a property and paid its price in repayment to creditors, the property was allocated to guarantee their rights. (d) If there is a special provision that stipulates that the payer has the right of subrogation.
Article 327 A creditor who receives what is due to him from a third party may, by agreement with the third party, subrogate such third party into his rights even if the debtor does not agree to the subrogation. The agreement must not be concluded after the time of payment.	Article 327 This third party provides that the creditor who has received his rights from someone other than the debtor may agree with him, and it is not permissible for this agreement to be delayed, and if the debtor does not accept that, he will take his place at the time of payment.
Article 328 A debtor may also, when he has borrowed a sum with which he has paid the debt, subrogate the lender into the rights of the creditor who received the payment, even without the consent of the creditor, provided that in the contract of loan , it is stated that the sum in question was borrowed for the purpose of effecting the payment, and that in the receipt in discharge, it is stated that the payment was made with the money lent by the new creditor.	Article 328 If the debtor borrows money and repays the debt, it is also permissible for the debtor to replace the lender. Even without the consent of this creditor, provided that it is stated in the creditor whose rights were fulfilled in the loan contract that the money was allocated for repayment, and in the settlement that repayment was from this money that was lent by the new creditor.
Article 329 A third party subrogated in law or by agreement in the rights of the creditor, is substituted for the creditor as regards the debt to the amount of the sums that he has himself paid with all the attributes of the debt and all accessories, securities , and defenses attached to the debt.	Article 329 Whoever takes the place of the creditor by law or by agreement has his right due to the characteristics of this right, the consequences it accrues, the security costs it costs, and the defenses it provides, and this subrogation is to the extent of the money he paid by taking the place of the creditor.

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Article 330 In the absence of an agreement to the contrary, when a third party pays part of a debt to a creditor and is subrogated into the rights of the creditor as regards such part, the creditor shall not be prejudiced by such partial payment and may exercise his rights for that which remains due, in preference to the third party. When a further third party is subrogated in the rights of the creditor, as regards that which remains due to this creditor, this further third party so subrogated, together with the third party subrogated before him, will have a right to claim what is due to each of them pro rata.	Article 330 (1) If a third party pays the creditor part of his right and replaces it, the creditor will not be harmed With this fulfillment, the fulfillment of what remains of his right takes precedence over the person who fulfilled it, unless there is an agreement stipulating otherwise. (2) If another person replaces the creditor with what remains of his right, the one who replaced him last, and the one who preceded him in subrogation, each shall return to the extent of what is due to him, and they shall share the division of the creditors.
Article 331 A third party holder of a mortgaged property who has paid all the mortgage debt and has been subrogated into the rights of the creditors, shall only have the right, by reason of such subrogation, to claim from the holder of another mortgaged property for the same debt the share of that holder in the debt proportional to the value of the immovable held by him.	Article 331 If the possessor of the mortgaged property pays the entire debt and replaces the creditors, then by virtue of this subrogation he has no recourse against the possessor of another mortgaged property for the same debt except to the extent of this possessor's share according to the value of the property he possesses.
Article 332 Payment shall be made to the creditor or to his representative. A person who produces to the debtor a receipt in discharge issued by the creditor is considered to be qualified to receive payment unless it has been agreed that payment shall be made to the creditor in person.	Article 332 Payment shall be made to the creditor or his representative. Whoever presents to the debtor a settlement issued by the creditor is considered to have the capacity to collect the debt, unless it is agreed that payment should be made to the creditor personally.
Article 333 Payment to someone other than the creditor or his representative does not free the debtor or his obligation unless the payment is ratified by the creditor, or the creditor profits and then only to the extent of such profit, or unless the payment was made in good faith to a person holding the title to the debt.	Article 333 If the fulfillment is to a person other than the creditor or his representative, the debtor shall not be discharged unless the creditor approves this fulfillment or receives a benefit from it, to the extent of this benefit, or the fulfillment is made in good faith to a person in whose possession the debt is.
Article 334 When a creditor refuses, without good reason, to accept payment that is regularly offered to him, or to do such things without which payment cannot be made, or declares that he will not accept payment, he will be deemed to have been duly summoned to accept payment from the time that such refusal is recorded by a summons notified to him by legal process.	Article 334 If the creditor refuses without justification to accept the payment that is validly offered to him, or refuses to carry out acts without which payment cannot be made, or announces that he will not accept payment, he shall be deemed to have been excused from the time the debtor records this refusal with an official announcement.
Article 335 From the time that a summons has been served on a creditor he shall be responsible for the loss or the deterioration of the thing and interest on the debt ceases to run; the debtor shall then have the right to place the thing in safe keeping at the cost of the creditor and claim compensation for any damage he may have suffered.	Article 335 the item, interest will If the creditor is excused, he will bear the responsibility of the loss or damage of cease to apply, and the debtor will have the right to deposit the item at the creditor's expense and demand compensation for any damage he has suffered.
Article 336 When the subject matter of the payment is a definite and specific thing which must be delivered at the place where it is situated, the debtor may, after having summoned the creditor to take delivery, obtain an order of the court to place it in safekeeping. If the thing in question is an immovable or a thing intended to remain	Article 336 If the subject of payment is a specific thing, and it must be delivered in the place where it is located, the debtor may, provided that he notifies the creditor of its delivery, obtain permission from the judiciary to deposit it. If this thing is real estate or something prepared to remain where it is found, the debtor may He asks to be placed under guard.

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In place, the debtor may ask for it to be placed under judicial custody.	
Article 337 The debtor may, by permission of the judge, sell, by public auction, things of a rapidly perishing nature or movables that necessitate an exorbitant expenditure for safekeeping or custody, and deposit the price in the "Caisse du Tribunal". When the thing has a known price on the market or is quoted on the stock exchange, it may only be sold by public auction if it is impossible to sell it by agreement at the market or quoted price.	Article 337 (1) The debtor may, after seeking the court's permission, sell at public auction items that are easily damaged, or that require heavy expenses in storing them or guarding them, and deposit the price in the court's treasury. A known price in the markets, or it was traded in (2) If the thing is traded on the stock exchanges, it is not permissible to sell it at auction unless it is not possible to sell it at the known price.
Article 338 Deposit or any other equivalent measure is also permissible if the debtor does not know the person or the domicile of the creditor, or if the creditor, being totally or partially incapable, has not a representative to accept payment on his behalf, or the debt is the object of a dispute between several persons, or if there are other serious reasons which justify this measure.	Article 338 Deposit or an alternative procedure is also permissible if the debtor does not know the identity or domicile of the creditor, or the creditor is incapacitated or incomplete and does not have a representative to accept payment on his behalf, or the debt is disputed between several people, or there are other serious reasons. Justify this action.
Article 339 The actual tender of the thing due is equivalent to payment, in so far as the debtor is concerned, when it is followed by a deposit made in the manner prescribed in the Code of Procedure, or by any other equivalent measure, provided that it is accepted by the creditor or recognized as valid by a final judgment.	Article 339 For the debtor, the real offer takes the place of fulfillment if it is followed by a deposit made in accordance with the provisions of the Code of Procedures, or followed by any similar procedure, if the creditor accepts it or a final judgment is issued regarding its validity.
Article 340 A debtor who has made a tender of the debt followed by a deposit, or by an equivalent measure, may retract his tender as long as it has not been accepted by the creditor, or as long as it has not been recognized as valid by a final judgment, in which case the co-debtor and sureties will not be freed. If a debtor retracts his tender after its accepted by the creditor or after it has been declared valid by a judgment, and his withdrawal is accepted by the creditor, the creditor shall no longer have the right, to avail himself of the securities guaranteeing his right , and the co-debtors and the sureties shall in such case be released.	Article 340 (1) If the debtor offers the debt and follows up the offer with a deposit or a similar procedure, he may withdraw this offer as long as the creditor does not accept it, or as long as no judgment is issued. His co-debtors and guarantors are not absolved of liability. Take care of his health and if he returns.? (2) If the debtor returns in the exhibit after the creditor has accepted it, or after it has been ruled valid, and the creditor accepts this return from him, then this creditor may no longer cling to the insurances that guarantee his rights, and the partners in the debt and the guarantors will be absolved of their liability.
2. Means of Payment Article 341	**Loyalty is a place -2**
Payment must be made with the very thing due. The creditor cannot be forced to accept anything else, even if the value of such other thing is equal or greater.	Article 341 The thing that is originally due is the thing through which payment is made. The creditor is not forced to accept something else, even if this thing is equal to it in value or has a higher value.
Article 342 In the absence of an agreement or a legal provision to the contrary, the debtor cannot force his creditor to accept a partial payment of his debt. If, in a case where part of the debt is contested, a creditor agrees to receive payment of that part of his claim which is admitted, the debtor cannot refuse to pay the part that is admitted.	Article 342 unless (1) The debtor may not force the creditor to accept partial fulfillment of his right, there is an agreement or text stipulating otherwise. (2) If part of the debt is disputed and the creditor accepts to fulfill the recognized part, the debtor has no right to refuse to fulfill that part.
Article 343 When a debtor is under an obligation to pay expenses	Article 343 If the debtor is obligated to pay expenses and interest along with the debt, and what he paid was these accessories, he deducted what was paid from the expense account, then he does not pay the debt along with it.

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and ,debt the of principal the to add in interest and makes a payment which does not cover the principal and these accessories, the payment shall, unless otherwise agreed, be imputed, in the first instance, to expenses, then to interest and lastly to principal.	Of the interest and then of the principal of the debt, all of this unless otherwise agreed upon.
Article 344 If a debtor owes the same creditor several debts of the same kind and if the payment made by him does not suffice to cover all the debts, he has the right to indicate, when effecting payment, the debt which he intends to discharge, provided that he is not prevented from so doing by law or by agreement.	Article 344 If the debtor has multiple debts, and they are owed by one creditor and of the same type, and what the debtor has paid does not satisfy all of these debts, the debtor may, upon payment, specify the debt he wants to fulfill, unless there is a legal or consensual impediment that prevents this designation.
Article 345 Failing any indication by the debtor as provided for in the preceding article, the payment shall be imputed to the debt that has fallen due: in a case where several debts have fallen due, to the most onerous debt, in a case where the Debts are all equally onerous, to the debt indicated by the creditor.	Article 345 If the debt is not specified in the manner indicated in the previous article, the deduction shall be from the account of the debt that has been due. If there are multiple outstanding debts, from the account of the most costly to the debtor. If the debts are equal in cost, from the account of the debt designated by the creditor.
Article 346 In the absence of an agreement or of a provision of the law to the contrary, payment must be made as soon as the obligation has definitely been created as a liability of the debtor. The judge may in exceptional cases and in the absence of a provision of the law to the contrary, grant to the debtor, when his position so requires, one or more reasonable delays for the performance of his obligation, provided that no serious prejudice is thereby caused to the creditor.	Article 346 (1) Payment must be made immediately as soon as the obligation is finally fulfilled by the debtor, unless there is an agreement or text stipulating otherwise. (2) However, the judge may, in exceptional cases, if no provision in the law prevents him, allow the debtor to set a reasonable deadline or deadlines in which to fulfill his obligation, if his condition so requires and the creditor does not suffer serious harm from this postponement.
Article 347 In the absence of an agreement or of a provision of the law to the contrary, when the subject matter of the obligation is a definite and ascertained thing, it should be delivered at the place it was situated at the time the obligation was created . In the case of other obligations, payment is due at the debtor's domicile at the time of payment or at his place of business if the obligation is connected with such business.	Article 347 (1) If the subject of the obligation is a specific thing, it must be delivered in the place where it was located at the time the obligation arose, unless there is an agreement or text stipulating otherwise. (2) As for other obligations, fulfillment shall take place in the place where the debtor's domicile is located at the time of fulfillment, or in the place where the debtor's business center is located if the obligation is related to these businesses.
Article 348 In the absence of an agreement or a provision of the law to the contrary, expenses in connection with payment are at the charge of the debtor.	Article 348 Fulfillment expenses shall be borne by the debtor unless there is an agreement or text stipulating otherwise.
Article 349 A person who pays part of a debt has the right to demand a receipt for the amount he has paid and a note showing the payment on the document of the title of the debt. He also has the right, at the time the debt is paid in full, to demand the restitution or cancellation of the document of title. If this document has been lost, the debtor may demand a written declaration from the creditor that the document of title has been lost. If the creditor refuses to comply with the conditions laid down in the preceding paragraph, the debtor may place the object due in court custody.	Article 349 (1) Whoever fulfills part of the debtor may request a settlement due to his death, with an annotation on the debt instrument that this payment has been made. If the debt is paid in full, he has the right to request the return of the debt instrument or its cancellation. If the instrument has been lost, he has the right to ask the creditor to confirm in writing. By losing the bond. (2) If the creditor refuses to do what the previous paragraph imposed on him, the debtor may deposit the thing due as a judicial deposit.
II Section	**Chapter II**

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Methods of Extinction of the Obligation Equivalent to Performance	**Fulfillment is equivalent to the expiry of the obligation**
1. Giving in Payment Article	**In exchange for loyalty -1**
350 When a creditor accepts in settlement of his right another prestation in place of that which is due, this giving in payment takes the place of payment.	Article 350 If the creditor accepts to fulfill his right in exchange for the thing due, this shall take the place of payment.
Article 351 The provisions of the law relating to sale, especially those which relate to the legal capacity of the parties, warranty against eviction and hidden defects, apply to giving in payment in cases where it transfers the ownership of the thing given in place of the prestation due . The provisions of the law relating to payment, especially those which relate to the imputations of sums paid and to the extinction of warranties, are also applicable in so far as the giving in payment extinguishes the debt.	Article 351 The provisions of sale apply to fulfillment in exchange for a consideration, if it transfers ownership of something given in exchange for the debt, especially those related to the capacity of the contracting parties, the guarantee of entitlement, and the guarantee of material defects. Insofar as he settles the debt, the provisions of repayment apply to him, especially those related to specifying the party of payment and the expiration of insurance.
2. Novation and Delegation Article 352	**Representation and renewal - 2**
There is novation of an obligation: i) by a change of the debt, when the two parties agree to substitute a new obligation for the original obligation, which new obligation differs from the original obligation as regards its object or as regards its source; ii) by a change of the debtor, when a creditor and a third party agree that such third party shall take the place of the original debtor and that the original debtor shall be released of the debt without his consent being necessary, or when the debtor has procured the consent of the creditor to substitute the debtor by a third party who consents to be the new debtor; iii) by a change of the creditor, when the creditor, the debtor and a third party agree that this third party shall be the new creditor.	Article 352 The commitment is renewed: (First) by changing the debt if both parties agree to replace the original obligation with a good obligation that differs from it in its location or source. (Second) By changing the debtor if the creditor agrees with a foreigner that this foreigner will be a debtor in the place of the original debtor and that the original debtor will be discharged without his consent, or if the debtor obtains the creditor's consent with a foreign person before he becomes the new debtor. (Third) by changing the creditor if the creditor, the debtor and a foreigner agree that this foreigner will be the new creditor
Article 353 Novation can be effective only if the two obligations, the original and the new obligation, are free from any grounds of nullity. If the original obligation results from a voidable contract, the novation is only valid if the new obligation has been assumed both with a view to confirm the contract and to replace the original obligation.	Article 353 (1) Renewal shall not take place unless the old and new obligations are free of any grounds for invalidation. (2) If the old obligation results from a contract that is subject to invalidation, the renewal will not be valid unless the new obligation is intended to approve the contract and replace it.
Article 354 Novation is not presumed; it must be expressly agreed or result clearly from the circumstances. In particular, novation does not result, in the absence of an agreement to the contrary, from the subscription of a promissory note in respect of a pre-existing debt, from changes that relate only to the date, place or mode of performance of the prestation, or from modifications made to the obligation only as regards securities or as to the rate of interest.	Article 354 (1) Renewal is not assumed, but must be explicitly agreed upon, or clearly deduced from the circumstances. ' (2) In particular, renewal does not benefit from writing a bond for a pre-existing debt, nor from any change that occurs in the obligation that only addresses the time, place, or manner of payment, nor from any modification introduced into the obligation that deals only with security deposits or interest, all of this unless There is an agreement requiring otherwise.
Article 355 The mere entry of the debt into the current account does not effect innovation.	Article 355 (1) Merely recording the obligation in a current account does not constitute a renewal. (2) Rather, the obligation is determined if the account balance is cut off and it is declared as such

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There is, however, novation when the balance of a current account has been fixed and agreed; if, however, the debt was guaranteed by means of a special security, that security is maintained unless otherwise agreed.	If the obligation is guaranteed by special insurance, this insurance remains unless otherwise agreed upon.
Article 356 Novation has the effect of extinguishing the original obligation with its accessories and of substituting for it a new obligation. Securities which guaranteed the performance of the original obligation, are not transferred to the new obligation, unless the law provides otherwise, or unless it appears from the agreement or the circumstances of the case that such is the intention of the parties.	Article 356 (1) Renewal results in the original obligation with its accessories being extinguished and a new obligation arising in its place. (2) The guarantees that guaranteed the implementation of the original obligation shall not be transferred to the new obligation except by a provision in the law, or unless it appears from the agreement or from the circumstances that the intention of the contracting parties was to do so.
Article 357 If the debtor has given real securities in guarantee of the original obligation, the following conditions will be observed in the agreement providing for the transfer of these securities to the new obligation: a) when the novation results from a change of the debt, the creditor and the debtor may agree that the securities shall be transferred to the new obligation, to the extent that such a transfer does not cause bias to third parties; b) when the novation results from a change of the debtor, the creditor and the new debtor may agree, without the consent of the original debtor, that the real securities shall be maintained; c) When the novation results from a change of the creditor, the three contracting parties may agree that the securities shall be maintained. The agreement providing for the transfer of the real securities cannot be set up against third parties, unless it is made at the same time as the novation, and the provisions as to registration of real rights are complied with.	Article 357 (1) If there are in-kind insurances provided by the debtor to guarantee the original obligation, the agreement to transfer these insurances to the new obligation shall take into account the following provisions: (a) If the renewal is by changing the debt, the creditor and debtor may agree to transfer the securities for the new obligation within the limits that do not cause harm to others. (b) If the renewal is by changing the debtor, the creditor and the new debtor may agree to retain the real deposits, without the need for the old debtor's consent. (c) If the renewal is by changing the creditor, the third party contracting parties may agree to retain the deposits. (2) The agreement to transfer real securities shall not be effective against third parties unless the provisions relating to registration are taken into account. In the renovation simultaneously, this
Article 358 Real and personal as well as joint and several suretyship is only transferred to the new obligation with the consent of the sureties and of the joint and several co-debtors.	Article 358 Neither the guarantee, whether in kind or personal, nor the solidarity shall be transferred to the new obligation, unless the guarantors and joint debtors agree to this.
Article 359 There is delegation when a debtor procures the acceptance by his creditor of a third party who undertakes to pay in his stead. Delegation does not necessarily infer the existence of a previous debt between the debtor and such third party.	Article 359 (1) Delegation takes place if the debtor obtains the satisfaction of the creditor with a foreign person who is committed to repaying the debt in the place of the debtor. (2) Delegation does not require that there be a previous indebtedness between the debtor and the foreigner.
Article 360 When, in a case of delegation, the contracting parties agree to substitute a new obligation for the original obligation, such a delegation constitutes a novation by the change of the debtor. It results in the liberation of the original debtor from the obligation to his creditor, provided that the new obligation assumed by the new debtor is valid and that such new debtor is not insolvent at the time of the delegation. Novation is not assumed in a case of delegation; In the absence of an agreement providing for novation, the original obligation continues concurrently with the new	Article 360 (1) If the contracting parties agree in the delegation to replace a previous obligation with a new obligation, this delegation is a renewal of the obligation to change the debtor, and it results in the person representing the person being discharged from his liability before the person acting for him, provided that the new obligation that the representative has accepted is valid, otherwise the representative is insolvent at the time of delegation. This does not require renewal of the delegation. If there is no agreement on (2) and with the renewal, the new obligation takes place alongside the first obligation.

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obligation.	
Article 361 In the absence of an agreement to the contrary, the obligation of the new debtor towards the creditor is valid even if his obligation towards the original debtor is void or liable to be contested, subject to the new debtor's right of recourse against the original debtor.	Article 361 The obligation assigned to the person assigned to the person assigned to him is valid even if his commitment to the person assigned is invalid or if this obligation is subject to any of the defenses. The person assigned to the person assigned only remains the right of recourse against the person assigned, all of this unless there is an agreement stipulating otherwise.
3. Compensation (set off)	**Clearing -3**
Article 362 A debtor has a right to compensation of that which he owes to his creditor against that which such creditor owes him, even when the causes giving rise to the two debts are different, provided that they are both for a sum of money or fungibles of a like nature and quality, that they are not in dispute and that they are due and may be sued for. Postponement of payment by reason of a delay granted by the Judge or by the creditor does not prevent compensation.	Article 362 (1) The debtor has the right to set off between what is owed by him to his creditor and what is owed to him by this creditor, even if the reason for the two debts differs, if the subject of a complement of them is money or equivalents of the same type and quality and each of them is free of conflict payment and is eligible to be claimed and due for. (2) The set-off does not prevent the payment deadline from being delayed due to a period granted by the judge or a donation With the creditor.
Article 363 A debtor may avail himself of compensation even when the places of payment of the two debts are different, but he must, in such a case, make good any loss caused to the creditor by reason of the fact that the creditor was not able , as a result of the compensation, to obtain or to perform the prestation at the place fixed for this purpose.	Article 363 The debtor may cling to the set-off even if the place of payment for the two debts is different, but in this case he must compensate the creditor for the harm he suffered due to his inability, due to the set-off, to fulfill his right or to fulfill his debt in the place designated for that purpose.
Article 364 Compensation takes place, whatever may be the sources of debts, except in the following cases: a) where one of the two debts consists of a thing of which the owner has been unjustly deprived, and is the object of a claim for restitution ; b) where one of the two debts consists of a thing that has been deposited or lent for use and is the object of a claim for restitution; c) where one of the two debts is a right which is not liable for attachment.	Article 364 Clearing of debts shall take place, regardless of their source, except in the following cases: (a) If one of the two debts is something that was unlawfully seized from its owner and was wanted His response. (b) If one of the debts is something deposited or loaned for use and it is required to be returned. (C) If one of the two debts is a non-seizable right.
Article 365 Compensation only takes place when set up by the interested party. Compensation cannot be renounced before the right thereto has come into existence. Compensation extinguishes the two debts to the extent of the amount of the smaller debt, from the moment they become subject to compensation. Imputation of the amount discharged in compensation takes place in the same way as in ordinary payment.	Article 365 (1) Set-off does not take place unless someone who has an interest in it adheres to it, and it is not permissible to renounce it before the right to it is established. from the time, (2) Set-off results in the extinguishment of the two debts to the extent of the lesser of them, and designating the party of payment in the set-off in which they become valid for set-off is the same as appointing it in settlement.
Article 366 If the delay for prescription of a debt has expired when compensation is set up, compensation will still take place if the delay for prescription has not expired when compensation becomes possible.	Article 366 If the debt has expired at the time of adhering to set-off, this does not prevent set-off from occurring despite adhering to the statute of limitations, as long as this period had not expired at the time when set-off became possible.
Article 367 Compensation cannot take place to the detriment of rights acquired by third parties. If, after the seizure by a third party of the property held	Article 367 (1) Set-off may not cause damage to rights acquired by others. (2) If a third party imposes a lien on the debtor, and then the debtor becomes a creditor of his creditor, he is not permitted to cling to the set-off to the detriment of the holder.

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by the debtor for his creditor, such debtor becomes the creditor of his creditor, he cannot set up compensation to the prejudice of the attaching creditor.	
Article 368 When a creditor has assigned his debt to a third party, the debtor who has consented to the assignment without reserve, cannot set up compensation against the assignee, which he had the right to set up before he consented to the assignment; he can only enforce his claim against the assignor. But a debtor who has not accepted an assignment which has been notified to him, may, notwithstanding the assignment, set up compensation.	Article 368 (1) If the creditor transfers his right to a third party and the debtor accepts the transfer without reservation, then this debtor may not claim, vis-à-vis the transferor, the set-off that he had the right to claim before he accepted the transfer, and he has no choice but to claim his rights against the transferor. (2) If the debtor did not accept the transfer but announced it, this transfer does not prevent him from insisting on the set-off.
Article 369 A debtor who had the right to set up compensation but who nevertheless paid his debt, cannot avail himself, to the prejudice of third parties, of the securities guaranteeing his right unless he did not know of the existence of his right.	Article 369 It is not permissible for a debtor to pay a debt and he has the right to demand a set-off for it by claiming, to the detriment of others, the insurances that guarantee his right, unless he is ignorant of the existence of this right.
Merger 4.	**4-Union of Dhimma**
Article 370 When the qualities of creditor and debtor in the same debt are united in the same person, the debt is extinguished to the extent of the merger. When the cause which gave rise to the merger disappears and its disappearance is retroactive, the debt revives with its accessories as regards all interested parties, and the merger is believed never to have existed.	Article 370 (1) If the qualities of creditor and debtor are combined in one person with regard to one debt, this debt will be extinguished to the extent that I am talking about liability. ' (2) If the reason that led to the pact union is removed, and its disappearance has a retroactive effect, the debt and its annexes return to existence with respect to all concerned parties, and the peg union is considered to have never occurred.
Section III **The Extinction of Obligations without Payment**	**Chapter Three:** **Expiry of the obligation without fulfillment**
1. Release of the Obligation Article 371	**Discharge - 1**
Obligations are extinguished by a voluntary release of a debtor by his creditor. The release is completed as soon as it comes to the knowledge of the debtor, but becomes void if refused by him.	Article 371 The obligation shall be extinguished if the creditor voluntarily discharges his debtor. The discharge occurs when it comes to the knowledge of the debtor and is returned by his response.
Article 372 The release of an obligation is subject to the basic rules that govern gifts. No special for is required for release even if it is the release of an obligation whose existence was conditional upon a special form required by law or by the agreement entered into by the parties.	Article 372 (1) The substantive provisions that apply to every donation apply to the release. (2) It does not require a special form, even if an obligation is signed, its fulfillment is conditioned by the availability of a form imposed by law or agreed upon by the contracting parties.
2. Impossibility of Performance Article 373	**Implementation is impossible -2**
An obligation is extinguished if the debtor establishes that its performance has become impossible by reason of causes beyond his control.	Article 373 The obligation shall expire if the debtor proves that fulfilling it has become impossible for him due to a foreign cause beyond his control.
Prescription Extinctive 3.	**3- The statute of limitations**
Article 374 The term of prescription for obligations is fifteen years with the exception of those cases for which a special provision is contained in the law and with the exception also of the following cases.	Article 374 The obligation shall expire after fifteen years, except in cases for which there is a special provision in the law and with the following exceptions.
Article 375 The term of prescription for sums payable periodically at	Article 375 (1) Every periodic, renewable right recognized by the debtor, as rent, expires by five years

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Recurring intervals such as the rent of buildings and of agricultural land, the rent of hekr, interest, periodical payments, salaries, wages and pensions, is five years, even if the debt is admitted by the debtor.	Buildings, agricultural lands, monopoly fees, interest and revenues resulting from salaries, wages and pensions. (2) The rent due to the possessor in bad faith, nor the rent that the administrator of the endowment must pay to the beneficiaries, shall be forfeited except after the lapse of fifteen years.
Article 376 The term of prescription for sums due to doctors, chemists, lawyers, engineers, experts, receivers in bankruptcy, brokers, professors or teachers is five years, provided that the debts are due as remuneration for work coming within the scope of their professions or in payment of expenses incurred by them.	Article 376 The rights of doctors, pharmacists, lawyers, engineers, experts, bankruptcy agents, brokers, professors and teachers shall be limited by five years, provided that these rights are due to them as a penalty for the work they have performed in their profession and the expenses they have incurred.
Article 377 The term of prescription for taxes and dues owed to the State is three years. The term of prescription for taxes and annual dues commences to run from the end of the year for which they were due: that for fees for legal documents from the date of termination of the hearing of the case in respect of which such documents were prepared, Or, if no hearing takes place, from the drawing up of such documents. The term of prescription of the right to claim repayment of taxes and dues unduly paid is also three years. This prescription runs from the date of payment. The preceding provisions apply subject to provisions contained in special laws.	Article 377 (1) There is a three-year statute of limitations for taxes and fees due to the state, and the statute of limitations for annual taxes and fees begins from the end of the year for which they are due, and for fees due for judicial papers from the date of termination of pleading in the case in respect of which these papers were filed, or from the date of their filing if they were not obtained. pleading. (2) The right to claim a refund of taxes and fees that were paid unlawfully shall also be limited by three years. The statute of limitations begins from the day it is paid. (3) The previous provisions do not prejudice the provisions of the texts contained in special laws.
Article 378 The term of prescription is one year for the following rights of action: a-rights of action of merchants and manufacturers in respect of things supplied to persons who do not trade in these articles, as well as the rights of action of hotel and restaurant proprietors for the cost of accommodation and food and for expenses incurred by them on behalf of their clients. b- the rights of action of workmen, servants, wage earners, in respect of their pay, daily or otherwise, and for the cost of supplies provided by them. When a person claims this prescription of one year, he must take oath that he has actually paid the debt. The Judge will of his own accord pass the oath. If the debtor is dead, such oath will be passed to the heirs of the debtor, or, if they are minor, to their guardians, so that they may declare either that they do not know of the existence of the debt or that they know that the debts have been paid.	Article 378 (1) The following rights shall expire for one year: (A) The rights of merchants and manufacturers for items supplied to people who do not trade in these items, and the rights of hotel and restaurant owners for accommodation fees, the price of food, and everything they spent on behalf of their customers. (b) The rights of workers, servants, and wage earners in terms of daily and non-daily wages and the price of the supplies they have made. (2) Whoever maintains that the right has expired by one year must take an oath that he has effectively paid the debt. This oath is directed by the judge on his own initiative and directed to the debtor's heirs or guardians if they are minors, stating that they do not know of the existence of the debt or know of the fulfillme
Article 379 The term of prescription in respect of rights referred to in Articles 376 and 378 runs from the time that the prestations were made by the creditors, even when the creditors continue to make further prestations. Once anyone of these rights has been established by a written document, it is only prescribed after fifteen years.	Article 379 (1) The prescription for the rights mentioned in Articles 376-378 begins to run from the time the creditors complete their advances, even if they continue to make other advances. (2) If a document is issued for one of these rights, the right shall not expire except after the expiration of fifteen years.
Article 380 Periods of prescription are calculated in days, not in hours; The first day does not count and prescription is completed when the last day is at an end.	Article 380 The statute of limitations period is calculated in days, not in hours, or according to the first day, and the period is completed upon the expiry of the last day.

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Article 381 Prescription runs, subject to a special provision of the law to the contrary, only from the day on which the debt becomes due. Prescription in particular only runs in the case of a debt that is subject to a suspensive condition, from the day on which the condition is realized. And in the case of an action on a warranty against eviction, only from the day eviction takes place; In the case of a debt payable in the future, only from the date of the expiration of the term. When the date upon which the obligation becomes due depends upon the will of the creditor, prescription runs from the date on which he is in a position to express his will.	Article 381 (1) If there is no special provision, the statute of limitations begins to run only from the day on which the debt becomes due for payment. (2) In particular, the statute of limitations does not apply with regard to a debt subject to a suspensive condition except from the time at which the condition is fulfilled, and with respect to a maturity guarantee except from the time at which maturity is established, and with respect to a deferred debt except from the time at which the term expires. (3) If setting the date for payment depends on the will of the creditor, the statute of limitations shall run from the time the creditor is able to announce his will.
Article 382 Prescription does not run whenever there is a bar, even a moral one, which prevents the creditor from claiming his right. It does not run between a principal and his representative. Prescription of which the period is more than five years, does not run as regards persons who are legally incapable, absent or convicted criminals, if they are not legally represented.	Article 382 (1) The statute of limitations does not apply whenever there is an obstacle that makes it difficult for the creditor to claim his right, even if the obstacle is good. Likewise, the statute of limitations does not apply between the principal and the representative. (2) The statute of limitations exceeding five years shall not apply to a person who lacks legal capacity, or to an absent person, or to a person sentenced to a criminal penalty if he does not have a legal representative to represent him.
Article 383 Prescription is interrupted by legal proceedings even if instituted in a court without jurisdiction, by a summons or an attachment, by the application of a creditor for the admission of his claim in a bankruptcy or in a distribution, or by an act of a creditor to claim his right in the course of legal proceedings.	Article 383 The statute of limitations shall be interrupted by a judicial claim, even if the case is filed before a court without jurisdiction, by warning, by seizure, by the request submitted by the creditor to accept his right in bankruptcy or in distribution, and by any action taken by the creditor to uphold his right during the course of one of the lawsuits.
Article 384 Prescription is interrupted by an express or tacit admission of the right of the creditor by the debtor. A debtor who leaves a pledge in the hand of his creditor as a security for his debt is believed to have tacitly acknowledged the debt.	Article 384 (1) The statute of limitations shall be interrupted if the debtor acknowledges the right of the creditor, explicitly or implicitly. (2) It is considered an implicit acknowledgment that the debtor leaves in the hands of the creditor his money, mortgaged as collateral, to secure the repayment of the debt.
Article 385 When the prescription is interrupted, a new prescription begins to run from the time that the effect of the act that gave rise to the interruption has ceased. The term of the new prescription will be of the same duration as that of the former one. When the debt has been confirmed by a final judgment or when, in the case of a debt prescribed after one year, the prescription has been interrupted by the admission of the debtor, the term of the new prescription will be fifteen years unless the debt is confirmed by the judgment involves periodical recurring obligations which will not become due until after the judgment.	Article 385 (1) If the statute of limitations is interrupted, a new statute of limitations begins to run from the time the effect resulting from the reason for the interruption ends, and its duration is the period of the first statute of limitations. (2) Provided that if the debt is adjudicated and the judgment has the force of a res judicata, or if the debt is one of those with a one-year statute of limitations and its statute of limitations is interrupted by the debtor's acknowledgment, then it shall be a period, unless the adjudicated debt includes the new fifteen-year statute of limitations for renewable periodic obligations that are not due for payment except after the issuance of the debt. Judgment.
Article 386 Prescription extinguishes the obligation, but leaves a natural obligation upon the debtor. When a right is extinguished by prescription, interest and other accessories to the debt are also extinguished even if the term of the particular prescription applied to these accessories has not expired.	Article 386 This is left behind by the debtor (1) The statute of limitations results in the expiration of the obligation and with a natural obligation. (2) If the right lapses by prescription, the interest and other attachments lapse with it, even if the prescription period for these attachments has not been completed.
387 Article	Article 387

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The Judge at his own initiative cannot invoke prescription. Prescription must be invoked by the debtor, or by his creditors, or by any interested party, even if the debtor has failed to do so. Prescription may be invoked at any stage of the proceedings, even before the court of appeal.	(1) The court may not impose a statute of limitations on its own, but rather this must be at the request of the debtor or at the request of his creditors or any person who has an interest in him, even if the debtor does not adhere to it. (2) The statute of limitations may be invoked in any case the case is in, even before the Court of Appeal.
Article 388 A debtor cannot renounce the benefits of prescription before he has acquired the right to invoke it nor can he agree to a term of prescription other than that fixed by law. A person, however, who is legally capable of disposing of his rights, may renounce even tacitly, a right to prescribe which he is in a position to invoke; but a renunciation made to the detriment of his creditors will have no effect against them.	Article 388 (1) It is not permissible to waive the statute of limitations before the right to it is established, nor is it permissible to agree that the statute of limitations should run in a period different from the period stipulated by law. (2) However, it is permissible for every person who has the right to dispose of his rights to waive the statute of limitations, even implicitly, after the right to it has been established, provided that this exclusion is not enforceable against creditors if it is issued to their detriment.
Chapter VI **Proof of Obligations**	**Chapter Six:** **Proof of Commitment**
Repeat 389-417 Articles	Articles 389 to 417 are repealed,
BOOK II **SPECIFIC CONTRACTS**	**Book Two,** **Named Contracts**
Chapter I **Contracts as Regards Ownership**	**Chapter** **One: Contracts relating to ownership**
Section I **Sale**	**Chapter One:** **Sale**
1.Sale in general **Elements of Sale**	**1- Selling in general,** **the pillars of selling**
Article 418 Sale is a contract whereby the vendor binds himself to transfer to the purchaser the ownership of a thing or any other property right in consideration of a price in money.	Article 418 A sale is a contract in which the seller undertakes to transfer to the buyer the ownership of a thing or another financial right in exchange for a cash price.
Article 419 The purchaser must have a sufficient acquaintance with the thing sold. This acquaintance will be believed sufficient if the contract contains the description of the thing sold and its essential qualities, so that it may be identified. The statement in a deed of sale that the purchaser is acquainted with the thing, deprives him of the right to claim annulment of the sale on the ground of want of acquaintance with the thing, unless he proves fraud on the part of the vendor.	Article 419 (1) The buyer must have sufficient knowledge of the sale, and knowledge is considered sufficient if the contract includes a statement of the sold item and its basic descriptions in a way that enables one to identify it. to request annulment of the (2) If it is stated in the sales contract that the buyer is aware of the sold item, his right sale on the grounds that he was not aware of it is forfeited unless the seller's fraud is proven.
Article 420 When the sale is made according to the sample, the thing sold should conform to the sample. If the sample deteriorates or perishes while in custody of one of the contracting parties, even if it was not his fault, it is incumbent upon that party, whether he is vendor or buyer, to establish that the thing is or is not in conformity with the sample.	Article 420 The item sold must be identical to it. (1) If the sale is "by sample" ' (2) If the "sample" is damaged or destroyed in the hands of one of the contracting parties, even without fault, the contracting party, seller or buyer, must prove that the thing conforms to the sample or does not conform.
Article 421 In a sale upon trial, the purchaser has the option either to accept or to refuse the thing sold, but the vendor is bound to allow the purchaser to make the trial. If the buyer refuses the thing sold, he must give notice of	Article 421 (1) In a sale on the condition of a trial, the buyer may accept or reject the sold item, and the seller must enable him to try it. If the buyer rejects the sold item, he must announce the rejection within the agreed-upon period. If there is no agreement on the period, then within a reasonable period determined by the Empower him seller. If that period expires, During this period, the buyer remained silent, and those who experienced the sale considered his silence to be acceptance.

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his refusal within the time agreed or, in the absence of agreement, within a reasonable time to be fixed by the vendor. When this time has elapsed the silence of the buyer who had the opportunity to try the thing sold, it is equivalent to acceptance. A sale upon trial is deemed to have been made subject to a suspensive condition of acceptance of the thing sold, unless it appears from the agreement or from the circumstances that the sale was made subject to a resolutory condition.	(2) A sale on a trial condition is considered conditional upon a suspensive condition, which is acceptance of the sold item, unless it appears from the agreement or circumstances that the sale is conditional upon a dissolving condition.
Article 422 In a sale made subject to tasting, the purchaser may accept the thing sold if he sees fit, but he must declare his acceptance within the time fixed by the agreement or by custom. The sale will be considered complete only from the date of such declaration.	Article 422 If a thing is sold on the condition of tasting, the buyer may accept the sale if he wishes, but he must announce this acceptance within the period specified by the agreement or custom, and the sale shall only take place from the time this announcement is made.
Article 423 The method of establishing the price may be confined to the indication of the basis on which the price will be ultimately fixed. When it is agreed that the price will be the market price, the market price will, in case of doubt, be that at the place where and at the time when the thing sold should be delivered to the buyer; If there is no market at the place of delivery, reference should be made to the market price at the place at which the prices are customarily deemed applicable.	Article 423 (1) The price estimate may be limited to a statement of the basis on which it will be determined later. (2) If it is agreed that the price is the market price, then in case of doubt, the price must be the market price at the place and time in which the merchandise must be delivered to the buyer. If there is no market at the place of delivery, the market price must be referred to in the place where custom requires that it be. Prices are the same as applicable.
Article 424 When the contracting parties have not fixed a price for the thing sold the sale shall not be void if the circumstances show that the parties intended to adopt the current trade price or the price which they have usually applied in their dealings one with another.	Article 424 If the contracting parties do not specify a price for the sale, this will not result in the sale being invalid if it becomes clear from the circumstances that the contracting parties intended to adopt the price circulating in trade or the price that was dealt with between them.
Article 425 When an immovable belonging to a person who is legally incapable, has been sold with a lesion of more than one fifth of its value, the vendor will have a right of action with a view to make up the price to the four fifths of the normal price. In order to ascertain whether the lesion was of more Than one fifth, the value of the immovable at the time of the sale should be ascertained.	Article 425 (1) If a property owned by a person who does not have legal capacity is sold, and there is more than one-fifth of the price in the sale, the seller may ask for the price to be supplemented to four-fifths of the equivalent price. (2) To estimate whether the fraud exceeds one-fifth, the property must be valued according to its value at the time of sale.
Article 426 The right to bring an action for a supplement of price on the ground of lesion is prescribed within three years from the time the legal incapacity ceases, or from the date of the death of the owner of the immovable sold. Such proceedings do not operate to the prejudice of third parties in good faith who have acquired a real right on the immovable sold.	Article 426 (1) A lawsuit to recover the price due to fraud shall be subject to statute of limitations if three years have passed from the time of eligibility or from the day on which the owner of the sold property dies. (2) This lawsuit does not harm a third party in good faith if he gains a real right over the sold property.
Article 427 This action to supplement the price on the grounds of pest does not lie in respect of sales by public auction conducted in accordance with the provisions of the law.	Article 427 It is not permissible to challenge unfairness in a sale that was carried out, according to the law, by public auction.
Obligations of the Vendor Article 428	**Seller's obligations**
	Article 428 The seller is obligated to do what is necessary to transfer the sold right to the buyer

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to necessary everything perform to bound is vendor The Transfer the right to the thing sold to the purchaser, and to abstain from all acts that might render this transfer impossible or difficult.	Refrain from any action that would make the transfer of the right impossible or difficult.
Article 429 When goods are sold in bulk, ownership is transferred to the purchaser in the same way as ownership of a definite and ascertained thing. There is sale of goods in bulk even when the amount of the price depends on the extent, weight or measure of the goods sold being ascertained.	Article 429 If the sale is arbitrary, the ownership is transferred to the buyer in the same way as it is transferred in the specific thing itself, and the sale is arbitrary even if the price is determined based on the estimate of the sold item.
Article 430 In a credit sale the vendor may stipulate that the transfer of ownership to the purchaser is subject to integral payment of the price, even if the thing sold has been delivered. If the price is payable by installments, the contracting parties may agree that the vendor may retain a part of the price by way of damages should the sale be canceled for non-payment of all the installments. The judge may, however, according to circumstances, reduce the amount of damages agreed, by applying the provisions of paragraph 2 of Article 224. When all the installments have been paid, the transfer of the ownership of the thing sold shall be deemed to have taken place as from the date of sale. The provisions of the three preceding paragraphs are applicable even if the contracting parties have described the contract of sale as a contract of lease.	Article 430 (1) If the sale is for a deferred price, the seller may stipulate that the transfer of ownership to the buyer is contingent on the full price being paid, even if the sold item is delivered. (2) If the price is paid in installments, the contracting parties may agree that the installments will be kept . And with by the seller as part of it as compensation for him for canceling the sale. If all of that is not met, the judge may, depending on the circumstances, reduce the compensation agreed upon in accordance with the second paragraph of Article 224. (3) If all installments are paid, the transfer of ownership to the buyer is considered based on the time of sale. (4) The provisions of the previous three paragraphs apply even if the contracting parties call the sale a rental.
Article 431 The seller is bound to deliver the thing sold to the buyer in the state in which it was at the time of the sale.	Article 431 The seller is obligated to deliver the sold item to the buyer in the condition it was in at the time of sale.
Article 432 Delivery includes delivery of the accessories of the thing sold and of everything which, according to the nature of things, local custom and the intention of the parties, was permanently appropriated for the use of the thing.	Article 432 Delivery includes the accessories of the thing sold and everything that is permanently prepared for the use of this thing, in accordance with what is required by the nature of the things, the custom of the region, and the intention of the contracting parties.
Article 433 When the quantity of the thing sold is fixed in the contract, the vendor, subject to any agreement to the contrary, is liable for any deficiency in such quantity in accordance with custom. The purchaser has not, however, the right to demand cancellation of the contract by reason of such deficiency, unless he establishes that the deficiency is so great that if he had known of it he would not have entered into the contract. If, on the contrary, the quantity exceeds that indicated in the contract, and if the price has been fixed by unit, the purchaser must, when the object of the purchase cannot be divided, make up the price, unless the excess is very great , in which case he may demand cancellation of the contract, all subject to an agreement to the contrary.	Article 433 (1) If the contract specifies the amount of the sold item, the seller is responsible for the decrease in this amount, provided that it is not permissible, according to custom, unless otherwise agreed upon, for the buyer to request cancellation of the contract due to a breach of the item sold unless he proves that this decrease is so serious that or He knew him when he completed the contract. (2) However, if it becomes clear that the amount included in the sale exceeds what was stated in the contract and the price is estimated by calculating the unit, then the buyer, if the item sold is not subject to exchange, must complete the price unless the increase is serious, in which case he may request cancellation of the contract and all This is unless there is an agreement to the contrary.
Article 434 In a case of deficiency or excess in the thing sold, the right of the purchaser to apply for a reduction of the price or for cancellation of the contract, and the right of the seller to claim that the price be made up, are both	Article 434 If there is a shortage or excess in the sale, then the buyer's right to request a reduction in the price or to request cancellation of the contract and the seller's right to demand a supplement for the price, both of them shall lapse by statute of limitations if one year has passed from the time of actual delivery

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prescribed within one year from the date of the actual delivery of the thing sold.	
Article 435 Delivery consists in placing the thing sold at the disposal of the purchaser in such a way that he can take possession of and enjoy it without hindrance, even if he does not take effective delivery thereof, provided the vendor informs him that the thing is at his disposal. Delivery is effected in accordance with the nature of the thing sold. Delivery may be completed by the mere fact of agreement between the parties when the thing sold was in possession of the purchaser prior to the sale or if the vendor retains the thing sold in his possession after the sale by virtue of some reason other than that of ownership.	Article 435 (1) Delivery shall be made by placing the sold item at the disposal of a buyer such that he can possess it and benefit from it without hindrance, even if he does not take physical possession of it, as long as the seller has provided him with this. This delivery occurs in a manner consistent with the nature of the thing sold. (2) Delivery may take place once the contracting parties agree if the sold item was in the possession of the buyer before the sale or if the seller retained the sold item in his possession after the sale for a reason other than ownership.
Article 436 When the thing sold must be sent to the purchaser, delivery will not be effective, subject to an agreement to the contrary, until the thing reaches him.	Article 436 If the sold item must be exported to the buyer, delivery will not take place unless it reaches the buyer, unless there is an agreement stipulating otherwise.
Article 437 If the thing sold perishes before delivery as a result of a cause beyond the control of the vendor, the sale shall be dissolved and the price refunded to the purchaser, unless he was summoned to take delivery before the loss.	Article 437 If the sold item is destroyed before delivery for a reason beyond the seller's control, the sale shall be annulled and the buyer shall recover the price unless the destruction occurs after the buyer's excuses to deliver the sold item.
Article 438 If the value of the thing sold is diminished by deterioration before delivery, the purchaser shall have the option either of applying for the cancellation of the sale, if the diminution is so great that the sale would not have taken place if the diminution had happened before The contract was concluded, or of upholding the sale at a reduced price.	Article 438 If the value of the sold item is voided before delivery due to damage, the buyer may either request cancellation of the sale if the deficiency is so serious that if it had occurred before the contract, the sale would not have been completed, or he may maintain the sale with a reduction in the price.
Article 439 The seller warrants the purchaser against disturbance in his enjoyment of the thing sold both totally and partially, whether such disturbance is caused by his act or that of a third party having a right over the thing sold at the time of the sale enforceable against the purchaser . The vendor is bound by his warranty, even if the right of the third party has been established after the sale, provided that it was derived from the vendor himself.	Article 439 The seller guarantees that the buyer will not be tampered with the enjoyment of the sold item in whole or in part, whether the tampering was from his own act or from the act of a foreigner who, at the time of the sale, has a right over the sold item that can be invoked against the selling buyer if this right has been transferred to him from the seller himself.
Article 440 When an action for revendication in respect of the thing sold is brought against the purchaser, the vendor, upon receipt of notice of the action, shall, according to the circumstances and in conformity with the provisions of the Code of Procedure, join as a co-defendant with the buyer, or take his place as defendant in the action. If notice is given in due time, the vendor who has not joined in the action, is liable under his warranty, unless he proves that the judgment given in the action is the result of fraud or of gross negligence on the part of the purchaser. If the purchaser does not notify the vendor of the action brought against him in due time and is dispossessed by a judgment that has become final, he shall be deprived of	Article 440 (1) If a lawsuit is filed against the buyer claiming entitlement to the sold item and he notifies the seller, the seller must, as the case may be, and in accordance with the Code of Procedure, intervene in the lawsuit alongside the buyer or take his place in it. (2) If the notification is given at the appropriate time and the seller does not intervene in the lawsuit, he must guarantee it unless he proves that the ruling issued in the lawsuit was the result of serious error or fraud on the part of the buyer or a fraud on the part (3) If the buyer does not notify the seller of the lawsuit in the appropriate time and a judgment is issued against him that has the force of res judicata, he will lose his right to claim back the guarantee if the seller proves that his intervention in the lawsuit would have led to the rejection of the entitlement lawsuit.

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his right of recourse under the warranty, if the vendor establishes that, had he joined in the action, he would have succeeded in obtaining the dismissal of the action for revendication.	
Article 441 The right of a purchaser to warranty exists even if he has advanced, in good faith, the third party's claim or has entered into a compromise with him without awaiting a decision of the court, if he has, in due time, given notice of the action to the vendor and has, without result, called upon him to take his place in the action, subject always, to proof by the vendor that the third party's claim is unfounded.	Article 441 The buyer's right to the guarantee is established even if he acknowledges, in good faith, his right to the foreigner or reconciles with him over this right without waiting for a judicial ruling to be issued. If he notified the seller of the lawsuit at the appropriate time and invited him to replace him in it, he did not do all of that unless the seller proved that the foreigner was not right in his lawsuit.
Article 442 When the purchaser has avoided total or partial dispossession of the thing sold by paying a sum of money or by performing some other prestation, the vendor may free himself from the consequences of warranty by refunding to the purchaser the sum paid, or the value of the prestation performed, together with legal interest and all expenses.	Article 442 If the buyer avoids entitlement to all or part of the sold item by paying a sum of money or performing something else, the seller may get rid of the results of the guarantee by returning paid, along with the legal interest to the buyer the amount he paid or the value of what he and all expenses.
Article 443 In case of total dispossession, the purchaser may claim from the vendor: i) the value of the thing sold at the time of dispossession, together with legal interest from that time; ii) the value of the profits derived from the thing sold that the purchaser has been obliged to restore to the person entitled to the thing; iii) all sums usefully spent which he cannot claim from the person entitled to the thing, together with expenditure of a superfluous character if the vendor acted in bad faith; iv) all costs incurred in the action upon the warranty and the action of revendication, with the exception of those costs that the purchaser could have avoided by notifying the vendor of the action of revendication, in accordance with Article 440; and v) generally, compensation for the losses sustained and profits missed as a result of dispossession of the thing sold. Unless in all these cases the purchaser's action against the vendor is based on a demand for dissolution or for annulment of the sale.	Article 443 If all of the sold goods are due, the buyer may ask the seller: 1- The value of the sale at the time of maturity, along with the legal interest from that time -2. The value of the fruits that the buyer was obligated to return to the person who deserved the sale. 3- Useful expenses that the buyer cannot oblige the person entitled to, as well as luxury expenses if the seller is in bad faith. -4 All expenses of the warranty lawsuit and the entitlement lawsuit, except for what the buyer could have avoided if he had notified the seller of the lawsuit in accordance with Article 440. -5. In general, it is directed to compensate the buyer for any loss he has incurred or lost profit due to the maturity of the sold item. All this unless the buyer's return is based on a demand to cancel or invalidate the sale.
Article 444 In case of partial dispossession, or if the thing sold is encumbered with a charge, the purchaser, if the loss is of such a nature that, had he been cognizant thereof, he would not have entered into the contract, may claim from the vendor the sums provided for in the preceding article, provided that he returns to the vendor the things sold and the profits derived therefrom. When the purchaser prefers to retain the thing sold or when the loss is sustained by him does not attain the degree of gravity defined in the preceding paragraph, he has only the right to apply for compensation in respect of the loss he has sustained as a result of the	Article 444 (1) If some of the sold item is due or there is a weight assigned to it, and the buyer's loss from that amounted to what had he known, he would not have completed the contract, he has the right to demand from the seller the amounts indicated in the previous article on the condition that he return to him the item sold and what he gained from it. (2) If the buyer chooses to keep the sold item, or if the loss he suffers does not reach the amount indicated in the previous paragraph, he has no choice but to demand compensation for the damage he suffered due to the entitlement.

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dispossession.	
Article 445 The contracting parties may, by special agreement, increase the warranty against dispossession, restrict it or stipulate that the sale is without warranty. The vendor is presumed to have stipulated that he does not warrant a purchaser against a servitude if it was apparent or disclosed by him to the purchaser. A clause that the sale is without warranty or restricting the warranty against dispossession is null and void if the vendor intentionally conceals the rights of a third party.	Article 445 (1) The contracting parties may, by special agreement, increase the entitlement guarantee, decrease it, or waive this guarantee. (2) In the case of an appreciation right, it is assumed that the seller has stipulated that there is no warranty if this right is apparent or if the seller has made it clear to the buyer. (3) Any condition that voids or reduces the warranty shall be invalid if the seller has deliberately concealed the foreigner's right.
Article 446 Notwithstanding a clause excluding warranty, a vendor remains liable for any dispossession resulting from his actions. Any agreement to the contrary is null and void. He is also bound, in case of dispossession as a result of the act of a third party, to refund to the purchaser the value of the thing sold at the time of dispossession, unless he can prove that the purchaser knew at the time of the sale of the grounds of dispossession, or that he purchased the thing at his own risk and peril.	Article 446 That person is responsible for any entitlement (1) If it is agreed that there will be no warranty, the seller will remain with him, and any agreement stating otherwise will be invalid. It arises from his action (2) If the entitlement to the sold item may arise from the action of a third party, then the seller is responsible for returning the value of the sold item at the time of entitlement, unless it is proven that the buyer knew at the time of the sale the reason for the entitlement, or that he purchased without the option.
Article 447 The vendor is liable under his warranty, when, at the time of delivery, the thing sold does not possess the qualities of existence of which he guaranteed to the purchaser, or when the thing sold has defects diminishing its value or usefulness for the purpose for which it was intended, as shown by the contract or resulting from the nature or the destined use of the thing. The vendor is answerable for these defects, even if he was ignorant of their existence. The vendor, however, is not answerable for the defects of which the purchaser was aware at the time of the sale or which he could have discovered himself had he examined the thing with the care of a reasonable person, unless the purchaser proves that the vendor has affirmed to him the absence of these defects or fraudulently concealed them from him.	Article 447 (1) The seller is bound by the warranty if the sold item does not have at the time of delivery the qualities that he guaranteed to the buyer to have in it, or if the sold item has a defect that reduces its value or its benefit according to the intended purpose based on what is stated in the contract or ' what is apparent from the nature of the thing, or The purpose for which it was prepared, and the seller guarantees this defect even if he was not aware of its existence. Therefore, the seller does not guarantee defects that the buyer knew at the time of the sale (2) and that he could have discovered himself if he had examined the sold item with the care of an ordinary man, unless the buyer proves that the seller has assured him that the sold item is free of this defect, or proves that the seller has Intentionally concealing a defect.
Article 448 The vendor is not liable for defects which are customarily tolerated.	Article 448 The seller does not guarantee a defect that is customarily tolerated.
Article 449 When the purchaser has taken delivery of the thing sold, he must ascertain its condition as soon as he is able to do so in accordance with common usage. If he discovers a defect for which the vendor is answerable, he must give notice thereof to the vendor within a reasonable time, failing which he will be deemed to have accepted the thing sold. In the case, however, of defects that cannot be discovered by means of normal inspection, the purchaser shall, upon the discovery of the defect, at once give notice thereof to the vendor, failing which he will be deemed to have accepted the thing sold with its defects.	Article 449 (1) If the buyer receives the sold item, he must verify its condition as soon as possible, in accordance with customary dealings. If he discovers a defect that the seller guarantees, he is able to do so, and he must notify him of it within a reasonable period. If he does not do so, he is considered to have accepted the sold item. (2) But if the defect is something that cannot be detected by regular inspection and then the buyer discovers it, he must notify the seller of it as soon as it appears, otherwise he will be considered to have accepted the sale with the defect it contains.
Article 450 When the purchaser has given notice to the vendor of the defect in the thing in due time, he will be entitled to	Article 450 If the buyer notifies the seller of the defect in the appropriate time, he has the right to return the guarantee as stated in Article 444.

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bring an action on the warranty in accordance with Article 444.	
Article 451 An action on a warranty exists even if the thing sold has perished, whatever may be the cause.	Article 451 The warranty claim remains even if the item sold is destroyed for any reason whatsoever.
article 452 An action on a warranty is prescribed in one year from the time of delivery of the thing sold, even if the purchaser discovers the defect after the expiration of this delay, unless the vendor agrees to be bound by the warranty for a longer period . The vendor, however, cannot avail himself of the prescription of one year if it is proven that he has fraudulently concealed the defect from the purchaser.	Article 452 (1) The warranty claim shall be time-barred if one year has passed from the time of delivery of the sold item, even if the buyer does not discover the defect until after that, unless the seller accepts to be bound by the warranty for a longer period. (2) However, the seller may not insist on the fullness of the statute of limitations if it is proven that he intentionally concealed the defect fraudulently on his part.
Article 453 The contracting parties may, by specific agreement, increase, restrict or abolish the warranty. However, any clause abolishing or restricting the warranty is void if the vendor intentionally and fraudulently conceals the defects of the thing sold.	Article 453 The contracting parties may, by special agreement, increase or decrease the warranty or waive this guarantee, provided that every condition that waives or nullifies the guarantee is void if the seller has intentionally concealed the defect in the merchandise sold fraudulently.
Article 454 No warranty exists against defects in the case of a judicial sale or administrative sale by auction.	Article 454 There is no warranty against defects in judicial sales. Nor in administrative sales if they are by auction.
Article 455 When a vendor has warranted the proper working of the thing sold for an agreed period of time, the purchaser, in the case of a defect subsequently appearing in the thing sold, must, under pain of forfeiture of his right to the warranty and subject to any agreement to the contrary, give notice to the vendor within one month from the date of the appearance of the defect and commence an action within six months from the date of notification.	Article 455 If the seller guarantees the validity of the item sold for work for a specified period and then a defect appears in the item sold, the buyer must notify the seller of this defect within a period of one month from its appearance and file a lawsuit within a period of six months from this notification, otherwise his right to the warranty will be forfeited, all of this unless otherwise agreed upon. .
Obligation of the Purchaser	**Buyer's obligations**
Article 456 Subject to a clause or custom to the contrary, the price is payable at the place where the delivery of the thing sold is made. If the price is not payable at the time of delivery of the thing sold, payment must be made at the domicile of the purchaser on due date.	Article 456 (1) The price shall be payable at the place where the sold item was delivered, unless there is an agreement or custom requiring otherwise. (2) If the price is not due at the time of delivery of the sold item, it must be paid in the place where the buyer's domicile is located at the time the price is due.
Article 457 Subject to a clause or custom to the contrary, the price is payable at the time of delivery of the thing sold is made. When the purchaser is disturbed in his enjoyment by a third party invoking an existing right prior to the sale or derived from the vendor, or if he is in danger of being dispossessed of the thing sold, he may, subject to an agreement to the contrary , retain the price until the disturbance in his enjoyment or the danger of dispossession has ceased. The vendor may, however, in such a case, demand payment of the price upon his supplying security. The provisions of the preceding paragraph will also apply if the purchaser has discovered a defect in the thing sold.	Article 457 (1) The price shall be due at the time the sold item is delivered, unless there is an agreement or custom stipulating otherwise. (2) If someone objects to the buyer on the basis of a right that precedes the sale or is transferred from the seller, or if it is feared that the sold item will be released from the hands of the buyer, he may, unless a condition in the contract prevents him, withhold the price until the objection ceases or the danger passes. This is permissible for the seller in In this case, he demands payment of the price provided that. And with Kafial provided. (3) The provisions of the previous paragraph apply in the event that the buyer discovers a defect in the item sold.
Article 458 Subject to an agreement or custom to the contrary, the	Article 458 (1) The seller has no right to legal interest on the price unless the buyer excuses himself or if he delivers the thing sold and this thing is capable of producing fruits or other revenues.

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The vendor is not entitled to legal interest on the price, unless he has placed the purchaser in default by a formal summons, or unless the thing sold is productive of fruits or other profits and he has delivered the thing sold to the buyer. Subject to an agreement or usage to the contrary, the purchaser acquires the revenues and increases in value of, and is liable for all charges in connection with the thing sold from the time the sale is concluded.	, This is unless there is agreement or custom requires otherwise. (2) The buyer owns the fruit and growth of the sold item from the time the sale is completed, and he bears the costs of this unless there is an agreement or custom requiring otherwise. On sale from this time too.
Article 459 When the whole or part of the price is payable immediately, the seller, unless he grants the purchaser a delay for payment after the date of the sale, may retain the thing sold until he obtains payment of the amount due, even if the The buyer has offered a mortgage or security. The vendor may also retain the thing sold, even if the agreed date of payment has not fallen due, if the buyer loses the benefit of the term in accordance with the provisions of Article 273.	Article 459 (1) If all or part of the price is payable immediately, the seller has the right to withhold the sold item this · until he collects what is due to him, even if the buyer provides a mortgage or security, unless the seller grants the buyer deadlines after the sale. (2) Likewise, the seller may withhold the sold item even if the stipulated period for payment has not yet arrived The price if the buyer's right to the term is forfeited in accordance with the provisions of Article 273
Article 460 If the thing sold perishes while in the possession of the vendor while exercising his right of retention, the purchaser is liable for the loss unless the thing sold perishes as a result of an act of the vendor.	Article 460 If the sold item perishes in the hands of the seller while he is in possession of it, the loss is borne by the buyer unless the sold item was destroyed by the action of the seller.
Article 461 In the case of a sale of commodities or other movable effects, when a term is agreed for payment of the price and for taking delivery, the sale will, subject to an agreement to the contrary, and at the option of the vendor, be ipso facto dissolved without any summons being necessary if the price is not paid upon due date.	Article 461 In the sale of offerings and other movables, if a date is agreed upon for paying the price and receiving the sold item, the sale will be annulled without need for excuses if the price is not paid, unless there is an agreement on anything elseWhen the deadline comes, if the seller so chooses
Article 462 In the absence of an agreement or usage to the contrary, the costs of the deed of sale, stamp duties, transcription fees and all other expenses are borne by the purchaser.	Article 462 "Stamping," registration, and other sales contract expenses and fees are borne by the buyer unless there is an agreement or custom stipulating otherwise.
Article 463 In the absence of agreement or usage indicating the place and time of delivery, the purchaser is bound to take delivery of the thing sold at the place where it was at the time of the sale and to remove it without delay, subject to the time necessary for such removal.	Article 463 If the agreement or custom does not specify a place or time for receipt of the sale, the buyer must receive it in the place where the sold item is located at the time of sale and transport it without delay except for the time required for transport.
Article 464 Subject to usage or to an agreement to the contrary, the costs of taking delivery of the thing sold are borne by the purchaser.	Article 464 The expenses of receiving the sold item shall be borne by the buyer unless there is custom or agreement requiring otherwise.
2.Different Forms of Sale Sale with a	**Some types of sales - 2**
Right of Redemption Article 465	**Loyalty sale**
When a vendor reserves to himself at the time of the sale the right to take back the thing sold, within a fixed time, the sale will be void.	Article 465 If, upon sale, the seller reserves the right to recover the sold item within a certain period, the sale will be invalid.
Sale of a Thing Belonging to Another Article 466 When	**Non-ownership sale**
a person sells a definite and ascertained thing of which he is not the owner, the buyer may demand	Article 466 (1) If a person sells a specific thing and does not own it, the buyer may request that the sale be annulled. This is the case even if the sale takes place on a property, and it is registered

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the annulment of the sale. This rule also applies when the thing sold is an immovable, whether the deed has been transcribed or not. Such a sale cannot, in any case, have any effect as against the owner of the thing sold, even if the purchaser has ratified the contract.	The contract or not registered. (2) In any case, this sale does not apply to the owner of the property sold, even if the buyer approves the contract.
Article 467 If the owner ratifies the sale, the contract will become binding on him and valid as regards the purchaser. The sale will also become valid as regards the purchaser if the ownership of the thing sold devolves upon the vendor subsequently to the conclusion of the contract.	Article 467 (1) If the owner approves the sale, the contract is valid and his right becomes valid against the buyer. (2) Likewise, the contract becomes valid against the buyer if ownership of the sold item passes to the seller after the issuance of the contract.
Article 468 When the annulment of the sale has been pronounced in court in favor of a purchaser who was unaware that the thing sold did not belong to the vendor, he shall be entitled to claim damages even if the vendor acted in good faith.	Article 468 If the buyer is ruled to invalidate the sale and he is unaware that the sold item is not owned by the seller, he may demand compensation even if the seller is in good faith.
Rights Litigious of Sale	**Sale of disputed rights**
Article 469 When the owner of a litigious right has assigned it to a third party for valuable consideration, the debtor, against whom the right has been assigned, may extinguish the right assigned by paying to the assignee the actual price paid by him, together with Expenses and interest accrued on the price from the date of payment of the price. The right is considered to be litigious if there is an action in court or serious controversy in respect thereof.	Article 469 (1) If the disputed right has been transferred by its owner in exchange for a consideration to another person, the assignee may dispose of the claim if he returns to the assignee the price along with the expenses and interest on the price from the time of payment.The real one who paid (2) A right is considered disputed if a lawsuit has been filed against its subject matter or a serious dispute has arisen regarding it.
Article 470 The provisions of the preceding Article do not apply in the following cases: a) when the litigious right forms part of a group of properties sold in bulk for a single price; b) when the litigious right is indivisible among several heirs or co-owners and one sells his share to another; c) when a debtor has assigned to his creditor the litigious right in payment of his debt; d) When the litigious right is a right burdening an immovable and such right is sold to a third party in possession of the immovable.	Article 470 The provisions of the previous article do not apply in the following cases: (A) If the disputed right is part of a group of funds that were sold in bulk for one price. (b) If the disputed right is shared between heirs or owners and one of them sells his share to the other. (c) If the debtor assigns to the creditor a disputed right in fulfillment of the debt owed by him. (d) If the disputed right burdens a property and the right is sold to the holder of the property.
Article 471 No member of the magistracy or of the Parquet, no lawyer, Greffier, or bailiff of a court may, under pain of nullity of the sale, purchase, either in his own name, or in the name of intermediary, in whole or in part , any litigious rights coming within the jurisdiction of the court in the district of which he exercises his functions.	Article 471 It is not permissible for judges, members of the prosecution, lawyers, court clerks, or bailiffs to buy, either in their names or under a borrowed name, the disputed right, in whole or in part, if examining the dispute falls within the jurisdiction of the court in whose jurisdiction they carry out their work, otherwise the sale will be invalid.
Article 472 No lawyer may, under pain of nullity, either in his name or in the name of an intermediary, enter into an agreement with his client with regard to a litigious right, when he has undertaken to defend this right.	Article 472 Lawyers may not deal with their clients regarding disputed rights if they are the ones responsible for defending them, whether the deal is in their names or under a pseudonym, otherwise the contract will be invalid.
Sale of an Inheritance	The estate is sold
Article 473 A person who sells an inheritance without giving	Article 473 Whoever sells an estate, without detailing its contents. He only guarantees proof of his inheritance unless otherwise agreed upon.

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particulars thereof, only warrants that he is an heir, unless otherwise agreed.	
Article 474 In the sale of an inheritance, the transfer of rights comprised therein will have no effect as regards third parties, unless the necessary formalities for the transfer of each of these rights have been fulfilled. If the law provides for specific formalities for the transfer of these rights between the parties, such formalities should also be fulfilled.	Article 474 If an estate is sold, the sale shall not be valid against third parties unless the buyer fulfills the necessary procedures to transfer every right included in the estate. If the law stipulates procedures for transferring the right between contracting parties, these procedures must also be fulfilled.
Article 475 The vendor, if he has encashed debts or sold any of the property forming part of the inheritance, must reimburse the purchaser up to the amount he has received, unless he has inserted in the contract of sale an express clause of non-reimbursement .	Article 475 If the seller has collected some of the estate's debts or sold something that was included in it, he must return to the buyer what he seized unless the sales contract explicitly stipulates non-return.
Article 476 The purchaser must reimburse the vendor whatever he may have paid in respect of the debts of the inheritance and pay him anything that is due to him by the estate, subject to any agreement to the contrary.	Article 476 The buyer shall return to the seller what he has paid of the estate's debts and shall credit the seller with everything he owes to the estate unless there is an agreement stipulating otherwise.
Sale Made During a Person's Last Illness Article 477 A sale made by a person during his last illness, to a heir or to a person who is not an heir, at a price inferior to the value of the thing sold at the time of his death , is valid against the heirs if the difference between the value of the thing sold and the price paid does not exceed one third of the value of the inheritance, including the thing sold. If this difference exceeds one third of the value of the inheritance, the sale is only valid against the heirs with regard to the excess over one third of the value, if the heirs ratify the sale or if the purchaser pays to the estate the amount necessary to make up the two thirds. The provisions of Article 916 apply to a sale made during a person's last illness.	**Death is a disease in selling** Article 477 (1) If a terminally ill patient sells to an heir or to a non-heir for a price less than the value of the item sold at the time of death, the sale shall apply to the heirs if the excess of the value of the item sold over the price does not exceed one third of the estate, including the item sold. (2) If this increase exceeds one-third of the estate, then the sale of what exceeds one-third is not valid against the heirs unless they approve it or the buyer returns to the estate what is sufficient to complete the two-thirds. (3) The provisions of Article 916 apply to the sale of a terminally ill patient
Article 478 The provisions of the preceding articles do not apply to the prejudice of a third party in good faith who has acquired for valuable consideration a real right over the property sold.	Article 478 The provisions of the previous article shall not apply to the detriment of a third party in good faith if this third party has acquired, in compensation, a real right over the sold item.
Sale by a Representative to Himself Article 479 Subject to the provisions of any other laws, no person who represents another person by virtue of an agreement, a provision in the law or an order of a competent authority may purchase, either in his own name or In the name of an intermediary, even at a public auction, property entrusted to him for sale in his representative capacity, unless he had been authorized to do so by an order of the court.	**For himself MP sale** Article 479 It is not permissible for anyone acting on behalf of someone else, pursuant to an agreement, agreement, or order from the competent authorities, to buy directly, personally or under a borrowed name, even by public auction, what he was assigned to sell under this representation, unless with the permission of the judiciary and without prejudice to what is stipulated in other laws.
Article 480 No brokers or experts may purchase in their name or in the name of an intermediary, goods which they have been entrusted to sell or to appraise.	Article 480 It is not permissible for brokers or experts to buy funds entrusted to them to sell or estimate their value, whether the purchase is in their names or under a borrowed name.

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Article 481 A sale in the cases referred to in the two preceding articles becomes valid if it is confirmed by the person on behalf of whom the sale was carried out.	Article 481 The contract in the circumstances stipulated in the previous two articles, if he approves it It is true For whom the sale was made.
Section II Exchange	**Chapter Two: Barter**
Article 482 Exchange is a contract by which the contracting parties mutually bind themselves to transfer to the other by way of exchanging the ownership of a thing other than money.	Article 482 Barter is a contract in which each of the contracting parties undertakes to transfer to the other, by way of exchange, the ownership of property that is not money.
Article 483 If the things exchanged have different values in the estimation of the contracting parties, the difference may be compensated by the payment of an equivalent sum of money.	Article 483 If the things exchanged have different values in the estimation of the contracting parties, it is permissible to compensate the difference with an equal amount of money.
Article 484 In the absence of an agreement to the contrary, the principal and incidental expenses of a contract of exchange shall be borne by the parties in equal shares.	Article 484 The expenses of the barter contract and other expenses are borne by the two parties Unless there is an agreement stipulating otherwise. Equally
Article 485 The provisions governing sale apply to exchange as far as the nature of exchange allows. Each one of the exchanging parties is considered to be the vendor of the thing given by him in exchange and the purchaser of the thing received in exchange.	Article 485 The provisions of sale apply to barter, to the extent permitted by the nature of the barter, and each of the bartering parties is considered a seller of the thing for which he bartered and a purchaser of the thing for which he bartered.
Section III Gifts	**Chapter Three: The Gift**
1.Elements of a Gift Article	**The gift is pillars-1**
486 A gift is a contract by which the donor disposes, without consideration, of property belonging to him. A donor may, without being divested of the intention of making a gift, impose upon the donee the performance of a specific obligation.	Article 486 (1) A gift is a contract according to which the donor disposes of his property without compensation. (2) It is permissible for the donor, without abandoning his intention to donate, to impose on the donee a certain obligation.
Article 487 A gift is not complete until it is accepted by the donee or by his representative. If the donor is the natural or legal guardian of the donee, he may accept the gift on his behalf and take delivery thereof.	Article 487 (1) The gift is not completed unless the donee or his representative accepts it. (2) If the donor is the guardian of the donee or a guardian, he will act on his behalf in accepting the gift and taking possession of the gifted thing.
Article 488 The gift must be made by an authentic document under pain of nullity, unless it is made in the form of some other contract. A gift of movables, however, may be completed by delivery to the donee, without an official instrument being necessary.	Article 488 (1) The gift shall be made on an official paper. Otherwise, it shall be invalid unless it is made under the guise of another contract. Therefore, it is permissible for a movable gift to be completed by receipt, without the need for (2) and with an official paper.
Article 489 The donor, or his heirs, who voluntarily give effect to a gift which is null due to a defect in form, cannot demand the return of what they have delivered.	Article 489 If the donor or his chosen heirs execute a gift that is invalid due to a defect in form, they may not take back what they delivered.
Article 490 A promise to make is not binding unless it is made by an authentic document.	Article 490 The promise of a gift cannot be concluded unless it is made on an official paper.
Article 491 If the gift is of a definite and specific thing which it does	Article 491 If the gift is for a specific thing in particular, not owned by the donor, it is valid

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not belong to the donor, it is governed by the provisions of Articles 466 and 467.	467 and 466. Articles 466 and 467 are provisions thereon
Article 492 A gift of future property is void.	Article 492 The gift of received funds is void.
2.The Effects of a Gift	**Gift effects -2**
Article 493 When the donee has not taken possession of the thing given, the donor is under an obligation to deliver it to him. The provisions as to the delivery of a thing sold shall, in such a case, apply.	Article 493 If the donee has not received the gifted item, the donor is obligated to deliver it to him, and the provisions relating to the delivery of the sold item shall apply to this.
Article 494 Unless otherwise agreed, a donor is under no obligation of warranty against dispossession unless he has intentionally hidden the cause of dispossession or unless the gift has been made for valuable consideration. In the first case, the judge will award the donee equitable compensation for the prejudice that he has suffered. In the second case, the donor is only bound up to the value of the consideration paid by the donee. In a case of dispossession, the donee is subrogated into the rights and actions of the donor.	Article 494 (1) The donor does not guarantee the entitlement of the gifted thing, unless he deliberately concealed the reason for entitlement or the gift was for compensation. In the first case, the judge gives the donee a fair compensation for the harm he suffered. In the second case, the paid by donor does not guarantee the entitlement except to the extent of the compensation the donee. All this unless agreed otherwise. (2) If the gifted thing is due, the gifted person shall have the right to replace the monk with respect to his rights and claims.
Article 495 A donor does not warrant that the thing given is free of defects. If, however, the donor has intentionally hidden a defect or if he has warranted that the thing donated is free of defects, he will be liable to compensate the donee for loss caused by this defect. He will also be bound to pay compensation if the gift is made for valuable consideration, provided that the amount of compensation does not exceed the value of the consideration given by the donee.	Article 495 (1) The donor does not guarantee that the thing donated is free from defect. (2) However, if the donor deliberately conceals the defect, or guarantees that the gifted thing is free of defects, he is obligated to compensate the donee for the damage caused by the defect. He is also obligated to compensate if the gift is for compensation, provided that the compensation in this case does not exceed the amount of this compensation paid to him by the donee.
Article 496 A donor is only liable for his intentional acts or for his gross negligence.	Article 496 The donor is only responsible for his intentional act or serious error
Article 497 A donee is bound to perform the consideration imposed upon him, whether such consideration is in favor of the donor, a third party or in the public interest.	Article 497 The donee is obligated to pay the compensation stipulated on him, whether this offer is stipulated in the interest of the donor, in the interest of a foreigner, or in the public interest.
Article 498 If it appears that the value of the gift is less than that of the consideration imposed, the donee shall only be liable to perform the consideration to the extent of the value of the thing donated.	Article 498 If it turns out that the gifted thing is less in value than the stipulated consideration, the donee is not obligated to pay this compensation except to the extent of the value of the gifted thing.
Article 499 If the donor stipulates that the donee shall, in consideration of the gift, discharge his debts, the donee shall only be liable, unless otherwise agreed, to discharge existing debts at the time of the gift. If the thing donated is burdened with a real right securing a debt due by the donor or by a third party, the done shall be liable, unless otherwise agreed, to pay this debt.	Article 499 (1) If the donor stipulates, in exchange for the gift, the payment of his debts, the donee is only obligated to pay the debts to him, and he is obligated to pay this debt, unless there is an agreement otherwise.
Gifts of Revocation3.	**3-Return to the gift**
Article 500 A donor may revoke a gift if the donee consents to his so	Article 500 (1) The donor may withdraw the gift if the donee accepts it.

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doing. If the donee does not consent to the revocation, the donor may apply to the court for authority to revoke the gift whenever he has reasonable grounds in support and when there is no obstacle to the revocation.	(2) If the donee does not accept, the donor may ask the judiciary to grant him permission to withdraw, as long as he relies on an acceptable excuse and there is no impediment to the return.
Article 501 There are, in particular, reasonable grounds for the revocation of a gift: a) if the donee has failed in his duties towards the donor or one of his relatives, and such failure constitutes serious ingratitude on his part; - b) if the donor has become unable to maintain himself in accordance with his social position or to meet an obligation to pay alimony which he is legally bound to pay to another person; c) in the event of a child being born to the donor after the donation, and still being alive at the time of revocation, or if the donor had a child which he believed died at the time of the donation, which child is discovered to be still alive.	Article 501 In particular, it is considered an acceptable excuse to return the donation. (a) That the donee breaches his obligation towards the donor, or towards one of his relatives, such that this breach constitutes great ungratefulness on his part. (b) That the donor becomes unable to provide himself with the means of living due to his social status, or that he becomes unable to fulfill what the law imposes on him of maintenance on others. (c) That the donor has a son after the gift who will remain alive until the time of return, or that the donor has a son whom he thought was dead at the time of the gift, but he is alive.
Article 502 An application for the revocation of a gift shall be rejected if one of the following obstacles exists: a) if there is an inherent increase of the thing given, involving an increase in value thereof; but if this obstacle disappears, the right of revocation is renewed; b) if one of the parties to the gift dies; c) if the donee has definitely alienated the thing given; if, however, such alienation is only partial, the donor may revoke the gift as to the remaining part; d) if the gift is made by one spouse to another, even if the donor wishes to revoke the gift after the dissolution of the marriage; e) if the gift is made for the benefit of a relative with whom marriage is prohibited; f) if the thing given has perished while in possession of the donee, whether by the act of the donee, by a cause beyond his control not attributable to him, or by use; if, however, the loss is partial, the revocation may be for the remaining part; g) if the donee has supplied valuable consideration for the gift; h) if the gift constitutes alms or an act of charity.	Article 502 The request to return the gift will be rejected if one of the following obstacles exists: (A) If the gifted thing receives a continuous, positive increase in its value, then if the impediment is removed, the right of return is restored. (b) If one of the parties to the gift contract dies. (c) If the donee disposes of the gifted thing permanently, then if the disposal is limited to some of the gifted thing, the donor may have recourse to the remainder. (d) If the gift is from one spouse to the other, even if the donor wants to return it after the end of the marriage. (e) If the gift is given to a mahram. (whether it is due to destruction) and (if the gifted thing is destroyed in the hands of the donee due to his action or by a foreign accident in which he had no control or due to use. If only a portion of the thing was destroyed, it is permissible to recover the remainder. (g) If the donee provides compensation for the gift. (h) If the gift is charity or an act of righteousness.
Article 503 A gift revoked by mutual consent or by a judgment is considered to be null and void. The donee is only liable for the restitution of the fruits as from the date of agreement of revocation or from the date of commencement of legal proceedings. He has the right to claim repayment of all necessary expenses that he has incurred and also of sums usefully spent by him but only up to the amount of any increase in value of the thing donated.	Article 503 (1) Revocation of the gift by mutual consent or litigation results in the gift being considered as if it did not exist. (2) The donee shall not return the fruits except from the time of agreement to return, or the expenses he has spent since the time of filing the lawsuit, and he may return all necessary expenses. As for useful expenses, he shall not return them more than the amount that increased the value of the thing donated.
Article 504 If, without consent of the donee or without a decision of the court, the donor takes back the thing given, he is responsible to the donee for the loss of the thing	Article 504 (1) If the donor takes possession of the gifted thing, without mutual consent or litigation, he shall be liable to the donee for the loss of the thing, whether the loss was due to the action of the donor, or due to a foreign cause in which he had no control, or due to use.

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Whether such loss occurs from his act, from a cause beyond his control which is not attributable to him or as a result of the use of the thing. If the revocation of the gift is pronounced by a judgment and the thing donated perishes while in the possession of the donee, after he has been formally summoned to hand back the thing, the donee is responsible for loss even if it resulted from a cause beyond his control.	(2) However, if a ruling is issued to return the gift and the thing is destroyed in the hands of the donee after giving him excuses to deliver it, then the donee will be responsible for this destruction, even if the destruction was due to a foreign cause.
Section IV **Partnership**	**Chapter Four:** **The Company**
Article 505 Partnership is a contract by which two or more persons undertake to contribute jointly in an undertaking of a pecuniary nature by the provision of contributions of property or services, with the object of sharing in the profits or the losses of the undertaking.	Article 505 The company is a contract whereby two or more people commit to each contributing to a financial project, by providing a share of money or work, to share the profit or loss that may arise from this project.
Article 506 A partnership is deemed, by the fact of its constitution, to be a juristic person; Such juristic personality is however acquired, as regards third parties, only upon completion of the formalities of publication required by law. Third parties may, however, if the partnership has not completed the prescribed formalities of publication, avail themselves of the juristic personality of the partnership.	Article 506 (1) Once the company is formed, it is considered a legal person, but this personality cannot be invoked against others except after completing the publication procedures stipulated by the law. This is for third parties if the company does not carry out the prescribed publishing procedures, and (2) may adhere to its identity.
Elements of the Contract of Partnership Article 507	**Company Arkan-1**
A partnership deed must be in writing under pain of nullity. All modifications to the partnership deed are also void if they are not executed in the same form as the deed. Such nullity cannot, however, be argued by the partners against third parties and has no effect on the relationship of the partners between themselves until a demand for such nullity has been made in court by one of the partners.	Article 507 (1) The company contract must be in writing, otherwise it will be invalid. Likewise, all amendments to the contract that do not fulfill the form in which that contract was drawn up will be invalid. (2) However, this invalidity may not be invoked by the partners against others, and it has no effect between the partners themselves, except from the time the partner requests a ruling of invalidity.
Article 508 In the absence of agreement or custom to the contrary, the contributions of the partners are presumed to be equal and to consist of the ownership of the property brought in and not merely of its enjoyment.	Article 508 The partners' shares are considered to be of equal value, and they relate to the ownership of the property and not merely to the use of it, unless there is an agreement or custom requiring otherwise.
Article 509 The influence or the credit of a partner cannot alone constitute his contribution.	Article 509 A partner's share may not be limited to the influence he has or the financial confidence he enjoys.
Article 510 A partner who has undertaken to contribute a sum of money and who does not pay this sum into the partnership is liable, without recourse to legal proceedings or to any formal demand, to payment of interest from the date that his contribution fell due, apart from payment, in addition, of compensation for any loss, if such compensation is due.	Article 510 If a partner pledges to provide a sum of money for his share in the company, and he does not provide this sum, he will be obligated to pay the interest from the time it becomes due without the need for a judicial claim or excuses, without prejudice to the supplementary compensation he may be entitled to when Requirement.
Article 511 If the contribution of a partner consists of a right of ownership, of an usufruct, or of any real right, the provisions as to sale shall apply as regards warranties	Article 511 (1) If the partner's share is a property right, a usufruct right, or any other real right, then the provisions of the sale apply to guaranteeing the share if it perishes, becomes due, or if a defect or defect appears in it.

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Against loss, dispossession, hidden defects or deficiencies. If, however, the contribution consists merely of the use of the property, the provisions as to lease apply as regards the above warranties.	(2) If the share is merely the benefit of the money, then the provisions of leasing apply in all of that.
Article 512 If the contribution of a partner consists of his services, he shall carry out the services he has undertaken to perform and render an account of the profits realized from the date of the formation of the partnership as a result of the services he has undertaken as his contribution. In the absence of an agreement to the contrary, he is not bound, however, to contribute to the partnership patents which he has obtained.	Article 512 (1) If a partner pledges to provide his share in the company as workers, he must perform the services he pledged, and submit an account of what he has earned from the time the company started him practicing the work for which he provided his share. (2) However, he is not obligated to provide the company with the invention rights he has obtained, unless there is an agreement stipulating otherwise.
Article 513 If the contribution of a partner consists of debts due by third parties, his obligation to the partnership is only extinguished by the recovery of these debts. He is also liable for damages if the debts are not paid when they fall due.	Article 513 If the share provided by a partner is a debt owed to him by a third party, his obligation to the company will not expire unless these debts are paid. Moreover, the partner will be responsible for compensating for the damage if the debts are not paid when they fall due.
Article 514 If the share of each of the partners in the profits and the losses of the partnership is not fixed in the deed of the partnership, their respective shares shall be proportional to their respective contributions in the capital of the partnership. If the deed of partnership only fixes the share of each partner in the profits, the same proportion shall apply as regards the losses, and reciprocally if only the share in the losses is fixed in the partnership deed. If the contribution of one of the partners consists only of his services, his share in the profits and the losses are estimated in accordance with the profits that the partnership realizes as a result of his services. If, in addition to his services, a partner has made a contribution in money or in kind, he will be entitled to a share in respect of his services and another share in respect of the contribution he has made in addition to his services.	Article 514 (1) If the company contract does not indicate the share of each partner in the profits and losses, the share of each of them shall be in proportion to his share in the capital. (2) If the contract is limited to specifying the partners' share in the profit, this share in the loss must also be considered, and the same applies if the contract is limited to specifying the share in the loss. (3) If one of the partners' share is limited to his work, his share in the profit and loss must be estimated according to what the company benefits from this work. If he provides money or anything else in addition to his work, he has a share for the work and another for what he provides in addition to it.
Article 515 If it is agreed that one of the partners shall not participate in the profits or losses of the partnership, the partnership deed is void. A partner who only contributes his services may be relieved by agreement from participation in the losses of the partnership, provided that no remuneration is allowed to him in respect of his services.	Article 515 (1) If it is agreed that one of the partners does not contribute to the company's profits or losses, the company contract is invalid. (2) It may be agreed to exempt a partner who has provided nothing other than his work from contributing to the losses, provided that he has not been paid a wage for his work.
2- The Management of Partnership Article 516 A	**Company management -2**
partner entrusted with the management of the partnership by a special clause in the partnership deed is entitled, notwithstanding objections by the other partners, to perform acts of management and acts of disposition coming within the objects of the partnership, provided that these administrative acts and acts of disposition are not tainted with fraud. Such partner	Article 516 (1) The partner assigned to manage, by a special provision in the company's contract, may, despite the opposition of the other partners, carry out the management work and the actions that fall within the purpose of the company, as long as his actions and actions are free from fraud. This partner may not be removed from management without justification, as long as the company remains. (2) If the partner's assignment to manage is subsequent to the company's contract, it is permissible to revoke it, as is permissible in an ordinary power of attorney.

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cannot without legitimate reason, be discharged from his post as managing partner so long as the partnership exists. If the appointment of a managing partner is made subsequent to the partnership deed, such an appointment may be revoked in the same manner as an ordinary mandate. Managers who are not partners may be discharged at any time.	(3) As for managers who are not partners, they are always subject to dismissal.
Article 517 When several partners are entrusted with the management of the partnership without their respective attributions being defined and it is not provided that anyone of them cannot act alone, each partner may separately perform any act of management, subject to the rights which each of the other managing partners has to object to such an act before it has been completed, and to the right of majority of the managing partners to override such an obligation; In the case of equal voting by the managing partners, the right to override the objection belongs to the majority of all the partners. If it is decided that decisions of managing partners shall be taken unanimously or by a majority, such a provision cannot be departed from, except in the case of an urgent matter in which failure to take action would involve the Partnership in serious and irreparable loss.	Article 517 (1) If there are multiple partners assigned to manage, without specifying the specialization of each of them and without stipulating that none of them may undertake the management alone, each of them may individually carry out any management work, provided that each of the remaining partners assigned has the right to object to the work. Before its completion, the majority of the managing partners must have the right to reject this objection. If the two sides are equal, the majority of all partners have the right to reject it. (2) However, if it is agreed that the decisions of the managing partners shall be unanimous or, unless it is an urgent matter that results by a majority, it is not permissible to deviate from this as it would result in a serious loss that the company cannot compensate.
Article 518 When a decision must be taken by the majority, it will, in the absence of an agreement to the contrary, be decided by the numerical majority.	Article 518 If a decision must be issued by a majority, a numerical majority must be taken unless otherwise agreed upon.
Article 519 Partners who are not managing partners are excluded from the management. They are entitled, however, personally to examine the books and documents of the partnership. Any agreement to the contrary is void.	Article 519 Partners who are not managers are prohibited from managing and any agreement to the contrary is invalid
Article 520 In the absence of any special provision as to the form of management, each partner is considered to have been authorized by the other partners to manage the partnership, and may carry out management without consulting the other partners, subject to the right of such other partners or any one of them to object to any act of management before it has been completed and to the right finally of the majority of partners to override such objection.	Article 520 If there is no special provision on the management method, each partner is considered authorized by the others to manage the company, and he or any of them has the right to object to any work before it is completed, and the majority of partners have the right to reject this objection.
3- The effects of partnership.	**Company Athar-3**
Article 521 Each partner shall abstain from any activity prejudicial to the interests of the partnership or contrary to the object for which the partnership was formed. He shall watch over the interests of the partnership as if they were his own, unless he has been appointed a manager on remuneration in which case he shall not exercise less care than would a prudent man.	Article 521 (1) The partner must refrain from any activity that harms the company, or is contrary to the purpose it was established to achieve. (2) He must exert as much care in managing the company's interests as he would in managing his own interests, unless he is appointed for management on a paid basis, in which case it is not permissible for him to neglect the care of the usual man.
Article 522 A partner who takes or retains a sum of money belonging to the partnership will, without any legal	Article 522 (1) If a partner takes or withholds an amount of the company's money, he is obligated to receive the benefits of this taking or withholding, without the need for a judicial claim or excuses for the amount from the day he receives it.

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summons or formal demand, be liable for interest on the sum from the day he took it or retained it., and will also be liable for payment of damages should loss arise thereby. A partner who advances money to the partnership from his private funds or incurs in good faith without imprudence trifling expenses for the benefit and on behalf of the partnership, is entitled to interest thereon from the partnership from the date of payment thereof.	This is without prejudice to the supplementary compensation that may be due to the company when necessary. , or spent something for its benefit (2) If a partner provides the company with beneficial expenses from his money out of good faith and foresight, he will owe the company the interest of these amounts from the day they are paid.
Article 523 If the assets of the partnership does not cover its debts, the partners shall, in the absence of an agreement providing for another division, be liable for these debts from their own property, each in proportion to his share in the losses of the . Any agreement relieving a partner from liability in respect of the partnership's debts is void. The creditors of the partnership have in all cases a claim against each of the partners to the extent of his share in the profits of the partnership.	Article 523 (1) If the company's funds do not repay the debts, the partners are responsible for these debts with their own funds, each in proportion to his share in the company's losses, unless there is agreement on another percentage. Any agreement that exempts a partner from responsibility for the company's debts shall be invalid. (2) In all cases, the company's creditors have the right to demand from the partners each the share allocated to him in the company's profits.
Article 524 In the absence of an agreement to the contrary, the partners are not jointly or severally liable as regards their respective shares in the debts of the partnership. If, however, one of the partners becomes insolvent, his share in the debts of the partnership is apportioned among all the others in proportion to their respective shares in the losses.	Article 524 (1) There is no solidarity between the partners in what each of them is obligated to pay for the company's debts, unless otherwise agreed upon. (2) However, if one of the partners becomes insolvent, his share in the debt is distributed among the rest, each according to his share in bearing the loss.
Article 525 Personal creditors of a partner cannot, during the continuance of a partnership obtain payment of their claims out of such partner's share in the capital but only out of his share in the profits. Such creditors may, upon liquidation of the partnership, enforce their rights on their debtor's share in the partnership assets after payment of the partnership debts, and may, before the liquidation of the partnership, make a protective attachment (saisic conservatoire) on his share.	Article 525 If one of the partners has personal creditors, during the company's existence they are not entitled to receive their rights from what belongs to that partner in the capital, but rather they are entitled to receive them from what belongs to him in the profits. However, after the company is liquidated, they are entitled to receive their rights from their debtor's share in the company's funds after recovering its debts. . Therefore, before liquidation, they may impose a precautionary seizure on the share of this and the debtor.
4- Ways in which a partnership comes to an end Article 526 A	**The company's expiration methods -4**
partnership comes to an end upon the expiration of its term or by the achievement of the object for which it was formed. If, notwithstanding the expiration of the term or the achievement of the object for which the partnership was formed, the partners continue to carry on work of the same nature as that for which the partnership was formed, the partnerships deed is extended from year to year on the same conditions. A creditor of a partner may oppose this extension. His opposition will suspend the effect of the extension of the partnership so far as such creditor is concerned.	Article 526 (1) The company ends with the expiry of the period appointed for it or with the completion of the work for which it was established. (2) If the specified period has passed or the work is completed and then the partners continue to carry out work of the type of work for which the company was formed, the contract will be extended year after year under the same conditions. (3) A creditor of one of the partners may object to this extension, and his objection shall result in the cessation of its effect on him.
Article 527 A partnership comes to an end upon the total loss of its capital or upon its partial loss to such an extent as to render the continuation of the partnership useless. If one of the partners has undertaken to contribute by	Article 527 (1) The company ends up losing all or a large part of its money, such that there is no interest left in its continuation. (2) If one of the partners has pledged to provide his share with a specific amount

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way of a definite and specific thing which perishes before it is brought into the partnership, the partnership is dissolved as regards all partners.	This thing perished before it was submitted, and the company became dissolved in relation to all partners.
Article 528 A partnership is terminated by death, interdiction, insolvency or bankruptcy of one of the partners. It may be agreed, however, that the event of the death of one partner, the partnership will continue with his heirs, even if they are minors. It may also be agreed, however, that, in case of death, interdiction, insolvency, bankruptcy or retirement of one of the partners in accordance with the provisions of the following article, the partnership will continue with the other partners. In such a case, such partner, or his heirs will only be entitled to his share in the assets of the partnership. This share will be estimated according to its value at the date of the event, which resulted in the partner ceasing to be a partner, and must be paid in money. Such partner will share in subsequent rights only to the extent that such rights arise from operations prior to the event which resulted in his ceasing to be a partner.	Article 528 (1) The company ends with the death of one of the partners, his interdiction, his insolvency, or his bankruptcy. Therefore, it is permissible to agree that if one of the partners dies, the company will continue (2) and with his heirs, even if they are minors. (3) It may also be agreed that if one of the partners dies, is seized, goes bankrupt, or withdraws in accordance with the provisions of the following article, the company will continue among the remaining partners. In this case, this partner or his heirs will only have his share in the company's funds, and this share will be estimated. According to its value departure from the company, he on the day the accident occurred that led to his is paid in cash. He shall not have a share in the rights that arise after that, except to the extent that those rights result from operations prior t
Article 529 A partnership comes to an end by the retirement of one of the partners when its duration has not been fixed, provided that such partner gives previous notice to his other co-partners of his intention to retire and that his retirement is free of fraudulent intent and not at an unsuitable time. It comes to an end also by the unanimous agreement of the partners.	Article 529 (1) The company ends with the withdrawal of one of the partners, if its term is not specified, provided that the partner announces his desire to withdraw to the other partners before it occurs, and that his withdrawal is not due to fraud or at an inappropriate time. (2) It also ends with the partners unanimously agreeing to dissolve it.
Article 530 The Court may, on the demand of any one of the partners, order the dissolution of the partnership for non-performance by one partner of his obligations, or for any other reason not attributable to the partners; the judge will decided whether such reason is sufficiently serious to justify dissolution. Any agreement to the contrary is void.	Article 530 (1) The court may order the company to be dissolved upon the request of one of the partners, due to a partner not fulfilling what he pledged or for any other reason not attributable to the partners, and the judge assesses the seriousness involved in this reason that justifies dissolution. (2) Any agreement to the contrary shall be void.
Article 531 A partner may apply to the Court for the exclusion of any one for the partners whose presence in the partnership has given rise to objections to the extension of the duration of the partnership, or whose actions might be held to provide good grounds for the dissolution of the partnership, while the partnership continues between the other partners. A partner may also, if the duration of the partnership is fixed, apply to the Court to authorize his retirement from the partnership if he gives adequate reasons for his application. In such case, unless the other partners agree to continue the partnership, it will be dissolved.	Article 531 (1) Each partner may request the judiciary to rule on the dismissal of any of the partners whose presence in the company has raised an objection to extending its term or whose actions may be considered a justification for dissolving the company, provided that the company continues to exist among the rest. (2) It is also permissible for any partner, if the company is for a limited period, to request the judiciary to remove him from the company if he bases this on reasonable reasons. In this case, the company is dissolved unless the remaining partners agree to continue it.
5- Liquidation and partition of the partnership property Article 532	**The company divided it into liquidation-5**
The liquidation and partition of the partnership property is carried out in the manner laid down by the partnership deed. When the partnership deed is silent, the following	Article 532 If there is no The company's funds are liquidated and divided in the manner specified in the contract. special provision, the following provisions shall apply:

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Provisions will be applied.	
Article 533 The powers of the managers shall cease upon the dissolution of the partnership, but the juristic personality of the partnership shall continue, in so far as necessary, for and up to the end of liquidation.	Article 533 Upon dissolution of the company, the authority of the managers ends, but the personality of the company remains to the extent necessary for liquidation and until this liquidation ends.
Article 534 The liquidation will be carried out either by all the partners of by one or more liquidators appointed by the majority of the partners, as the case may be. If the partners do not agree on the appointment of a liquidator, such liquidator will, upon the application of one of the partners, be appointed by the judge. In case of nullity of partnership, the Court will appoint a liquidator and will decide upon the method of liquidation upon the application of any interested party. Until a liquidator is appointed, the managing partners shall be believed, as far as third parties are concerned, to be the liquidators.	Article 534 All partners, one (1) liquidator who carries out the liquidation when necessary, or one or more appointed by the majority of partners. (2) If the partners do not agree to appoint the liquidator, the judge shall appoint him, upon the request of one of them. (3) In cases where the company is invalid, the court appoints a liquidator and determines the method of liquidation, based on the request of everyone concerned. (4) Until the liquidator is appointed, the directors are considered as liquidators in relation to others.
Article 535 A liquidator may not undertake new business on behalf of the partnership, unless it is necessary for the purpose of terminating the old business. He may sell movables and immovables belonging to the partnership by auction or by private treaty, unless his powers in this respect have been restricted by the instrument by which he was appointed.	Article 535 (1) The liquidator does not have the right to start new business for the company, unless it is necessary to complete previous business. (2) He may sell the company's property, whether movable or real estate, either by auction or by exercise, unless his appointment order restricts this authority.
Article 536 The partnership assets are divided between all partners after payment of creditors, deduction of amounts required to cover debts that have not fallen due or are subject to litigation and repayment of disbursements or loans that may have been made by one of the partners for the benefit of the partnership. Each partner shall take a sum equal to the value of his contribution to the capital of the partnership, as recorded in the partnership deed, or, if not recorded in the partnership deed, at its value at the time the contribution was brought to the partnership , unless he has only contributed his services, the usufruct or the mere use of the thing that he has brought to the partnership. The balance, if any, will be distributed between the partners proportionally to each partner's share in the profits. If the partnership assets are not sufficient to cover the repayment of the partners' contributions, the loss is shared between the partner's proportionally to each partner's share in the losses.	Article 536 (1) The company's funds shall be divided among all partners after the creditors have fulfilled their rights, after recovering the amounts necessary to pay the unresolved debts or disputed debts, and after returning the expenses or loans that one of the partners has undertaken in the interest of the company. (2) Each of the partners is entitled to an amount equal to the value of the share he provided in the capital, as stated in the contract, or equivalent to the value of this share at the time of its delivery if its value was not stated in the contract, unless the partner limited himself to performing his work or limited himself to An offering of something given by him for the right to benefit from it or merely to benefit from it. (3) If anything remains after that, it must be divided among the partners in proportion to the share of each of them in the profits. (4) If the company's net money is not sufficient to meet the partners' shares, the loss is distributed to all of them according to the percentage agreed upon in the distribution of losses.
Article 537 The rules laid down with reference to the partition of property held in common, apply to partitions between the partners.	Article 537 In the division of companies, the rules relating to the division of common money are followed.
Section V **Loans and Announcements**	**Chapter Five:** **Loan and Permanent Income**
1- Loans for Consumption	**Loan-1**

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Article 538 A loan for consumption is a contract by which the lender undertakes to transfer to the borrower the ownership of a sum of money or other fungible upon condition that the borrower returns, at the end of the loan, a thing equal in amount, kind and quality.	Article 538 A loan is a contract under which the lender undertakes to transfer to the borrower the ownership of a sum of money or any other similar thing, provided that the borrower returns to him at the end of the loan something similar in amount, type and description.
Article 539 The lender must deliver to the borrower the thing which is the object of the contract and cannot claim the return of its equivalent until the end of the loan. If the thing perishes before its delivery to the borrower, the loss falls on the lender.	Article 539 (1) The lender must deliver the thing that is the subject of the contract to the borrower, and he may not demand that he return the equivalent except upon termination of the loan. (2) If the thing is destroyed before it is delivered to the creditor, the loss is borne by the lender.
Article 540 In the event of dispossession, the provisions relating to sale will apply if the loan is made for valuable consideration; Otherwise the provisions relating to loan for use will apply.	Article 540 If the thing is due, then if the loan is for a fee, the provisions for sale apply, otherwise the provisions for loan apply.
Article 541 When the loan is made without valuable consideration, and hidden defects appear in the thing, the borrower, if he prefers to retain the thing, will only be liable to refund the value of the defective thing. When the loan is made for valuable consideration, or when it is made without valuable consideration but the lender has deliberately hidden the defects, the borrower may demand either that the defect be made good or that the defective thing be replaced by a thing without defects.	Article 541 (1) If a hidden defect appears in the thing and the loan is without remuneration and he chooses, he is not obligated to return anything except the value of the defective thing. The borrower keeps the thing. (2) But if the loan was for a fee or was without a fee but the lender deliberately concealed the defect, the borrower has the right to request either repairing the defect, or replacing something sound with the defective thing.
Article 542 The borrower is under liability to pay the agreed interest as it falls due; In the absence of an agreement as regards interest, the loan is considered to be without consideration.	Article 542 The borrower must pay the agreed-upon interest when it is due. If there is no agreement on interest, the loan is considered unpaid.
Article 543 A loan comes to an end upon the expiration of the term agreed upon.	Article 543 The loan ends at the end of the agreed upon period.
Article 544 If interest is agreed, the debtor may, after six months from the date of the loan, give notice of his intention to terminate the contract and to restitute the thing taken on the loan, provided that the restitution takes place within a term not exceeding six months from the date of notice. In such a case the debtor shall be liable to pay the interest due for the six months following the notice. He will not, in any case, be bound to pay interest or to perform a prestation of any kind by reason of the fact that payment is made before due date. The right of the borrower to effect restitution cannot be forfeited or limited by agreement.	Article 544 If interest is agreed upon, the debtor may, if a year or several months have passed since the loan has passed, announce his desire to cancel the contract and return what he borrowed, provided that the return is made within a period not exceeding six months from the date of this announcement. In this case, the debtor is obligated to pay the interest due for the following six months. To announce, it is not permissible in any way to oblige him to pay interest or compensation of any kind due to the acceleration of payment, and it is not permissible to agree to waive or limit the borrower's right to return.
.Annuities 2-	**-2 Permanent income**
Article 545 An undertaking may be given to supply in perpetuity a person and after him his successors with a periodical prestation consisting of a sum of money or a fixed quantity of other fungibles. This obligation may be assumed by contract for or without valuable consideration, or by will.	Article 545 (1) It is permissible for a person to pledge to always pay to another person and to his successors after him a periodic income that is a sum of money or a certain amount of other similar things. This pledge may be through a contract of opposition, a donation, or through a will. (2) If the income arrangement is through an opposition contract, the rules that apply to an interest-bearing loan should be followed regarding interest. Where price

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When the prestation is made by contract for valuable consideration, it is subject as regards the rate of interest, to the rules governing loans on interest.	
Article 546 An annuity is essentially redeemable at any time at the will of the debtor. Any agreement to the contrary is void. It may be agreed however, that the redemption shall not take place during the lifetime of the annuitant or before a certain length of time which shall never exceed fifteen years. The right of redemption cannot be exercised in any case until notice thereof has been given and then after one year from the date of the notice.	Article 546 (1) Permanent income must be replaceable at any time the debtor wishes, and any agreement to the contrary shall be void. (2) However, it may be agreed that the substitution will not occur as long as the person entitled to the income is alive, or that it will not occur before the expiry of a period that may not exceed fifteen years. (3) In each case, the right of exchange may not be exercised except after announcing the desire, and one year has passed since this announcement. in that
Article 547 The debtor may be forced to redeem in the following events:- a) If, despite a formal summons, he does not pay the annuity for two consecutive years; b) if he fails to supply the creditor with the securities that he has promised or if such securities disappear and he does not provide other securities in their place; c) if he becomes bankrupt or insolvent.	Article 547 The debtor is forced to make a replacement in the following cases: (a) If he does not pay the income for two consecutive years, despite his excuses. (b) If the creditor has failed to provide the insurances he promised, or if the insurances are non-existent and he does not provide a replacement for them. (c) If he becomes bankrupt or insolvent.
Article 548 If the annuity is purchased by payment of a sum of money, the redemption is made by the repayment of the amount in full or such lesser amount as may be agreed upon. In other cases, redemption is exercised by the payment of a sum of money, on which the interest calculated at the legal rate corresponds to the amount of the annuity.	Article 548 (1) If the income is arranged in exchange for a sum of money, the exchange shall be made by returning the full amount, or by returning a lesser amount if agreed upon (2) In other cases, the exchange is made by paying a sum of money whose interest, calculated at the legal rate, is equal to the income.
Section VI **Compromise**	**Chapter Six:** **Reconciliation**
1- The elements of compromise Article 549	**Reconciliation pillars -1**
Compromise is a contract by which two parties put an end to a dispute that has arisen, or prevent a dispute that is expected to arise, by the mutual surrender of part or their respective claims.	Article 549 Reconciliation is a contract by which both parties settle an existing dispute or prevent a potential conflict, by which each of them renounces part of his claim.
Article 550 In order to effect a compromise, the parties must have legal capacity to dispose for valuable consideration of the rights, which are the objects of compromise.	Article 550 It is required for the person who concludes a settlement to be competent to dispose of the rights included in the settlement contract as compensation.
Article 551 A compromise cannot be made on any question touching the status of individuals or public policy, but a compromise may be made with regard to proprietary interests arising out of the status of individuals or out of a penal offense.	Article 551 Reconciliation is not permissible in matters related to personal status or the general statute of limitations. However, it is permissible to reconcile the financial interests that arise from the personal situation, or that arise from the commission of a crime.
Article 552 A compromise can only be established by a written document or by an official proces-verbal.	Article 552 The settlement may only be confirmed in writing or by an official record
2- The effects of compromise Article 553	**Reconciliation effects -2**
Compromise terminates the disputes in respect of which the compromise is made. It extinguishes the right and claims which either of the	Article 553 (1) The disputes he dealt with are settled through reconciliation. (2) It results in the extinction of the rights and claims that were granted by any of them

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parties have finally renounced.	The final departure of the contracting parties
Article 554 Compromise has a declaratory effect as regards the rights in respect of which the compromise is made. This declaratory effect is limited to specifically litigious rights.	Article 554 Reconciliation has a revealing effect with respect to the rights it addresses, and this effect is limited to the disputed rights only.
Article 555 The wording of the renunciation contained in the compromise must be strictly interpreted. The renunciation, no matter how worded, applies to those rights only which form the precise object of the dispute settled by the compromise.	Article 555 The terms of waiver included in the reconciliation must be interpreted in a positive manner, and whatever those phrases are, the art of waiver applies only to the rights that alone were clearly subject to the conflict that was settled by the reconciliation.
3- Nullity of compromise Article 556	**The settlement is invalid - 3**
A compromise cannot be impugned on the ground of a mistake in law.	Article 556 It is not permissible to appeal the settlement due to a mistake in the law.
Article 557 A compromise is indivisible. The nullity of one part of a compromise involves the nullity of the whole contract. This rule does not apply, however, when it follows, from the wording of the contract or from the circumstances, that the parties agreed that the various parts of the compromise are independent the one of the other.	Article 557 (1) Reconciliation is indivisible, so the invalidity of part of it requires the invalidity of the entire contract. (2) However, this provision does not apply if it appears from the terms of the contract, or from the circumstances, that the contracting parties have agreed that the parts of the contract are independent of each other.
Chapter II **Contracts relating to the use of a thing**	**Chapter** **Two: Contracts relating to the use of a thing**
Section I **Leases**	**Chapter One:** **Rent**
Generally Leases 1-	**1- Rent in general.**
Elements of a lease Article	**Rent is the pillars**
558 A lease is a contract by which the lessor undertakes to enable the lessee to enjoy a specific thing for a certain time in return of a fixed rent.	Article 558 **Lease is a contract under which the lessor undertakes to enable the lessee to benefit from a specific thing for a specific period in exchange for a known fee.**
Article 559 In the absence of a provision of the law to the contrary, a person who has only a right of management cannot, without the consent of the competent authority, enter into a lease for a term exceeding three years. If the lease is granted for a longer term, it will be reduced to three years.	Article 559 It is not permissible for someone who only has the right to manage to contract a lease for a period of more than three years except with a license from the competent authority. If the lease is concluded for a longer period, the period will be reduced to three years, unless there is a text requiring otherwise.
Article 560 A lease granted by a usufructuary, unless ratified by the bare owner, ends when the usufruct is extinguished, subject to the delay provided for giving notice of evacuation and the time required to gather in the annual crop.	Article 560 The lease issued by the person who has the right to usufruct shall expire with the expiration of this right if the owner of the property does not remove it, provided that the specified dates for warning of eviction and the necessary dates for transporting the year's crop are taken into account.
Article 561 Rent may consist either of money or any other prestation.	Article 561 The fee may be money, just as it may be any other offering.
Article 562 If the parties have not agreed the amount of the rent or the manner in which the rent shall be fixed, or if the amount of the rent cannot be established, it must be based on the current rent for other similar properties.	Article 562 If the two contracting parties do not agree on the amount of the rent or how to estimate it, or if it is not possible to prove the amount of the rent, the equivalent fee must be considered.
Article 563 If the lease is concluded without any agreement as to term, of for an undetermined period, or if the term	Article 563 If the lease is concluded without agreement on a term, or the contract is for an indefinite period, or if it is not possible to prove the alleged period, the lease is considered concluded for the period specified for paying the rent. And it ends

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cannot be established, it is believed to have been made for the term fixed for payment of the rent. It expires at the end of the term in question, at the request of one of the parties, subject to notice being given by him to the other party as follows: a) in the case of agricultural and uncultivated land, if rent is payable six monthly or if the term for payment is more than six months, notice must be given three months before the end of the term; If the term is less than six months notice must be given before the last half term, always subject to the right of the lessee to the crops in accordance with custom; b) In the case of houses, shops, offices, business premises, industrial establishments, warehouses and other similar premises, if the rent is payable every four months or at longer intervals, notice must be given two months before the end of the term; if the term is less notice must be given before the last half term; c) In the case of apartments, furnished rooms and all kinds of premises not mentioned above, if the rent is payable every two months, or at longer intervals, the notice must be given one month before the end of the term; If the term is less than two months the notice must be given before the last half term.	Upon the expiration of this period upon the request of one of the contracting parties, if he alerts the other contracting party to evacuate on the following dates. (A) In agricultural lands and waste lands, if the period specified for paying the rent is six months or more, the notice shall be given three months before its end. If notice must be given before the last half of this period, the period shall be less than that, taking into account the tenant's right to the crop in accordance with custom. (b) In homes, shops, offices, stores, factories, warehouses, etc., if the period specified for paying the rent is four months or more, notice must be given two months before its end. If the period is less than that, notice must be given before the last half of it. (c) In furnished dwellings and rooms and in anything other than the above, if the period specified for paying the rent is two months or more, a final warning must be made one month before, and a final warning must be given before the last half of itIf it is less than that
Effects of a lease	**The rent is raised**
Article 564 The lessor is bound to deliver to the lessee the leased property and its accessories in a condition suitable for the purpose for which it is intended, in accordance with the agreement between parties or with the nature of the property.	Article 564 The lessor is obligated to deliver to the lessee the leased property and its accessories in a condition suitable for it to meet the benefit it was intended for, in accordance with what was agreed upon or the nature of the property.
Article 565 If the leased property is delivered to the lessee in such a condition that it is unfit for the use for which it is leased, or if its usefulness is appreciably diminished, the lessee may demand either the resiliation of the lease or the reduction of the rent equivalent to the loss of use; In both cases he is entitled to claim compensation, if compensation is due. If the leased property is in such a condition that it constitutes a serious danger to the health of the lessee, or those who live with him, or his employees or workmen, the lessee may demand resiliation of the lease, even if he has renounced the right to do so beforehand.	Article 565 (1) If the leased property is delivered in a condition in which it is not fit for the use for which it was rented, or if this use is severely damaged, the lessee may request cancellation of the contract in both cases if there is a need for that. (2) If the leased property is in a condition that would expose the health of the tenant, those living with him, his employees, or his workers to serious danger, the tenant may request cancellation of the contract, even if he had previously waived this right.
Article 566 The rules laid down as regards the obligations of delivery of the thing sold, especially as to the time and place of delivery, as to extent, weight or measure, and as to determining its accessories, are applicable to the obligation of delivery of the leased property.	Article 566 The obligation to deliver the leased property applies to the obligation to deliver the leased property. The provisions of the sold property apply, especially those related to the time and place of delivery, determining the amount of the leased property, and determining its accessories.
Article 567 The lessor is bound to maintain the leased property in the state in which it was at the time of delivery. He must make, during the continuance of the lease, all repairs which may become necessary, except lease's repairs. The lessor is bound to do such plastering and white	Article 567 (1) The lessor must undertake to maintain the leased property so that it remains in the condition in which it was delivered, and must carry out all necessary repairs during the lease, excluding "rental" repairs. (2) He must carry out the necessary work to plaster or whitewash the surfaces

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Washing of the roofs as may be necessary, and to clear wells, cesspools and drains. The lessor is responsible for charges and taxes due on the leased property. The lessor is also responsible for the cost of water, if it is supplied for a lump sum, but the lessee is responsible if it is supplied by a meter. The costs of electricity, gas and other requirements for personal use are payable by the lessee. The above rules only apply in the absence of agreement to the contrary.	He must cover wells, toilets, and water expenses. (3) The lessor shall bear the costs and taxes due on the leased property and shall be required to pay the price of the water if it is estimated arbitrarily. If his estimate is "by the meter," it shall be based on the price of electricity, gas, and other things that are specific to the leased use. Personal charges are borne by the tenant. (4) All of this unless the agreement stipulates otherwise.
Article 568 If a lessor having been summoned, delays performance of the obligations mentioned in the preceding article, the lessee may, without prejudice to his right to claim resiliation of the lease or reduction of rent, obtain authority of the court to perform them himself and deduct the cost from the rent. In the case of immediate repairs or minor repairs for which the lesser is responsible, whether resulting from a defect existing at the time the premises were taken over by the lessee or happening later, the lessee may, without the authority of the court, carry them out and deduct the cost thereof from the rent, if the lessor, having been summoned to do so, does not carry them out in a reasonable time.	Article 568 (1) If the lessor is late, after giving excuses, in carrying out the obligations stipulated in the previous article, the lessee may obtain a license from the judiciary to do so himself and to collect what he spent as a deduction from the rent. This is without prejudice to his right to request cancellation or reduction of the fee. (2) The lessee may, without the need for a license from the court, carry out urgent repairs or simple repairs that the lessor is obligated to undertake, whether the defect existed at the time of the commencement of use or arose after that if the lessor, after giving excuses, does not implement this obligation on an appropriate time, provided that The tenant recovers what he spent as a deduction from the rent.
Article 569 If, during the course of the lease, the leased property is totally destroyed, the lease is ipso facto determined. If, as a result of a cause not imputable to the lessee, the leased property is only partially destroyed or deteriorates to such an extent that it becomes unfit for the use for which it was leased, or if such a use is appreciably diminished, the lessee may, if the lessee does not restore the leased property to its original condition within a reasonable time, ie a delay which does not affect the business or activity of the lessee, claim, according to the circumstances, either a reduction of the rent or the resiliation of the lease, without prejudice to his right to perform himself the obligations of the lessor in accordance with the provisions of the preceding article. In the two preceding cases, the lessee cannot claim compensation if the loss or deterioration arises from a cause not imputable to the lesser.	Article 569 (1) If the leased property is completely destroyed during the lease, the contract shall be automatically terminated. (2) But if the loss of the property is partial, or if the property becomes in a state and is not fit for the use for which it was made, or if this use is greatly reduced and the lessee has no hand in any of certain period of time. It is that, if he does not stay, then the lessor may repay it within a appropriate to return the property to the condition it was in. Depending on the circumstances, he may request either a reduction in the rent or cancellation of the lease itself, without prejudice to his right to personally implement the lessor's obligation in accordance with the provisions of the previous artic (3) In the previous two cases, the tenant may not request compensation if the loss or damage is due to a cause beyond the lessor's control.
Article 570 The lessee must not prevent the lessee from making immediate repairs required for the preservation of the leased property, but if such repairs cause a complete or partial loss of enjoyment, the lessee may claim, according to the circumstances, resiliation of the lease or a reduction of rent. If, however, the lessee continues to occupy the premises until the repairs are completed, he will forfeit his rights to claim resiliation of the lease.	Article 570 (1) The lessee may not prevent the lessor from carrying out urgent repairs that are necessary to preserve the leased property, provided that if these repairs result in a complete or partial violation of the use of the property, the lessee may request, depending on the circumstances, either cancellation of the lease or a reduction in the rent. This is if the tenant remains in the leased property until the renovations are completed, (2) and his right to request cancellation is forfeited.
Article 571 The lessor shall abstain from doing anything which may disturb the lessee in his enjoyment of the leased property, and shall not make any alterations to the	Article 571 (1) The lessor must refrain from doing anything that would prevent the lessee from benefiting from the leased property, and he is not permitted to make any change to the property or its accessories that would prejudice this benefit.

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property or to its accessories that diminish such enjoyment. The lessor not only warrants the lessee against his own acts and against those of his servants, but also against any disturbance or damage based on a lawful claim by any other lessee or by any successor in title of the lessor.	(2) The lessor's guarantee is not limited to works issued by him or his followers, but rather this guarantee extends to any exposure or damage based on a legal reason issued by any other lessee or from any person receiving a right to the lessor.
Article 572 If a third party claims to have rights incompatible with those derived by the lessee from the agreement of lease the lessee shall forthwith give notice to the lessor of , such claim and shall be entitled to demand that he be dismissed from the case. In which event proceedings will be taken solely against the lessor. If, as a result of such a claim, the lessee is effectively deprived of the enjoyment to which he is entitled in accordance with the agreement of lease, he may, in accordance with the circumstances, claim resiliation of the lease or a reduction of rent together with payment of damages if damages are due.	Article 572 What rights a tenant has under a contract? (1) If a foreigner claims a right that conflicts with the lease, the tenant must take the initiative to notify the landlord of this and he has the right to withdraw from the lawsuit. In this case, the procedures are directed only to the landlord. (2) If this claim results in the tenant being effectively deprived of the benefit he has under the lease contract, he may, depending on the circumstances, request cancellation or a reduction in the rent along with compensation if he has a requirement.
Article 573 When there are several lessees of the same property, the lessee who without fraud, first entered into possession will have preference. If a lessee of an immovable property has, in good faith, effected transcription of his lease, before another lessee has entered into possession or before the renewal of his lease, such lessee will have preference. In the absence of reasons giving preference to one lessee, the only recourse of a lessee in respect of any right not enjoyed by him is a claim for damages.	Article 573 (1) If there are multiple tenants for one property, preference will be given to the one who first took possession of it without fraud. If a tenant of a property registered his contract in good faith before another tenant took possession of the rented property or before his lease contract was renewed, then he is the one who is given preference. (2) If there is no reason to provide details for one of the tenants, then they have no choice but to request compensation in matters in which their rights conflict.
Article 574 If, as a result of an act lawfully done by a Government Authority, the enjoyment of a leased property leased is appreciably diminished, the lessee may, in accordance with the circumstances, and unless otherwise agreed between the parties, claim resiliation of the lease or a reduction of the rent. If the grounds for the act of such Government Authority are the result of an act imputable to the lessor, the lessee may claim payment of damages.	Article 574 If an action by a government agency within the limits of the law results in a significant decrease in the use of the leased property, the lessee may, depending on the circumstances, request termination of the contract or a reduction in the rent, and he may demand compensation from the lessor if the action of the government agency was carried out for a reason for which the lessor is responsible. All of this is The agreement did not stipulate otherwise.
Article 575 A lessor does not warrant the lessee against trespass by a third party who does not claim a right over the leased property; This shall not, however, affect the right of the lessee to take action in his name against such third party for damages and to take all other possessory actions. If, however, the trespass is not in any way imputable to the lessee and is sufficiently serious to deprive him of his enjoyment of the leased property, the lessee may, in accordance with the circumstances, claim resiliation of the lease or reduction of rent.	Article 575 (1) The landlord does not guarantee the tenant the material infringement if it comes from a foreigner as long as the infringer does not claim a right, but this does not prejudice the tenant's right to file in his name against the infringer a claim for compensation and all seizure claims. (2) However, if the physical exposure occurs for a reason beyond the tenant's control, and this exposure is so serious that the tenant is deprived of the benefit of the leased property, he may, depending on the circumstances, request cancellation of the contract or a reduction in the rent.
Article 576 Subject to any agreement of the contrary, the lessor warrants the lessee against all defects which prevent or appreciably diminish the enjoyment of the property, but not against those defects that are customarily tolerated, and is responsible for the lack of qualities which he specifically warranted to exist or which are essential to	Article 576 defects found in the leased property that prevent (1) The lessor guarantees to the lessee all him from benefiting from it, or significantly reduce this benefit, but he does not guarantee defects that are customarily tolerated. He is responsible for the absence of the property from characteristics that he explicitly pledged to have or for its absence from characteristics required for its use, all of this unless the agreement stipulates otherwise.

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the intended use of the property. The lessor, however, does not warrant the lessee against defects of which the lessee was informed or of which he was aware at the time of the conclusion of contract.	Therefore, the lessor does not guarantee the defect if the lessee was notified of it or (2) and was aware of it at the time of contracting.
Article 577 If the leased property is found to have a defect against which the lessee has been warranted by the lessee, the lessee may, in accordance with the circumstances, claim resiliation of the lease or reduction of the rent. The lessee may also call upon the lessor to make good the defect or do so himself at the cost of the lessor, if the cost thereof is not an excessive burden on the lessor. If the defect causes any damage to the lessee, the lessor shall be liable to pay compensation, unless the lessor can establish that he was not aware of the defect.	Article 577 (1) If a defect is found in the leased property for which the warranty is valid, the lessee may, depending on the circumstances, request cancellation of the contract or a reduction in the rent. He may also request that the defect be repaired or that he repair it at the lessor's expense if this repair does not cost the lessor. (2) If the tenant suffers damage from the defect, the lessor is obligated to compensate him, unless it is proven that he was unaware of the existence of the defect.
Article 578 Any agreement excluding or limiting the warranty against disturbance or defects is void if the lessor has fraudulently hidden the cause of such warranty.	Article 578 Any agreement that includes the exemption or limitation of the exposure or defect warranty shall be void if the lessor has fraudulently concealed the reason for this warranty.
Article 579 The lessee must use the leased property in the manner agreed. In the absence of any agreement, he must use the property in accordance with the purpose for which it is destined.	Article 579 The tenant is obligated to use the leased property in the manner agreed upon. If there is no agreement, he is obligated to use the property according to what it was prepared for.
Article 580 The lessee may not, without the permission of the lessor, make any alteration to the leased property unless no damage is thereby occasioned to the lessor. If the lessee makes alterations to the leased property in excess of the limits prescribed in the preceding paragraph, he may be compelled to reinstate the property in its original condition and to pay compensation if compensation is due.	Article 580 (1) The lessee may not make a change in the leased property without the lessor's permission unless this change does not result in any harm to the lessor. (2) If the lessee makes a change in the leased property that exceeds the limits of the obligation mentioned in the previous paragraph, he may be obligated to return the property to the condition it was in and with compensation if he has a reason.
Article 581 The lessee may install in the leased property, unless the lessor can show that the installations endanger the safety of the building, water, electric light, gas, telephone, wireless and other like installations, provided that the manner in which such installations are made is not contrary to general practice. If the intervention of the lessor is necessary for the completion of any of these installations, the lessee may call upon the lessor to intervene, on condition that he undertakes to pay the expenses incurred by the lessor in this connection.	Article 581 (1) The tenant may place in the leased property devices for connecting water, electric light, gas, telephone, radio, and so on, as long as the manner in which these devices are placed does not violate established principles, unless the lessor proves that placing these devices threatens the safety of the property. It is permissible for the lessee to (2) If the lessor's intervention is necessary to complete any of this, this intervention is required of him, provided that he bears what the lessor spends.
Article 582 In the absence of an agreement to the contrary, the lessee is bound to carry out lessee's reforms in accordance with general usage.	Article 582 The tenant is obligated to carry out the "rental" repairs required by custom, unless there is an agreement otherwise.
Article 583 The lessee shall use and preserve the leased property with the care of a reasonable person. The lessee is responsible for any deterioration of or loss to the leased property during his enjoyment thereof which are not the result of normal use.	Article 583 (1) The lessee must exercise the same care in using and maintaining the leased property as a normal person would. (2) He is responsible for any damage or loss that befalls the property during his use of it, not resulting from its prolonged use.
Article 584	Article 584 (1) The tenant is responsible for a fire in the leased property unless he proves that the fire occurred

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The lessee is responsible for damage to the leased property by fire, unless he can establish that the cause thereof was not imputable to him. When the building is occupied by several lessees, all such lessees, including the landlord if he lives on the premises, are responsible for the fire, each in proportion to the part he occupies, unless it is proven that the fire started in the part occupied by one of them, in which case that one alone will be responsible.	It arose from a cause beyond his control. (2) If there are multiple tenants of one property, each of them is responsible for the fire in proportion to the part he occupies, and the lessor is responsible for that if he is a resident of the property. This is unless it is proven that the fire started in the part occupied by one of the tenants, in which case he alone would be responsible for the fire.
Article 585 The lessee must forthwith notify the lessor of all matters that require his intervention, such as urgent repairs, the discovery of defects, encroachments and disturbances or damage by third parties to the leased property.	Article 585 The tenant must take the initiative to notify the landlord of every matter that requires his intervention, whether the property needs urgent repairs, or a defect is discovered in it, or rape occurs on it, or a foreigner assaults it by touching it, or causing damage to it.
Article 586 The lessee must pay the rent at the agreed times and, in the absence of agreement, at times established by the custom of the place where the property is situated. In the absence of agreement or local custom to the contrary, the rent will be paid at the domicile of the lessee.	Article 586 (1) The tenant must pay the rent on the agreed upon dates. If there is no agreement, the rent must be paid on the dates specified by the custom of the region. (2) Payment shall be made in the lessee's domicile unless there is an agreement or custom requiring otherwise.
Article 587 The payment of a term's rent establishes in favor of the payee a presumption, subject to proof to the contrary, that former terms have been paid.	Article 587 Fulfilling a portion of the rent is a presumption of paying the previous installments on this installment until there is evidence to the contrary.
Article 588 Unless the rent is paid in advance or unless the lessee provides for other guarantees, the lessee of a house, warehouse, shop or similar establishment or of agricultural land, is bound in the absence of an agreement to the contrary, to stock the leased property with furniture, goods, crops, cattle, or implements of sufficient value to secure the rent for two years or for the period of the lessee if less than two years.	Article 588 Whoever rents a property, warehouse, shop, or similar place, or agricultural land, must place in the rented property furniture, goods, crops, livestock, or tools whose value is sufficient to guarantee the rent for two years, or for the entire lease period if it is less than two years, unless The rent has not been paid in advance, and the tenant is exempted from this obligation if this exemption is agreed upon or if the tenant provides other insurance.
Article 589 The lessor has, as warranty for all amounts due to him under the agreement of lease; a lien on all the attachable movables stocking the leased property, while they are subject to the lessor's right of privilege, even when they do not belong to the lessee. The lessor has the right to object to their removal and if, they are removed notwithstanding his objections or without his knowledge, to claim their recovery from their possessor even in good faith, always subject to the rights of such possessor thereon. The lessor cannot exercise his rights of retention or of recovery when the movables have been removed to meet the professional requirements of the lessee in accordance with customary requirements of daily life, or if the movables remaining on the leased property or already recovered as sufficiently fully to cover the rent.	Article 589 (1) The lessor shall have the right to guarantee every right established to him under the lease contract, that is, he shall withhold all attachable movables located in the leased property as long as they are burdened by the lessor's lien, even if they are not owned by the lessee. The lessor has the right to object to its transfer. If it is transferred despite his opposition or without his work, he has the right to recover it from its possessor, even if he is in good faith, without prejudice to the rights of this possessor. (2) The lessor does not have the right to exercise his right to withhold or to recover if the transportation of these things is required by the lessee's craft or is a common matter of life, or if the movables that were left in the leased property or that were recovered fully satisfy the rent guarantee.
Article 590 The lesson is bound upon the expiration of the lease, to restitute the leased property. If he retains it unlawfully, he must pay compensation to the lessor on the basis of the rental value of the property and of the loss suffered by the lessor.	Article 590 The tenant must return the leased property upon expiration of the lease. If he keeps it under his control without any right, he is obligated to pay the lessor compensation, which takes into consideration the rental value of the property and the damage caused to the lessor.

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Article 591 The lessee is bound to restitute the leased property in the condition in which it was at the time he took delivery thereof, subject to loss or deterioration due to a cause not imputable to him. If no verbal processes or inventory setting out particulars of the property was drawn at the time of delivery, the lessee is presumed, subject to proof to the contrary, to have received the property in good condition.	Article 591 (1) The lessee must return the leased property in the condition in which he received it, unless the property has been destroyed or damaged for a reason beyond his control. (2) If the delivery of the property to the tenant was completed without writing a report or without a statement of the description of this property, it shall be assumed, until evidence to the contrary, that the tenant has delivered the property in good condition.
Article 592 If the lessee has erected buildings, planted trees or made other improvements which have increased the value of the property, the lessor is, subject to an agreement to the contrary, bound at the end of the lease to repay him the expenses incurred by him or the increase in value of the property. If such improvements were made without the knowledge of the lessor or notwithstanding his objections, the lessor may claim their removal and may in addition call on the lessee to pay compensation, if compensation is due, for any damage to property resulting from such removal. If the lessor prefers to keep improvements and pay one of the two amounts indicated above, the Court may give him time for settlement.	Article 592 (1) If the tenant creates a building, plants, or other improvements in the leased property that increase the value of the property, the landlord is obligated to return to the tenant upon the expiration of the lease what he spent on these improvements or what increased the value of the property, unless there is an agreement stipulating otherwi (2) If these improvements were introduced without the landlord's knowledge or despite his opposition, he may also ask the tenant to remove them. In addition, he may request compensation for the damage that befalls the property as a result of this removal, if compensation is necessary. (3) If the lessor chooses to keep these improvements in exchange for returning one of the two values mentioned above, the court may consider it permissible to pay them.
lease-sub and lease of assignment	**Assignment of rent and sublease** Article 593
Article 593 The lessee may, in the absence of an agreement to the contrary, assign his lease or sublet the whole or part of the leased property.	The tenant has the right to waive the rent or sublease for all or part of what he has rented, unless the agreement stipulates otherwise.
Article 594 A prohibition of sub-letting implies a prohibition of assignment and vice versa. When, in the case of a lease of an immovable property in which an industrial or commercial establishment has been created, circumstances have compelled the lessee to sell such industrial or commercial establishment, the court may, notwithstanding the condition prohibiting sub letting, decide to maintain the lease in force if the purchaser furnishes adequate security and the lesser suffers no real prejudice thereby.	Article 594 (1) Preventing the tenant from subletting requires preventing him from waiving the rent, and vice versa. If the matter is related to renting a property in which a factory or store has been established (2), and if necessity requires that the tenant sell this factory or store, the court may, despite the presence of the prohibiting condition, rule to maintain the rent if the buyer provides a sufficient guarantee and the lessor does not suffer any real harm as a result.
Article 595 When a lease is assigned, the principal lessee remains the guarantor for the performance of the assignee's obligations.	Article 595 In the event of assigning the rent, the tenant remains a guarantee for the assignee to carry out his obligations.
Article 596 A sub-lessee is answerable directly to the lessee for the amounts that he, the sub-lessee, owes to the lessee as from the time a summons is served on him by the lesser. A sub-lease cannot set up against the lessor payments made by him in advance to the principal lessee, unless they were made before the summons, in accordance with custom or a formal agreement concluded at the time of the sub-lease.	Article 596 (1) The subtenant is obligated to pay the lessor directly what he owes to the original tenant at the time the lessor warns him. Steady (2) It is not permissible for the subtenant to cling to the lessor against the rent that he has advanced to the original tenant, unless this was done before the warning in accordance with According to custom or a fixed agreement made at the time of subletting.
Article 597 A lessee ceases to be answerable to the lessor, either as guarantor of the assignee in the case of the assignment of the contract of lease, or as regards his obligations	Article 597 The original lessee is released from liability towards the lessor, whether with regard to his guarantee to the assignee in the event of assignment of the rent or with regard to the obligations imposed by the original lease contract in the case of subletting:

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arising from the principal contract of lease in the case of a sub-lease: i) if the lessor has formally agreed to the assignment of lease or to the sub-lease; ii) If the lessor has received, without reserving his rights as against the lessee, the rent directly from such assignee or sub-lessee.	() If the landlord expressly accepts to waive the rent or... Firstly By sublease. The assignee or from) if the lessor collects the rent directly from Secondly: The subtenant without expressing any reservation regarding his rights vis-à-vis the original tenant.
The end of a contract of lease	**The lease expires**
Article 598 A lease ends at the expiration of the agreed term without it being necessary to give notice of evacuation.	Article 598 The rent ends at the end of the period specified in the contract without the need for an eviction notice.
Article 599 If, after the lease has expired, the lessee continues to enjoy the leased property to the knowledge of and without objection on the part of the lessor, the lessee is deemed to be renewed upon the same conditions but for an indefinite duration. The lease so renewed is governed by the provisions of Article 563. The tacit renewal is considered to be a new lease and not a mere prolongation of the original lease. Nevertheless, subject to the rules of publication applicable to real property, the real securities supplied by the lessee in guarantee of the old lease are transferred to the new lease. The suretyship, whether personal or real, is not transferred to the new lease unless the surety consents thereto.	Article 599 With the rented property with knowledge (1) If the lease contract ends and the tenant remains a beneficiary The lessor, without objection from him, considers the lease renewed according to its initial conditions, but for an indefinite period, and the provisions of Article 563 apply to the lease if it is renewed in this manner. (2) This implicit renewal is considered a new lease and not merely an extension of the lease Thus, the in-kind guarantees that were in the original rent are transferred to the new rent, and the tenant provided them in the old rent, taking into account the rules of real estate registration. As for the guarantee, whether personal or in kind, it does not transfer to the new rent unless the guarantor is satisfied with that.
Article 600 When notice of evacuation has been given by one party to the other and the lessee, notwithstanding the notice, continues to enjoy the property after the expiration of the lease, the lease will not, subject to proof to the contrary, be deemed to have been renewed.	Article 600 That is beneficial If one party notifies the other of the eviction and the tenant continues with the property after the end of the lease, it is not presumed that the lease has been renewed unless evidence to the contrary is established.
	Death or insolvency of the tenant
Article 601 A contract of lease is not terminated either by the death of the lessor or of the lessee. In the event of the death of the lessee, however, his heirs may claim the termination of the lease if They establish that, as a result of the death of the person whose estate they inherited, the burden of The lease has become too heavy for their resources or that the lease exceeds their needs. In such an event, the periods of notice of termination laid down in Article 563 shall be observed and the claim for termination of the lease made within six months at the most from the date of death of the lesson.	Article 601 (1) The lease does not end with the death of the lessor nor with the death of the tenant. If the tenant dies, his heirs may request termination of the contract if (2) and due to the death of their heir, the burdens of the contract become too heavy to bear, and they prove that it is their resources, or the rent exceeds the limits of their need. In this case, the tenant must Appointments must be observed The eviction notice specified in Article 563, and the request to terminate the contract must be within a period of time six A maximum of months from the time of the tenant's death.
Article 602 If the lease has been granted to the lessee solely on account of his calling of or other considerations relating to his person, his heirs or the lessor may, on his death, claim termination of the lease.	Article 602 If the lease is not concluded except because of the tenant's profession or other related considerations in person Then he dies, his heirs or the lessor may request termination of the contract
Article 603 The insolvency of the lessee does not render immediately payable rents that have not become due.	Article 603 (1) The insolvency of the lessee does not result in compensation for rent that is not due. Therefore, the landlord may request cancellation of the lease if it is not presented to him within the deadline (2) and with

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The lessor, however, may claim resiliation of the lease, unless he is provided within a reasonable time with securities guaranteeing the payment of rent not due. The lesson may also, if he is not given authority to assign the lease or to sub-let the property, claim resiliation of the lease on payment of equitable compensation.	Appropriate insurances to guarantee payment of the unreasoned rent. Likewise, the tenant may, if he is not authorized to assign the rent or sublease, request rescission on the · To pay fair compensation
Article 604 In the case of voluntary or forced transfer of the ownership of the leased property to a third party, The new owner is only bound by the lease if he has been given an established date prior to the act entailing the transfer of ownership. The new owner may, however, avail himself of the contract of lease, even if he is not bound by such contract.	Article 604 (1) If ownership of the leased property is transferred, voluntarily or by force, to another person, then no A right to this person if he does not have a previous fixed history The lease is valid on The act that transferred ownership. Therefore, it is permissible for the person to whom ownership has been transferred to adhere to the lease contract, even if (2) · this contract is not enforceable against him.
Article 605 A person acquires a leased property, who is not bound by the lease can only evict the lessee by giving him notice as provided for in Article 563. In the absence of a provision to the contrary, the lessor must, if notice of eviction is given before the end of the lease, compensate the lessee. The lessee cannot be evicted before he receives Compensation either from the lessor or from the new owner paying on behalf of the lessor, or until he has obtained an adequate security for the payment of such compensation.	Article 605 A in (1) It is not permissible for the person to whom ownership of the leased property has been transferred and the lease is not effective He has the right to force the tenant to vacate unless he is notified of this within the dates specified in Article 563. (2) If the tenant is notified to vacate before the end of the rent, the landlord is obligated and does not force the tenant. tenant, unless otherwise agreed Compensation must be paid to the upon, for eviction only after he receives compensation from the landlord or from the person to whom ownership is transferred on behalf of the landlord, or after he obtains sufficient insurance to meet this compensation.
Article 606 The lessee cannot set up rent paid in advance against a new owner, if the new owner proves that at the time of payment the lessee knew or should necessarily have known of the transfer of ownership. Failing proof thereof, the new owner has only a remedy against the loss.	Article 606 The tenant may not cling to the rent he paid in advance before the person to whom ownership was transferred if this proves that the tenant at the time of payment knew or knew of the transfer of ownership. If the person to whom ownership is transferred is unable to It was definitely supposed to The proof has no recourse against the lessor.
Article 607 When it has been agreed that the lessor may terminate the contract if he becomes personally in need of the property, he shall, if he exercises his right, be bound, unless otherwise agreed, to give the Lessee notice of termination in accordance with the delays provided for in Article 563.	Article 607 If it is agreed that the lessor may terminate the contract if he finds a personal need In exercising this right, he must notify the tenant of the eviction on the dates specified in Article · 563, unless the agreement stipulates otherwise.
Article 608 When a lease is made for a fixed period, either of the contracting parties may, if serious and unforeseen circumstances arise of a such nature as to render, from the commencement of or during the lease, the performance too burdensome, demand the termination of the lease before its expiration, provided he gives notice in accordance with the delays provided for in Article 563 and pays equitable compensation to the other party. If it is the lessor who demands termination of the	Article 608 (1) If the lease is for a specific period, each of the contracting parties may request termination Before the expiry of its term, if serious, unforeseen circumstances exist that would make the must be taken into account principle of the order onerous, or during its validity, it Implementation of the lease from those who request termination of the contract shall meet the eviction notice dates specified in Article 563, and the other . Fair party must compensate the other party as compensation. (2) If the lessor is the one requesting termination of the contract, the lessee shall not be forced to · return the leased property until he receives compensation or obtains adequate insurance.

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lease, the lessee will not be forced to hand back the leased property before he has been compensated or obtained adequate guarantee.	
Article 609 An official or an employee whose duties oblige him to change his place of residence may claim Termination of the lease of his dwelling house, when his lease is made for a fixed period, provided that he gives notice of such termination in accordance with the delays provided for in Article 563. Any agreement to the contrary is void.	Article 609 The employee or employee may, if his work requires him to change his place of residence, request the termination of the lease of his residence if this lease is for a specific period, provided that this is taken into account and any agreement to the contrary shall be null and void. The dates specified in Article 563
2- Certain types of leases.	**Some types of rent**
Leases of agricultural land.	**Agricultural land rent**
Article 610 If the leased property is agricultural land, the lessor is not bound to hand over to the lessee cattle and agricultural implements existing on the land unless they are included in the lease.	Article 610 Delivered If the leased property is agricultural land, the lessor is not obligated The lessee of livestock and agricultural tools found on agricultural land unless the rent includes them.
Article 611 When cattle and agricultural implements belonging to the lessor are handed over to the lessee, the lessee is under the obligation to take proper care of them and to maintain them in the manner required for their customary use.	Article 611 If the lessee receives livestock and agricultural tools owned by the lessor, he must care for them and undertake to maintain them according to what is customary in their use.
Article 612 When a lease of agricultural land provides that the lease is made for one or several years, it is considered to be for one several or completed annual rotation of crops.	Article 612 If it is stated in the agricultural land lease contract that the lease was concluded for one year or for several years, what is meant by this is that it was concluded for an annual agricultural cycle or for several cycles.
Article 613 A lease of agricultural land must work in the land in accordance with the requirements of normal agricultural use. He must, more particularly, maintain the land in a good state of production. He must not, without the consent of the lessor, make any substantial change in the established method of cultivating the land, the effects of which might extend beyond the period of the lease.	Article 613 For requirements (1) The lessee's exploitation of agricultural land must be approved The usual exploitation, and the tenant in particular must work to ensure that the land remains fit for production. (2) It is not permissible for him, without the consent of the lessor, to make any fundamental change in the method used in exploiting it, the effect of which extends beyond the expiration of the lease.
Article 614 Subject to an agreement or custom to the contrary, the lessee is bound to carry out repairs necessary for the normal enjoyment of the leased land. He is in particular responsible for the clearing and maintenance of canals, trenches, channels and drains. He is also responsible for the normal maintenance of roads, decks, bridges, fencing, wells, dwelling houses and farm buildings. The erection of buildings and major repairs to existing buildings and dependencies on the land are, subject to any agreement or custom to the contrary, the responsibility of the lessor. The same rule applies as regards repairs to wells, canals, water channels and reservoirs.	Article 614 (1) The lessee must carry out the repairs required for the normal use of the leased land, and he is obligated in particular to cleanse and maintain the canals, waterways, irrigation ditches, and drains, as well as carry out the usual maintenance work for roads, fences, arches, fences, wells, and buildings prepared for housing or exploitation, all of this unless the agreement or custom requires otherwise. . (2) As for the construction of buildings and major repairs to existing buildings and other ' annexes to the property, the lessor is obligated unless the agreement or custom stipulates otherwise. The ruling also applies to the necessary repairs to wells, canals, water courses, and tanks.
Article 615 If the lease has, as a result of force majeure, been prevented from preparing or sowing the land, or if the whole or the greater part of the seed has been destroyed thereby, he is, subject to any agreement to	Article 615 If the lessee is prevented from preparing the land for agriculture or from sowing it, or if all or most of the seed is destroyed, and this is due to force majeure, the lessee shall be released from the responsibility of the entire rent unless there is an agreement to stipulate otherwise. Or some of them, depending on the circumstances.

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The contrary and as the case may be, relieved from payment of the whole or part of the rent.	
Article 616 If, after having dawn, a lessee loses all his crop by force majeure before harvest time, he can demand remission of the rent. If the crop is only partially destroyed, but a significant decrease in yields results therefrom, the lessee may demand a reduction of the rent. The lessee cannot demand a remission or reduction of the rent if he is compensated against his loss either by the profits he has derived during the whole period of the lease, by an amount received under an insurance policy or by any other means.	Article 616 (1) If the tenant sows the land and then the entire crop is destroyed before it is harvested due to force majeure, the tenant may request that the rent be dropped. (2) If only some of the crops were destroyed, but the loss resulted in a significant decrease in the rent from the land, the tenant may request a reduction in the rent. (3) The tenant does not have the right to ask for the rent to be waived or reduced if he compensated for the damage he suffered with the profits he earned in the entire rental or with what he obtained through insurance or any other way.
Article 617 If, at the end of the lease, the harvest has not ripened for reasons not imputable to the lessee, he may, upon payment of a proportional rent, remain on the leased land until the harvest ripens.	Article 617 If the land's crops have not matured at the end of the lease and he has no control over it, the lessee may remain in the leased property until the crops mature, provided that he pays the appropriate rent.
Article 618 An outgoing lessee shall do nothing of a nature to diminish or retard the enjoyment of the land by an incoming lessee. He is bound, in particular, just before vacating the land, to allow the incoming lessee to prepare the land and to sow, if he does not sustain any injury thereby.	Article 618 It is not permissible for the tenant to bring in workers that would diminish the benefit of his successor. In particular, before vacating the land, he must survey this successor in terms of the shape of the land and its seeds, if he is not harmed by this.
Amodiation	**Farmer**
Article 619 Agricultural land and land planted with trees may be granted in amodiation to a lessee in consideration of the lessor taking a fixed share in the crop.	Article 619 Agricultural land and land planted with trees may be given to farmers for a certain amount of the crop to the lessee in exchange for the lessor taking a portion.
Article 620 In the absence of agreement or custom to the contrary, the conditions governing leases apply to amodiation, subject to the following provisions.	Article 620 The lease provisions apply to sharecroppers, taking into account the following provisions if there is no agreement or custom that contradicts them.
Article 621 The amodiation is, when no term is fixed, deemed to have been granted for one yearly rotation of crops.	Article 621 If the period of cultivation is not specified, the period is an annual agricultural cycle.
Article 622 The lease in case of amodiation includes agricultural implements and cattle belonging to the lessor which are on the land at the time of the agreement.	Article 622 The rent in farming includes the agricultural tools and livestock that are present on the land at the time of contracting if they are owned by the lessor.
Article 623 The lessee must give to the cultivator and to the preservation of the crop the same care that he gives to his own affairs. The lessee is responsible for the deterioration of the land during his enjoyment, unless he proves that he looked after the preservation and maintenance of the land with the care of a reasonable person. The lessee is not bound to replace cattle that die or agricultural implements worn out through no fault of his own.	Article 623 (1) The tenant must exert as much care in planting and maintaining the crops as he exerts in his own affairs. (2) He is responsible for any damage that befalls the land during its use, unless he proves that he spent as much effort in preserving and maintaining it as a normal person would. (3) The tenant is not obligated to compensate for any livestock or agricultural tools that were lost through his fault.
Article 624 The produce is divided between the two parties in the proportion agreed upon or established by custom; in	Article 624 (1) The yield shall be distributed between the two parties in the agreed upon ratio or the ratio determined by custom. If there is no agreement or custom, each of them shall receive half of the crop.

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default of agreement or custom the produce is divided equally. Loss by reason of force majeure of all or part of the produce is borne equally by the two parties and gives rise to no claim by either party against the other.	(2) If all or some of the crops are destroyed due to force majeure, both parties shall bear the same responsibility One over the other. This mortal followed him and will not return
Article 625 In amodiation, the lessee cannot assign the lease or sub-let the land amodiated without the consent of the lessor.	Article 625 In sharecropping, it is not permissible for the lessee to waive the rent or to sublease the land except with the consent of the lessor.
Article 626 The amodiation does not determine the death of the lessor, but determines on the death of the lessee.	Article 626 The shareholding does not terminate with the death of the lessor, but it terminates with the death of the lessee.
Article 627 When the amodiation ceases before the end of its term, the lessor must reimburse the lessee or his heirs for any investment made in respect of the crops which have not ripened, and pay equitable compensation for work that the lessee has done on the land . If, however, the amodiation is dissolved by the death of the lessee, the heirs may, instead of claiming reimbursement of the expenses hereinbefore referred to, take the place of their main until the crops have ripened, provided they are in a position to continue the proper cultivation of the land.	Article 627 (1) If the sharecropping period ends before the end of its term, the lessee or his heirs must be reimbursed what the lessee spent on the crop that has not yet matured, along with fair compensation for the work done by the lessee. If the shareholding ends with the death of the tenant, his heirs may receive compensation (2) Apart from exercising their right to recover the above-mentioned expenses, they may replace their inheritor until the crop matures, as long as they are able to do so in a satisfactory manner.
Lease of Wakf property.	**Endowment is rent**
Article 628 A Nazir has the right to let wakf property. A beneficiary, even if he is the sole beneficiary, cannot grant a lease unless the right to do so has been given to him by the constituents of the wakf or unless he is authorized to do so by a person who has power to grant a lease , whether he be the Nazir or the judge.	Article 628 (1) The principal has the authority to lease the endowment. (2) The person to whom the charge is made does not own it, even if the entitlement is limited to him, unless he is a guardian ·Someone who has the authority to rent from a supervisor or judge By the person standing or authorized
Article 629 The Nazir is the person entitled to receive the rent, and payment must not be made to the beneficiary without the consent of the Nazir.	Article 629 The authority to collect the rent belongs to the supervisor, not to the person under arrest, unless the supervisor gives him permission to collect it.
Article 630 The Nazir is not entitled to take the wakf property or lease even at the current rent for similar properties. The Nazir may lease wakf property to his ascendants and descendants provided that the rent is the current rent for similar properties.	Article 630 (1) It is not permissible for a supervisor to rent an endowment, even for a similar fee. (2) It is permissible for him to lease the endowment to its assets and branches, provided that this is for a similar fee.
Article 631 A lease of wakf property is not valid if the rent is grossly inadequate, unless the lessor is the sole beneficiary with power to manage the wakf. In such a case, the lessee notwithstanding the gross inadequacy of the rent, will bind the lessor, but will not bind the beneficiaries who succeed it.	Article 631 It is not valid to rent an endowment for an excessive amount of money unless the lessor is the only beneficiary who has the authority to dispose of the endowment, in which case it is permissible to rent it out for an excessive amount of money in his own right and not in the right of those entitled to him.
Article 632 In the case of the lease of wakf property, the estimation of the current rent for similar properties will be made at the time of the conclusion of contract of lease; Any changes taking place after that date shall not be taken into account. When a Nazir grants a lease of wakf property for a grossly inadequate rent, the lessee is bound, under	Article 632 (1) In an endowment lease, the consideration in estimating the equivalent rent is the time during which the lease contract was concluded, and the change occurring after that is not taken into account. (2) If the supervisor rents the endowment to an excessive amount, the lessee must supplement the rent to the equivalent rent, otherwise the contract will be terminated.

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Penalty of resiliation of the contract, to make up the rent for similar properties.	
Article 633 The Nazir cannot, without authority of the judge, lease wakf property for a period exceeding three years, even by successful contracts. Any lease entered into for a longer period shall be reduced to three years. If, however, the Nazir is also either the founder or the sole beneficiary, he may, without it being necessary to obtain the authority of the judge, lease the wakf property for more than three years, subject to the right of the Nazir succeeding him to claim the reduction of the period to three years.	Article 633 (1) It is not permissible for the overseer, without the judge's permission, to lease the endowment for a period exceeding three years, even if it is through tandem contracts. If the lease is concluded for a longer period, the period will expire to three years. If the overseer is the endowment or the only beneficiary, he may (2) rent the endowment for a period exceeding three years without the need for the judge's permission, and this is without prejudice to the right of the supervisor who succeeds him to request reducing the period to three years.
Article 634 The provisions relating to lease apply to the lease of wakf property, insofar as they are not incompatible with the preceding paragraphs.	Article 634 The provisions of the lease contract apply to the endowment lease unless they conflict with the previous texts.
Section II **Loan for Use**	**Bare second chapter**
Article 635 A loan for use is a contract by which the lender undertakes to hand over to the borrower without valuable consideration, a non-consumable thing for his use during specific time or for a specific purpose, which thing the borrower undertakes to restitute after having used it.	Article 635 Lending is a contract under which the lender undertakes to deliver to the borrower something that is not consumable To use it without compensation for a specific period or for a specific purpose, provided that he returns it after use.
1- Obligations of the Lender	**Lender's Obligations -1**
Article 636 The lender is bound to hand over to the borrower the thing lent in the condition in which it was at the time of the conclusion of the contract of loan for use, and to leave him in possession of the thing lent during the period of the contract .	Article 636 The lender is obligated to deliver the loaned item to the borrower in the condition it was in at the time of the loan and to leave it to the borrower for the duration of the loan.
Article 637 If, during the period of loan, the borrower is obliged to incur expenses necessary for the preservation of the thing, the lender must reimburse him his expenses. In the case of moneys usefully spent, the provisions with regard to expenses incurred by a possessor in bad faith will be applicable.	Article 637 (1) If the borrower is forced to agree to preserve the thing during the loan - the lender is obligated to return to him the expenses he incurred. (2) As for beneficial expenses, the provisions relating to expenses spent by someone who permits something in bad faith are followed in their regard.
Article 638 The lender does not warrant against the dispossession of the thing loaned unless there has been an agreement for such warranty or the lender is deliberately concealed the cause of dispossession. Likewise, the lender does not warrant against hidden defects. If, however, he has deliberately concealed such defects, or has warranted that the thing is free from defects, he is bound to compensate the borrower for any loss the borrower has suffered as a result thereof.	Article 638 (1) The lender has no guarantee that the loaned item will be entitled to it unless there is an agreement on the guarantee or the lender has intentionally concealed the reason for the entitlement. (2) He also has no warranty for hidden defects, except that if he deliberately hides the defect or if he guarantees that the thing is safe from it, he is obligated to compensate the borrower for any damage caused by that.
2- Obligations of the Borrower Article 639	**The borrower's obligations -2**
The borrower may only use the thing lent in the manner and to the extent provided for in the contract, according to the nature of the thing, or in accordance with custom. He must not assign the use to a third party, even	Article 639 (1) The borrower may not use the loaned thing except in a specific manner and to the extent specified in the contract or accepted by the nature of the thing or specified by the person specified, according to custom. It is not permissible for him, without the permission of the lender, to give up the use to others, even as a donation.

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gratuitously, without authority of the lender. The borrower is not responsible for changes to or deterioration of the thing lent resulting from its use in accordance with the contract.	(2) He shall not be responsible for any change or damage to the thing caused by the use permitted by the loan.
Article 640 When the use of the thing lent entails expenses by the borrower, he will not have the right to claim the refund thereof. He is bound to pay the necessary expenses for the normal maintenance of the thing. The borrower may remove any additions that he has made to the thing lent, provided that he reinstates the thing in its original condition.	Article 640 (1) If the use of the thing requires an expense from the borrower, he does not have the right to recover it, and he is responsible for the expenses necessary for the usual maintenance of the thing. (2) He may take away from the loaned thing everything that he may have added to it, provided that he returns the thing to its original condition.
Article 641 The borrower is bound to take such care for the preservation of the thing as would be taken for the preservation of his own property; provided that the care he takes is no less than that which a reasonable person would take. The borrower is, in any event, responsible for the thing lent arising from a fortuitous event or force majeure if it was possible for him to avoid such loss by using his own property, or if he could only preserve his own property or the thing lent and he preferred to preserve his own property.	Article 641 (1) The borrower must exert in preserving the thing the same care he exerts in preserving his own money, without neglecting the care of the usual man. The thing is lost if the loss results from an accident (2) In every case, he is a guarantor A sudden or force majeure event, and he was able to avoid it by using something of his own For him or the loaned thing, so I choose to property, or he was able to save something owned by him. He saves what he owns.
Article 642 The borrower must, at the end of the loan, restitute the thing he received in its state at that time, without prejudice to his responsibility for loss or deterioration. In the absence of an agreement to the contrary, the borrower must replace the thing at the place that he received it.	Article 642 (1) When the loan has expired, the borrower must return the thing he received in the condition it is in, without prejudice to his responsibility for loss or damage. . (2) The thing must be returned in the place where the borrower received it unless there is an agreement stipulating otherwise.
3- Termination of the Loan for Use Article 643 The	**Bare expiration -3**
loan for use comes to an end upon the expiration of the term agreed and, in default of such term being fixed, when the thing has served the purpose for which it was lent. If there is no way by which the term of the loan for use can be fixed, the lender may demand its termination at any time. The borrower may, in all cases, replace the thing lent before the end of the loan. If, however, such restitution is prejudicial to the lender, he cannot be compelled to accept the thing.	Article 643 (1) The loan expires upon the expiry of the agreed-upon term. If no term is specified for it, it expires by using the thing for what it was lent for. (2) If there is no way to specify the duration of the loan, the lender may request its termination at any time. (3) In every case, the borrower may return the loaned item before the end of the loan. However, if this return harms the lender, he is not forced to accept it.
Article 644 The lender may put an end to a loan for use at any time in the following cases: a- if the lender has suddenly an urgent and unforeseen need of the thing; b- If the borrower uses the thing improperly or neglects to take the necessary precautions for its preservation; c- if the borrower becomes insolvent after the conclusion of the loan or if his insolvency before the conclusion of the loan was not known to the lender.	Article 644 The lender may request at any time to terminate the loan in the following circumstances: (a) If he is presented with an urgent need for something that was not expected. (b) If the borrower misuses the thing or fails to take the necessary precautions to preserve it. Before that he knew who (c) If the borrower becomes insolvent after the loan is concluded or if he is insolvent Lender.
Article 645 In the absence of an agreement to the contrary, a loan for use ends with the death of the borrower.	Article 645 The loan ends with the death of the borrower unless there is an agreement stipulating otherwise.

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Chapter III **Contracts for the hire of services**	**Chapter Three:** **Contracts for work**
Section I **Contracts for work and concessions of public utility services**	**Chapter One:** **Contracting and Commitment of Public Utilities**
1- Contracts for work Article	**Contracting - Contract 1**
646 By a contract for work one of the contracting parties undertakes to do a piece of work or to perform a service in consideration for a remuneration which the other contracting parties undertake to pay.	Article 646 Contracting is a contract under which one of the contracting parties undertakes to make something and perform work in exchange for a wage promised by the other contractor.
Obligations of the Contractor Article 647	**Contractor obligations**
The contractor may undertake to supply his work only, the master of the work being responsible for the supply of materials which the contractor uses in or for the performance of his work. The contractor may also undertake to supply the materials as well as his work.	Article 647 (1) The contractor may limit himself to pledging to provide his work, provided that the employer provides the material that he uses or seeks assistance in carrying out his work. (2) The contractor may also undertake to provide both the work and the material
Article 648 When the contractor undertakes to supply the whole or part of the materials to be used in the work, he is responsible for and warrants their good quality to the master.	Article 648 If the contractor undertakes to provide all or part of the work material, he is responsible for its quality and must guarantee it to the employer.
Article 649 When the materials are supplied by the master, the contractor is bound to care for their preservation, to use then with technical skill, to account to the master for their use in the work and return to him any such materials that remain. If part of the materials becomes unfit for use due to the contractor's neglect or lack of professional skill, the contractor is bound to refund to the master the value thereof. In the absence of an agreement or trade custom to the contrary, the contractor shall provide, at his own expense, the tools and accessory appliances necessary for the performance of the work.	Article 649 (1) If the employer is the one who provided the material, the contractor must take care of it To the employer and take into account the principles of the art in using it and perform an account What he used it for, and whatever remains of it will be returned to him. If any of this material becomes unusable due to negligence or lack of technical competence, I shall be obligated to return the value of this item to the employer. (2) The contractor must bring whatever tools he needs to complete the work, unless otherwise required by agreement or custom, and additional tasks, and this will be at his own expense.
Article 650 If, in the course of execution, it is established that the contractor is performing the work in a manner that is defective or contrary to the agreement, the master may formally summon him to alter, within a reasonable period fixed by him, the manner in which he is performing the work. If after the expiration of such a period the contractor fails to adopt the manner of working, the master may either demand resiliation of the contract or the handing over of the works to another contractor at the cost of the first contractor, in accordance with the provisions of Article 209. Immediate resiliation of the contract may, however, be demanded without it being necessary to grant any delay, when rectification of the defective manner of performance is impossible.	Article 650 The progress of the work is that the contractor is carrying out it in a defective or inconsistent manner (1) If it is proven that the work is in progress, the employer may warn him to modify the method of implementation To hold within a reasonable time. If the period expires without the contractor reverting to the correct method to assign it to him, the employer may request either termination of the contract or entrust it to another contractor in accordance with 209 with the provisions of Article By completing the work at the expense of the first contractor in accordance (2) However, it is permissible to request cancellation of the contract immediately without the need to set a deadline if correcting any defect in the method of implementation is impossible.
Article 651 The architect and contractor are jointly and severally responsible for a period of ten years for the total or	Article 651 (1) The architect and the contractor jointly guarantee what occurs within ten years of total or partial damage to the buildings they have constructed or the facilities they have erected, or any defect in the land of which there is a loss Another constant, even if the collapse occurred

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partial demolition of constructions or other permanent works erected by them, even if such destruction is due to a defect in the ground itself, and even if the master authorized the erection of the defective construction, unless, in this case, the constructions were intended by the parties to last for less than ten years. The warranty imposed by the preceding paragraph extends to defects in constructions and erections which endanger the solidity and security of the works. The period of ten years runs from the date of delivery of the works. This article does not apply to the rights of action which a contractor may have against his subcontractor.	The Labor Party had permitted the construction of the defective facilities, unless the contracting parties in this case wanted these facilities to remain for a period of less than ten years. (2) The warranty stipulated in the previous paragraph includes any defects found in buildings and facilities that threaten the durability and safety of the building. (3) The ten-year period begins from the time the work is received, and this article does not apply to any right of recourse that the contractor may have against subcontractors.
Article 652 An architect who only undertakes to prepare the plans without being entrusted with the supervision of their execution, is responsible only for defects resulting from his plans.	Article 652 If the architect confines himself to developing designs without being responsible for supervising implementation, he will only be responsible for defects that arise from the design.
Article 653 Any clause tending to exclude or restrict the warranty of the architect and the contractor is void.	Article 653 Any condition intended to exempt the architect, architect, or contractor from the warranty or limit it shall be void.
Article 654 Actions on the warranties above referred to are prescribed after three years from the date of destruction of the works or the discovery of defects.	Article 654 Previous warranty claims shall lapse after three years have passed from the time the demolition occurred or the defect was revealed.
Obligations of the Master Article 655	**Work has obligations**
When the contractor completes the works and places them at the master's disposal, the master shall, as soon as possible, take delivery in accordance with prevailing custom. When the master, in spite of being formally summoned, fails without reasonable cause, to take delivery of the works, the works will be deemed delivered to him.	Article 655 Once the contractor has completed the work and placed it at the employer's disposal, he must take the initiative to receive it as soon as possible according to the current transaction process. If he abstains without a legitimate reason from delivering it despite being invited to do so with an official warning, the work will be deemed to have been delivered to him.
Article 656 In the absence of a custom or an agreement to the contrary the price is payable upon delivery of the works.	Article 656 Payment of the wage is due upon receipt of the work, unless custom or agreement stipulates otherwise.
Article 657 When a contract is concluded in accordance with an estimated drawn up on a unit price basis and it becomes apparent, during the course of the work, that it will be necessary, in order to complete the works according to the agreed plan, significantly to exceed the estimated price, the contractor is - 105 - bound to notify the master thereof forthwith and to inform him of the expected increase in price; If he fails to do so he forfeits his right to recover the expenses incurred in excess of the estimate. When the estimated excess in the price for the execution of the plans is significant, the master may rescind the contract and stop the work, provided that he does so without delay and pays the contractor for the cost of the work done by him, estimated in In accordance with the terms of the contract, without being liable to compensate the contractor for the profit he would have realized if he had completed the works.	Article 657 (1) If a contract is concluded under a unit-based measurement and it becomes clear during the work that it is necessary to implement the agreed-upon design to significantly exceed the estimated measurement, the contractor must immediately notify the employer of this, indicating the amount he expects of an increase in the price. If he does not do so, He lost his right to Recovering expenses exceeding the assessment value. (2) If the violation required to implement the design is serious, the employer may withdraw from the contract and suspend implementation, provided that this is done without delay, while paying the contractor the value of the work he completed, estimated according to To compensate him for what he could have earned if he had completed the work.
Article 658	Article 658 (1) If the contract is concluded with a total wage on the basis of a design agreed upon by the employer,

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When a contract is concluded on a lump sum basis according to a plan agreed with the master, the contractor has no claim to an increase of price, even if modifications and additions are made to the plan, unless such modifications or additions are due to a fault of the master, or have been authorized by the master and the price thereof agreed with the contractor. Such agreement should be made in writing unless the principal contract was concluded verbally. The contractor has no claim to an increase of price on the grounds of an increase in the price of raw materials, labor or any other item of expenditure, even if such increase is so great as to render the performance of the onerous contract. When, however, as a result of exceptional events of a general character which could not be noticed at the time the contract was concluded, the economic equilibrium between the respective obligations of the master and of the contractor breaks down, and the basis on which the Financial estimates for the contract were computed has consequently disappeared, the judge may grant an increase of the price or order the resiliation of the contract.	The contractor does not have the right to request any increase in wages, even if an error occurred in this design on the part of the employer or there was a modification or addition, unless this is due to Authorized ·And I agree with what was said about his reward (2) This agreement must be in writing, unless the original contract itself was agreed upon verbally. (3) If the prices of raw materials, labor wages, or other costs increase, the contractor does not have the right to rely on that to request an increase in wages, even if this amounts to making the implementation of the contract difficult. Height limit (4) However, if the economic balance between the obligations of both the employer and the contractor collapses due to general exceptional incidents that were not taken into account at the time of the contract, and the basis on which the financial estimate of the contract was based is undermined, the judge may rule to increase the wage or terminate the contract.
Article 659 When the price has not been fixed in advance, it must be calculated according to the value of the work and the expenses of the contractor.	Article 659 If the wage is not determined in advance, the determination must refer to the value of the work and the contractor's expenses.
Article 660 An architect is entitled to a separate fee for the preparation of the plans and specifications and another for the supervision of the work. If the fees are not specified in the contract they shall be fixed according to prevailing custom. If, however, the work is not completed in conformity with the plans prepared by the architect, the fee shall be assessed on the basis of the time taken in their preparation, taking into consideration the nature of the work.	Article 660 (1) The architect is entitled to a separate wage for drawing up the design and making the measurements, and another for managing the business. According to current custom. (2) If the contract does not specify these fees, they must be estimated accordingly (3) However, if the work is not completed in accordance with the design drawn up by the engineer, the wage must be estimated according to the time it took to develop the design, taking into account the nature of this work.
contracts-Sub	**Subcontracting**
Article 661 A contractor may entrust the execution of the whole or part of the work to a sub-contractor, unless he is precluded from so doing by a clause in the contract or unless the nature of the work presupposes relying on his personal skill. In such a case the contractor remains responsible to the master for his sub-contractor.	Article 661 (1) The contractor may transfer all or part of the work to a subcontractor if he is not prevented from doing so by a condition in the contract or if the nature of the work does not require reliance on his personal competence. (2) However, in this case, he remains responsible for the subcontractor before the employer.
Article 662 Sub-contractors and workmen working for a contractor in the execution of a contract have a direct right of action against the master but only to the extent of such sums as are due by the master to the main contractor on the date that action is commenced. Workmen of sub-contractors likewise have the same right of action against the main contractor and the master. In the case of an attachment served by one of them upon the master or main contractor, workmen have a	Article 662 (1) Subcontractors and workers who work for the contractor in executing the work shall have the right to demand directly from the employer an amount not exceeding the amount he owes to the original contractor at the time of filing the lawsuit, and subcontractor workers shall have such a right before both the original contractor and the employer. . (2) In the event that the lien is signed by one of them under the training of the work or the original contractor, they have a privilege on the amounts due to the original contractor or the subcontractor at the time of signing the lien. The privilege shall be for each of them in proportion to their right, and these amounts may be paid to them directly.

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Right of privilege on the sums due to the main contractor or to the sub-contractor at the time of the attachment, in proportion to the amount due to each of them. These sums may be paid to them directly. The rights of sub-contractors and workmen provided for in this article have priority over those of a person to whom the contractor has assigned sums due to him by the master.	(3) The rights of subcontractors and workers stipulated in accordance with this article take precedence over the rights of the person to whom the contractor pays his debt before the employer.
The End of a Contract for Work	**The contract expires**
Article 663 A master may terminate the contract and stop the work at any time before the completion of the works, provided that he compensates the contractor for all expenses he has incurred, for the work that he has done and the profit that he would have made if he had completed the work. The Court may, however, reduce the compensation due to the contractor for loss of profit if the circumstances justify such reduction. In particular, the Court shall deduct from such compensation any saving realized by the contractor as a result of the rescission of the contract by the master and any profit which the contractor could have made by employing his time otherwise.	Article 663 (1) A business owner has the right to withdraw from the contract and stop implementation at any time before completing it, including the expenses he has spent and what he has accomplished, provided that he compensates the contractor for all of the work and what he could have earned if he had completed the work. (2) However, the court may reduce the compensation due for the contractor's lost earnings if the circumstances make this reduction fair, and in particular it must reduce from it what the contractor may have saved as a result of the employer's release from the contract and what he may have earned by using his time in the contract. Something else.
Article 664 A contract for works comes to an end if the performance of the work for which the contract was concluded becomes impossible.	Article 664 The contracting contract shall be terminated by the impossibility of carrying out the contracted work.
Article 665 When works are destroyed by a fortuitous event, before delivery to the master, the contractor has no claim either for the price of his work, or for reimbursement of his expenses. The loss of materials falls on the party who supplied them. When, however, the contractor fails to comply with a formal summons to deliver the work or when the works are destroyed or deteriorated before the delivery by the fault of the contractor, he is under a liability to indemnify the master for the materials supplied to carry out the works. When a master is formally summoned to take delivery of the works or when the works are destroyed or deteriorate by the fault of the master or by reason of a defect in the materials supplied by him, the master shall bear the loss resulting from the destruction of the materials and is liable to the contractor for his remuneration in addition to such compensation as may be due.	Article 665 (1) If the item is destroyed due to a sudden accident before it is delivered to the employer, the contractor has no right to demand either the price of his work or the reimbursement of his expenses, and the destruction of the item shall be borne by the person who supplied it from both parties. (2) If the contractor was unable to deliver the thing, or if the thing was lost or damaged before delivery, the He must compensate the employer for what he did Due to his mistake, this may have been a source of material for the work. (3) If the employer was the one who was unable to receive the item, or if the item was lost or damaged due to an error on his part or a defect in the material he supplied. If the material was destroyed, the contractor had the right to pay and compensation when necessary.
Article 666 A contract for work is dissolved by the death of the contractor if his personal skill was taken into account when the contract was concluded. If such personal skill was not taken into account, the contractor is not ipso facto dissolved and the master may not, except in cases in which Article 663 applies, resiliate the contract, unless the contractor's heirs do not offer sufficient guarantees for the due performance of the work.	Article 666 The contracting contract shall terminate upon the death of the contractor if his personal qualifications are invalid. If it is not considered, the contract will not terminate on its own as a consideration in the contract, and the employer may not terminate it except in cases where Article 663 applies. Unless the contractor's heirs do not have sufficient guarantees for proper execution of the work.

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Article 667 When the contract is dissolved by the death of the contractor, the master is bound to pay to the contractor's estate the value of the work already done and expenses incurred for the execution of the - 107 - work which has not been completed, to the extent of the benefit that he derives from such work and expenses. The master may, on the other hand, demand delivery, against payment of a fair price, of the materials prepared and plans whose execution has been commenced. These provisions also apply when the contractor who has commenced the work becomes unable to complete it due to a cause beyond his control.	Article 667 (1) If the contract expires with the death of the contractor, the employer must pay the estate the value of what the workers completed and what was spent to implement what was not completed, to the extent of the benefit that accrues to him from these works and expenses. (2) In return for this, the employer may demand the delivery of the materials that were fairly completed .and the fees that he began to implement, provided that he pays compensation for their preparation. If the contractor starts executing the work and then becomes... (3) These provisions also apply •He stopped completing it for a reason he had no control over Helpless
2- Concessions of Public Utility Services Article 668 A concession of a public utility service is a contract whose object is the management of a public utility service of an economic nature. Such a contract is concluded between the administrative authority in charge of the organization of such a service and a private person or company to whom the exploitation of the service is entrusted for a fixed period.	**Public Facilities Commitment -2** Article 668 Public facilities commitment is a contract whose purpose is to manage a public facility of an economic nature. This contract is between the administrative authority responsible for organizing this facility and an individual or company entrusted with the exploitation of the facility for a specific period of time.
Article 669 The concessionaire of a public utility service undertakes, by the contract concluded between him and the consumer, to provide the latter in a normal manner with the services corresponding to the rates which he collects, in accordance with the conditions stipulated in the contract of concession and its annexes and also with the conditions which the nature of the work and the laws applicable there to demand.	Article 669 The public utility contractor undertakes, in accordance with the contract he concludes with his operation, to perform, in the usual manner, the services corresponding to the fee he receives according to this client. The conditions stipulated in the commitment contract and its annexes, and the conditions required by the nature of the work and the laws regulating this work.
Article 670 When the concessionaire of the public utility service enjoys a de jure or de facto monopoly service, it is bound to observe strict equality between consumers both as regards the services rendered and the rates charged. The principle of equality does not exclude special treatment involving the reduction of remittance of rates, provided such treatment is granted to all persons who apply there and who fulfill the general conditions laid down by the concessionaire. The principle of equality entails, however, the prohibition of the concessionaire from granting to some consumers advantages which he refuses to grant to others. Any discriminations granted contrary to the provisions of the preceding paragraph renders the concessionaire liable to compensation for the loss which may be caused, as a result of such discriminations to third parties, by the disturbance of the natural balance of fair competition.	Article 670 Or actually, he had to It has a legal monopoly (1) If the facility obligor is a monopolist To achieve complete equality between its clients, whether in public services or in receiving wages. (2) Equality does not preclude there being a special treatment that involves a reduction in wages or an exemption from them, provided that this treatment benefits whoever requests it and fulfills conditions specified by the obligor in general. But equality prohibits the obligor from granting one of his clients advantages that he refuses to grant to others. (3) Any discrimination contrary to what is stipulated in the previous paragraph requires the obligor to compensate for the damage that may befall others as a result of the resulting disruption of the natural balance in legitimate competition.
Article 671 The rates laid down by the public authority will have force of law with regard to contracts entered into between the concessionaire and consumers; the parties shall not have the right to depart therefrom by agreement. The rates may be revised or modified. If the rates are	Article 671 (1) The price definitions decided by the public authority shall have the force of law with respect to its clients. It is not permissible for contracting parties to agree on contracts concluded by the obligor with anything that contradicts them. (2) These lists may be reviewed and amended. If the applicable prices are amended and the amendment to the new prices is ratified without retroactive effect for a period of time.

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modified and such modification is ratified, the new rates become applicable, but without retroactive effect, from the date fixed for its coming into force by the act of ratification. Any contracts running (abonnements) at the time of modification of the rates will be subject to the increase or reduction of charges for the period of the contract unexpired at the date of coming into force of the new rates.	the time of amendmentA, and what is current at The person designated by the ratification decision for the entry into force of public utility subscriptions shall be subject to this amendment, whether an increase or decrease in wages, for the remainder of the period after the date specified for the entry into force of the new prices. .
Article 672 Any irregularity or mistake in the application of the rates to individual contracts is subject to rectification. If the irregularity or mistake operates to the detriment of the consumer, he shall have the right to recover the amount paid in excess of the authorized charge. If such an irregularity or mistake operates to the detriment of the concessionaire of the public utility service, he shall have the right to collect an amount to make up the authorized charge. Any agreement to the contrary is void. The right of recovery in either case is barred by prescription after one year from the date when the collection of the interest charge took place.	Article 672 (1) Any deviation or error that occurs when applying the price tariff to individual contracts is subject to correction. (2) If the deviation or error occurs against the customer's interest, he has the right to recover what he paid in excess of the established prices. If it is against the interest of the person obligated to the public utility, he has the right to complete the decrease in prices. The right shall be forfeited in the two prescribed cases. Any agreement that contradicts this shall be void after one year has passed from the time of receiving the wages that do not agree with the established prices.
Article 673 Consumers, in the case of concessions for distribution of water, gas, electricity, power or other similar commodities, must support interruptions or irregularities for a short time to which installations of such services are normally subject, such as those necessary for the upkeep of the installation with which the service is maintained. The concessionaire of these services may repudiate responsibility in respect of interruptions or irregularities of abnormal length or gravity, by proving that they are caused by force majeure not imputable to the operation of the service or by a fortuitous event which could not have been overlooked or whose Consequences could not have been avoided by any vigilant management acting without undue regard to economy. A strike constitutes a fortuitous if the concessionaire establishes that it took place without any fault on his part and that it was not possible for him to replace strikers by other workmen or to avoid the consequences of their strike by any other means.	Article 673 (1) Customers of utilities related to the distribution of water, gas, electricity, and power must bear the short-term breakdown or defect that usually accompanies utility tools, such as motors and the like, such as those required for maintaining the tools that are operated. It has the attachment. (2) Those responsible for these facilities may pay their responsibility for any malfunction or defect that befalls the facility that exceeds the usual in duration or severity, if they prove that it is due to force majeure beyond the control of the facility, or to a sudden accident that occurred in this that administration without it being within the control of the facility. What a vigilant management that is if unable to anticipate its occurrence or ward off its consequences. A strike is considered a sudden incident The obligor was able to establish evidence that the strike occurred without his fault, and that it was not in his power to replace the striking workers with others or to avoid the strike. as a result of their strike by any other means.
Section II **Contracts of Service**	**Chapter Two:** **Employment Contract**
Article 674 A contract of service is one where by one of the contracting parties undertakes to work in the service and under the supervision or control of the other party in consideration for a remuneration which the other party undertakes to pay.	Article 674 Work does not apply to work in which one of the contracting parties undertakes to work in the service of the other contractor and under his management or supervision in exchange for a wage pledged by the other contractor.
Article 675 The provisions contained in this section apply only insofar as they are not expressly or implicitly inconsistent with special laws relating to the service. Such special laws define the categories of workers to which the provisions of this Section do not apply.	Article 675 (1) The provisions contained in this chapter shall apply only to the extent that they do not ·With special legislation related to work explicitly or implicitly conflict with (2) These legislations specify the categories of workers to whom these provisions do not apply.
676 Article	Article 676

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The provisions of this Section as to contracts of service apply to the relationship between masters and canvassers, commercial representatives, commercial travellers, assurance agents and other intermediaries, even if they remunerated on a commission basis or if they work for the account of several employers at the same time, so long as these persons work under the orders and supervision of such masters. When the services of a commercial representative or a commercial traveler comes to an end, even by reason of the expiration of the term of employment specified in the contract, he shall not be entitled to receive, by way of remuneration, the commission or discount, agreed upon or established by custom, or orders which do not reach the master until after the commercial representative or the - 109 - traveler has left his service, if such orders are the direct result of the employee's representations (demarches) to customers while he was in the master's service. Such employees, however, can only claim this right during the usual period for such claims established by custom in respect of each business.	(1) The provisions of the employment contract apply to the bonus between the employers and the tour operators, commercial representatives, insurance representatives, and other intermediaries, even if they are paid labor or work for a group of employers, as long as these persons are affiliated with the employers and subject to their control. (2) If the services of the commercial representative or delegate are terminated, even if this is at the end of the period specified in his employment contract, he has the right to receive as a wage the labor or the discount agreed upon or the one who, according to custom, pays for the recommendations that were not communicated to the employer until after the expiry of the contract. The commercial representative or delegate shall receive the answer from his service, if these recommendations are a direct result of what these employees have undertaken with clients during the period of their service. However, they may not claim this right except within the usual period determined by custom for each profession.
1- Elements of a Contract Article	**Contract pillars -1**
677 In the absence of a provision to the contrary in law or administrative regulations, a contract of service is not required to be in any special form.	Article 677 The employment contract does not require any special form, unless laws and administrative regulations stipulate otherwise
Article 678 A contract of service may be concluded either for a specific service or for a fixed period; it may also be entered into for an indefinite duration. If a contract of service is entered for the lifetime of the worker or the master or for a period longer than five years, the worker, after the expiration of five years, may resiliate the contract without being liable to pay compensation, provided that he gives six months prior notice to the master.	Article 678 A contract for a specific service or for a specific period, and it may also be (1) It may be concluded for a specific period. (2) If the employment contract is for the life of the worker or the employer, or for more than five years, the worker may, after the expiration of five years, terminate the contract without compensation, provided that the employer waits for six months.
Article 679 When a contract is entered into for a fixed period, it, ipso facto, comes to an end at the expiration of the term. If the parties continue to carry out the contract after the expiration of the term, the contract will be deemed to have been renewed for an indefinite duration.	Article 679 (1) If the employment contract is for a fixed period, it shall terminate automatically upon expiry of its term. (2) If both parties continue to implement the contract after the expiry of its term, this will be considered a renewal on their part •For a contract for an indefinite period
Article 680 When a contract is entered into for the performance of a specific work, it comes to an end when the agreed work has been completed. When the work is, by its nature, capable of being renewed and the contract is continued after the Completion of the work agreed, the contract will be deemed to have been implicitly renewed for the period necessary for the execution of the same work for a second time.	Article 680 (1) If the contract is concluded to carry out a specific work, it ends with the completion of the agreed-upon work. (2) If the work is, by its nature, capable of being renewed, and the contract continues to be implemented after the agreed-upon work is terminated, the contract will be deemed to have been implicitly renewed. The time required to do so The same job again.
Article 681 The performance of services is presumed to be made for remuneration, if it is not customary for such services to be performed gratuitously or if such services come within the scope of the profession of the person who	Article 681 The performance of the service is assumed to be paid if the staff of this service are workers It is customary to donate it or to workers within the profession of the person who made it.

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performs them.	
Article 682 When a contract of service for an individual or a group of individuals or factory regulations do not specify the salary payable by the master, the salary will be fixed in accordance with the rates, if any applicable to work of a similar nature. If no rates exist, the salary will be fixed in accordance with the custom of the trade and the custom of the place where the work is performed. If there is no such custom, the judge will fix the salary in accordance with equity. The same rules will apply to determine the nature and the extent of the work to be performed by the employee.	Article 682 (1) If individual contracts, group contracts, or factory regulations do not stipulate the wage to which the factory owner is committed, the estimated price for work of the same type, if any, shall be taken. To know the profession and know the entity Otherwise, the wage shall be estimated according to In which there is work, if there is no custom, the judge will estimate the wage according to the requirements of justice. In determining the type of service that the worker must perform (2) It also follows that And in determining its range.
Article 683 The following sums form an integral part of the employee's salary and are taken into account in computing the attachable portion thereof: i- commissions payable to canvassers, commercial travelers and commercial representatives; ii- percentages payable to employees of commercial establishments on the price of sales affected by them and high cost of living allowances paid to them; iii- Any gratuity paid to a worker in addition to his salary, as well as fidelity bonuses, family allowances and other similar allowances, if payment of such sums is provided for in the individual contract of service or in the workshop regulations, or if these Sums are customarily payable so that the worker regards such sums as forming part of his salary and not constituting a bounty, and provided that the amount of such payments is known before the attachment is made.	Article 683 The following amounts are considered an integral part of the wage and are calculated to determine the permissible amount Reservation: (1) Labor given to circumambulators, representative delegates, and commercial representatives . (2) The percentages paid to shop users for the price of what they sell and the bonuses paid to them due to the high cost of living. (3) Every grant given to the worker in addition to the salary and what is paid to him as a burdens and the reward for his honesty or in exchange for increasing his family like, if these amounts are stipulated in individual employment contracts or factory regulations or custom is part of the wage and not a donation granted until he becomes a worker. The manufacturer considers that these amounts are known before
Article 684 Tips are considered to be salary only in industries or trade where it is customary to pay tips and where tips are subject to regulations by which they can be controlled. Tips are considered to form part of the employee's salary when the amounts given as tips by customers of a particular commercial establishment to the employees are collected in a common fund for distribution to the workers by or under the supervision of the employer. In some industries, such as hotels, restaurants, cafes, and bars, a worker's salary may consist solely of the tips he receives and the food he consumes.	Article 684 (1) What is given as a gift is not attached to the wage except in industry or trade in which the custom is to pay a gift and which have rules that allow for its control. (2) The gift is considered part of the wage if it is paid by the clients Employees of one store are collected in a common fund, so that the employer then distributes it to these employees himself or under his supervision. (3) It is permissible in some industries, such as the hotel industry, restaurants, cafes, and bars, for the worker to have no wage other than the gift he receives and the food he eats.
2- Effects of a Contract The	**Contract provisions -2**
Obligations of the Worker Article 685	**Worker obligations**
The worker must: a- himself perform the work and in so doing use the care of a reasonable person; b- obey the orders of the master relating to the performance of the agreed work and coming within the duties of the worker, if such orders are not contrary to the contract, to law or morality, and if obedience thereto does not entail danger; c- preserve with care things entrusted to him for the performance of his work.	Article 685 The worker must: (a) To perform the work himself, and to exercise the same care as a normal person would in performing it. (b) To obey the employer's orders regarding the implementation of the agreed-upon work or the work that falls within the worker's job, if these orders do not violate the contract, the law, or morals, and obeying them does not expose him to danger. (c) To be careful to preserve the things handed over to him to perform his work.

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the of secrets commercial or industrial the safeguard -d work, even after the end of the contract.	(d) To keep industrial and commercial business secrets even after the expiration of the contract.
Article 686 When the work entrusted to the worker enables him to know the clients of the master or to learn the secrets of his business, the parties may agree that the worker will not have the right, after the termination of the contract, to compete with the master or participate in a competitive undertaking. In order, however, that any such agreement be valid, if it is necessary: a- that the worker has attained his majority at the time the contract is entered into; b- That the restriction be limited as to time, place and kind of work, to the extent necessary for the protection of the legitimate interests of the master. The master cannot avail himself of such an agreement if he resiliates the contract or refuses to renew it, without the worker giving him adequate grounds for such action; nor can the master avail himself of such agreement if he himself has given the worker adequate grounds to resiliate the contract.	Article 686 He has the knowledge of the employer's clients (1) If the work entrusted to the worker permits his work, the two parties may agree that the worker may not compete with the employer, or learn a secret after terminating the contract, nor participate in any project that competes with him. (2) However, for this agreement to be valid, the following is required: (a) The worker must be of legal age at the time of concluding the contract. (b) The registration must be limited in terms of time, place and type of work. To the extent necessary to protect the legitimate interests of the employer. (3) It is not permissible for the employer to adhere to this agreement if he terminates the contract or refuses to renew permissible for him to adhere to the that it without the worker doing something justifiable, nor is it agreement if something is done by him that shows the worker's cancellation of the contract.
Article 687 When a contract contains a penalty clause applicable in the event of the breach of a condition in restraint of competition, and such a clause is so onerous as to be tantamount to pressure the worker to compel him to remain in the service of the master for a longer time than that agreed, both the penalty clause and the condition in restraint of competition will be void.	Article 687 If a penal condition is agreed upon in the event of a breach of abstention from competition, and the condition is exaggerated, making it a means of forcing the worker to remain in the employer's industry for a period longer than the agreed upon period, this condition shall be invalid and its ·To the non-compete clause as a whole invalidity shall also be voided.
Article 688 When the worker discovers a new invention while in the service of the master, the master will have no rights in respect of the invention, even if the worker has discovered the invention by reason of the work performed in the service of the master. An invention discovered by a worker in the course of his work belongs, however to the master, if the nature of the work that the worker has undertaken to carry out requires him to give his time to invention or if the master has expressly stipulated in the contract that he will have the right to inventions discovered by the worker. If the invention is of a serious economic importance, the worker may, in cases falling within the preceding paragraph, demand a special remuneration to be fixed in accordance with the principles of equity, taking into account in the assessment of such remuneration the extent of help supplied by the master and the use the worker has made of the master's installations for the purpose of the invention.	Article 688 (1) If the worker succeeds in creating a new invention during the service of the employer, he shall not have any right to that invention even if the worker had devised it on the occasion of the work he performed in the service of the employer. (2) However, the inventions that the worker creates during his work are the employer's right if the nature of the work undertaken by the worker requires him to devote his effort to the beginning, or if the employer has explicitly stipulated in the contract that he has the right to whatever he finds his way. Inventions. (3) If the invention is of serious economic importance, the worker may, in the cases stipulated in the previous paragraph, demand a special compensation estimated according to . In estimating this compensation, the amount of assistance provided by the employer to meet the requirements of justice and the facilities used in this way shall be taken into account.
Article 689 In addition to the obligations laid down in the preceding articles, an employee must carry out obligations imposed upon him by special laws.	Article 689 In addition to the obligations set forth in the previous articles, the worker must fulfill the obligations imposed by special laws.
The Obligations of the Master Article 690	**Work has obligations**
The master must pay the worker his salary at the time	Article 690 The employer is obligated to pay the worker his wages at the time and place he specifies

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by established or contract the in upon agreed place and custom, subject to the provisions in this connection contained in special laws.	Contract or custom, taking into account what special laws stipulate in this regard.
Article 691 When a contract provides that the worker will be entitled, in addition to or in lieu of the agreed salary, to a share of the master's profits or to a percentage of the gross receipts or of the amount of production or of the value of the savings affected , or to other remuneration of alike nature, the master is bound to render to the worker, after each balance sheet, an account of the amount payable to him in this respect. The master must in addition supply to the worker, or a trustworthy person designated by the parties or by the Judge with the information necessary to verify the accuracy of such amount and allow him to consult his books for this purpose.	Article 691 (1) If the contract stipulates that the worker, above or instead of the agreed-upon wage, shall have a right to a portion of the employer's profits, or to a percentage of the total revenue, or the amount of production, or the value of the savings achieved, or the like, the employer must .For what it's worth The work must provide the worker with a statement after each inventory (2) The employer must, in addition to this, provide the worker, or a trusted person concerned, or appointed by the judge, with the necessary information to verify the accuracy of this statement, and to do so, authorize him to inspect his books.
Article 692 When a workman or an employee comes to perform a day's work as stipulated in his contract of service, or declares his readiness to perform a day's work and is only prevented from so doing by a cause imputable to the master, he is entitled to his salary for the day.	Article 692 If the worker or employee comes to carry out his work during the daily period required by him With the employment contract, or declared that he was ready to carry out his work during this period and nothing prevented him from working except for a reason attributable to the employer, he was entitled to the wage for that day .
Article 693 In addition to the obligation laid down in the preceding articles, the master is bound to carry out the obligations imposed on him by special laws.	Article 693 In addition to his obligations set forth in the previous articles, the employer must fulfill the obligations imposed by special laws.
The End of Contracts of Service	**Work contract expiration -3**
Article 694 Subject to the provisions of Articles 678 and 679, a contract of service ends at the expiration of the fixed term or upon the completion of the work in respect of which the contract was entered into. When the duration of the contract is not fixed either by the agreement or by the nature of the work or by its object, each of the contracting parties may terminate his relationship with the other party; The exercise of this right must be preceded by notice, the manner and period of which are defined by special laws.	Article 694 (1) The employment contract shall terminate upon the expiry of its term or upon completion of the work for which it was concluded, without prejudice to the provisions of Articles 678 and 679. (2) If the duration of the contract is not determined by agreement or by the type of work or its purpose, The other contractor. It must be in For his relationship with each of the contracting parties may set a limit. The exercise of this right must be preceded by notification, and the method and duration of notification are determined by special laws.
Article 695 When a contract entered into for an indefinite period is terminated by one of the parties without observing the delay required for notice or before the end of this delay, he is bound to compensate the other party for the whole period of the notice or for the portion thereof still to run. Subject to the provisions of special laws on the subject, such compensation will include, in addition to the fixed salary due for this period, all additional remuneration, provided the amount of such remuneration is fixed and defined. When the contract is terminated vexatiously by one of the contracting parties, the other party may, in addition to the compensations due to failure to observe the delay required for notice, claim damages for the prejudice resulting from the unjustified termination of the contract. Discharge is considered to be unjustified if it takes place as a result of the service of an attachment on	Article 695 (1) If the contract was concluded for an indefinite period, and one of the contracting parties revoked it without taking into account the notification period, or before the expiry of this period, or for the he is obliged to compensate the other contracting party for the period of this period this remaining period of it. Compensation above the specified wage that was due during required by special laws. period includes all wage supplements that are fixed and specific, taking into account what is (2) If the contract is terminated arbitrarily by one of the contracting parties, the other contracting party shall have Due to failure to observe the notification period, the right, in addition to the compensation that is due. . Arbitrarily The right to compensation for the damage he suffered as a result of the contract being terminated It falls under the control of the employer, or if it occurs due to seizures or... This dismissal is considered arbitrary because of debts that the worker has committed to others.

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the master or on account of debts contracted by the worker to third parties.	
Article 696 Compensation on dismissal may be granted, even though the master has not himself dismissed the worker, if the master, by his own actions and especially vexatious treatment or by a breach of the conditions of the contract, has obliged the worker to appear to have terminated the contract himself. The transfer of a worker, without fault on his part, to a less profitable or less suitable post than that which he is occupying, is not considered to be an indirect vexatious act if such transfer is necessary in the interests of the work. The transfer will, however, be considered a vexatious act if it is made with the object of injuring the worker.	Article 696 (1) It is permissible to award compensation for dismissal even if this dismissal was not issued by the employer, if the latter had paid, especially by treating him unjustly or violating the terms of the contract, until he was apparently the one who terminated the contract. (2) The worker is transferred to a position that is less advantageous or suitable than the position that was arbitrarily transferred indirectly. Occupying him for something other than what he committed is not considered a matter if it is required by the interests of the work, but it is considered such if its purpose is to harm the worker.
Article 697 A contract of service is not dissolved by the death of the master, unless the personality of the master was a factor taken into consideration in concluding the contract. The contract however, is dissolved by the death of the worker. The rules laid down in special laws on the subject will be observed for the dissolution of the contract on account of the death or prolonged illness of the worker or of any other cause constituting force majeure which prevents the worker from continuing his work.	Article 697 (1) The employment contract is not terminated by the death of the employer, unless his personality was taken into account in concluding the contract. However, the contract is terminated by the death of the worker. (2) The contract shall be terminated due to the worker's death, prolonged illness, or other cause Another force that would prevent the worker from continuing to work, according to the provisions stipulated in special laws.
Article 698 Actions arising out of a contract of service are prescribed after one year from the time of the termination of the contract; but in the case of actions arising out of commission and profit sharing percentage of gross receipts, the period of prescription only begins from the time when the master hands to the worker a statement of what is due to him according to the last balance sheet. Actions in connection with the disclosure of trade secrets or the enforcement of conditions of contract as to the protection of such secrets, are not subject to this special limitation.	Article 698 (1) Claims arising from an employment contract shall be time-barred after one year begins from the time of termination of the contract, except with regard to employment, profit sharing, and percentages in total revenues, in which case the period begins only from the time the employer What it's worth according to the latest inventory. delivers a statement to the worker. (2) This special statute of limitations does not apply to claims related to violating the sanctity of trade secrets or implementing the provisions of the employment contract that aim to ensure respect for these secrets.
Section III **Mandate**	**Chapter Three** **Agency**
1- The Elements of Mandate	**Agency pillars -1**
Article 699 Mandate is a contract whereby a mandatary binds himself to perform a judicial act on behalf of a mandator.	Article 699 Agency is a contract under which the agent is obligated to perform legal work on behalf of the principal.
Article 700 In the absence of any provision of the law to the contrary, a mandate must be executed in the same form as that required for the execution of the juridical act in respect of which the mandate is given.	Article 700 The agency must have the form required for the legal act that is the subject of the agency, unless there is a text stipulating otherwise.
Article 701 A mandate given in general terms, which does not specify the nature of the juridical act in respect of which it is given, only confers on the binding power to perform acts of management. Granting of leases of no more than three years duration, acts of preservation and of maintenance, the recovery of	Article 701 (1) The agency, which is stated in general terms without any specification even to the type of legal work in which the agency is made, does not entitle the agent to a capacity except in the work of administration. (2) Sailing, if its duration does not exceed three years, as well as preservation and maintenance work, fulfillment of rights, and repayment of debts, are considered management works. It is included in it as well Every act of disposal required by the administration, such as selling the crop and selling

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rights and discharge of debts, are considered to be acts of management. All acts of disposition necessary for management, as the sale of perishable crops, goods or movables, and the purchase of things necessary for the preservation and exploitation of the thing constituting the object of the mandate are considered to be acts of management.	The goods or movable property that quickly deteriorates, and the purchase of the tools required by the subject of the agency for its preservation and exploitation.
Article 702 A special mandate, in respect of any act which is not an act of management, is required, and in particular for a sale, a mortgage, a gift, a compromise, an admission, an arbitration, the tendering of an oath and representation before the Courts. A special mandate to carry out a certain category of juridical acts is valid, save as regards gratuitous acts, even though the object of such acts is not specified. A special mandate only conferes on the mandatory a power to act in matters specified therein and in matters necessarily incidental thereto in accordance with the nature of each matter and prevailing custom.	Article 702 (1) There must be a special agency in every work that is not an administrative work, especially in sales, mortgages, donations, reconciliation, approval, arbitration, administering oaths, and pleading before the judiciary. (2) A special agency in a specific type of legal work is valid even if the location of this work is specifically specified, unless the work is a donation. (3) The special agency does not give the agent any capacity except to undertake matters specific to the nature of each matter Therein and the necessary consequences required by these matters accordingly And according to current custom.
2- The Effects of a Mandate	**Agency effects -2**
Article 703 The mandatary is bound to perform the mandate without exceeding the limits fixed therein. He may, however, exceed these limits if he finds himself unable to notify the mandator there of beforehand and if the circumstances are such that it can be assumed that The mandator could not have failed to approve the act. In such a case, the mandatory is bound to inform the mandator immediately that he has exceeded the limits of mandate.	Article 703 (1) The agent is obligated to implement the agency without exceeding its stated limits. (2) However, he may deviate from these limits if it is impossible for him to notify the client in advance and the circumstances make it likely that the client was not Unless he agrees to this behavior, and in this case the agent must take the initiative to inform the principal of his departure from the limits of the agency.
Article 704 If the mandate is gratuitous, the mandatary must exercise in its performance the degree of care that he gives to his own affairs, without, however, being bound to exercise more diligence than a reasonable man. When the mandate is given for remuneration, the mandatary must always exercise in its performance the diligence of a reasonable man.	Article 704 (1) If the agency is unpaid, the agent must exercise in implementing it the same diligence that he exerts in his own work, without requiring more diligence than the usual man in doing so. Care is taken in implementing it (2) If it is for a fee, the agent must always make an effort The usual guy.
Article 705 A mandatary is bound to give to his mandator all necessary information in connection with the execution of his mandate and render him an account thereof.	Article 705 The agent must provide the client with the necessary information about what he has achieved in implementing thereof the agency, and provide him with an account
Article 706 The mandatory may not use the property of the mandator for his own benefit. He is liable for interest on sums used by him for his own benefit from the moment when he commences to use them. He is also liable for interest on sums that he owes to the mandator from the time when he served with a formal summons.	Article 706 (1) The agent does not have the right to use the principal's money for his own benefit. (2) He must pay the interest on the amounts he used for his benefit from the time of using them, and the interest on what remains due to him from the agency account from the time he is excused And so too
Article 707 When several mandataries are appointed, they are jointly and severally liable if the mandate is indivisible or if the damage sustained by the mandator is the result of their common fault. Mandataries, however, even if joint and several, are not	Article 707 (1) If there are multiple agents, they shall be jointly liable as long as the agency does not lead to division, or if the damage to the principal is the result of a common fault. The agents or agents, even if they are in solidarity, are not asked about what one of them did that exceeded the limits In its implementation Agency or arbitrary

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responsible for the acts done by their command data in excess of the limits of the mandate or by a wrongful use of the mandate. When several mandataries are appointed by the same document without being authorized to act severally, they must act jointly except in cases where an exchange of view is not essential, such as receiving a payment of paying a debt.	(2) If the agents are appointed in a single contract without permitting them to work individually, they must work together unless the work does not require an exchange of opinions, such as receiving or paying a debt.
Article 708 A mandatary who nominates a substitute to perform his mandate without being authorized to do so, is responsible for the actions of the substitute as if they were his own acts: in such a case, the mandatary and his substitute are jointly and severally responsible. When a mandatary is authorized to appoint a substitute without specifying the person, he is only liable for a faulty choice of the substitute or for faulty instructions that he gives to him. In the two preceding cases, the mandator and the substitute of the mandatary have a direct right of action against each other.	Article 708 for him (1) If the agent delegates someone else to implement the agency on his behalf without being licensed He was responsible for the action of the representative as if this action had come from him, and in this case the agent and his deputy would be jointly responsible. (2) However, if the agent is authorized to appoint a representative on his behalf without appointing a representative person, the agent will only be responsible for his error in choosing his representative, or for his error in the instructions he issued to him. (3) In the two previous cases, it is permissible for the principal and the agent's deputy to have direct recourse against each other.
Article 709 A mandate is considered to be gratuitous in the absence of agreement which may be express or result by implication from the position of the mandatary. When the remuneration is agreed, it is still subject to the assessment of the Judge, unless it has been voluntarily paid after the performance of the mandate.	Article 709 (1) The agency is voluntary, unless otherwise explicitly agreed or implicitly concluded From the agent's status. To the judge's discretion, except (2) If a fee for the agency is agreed upon, this fee is subject to it ·After implementing the agency If paid voluntarily
Article 710 Whatever the result the mandatary may have achieved in the performance of the mandate, the mandator must repay to the mandatary any expenses incurred by him for the normal performance of the mandate with interest from the date when such expenses were incurred. When the performance of the mandate requires the mandator to supply to the mandatary sums of money for expenditure in respect of the mandate, the mandator must advance such amounts, if requested by the mandatary so to do.	Article 710 with The principal must return to the agent what he spent in implementing the agency, the usual implementation, and the interest from the time spent, regardless of the agent's chance of success in implementing the agency. If the implementation of the agency requires that the principal provide the agent with sums for agreement on agency affairs, the principal must provide these sums if the agent requests that.
Article 711 The mandator is responsible for injury sustained by the mandatary, without fault on his part, in the normal performance of the mandate.	Article 711 The principal shall be responsible for the damage caused to the agent without his fault due to the usual implementation of the agency.
Article 712 When several persons appoint a sole mandatary for a common purpose, they are, in the absence of agreement to the contrary, jointly and severally liable to the mandatary as regards the consequences of the performance of the mandate.	Article 712 measure in a common work that all were One, then, and all the multiple persons, and a The principals are jointly liable before the agent in executing the agency unless otherwise agreed.
Article 713 Articles 104 to 107, with regard to representation, apply to the relationship of a mandator and of a mandatary with third parties dealing with the mandatary.	Article 713 Articles 104 to 107 regarding representation apply to the relationship of the principal and the agent with third parties who deal with the agent.
The End of a Mandate Article 714	**Agency expiration -3**
The mandate comes to an end by the completion of the work or by the expiration of the	Article 714 The agency ends with the completion of the work entrusted to it or with the expiration of the term specified for the agency by the principal or By death the agent. And it ends too

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period for which it was given and by the death of the mandator or of the mandatary.	
Article 715 The mandator may, at any time and notwithstanding any agreement to the contrary, revoke or restrict the mandate. When, however, the mandate is remunerated, the mandator must indemnify the obligation for loss sustained by him as a result of an intempestive or unjustified revocation. When, however, the mandate has been given in the interests of a mandatary or of a third party, the mandator is not entitled to revoke or restrict the mandate without the consent of the person in whose interest the mandate was granted.	Article 715 (1) The principal may, at any time, terminate or restrict the agency, even if there is an require compensation agreement. If the agency is for a fee, the client is obligated Failure to do so shall The agent is responsible for the damage he sustained as a result at an inappropriate time or without an acceptable excuse. (2) However, if the agency is issued in favor of the agent or in favor of a foreigner, the principal may not terminate the agency or restrict it without the consent of the person in whose favor the agency was issued.
Article 716 The mandatary may, at any time and notwithstanding an agreement to the contrary, renounce his mandate. Renunciation is effected by notification to the mandator. When the mandate is remunerated, the mandatary must indemnify the mandator for loss sustained by him as a result of his remuneration, if it is intempestive or unjustified. The mandatory, however, has not the right to renounce a mandate given in the interests of a third party, unless there are serious reasons justifying such remuneration and unless he notifies the third party and gives him time to take such action as may be necessary to safeguard his interests.	Article 716 (1) The agent may renounce the agency at any time, even if there is an agreement that violates it. The renunciation is made by announcing it to the principal. If the agency is for a fee, then the agent has that the right, as a result of the waiver, to compensate the principal for the damage he caused It is binding at an inappropriate time and without an acceptable excuse. (2) However, the agent may not renounce the agency if it was issued for the benefit of a foreigner, unless there are serious reasons justifying this, provided that the foreigner is notified. To take what is necessary to protect his interests That waiver, and to neglect it for a while with it
Article 717 The mandatory is bound, irrespective of the manner in which the mandate is terminated, to carry through any work he has commenced to such a condition that it is not exposed to deterioration. When the mandate is extinguished by the death of the mandatary, his heirs, if they have the necessary legal capacity and knowledge of the mandate, are bound to inform the mandator immediately of the death of the mandatory and to take such steps as circumstances demand in the mandator's interests.	Article 717 (1) Whatever the end of the agency, the agent must bring the work he has begun to a state where it is not subject to damage. (2) In the event that the agency ends with the death of the agent, his heirs, if they have the capacity and are aware of the agency, must hasten to notify the principal of the death of their legatee and take such measures as the situation requires for the benefit of the principal.
Section IV **Deposit**	**Chapter Four:** **The Deposit**
Article 718 Deposit is a contract whereby one person agrees to take delivery from another person of a thing which he undertakes to keep in safe custody and return in kind.	Article 718 Who else will take care of the preservation? A person is obligated to receive something as a deposit for this thing and to return it in kind.
1- The Obligations of the Depository Article 719 The depository is bound to take delivery of the thing deposited. He is not entitled to make use of the thing deposited without the express or implied authority of the depositor.	**The depositor has obligations -1** Article 719 (1) The depository must receive the deposit. (2) He may not use it without the depositor's express or implicit permission to do so.
Article 720 When the deposit is gratuitous, the depository is bound to exercise, in the custody of the thing, the care which he employs in his own affairs, without, however, being	Article 720 (1) If the deposit is without remuneration, the depositary must exercise as much care, without incurring more effort in preserving the thing, than the usual man would exert in preserving his money.

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bound to exercise a degree of diligence exceeding that of a reasonable person. When the deposit is for remuneration, the depository must exercise in the custody of the thing deposited the diligence of a reasonable person.	(2) If the deposit is for a fee, then the care of a normal man must be used to preserve the deposit.
Article 721 The depository may not, without the express authority of the depositor, appoint a substitute to take over the custody of the thing deposited, unless he is compelled to do so by reason of urgency and absolute necessity.	Article 721 The depository must have someone else take his place in preserving the deposit without explicit permission from the depositor, unless he is forced to. In addition, due to urgent necessity Urgent.
Article 722 The depository is bound to return the thing deposited as soon as it is required so to do by the depositor, unless it follows from the contract that the term of the deposit was fixed in the interests of the depository. The depository may, at any time, compel the depositor to take back the thing deposited, unless it follows from the contract that the term of the deposit was fixed in the interests of the depositor.	Article 722 The depository must deliver the thing to the depositor as soon as he requests it, unless... If it appears from the contract that the term is set for the benefit of the depositor, the depositor may oblige the depositor to receive the thing at any time, unless it appears from the contract that the term is set for the benefit of the depositor.
Article 723 When the heir of a depository sells the thing deposited in good faith, he is only liable to refund to the owner the price which he has received or to assign to the owner his rights against the purchaser. If the alienation was gratuitous, he is liable to pay the value of the thing deposited at the time of the alienation.	Article 723 If the heir to whom the deposit is deposited sells the deposited item in good faith, he has no obligation to its owner except to return the price he received, or to waive his rights over the purchaser. If a donation is spent on it at the time of donation. It adheres to its value
2- The Obligations of the Depositor	**Depositor's obligations -2**
Article 724 A deposit is considered gratuitous. When, however, remuneration is stipulated, the depositor, in the absence of agreement to the contrary, is bound to pay such remuneration at the time the deposit ends.	Article 724 The basic principle for a deposit is that it should be without a fee. If a fee is agreed upon, the depositor must pay it in return for the deposit, unless there is an agreement stipulating otherwise.
Article 725 A depositor must repay the depository any expenses incurred for the preservation of the thing deposited and indemnify him against any loss he may incur as a result of the deposit.	Article 725 The depositor must return to the depository what he spent on preserving the thing, and he must compensate him for all the loss he incurred due to the deposit.
3- Certain Kinds of Deposits Article	**Some types of deposit - 3**
726 When the object of the deposit is a sum of money or another thing of a consumable nature and the depository has been authorized to make use of it, the contract is considered to be a contract of loan for consumption.	Article 726 If the deposit is an amount of money or anything else that is destroyed by use, In use, the contract is considered a loan The person deposited with him was authorized
Article 727 Proprietors of hotels, inns or other similar establishments are responsible, in the performance of their obligation to keep safely the effects brought in by travelers or residents, even for the acts of casual frequenters of their establishments. They are, however, liable, as regards sums of money, securities and articles of value, only up to a limit of LE 50, unless they have undertaken the safe custody of such things knowing their value, or unless they have refused, without just cause, to take them in charge, or if the loss	Article 727 (1) The owners of hotels and inns and the like shall be responsible, in the care they are required to take to preserve the things brought by travelers and wanderers, even for the actions of those who frequent the hotel or inn. (2) However, they shall not be liable with regard to money and securities unless they have been taken And valuables for compensation exceeding fifty pounds They are responsible for preserving these things while they know their value, or they have unjustifiably refused to take them into custody, or they have caused damage through a serious error on their part or on the part of one of their subordinates.

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has been caused by their gross negligence or by the gross negligence of one of their employees.	
Article 728 A traveler must, as soon as he has knowledge of the theft, loss of, or damage to the thing, inform the proprietor of the hotel or the innkeeper, under pain, in the case of unjustifiable delay, of forfeiture of his rights . His right of action against the hotel proprietor or innkeeper is prescribed after six months from the date of leaving the hotel or the inn.	Article 728 (1) The traveler must notify the hotel or innkeeper of the theft of the item or... If he delays risking its loss or damage as soon as he learns that any of this has occurred without justification, his rights will be forfeited. (2) The traveler's lawsuit against the owner of the hotel or inn shall expire after six months from the day on which he leaves the hotel or inn.
Section V **Judicial Custody**	**Chapter Five:** **Guarding**
Article 729 Judicial custody is a contract whereby the parties entrust to a third party a movable or an immovable or a property comprising both movables or immovables which is the subject of litigation or of legal rights that have not been established, which such third party undertakes to safeguard, manage and return, together with fruits collected thereon, to the person whose right thereto shall be established.	Article 729 Custody is a contract whereby the two parties entrust another person with a movable property, real estate, or a sum of money over which a dispute arises or the right to which is not established. The seized item shall be entrusted to the person to whom this person confirms its preservation, management, and return, along with the right to it.
Article 730 The Court may order judicial custody: i- in the cases provided for in the preceding article, when the parties concerned do not agree to custody; ii- When a party with an interest in a movable or an immovable has reasonable grounds to fear imminent danger to property as a result of its remaining in the hands of its possessor; iii- in other cases provided for by law.	Article 730 The judiciary may order custody: (1) In the cases referred to in the previous article, if the concerned parties do not agree on custody. (2) If the person with an interest in a movable property or immovable property has reasonable grounds to fear an immediate danger that the property will remain under A winning hand. (3) In other cases stipulated in the law.
Article 731 Judicial custody of wakf property may be ordered in the following cases: i- when the office of Nazir is vacant or in the event of litigation between co-nazirs or between persons claiming to have a right to the office of Nazir, or when there is an action for the removal of the Nazir, provided it is established that the judicial deposit is an indispensable measure in order to safeguard the contingent rights of the interested parties. In such a case the deposit ends upon the appointment of a Nazir to the wakf, whether such appointment is provisional or definite; ii- when the wakf is in debt; iii- When one of the beneficiaries of he wakf is an insolvent debtor. The deposit will be ordered in respect of his share alone, if such share can be isolated even by means of a provisional partition, and, if not, the deposit will be ordered in respect of all the property of the wakf; In both cases the deposit will only be ordered if it is the only means of protecting the rights of the creditors against the wrongful administration or bad faith of the Nazir.	Article 731 Judicial custody of suspended funds is permissible in the following cases: They claim Or he arose between his supervisors or a dispute between people If the endowment is vacant (1) the right to inspect it or there is a lawsuit filed to remove the supervisor, and all of this if it becomes clear that guarding is a necessary measure to preserve the rights that the concerned parties may have. The guardianship ends in these cases if a supervisor is appointed to manage the endowment, whether temporarily or permanently. The endowment was indebted. (2) If servant, and the receivership shall be for his share share of the beneficiaries is an insolvent civil (3) entire Alone if it is possible to separate it, even by temporary division. Otherwise, the endowment. In both cases, receivership must be the only means to avoid losing the creditors' rights due to the supervisor's mismanagement or bad intentions.
Article 732 The appointment of a receiver, whether by agreement or judicially, must be made with the unanimous consent of all the interested parties. Failing such consent, the receiver will be appointed by the judge.	Article 732 The appointment of the guard, whether the guarding is an agreement or a judicial one, shall be by agreement of all concerned parties. If they do not agree, the judge shall appoint him.

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Article 733 The obligations of the receiver, his rights and powers, are defined in the agreement or in the judgment ordering the deposit. In the absence of such definition, the provisions relating to deposit and to mandate will apply is so far as they do not conflict with the following provisions.	Article 733 The agreement or ruling requiring the receivership shall specify the obligations of the receiver and the rights and authority he has. Otherwise, the provisions of the deposit and the provisions of the agency shall apply to the extent that they do not conflict with the following provisions.
Article 734 A receiver is bound to ensure the preservation and administration of the property entrusted to him with the diligence of a reasonable person. A receiver may not, either directly or indirectly, appoint one of the interested parties in his place to carry out the whole or part of his mission, without the consent of the other parties.	Article 734 (1) The guard is obligated to preserve the property entrusted to him to guard and to manage these funds, and in all of this he must exercise the care of an ordinary man. (2) It is not permissible for him, directly or indirectly, to be replaced by any concerned party in performing all or some of his duties without the consent of others.
Article 735 Apart from administrative acts, a receiver must not act without the consent of all interested parties or the authority of the court.	Article 735 The guard may not act in anything other than administrative work except with the consent of relatives ·or with a license from the judiciaryThe whole matter
Article 736 A receiver may not be remunerated unless it has renounced all remuneration.	Article 736 ·Unless he dropped it The guard may receive a wage
Article 737 A receiver must keep regular books of account. The Judge may order his books to be stamped by the Court. He is bound to render to the interested parties, at least once each year, an account of the receipts and expenditure with supporting vouchers. If the receiver is appointed by the Court, he must also deposit a copy of his account at the Court's Registry.	Article 737 (1) The guard is obligated to keep organized books of account, and the judge may oblige him to keep books signed by the court. With what you receive and what (2) He is obligated to provide an account to the concerned parties every year at most With documents proving this and if the guard was appointed by him Spend it, boost Moreover, he must deposit a copy of this account with its clerk.
Article 738 The deposit comes to an end either by the agreement of all the interested parties or by decision of the Court. The receiver must then forthwith restitute the property entrusted to him to the person chosen by the interested parties or designated by the Judge.	Article 738 Or the judiciary rules. (1) Custody ends with the agreement of all concerned parties (2) The guard must then hasten to return the thing entrusted to his custody to the person chosen by the concerned parties or the person appointed by the judge.
Chapter IV **Aleatory Contracts**	**Chapter Four:** **Gharar Contracts**
Section I **Gaming and Betting**	**Chapter One:** **Gambling and Betting**
Article 739 Any agreement relating to a game of chance or a bet is void. A person who loses in a game of chance or on a bet may, notwithstanding any agreement to the contrary, reclaim what he has paid within three years from the time when he made payment. He may prove such payment by all available means.	Article 739 (1) Any agreement related to gambling or betting shall be void. (2) Anyone who loses in a gamble or bet has the right to recover what he paid within three years · from the time he paid what he lost, even if there was an agreement stipulating otherwise, and he has the right to prove what he paid in all ways.
Article 740 Bets between persons taking part personally in sports are excepted from the provisions of the preceding article. The Judge may, however, reduce the stake if excessive. Legally authorized lotteries are also excluded.	Article 740 (1) Excluded from the provisions of the previous article are bets made between the contestants In sports games, the judge may reduce the value of this bet in person ·in it If it is exaggerated (2) The share papers that are legally permitted are also excluded.
Section II **Life Announcements**	**The second semester, salary for life**

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Article 741 A person may for valuable consideration or gratuitously bind himself to pay another person periodical payments during his lifetime. This obligation may be created either by contract or by will.	Article 741 (1) A person may commit to paying another person a periodic salary for a period Life with or without compensation. (2) This obligation shall be through a contract or a will.
Article 742 A life annuity may be granted for the life of the beneficiary of the grantor or of a third party. In the absence of an agreement to the contrary, a life annuity is presumed to have been settled for the duration of the beneficiary's life.	Article 742 (1) The salary may be fixed for the life of the obligor, or for the life of the obligor, or for the life of another person. (2) The salary is considered fixed for the life of the obligor if there is no agreement to stipulate it Otherwise.
Article 743 Subject to the requirements of the law as to the form of contracts for gifts, a contract providing for an annuity is valid only if made in writing.	Article 743 Unless it is written, which is not The contract that determines the salary is not valid Violation of the special form required by law for donation contracts.
Article 744 A stipulation in the contract that a life annuity is not attached is only valid when the life annuity is settled gratuitously.	Article 744 It is not permissible to stipulate that it is not permissible to withhold the salary unless it has been decided as a donation.
Article 745 A beneficiary is only entitled to the annuity for the number of days for which the person on whose life the annuity has been settled lives. When, however, it is provided that the annuity is payable in advance, the beneficiary will be entitled to the installment which has fallen due.	Article 745 (1) The eligible person has no right to the salary except for the days lived by the person who decided the salary throughout his life. (2) However, if payment is stipulated in advance, the beneficiary has a right to the due installment .
Article 746 If the grantor does not fulfill his obligation, the beneficiary may demand due performance of the contract. He may also, if the contract is for valuable consideration, apply for the resiliation of the contract together with such damages as may be due.	Article 746 If the debtor does not fulfill his obligation, the person entitled to it has the right to demand the implementation of the contract. If it is to demand that the contract be annulled with compensation, he may also do so with compensation if he has a place.
Section III **Contracts of Insurance**	**Chapter Three:** **Insurance Contract**
General Provisions 1-	**-1 General provisions**
Article 747 Insurance is a contract whereby the insurer undertakes, in consideration of a premium or any other pecuniary payment, to pay to the assured or the beneficiary for whose benefit the insurance is contracted, a sum of money or annuity or any other pecuniary prestation upon The occurrence of the event of the risk is specified in the contract.	Article 747 Insurance is a contract under which the insurer is obligated to pay to the insured or to the beneficiary Or any compensation in whose favor the insurance was stipulated a sum of money or an arranged income. Another financial payment in the event of the accident occurring or the risk stated in the contract being realized, in exchange for a premium or any other financial payment made by the insured to the insurer.
Article 748 Provisions relating to insurance contracts, which are not mentioned in this Code, are regulated by special laws.	Article 748 Provisions related to the insurance contract that are not mentioned in this law are regulated by special laws.
Article 749 Any lawful economic interest which a person may have in the non-occurrence of a specified risk may be subject of insurance.	Article 749 The subject of insurance is every legitimate economic interest that accrues to a person from the non-occurrence of a specific risk.
Article 750 The following conditions in a policy of insurance are void: i- a condition providing for the forfeiture of the right to the benefit of the insurance on account of breach of the law or of regulations, unless such breach constitutes a crime or a deliberate misdemeanor;	Article 750 The following conditions stated in the insurance document shall be invalid: (1) The condition that stipulates the forfeiture of the right to insurance due to violation of laws and regulations, unless this violation involves an intentional felony or misdemeanor. (2) The condition that stipulates the forfeiture of the insurer’s right due to his delay in announcing the insured accident to the authorities or in submitting documents if it is evident from

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ii- a condition providing for the forfeiture of the rights assured on account of his delay in notifying the authorities of the occurrence of the risk insured or in producing documents, if it appears from the circumstances that there was a reasonable excuse for the delay; iii- a printed condition relating to cases involving nullity or forfeiture, which is not shown in a clear manner; iv- Any arbitration condition included in the general printed conditions of the policy and not as a special agreement distinct from the general conditions; v- any other clause of an arbitrary nature, the breach whereof appears to have no bearing on the occurrence of the event insured against.	The circumstances are that the delay was for an acceptable excuse. (3) Each printed condition did not clearly stand out and was related to the condition of Circumstances that lead to invalidity or lapse. (4) The arbitration clause if it is stated in the document among its general printed conditions, rather than in the form of a special agreement separate from the general conditions. (5) Every other arbitrary condition whose violation was found to have had no effect on the occurrence of the insured accident.
Article 751 The insurer shall only be bound to indemnify the assured for the actual loss arising as a result of the occurrence of the risk insured against, to the extent of the amount insured.	Article 751 The insurer is only obligated to compensate the insured for damage resulting from the occurrence of the insured ban, provided that this does not exceed the value of the insurance.
Article 752 Actions arising out of insurance contracts shall be barred by limitation after the expiation of three years from the date of the occurrence which gave rise to such actions. This period, however, shall only run: a- in the event of concealment of particulars or of false or inexact declarations of particulars, in respect of the risk insured against, from the day when the loser had knowledge thereof; b- In the event of the occurrence of the risk insured against, from the date when the interested parties had knowledge thereof.	Article 752 (1) Claims arising from the insurance contract shall lapse by the statute of limitations after three years have passed from the time of the occurrence of the incident that gave rise to these claims. (2) And with This period does not apply to: a. In the event of concealing data related to the risk insured against, or providing incorrect or inaccurate data about this risk except from the day the insurer became aware of it. B. In the event of the insured accident occurring, except from the day on which the concerned parties learned of its occurrence.
Article 753 Any agreement contrary to the provisions of this Section shall be void unless such agreement is in favor of the assured or of the beneficiary.	Article 753 Any agreement that contravenes the provisions of the texts contained in this chapter shall be invalid, unless this is for the benefit of the insured or for the benefit of the beneficiary.
2- Certain Classes of Insurance Life Insurance	**2-Some types of insurance: life insurance**
Article 754 Sums which the investor undertakes to pay, in the case of life assurance, to the assured or to the beneficiary, upon the occurrence of the event insured against or on the maturity date stipulated in the assurance policy, shall become due from the time of occurrence of the event or upon maturity, without it being necessary to establish that the assured or the beneficiary suffered any loss.	Article 754 The amounts that the insurer in life insurance is obligated to pay to the insured or to the beneficiary upon the occurrence of the insured accident or the expiration of the term stipulated in the insurance policy become due from the time of the accident or the expiry of the term without the need to prove damage to the insured or to the beneficiary.
Article 755 The assurance of the life of a third party is void unless such third party consents thereto in writing prior to the issue of the policy. If such third party is under legal incapacity the contract will not be valid unless consented to by his legal representative. Such consent is also necessary for the validity of the assignment of the right to the benefit under the assurance or for the validity of a mortgage on such a right.	Article 755 (1) Insurance on the life of third parties shall be void unless the third party agrees to it in writing beforehand. If this third party does not have the capacity, the contract shall not be concluded, except with the approval of his legal representative. (2) This approval is necessary for the validity of the transfer of the right to benefit from the insurance or for the validity of the mortgage of this right.
Article 756 The excess is released from the obligation to pay the	Article 756 (1) The insurer is released from his obligation to pay the insurance amount if the person commits suicide

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sum assured if the life assured commits suicide. The insurer shall, however, be bound to pay to the persons to whom the right reverts a sum equal to the amount of the insurance reserve. When suicide is due to an illness where by the patient lost control of his actions, the obligation of the loser remains in its entirety. It is for the loser to establish that the life assured died as a result of suicide and for the beneficiary to establish that the life assured had, at the time he committed suicide, lost control of his actions. When an assurance policy contains a clause by which the insurer is bound to pay the sum assured even if the suicide was committed voluntarily and knowingly by the life assured, such a clause is only enforceable if suicide was committed after two years from the date of the contract.	The insured is obligated to pay to those to whom the insured right on his life is transferred. It is equal to the value of the insurance reserve An amount If the patient loses his will, his commitment remains (2) If the cause of suicide was illness The believer must prove that the person whose life he insured died completely. And The believer stands. The beneficiary must prove that the insured was on his life at the time of his suicide committed suicide He has no will. (3) If the insurance policy includes a condition requiring the insurer to pay the insurance amount, even if the person committed suicide by choice and awareness, then this condition will not be effective. Unless the suicide occurred two years after the date of the contract.
Article 757 When an assurance is taken out on the life of a person other than the assured, the insurer is released from his obligations if the assured deliberately causes the death of the life assured or if the death occurs at his instigation. When a life assurance is taken out in favor of a person other than the assured, such person shall not benefit from the assurance if he has deliberately caused the death of the life assured or if such death occurred at his instigation. In case of an attempted homicide, the assured shall have the right to substitute another person for the beneficiary even if the beneficiary had already accepted the insurance benefit stipulated in his favor.	Article 757 the insurer's liability shall (1) If the insurance is on the life of a person other than the insured, be inherited upon the death of that person, or One of his obligations when the insured causes it intentionally Death at his instigation. this person will not (2) If life insurance is for the benefit of someone other than the insured, then In the event of the death benefit from the insurance if he intentionally causes it what happened by this person was Or the death occurred at his instigation. If merely an attempt to cause death, the insured has the right to replace the Another, even if the beneficiary had accepted what was stipulated for his benefit beneficiary with a person. insurance.
Article 758 It may be agreed in life assurance that the sum assured shall be paid either to person nominated or to persons to be nominated at a later date by the assured. The assurance shall be believed to have been made in favor of nominated beneficiaries if the assured stated in the contract that the assurance was made in favor of his spouse or his children or descendants, born or to be born, or of his heirs without reference to them by name. Should the assurance be contracted in favor of the heirs without their being named, such heirs shall be entitled to the sum assured in proportion to their respective shares in the inheritance. This right will develop on them even if they renounce their inheritance. By spouse is meant the person proved to have such capacity at the time of the death of the assured, and by children are meant the descendants proved to have the right to inherit at that time.	Article 758 (1) In life insurance, it is permissible to agree that the insurance amount will be paid, either to specific persons, or to persons appointed by the insured later. For the benefit of specific beneficiaries, if the insured is mentioned (2) The insurance is considered a contract In the document, the insurance is concluded for the benefit of his wife, children, or descendants, whether he is born or not, or for his heirs without mentioning their names. If the insurance is for the benefit of the heirs without mentioning their names, they have the right to the insurance amount, each in proportion to their share in the inheritance. This right is confirmed for them even if they are deprived of inheritance. (3) The husband means the person who has this capacity at the time of the death of the insured, and the children mean the descendants to whom the right to inheritance is proven at that time.
Article 759 An assured who has undertaken to pay periodical premiums may release himself from the contract at any time by written notice sent to the insurer prior to the expiration of the current period. In such event he shall be released from payment of subsequent premiums.	Article 759 The insured who has committed to paying periodic premiums may terminate the contract at any time by written notice sent to the insurer before the end of the current period. In this case, he will be released from liability for subsequent installments.
Article 760 In whole life contracts which do not contain a condition	Article 760 (1) In contracts concluded for life without requiring the insured to remain alive

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that the assured shall remain alive for a specified period and in all contracts providing for payment of the sum assured after a specified number of years, the assured may, after payment of at least three yearly premiums and notwithstanding any agreement to the contrary, convert the original policy into a paid up policy against a reduction of the sum assured. This provision is subject to the condition that the event insured against is bound to occur. Life assurance, if temporary, shall not be subject to reduction.	Alive for a specific period, and in all contracts stipulated that the insurance amount be paid after a number For a certain number of years, the insured may, if he has paid at least three annual installments, replace the original policy with a paid-up policy in exchange for a reduction in all of this, provided that the accident is the value of the insurance amount, even if it is agreed otherwise that the insured is certain to occur. ·(2) Life insurance is not subject to reduction if it is temporary
Article 761 Should the assurance be reduced, the reduction shall not exceed the following limits: i- in whole life contracts, the reduced sum assured shall not be less than the amount to which the assured would have been entitled if he had paid an equal amount to the assurance reserve on the date of the reduction, less 1% of the original sum assured, as if this sum had constituted a single premium payable in respect of an assurance of the same nature calculated according to the rates on the basis of which the original contract of assurance was concluded; ii- in contracts in which it is agreed that payment of the sum assured will be made after a certain number of years, the reduced sum assured shall not be less than a fraction of the original sum assured calculated proportionately to the premiums paid.	Article 761 If the insurance is reduced, it may exceed the following limits: (a) In contracts concluded for life, the reduced insurance amount may not be less than the value that the insured would have been entitled to if he had paid a reserve equivalent to 1% of the original insurance amount. The insurance from him on the date of the reduction is discounted, considering that this amount is the insurance consideration that must be paid. A one-time The insurance tariff that was stipulated in the contract payment for insurance of the same type and class Original insurance. (b) In contracts in which the insurance amount is agreed upon after a certain number of years, the reduced insurance amount may not be less than a portion of the original insurance amount in proportion to the premiums paid.
Article 762 The assured may also, after payment of at least three yearly premiums, surrender the policy, provided that the event insured against is bound to occur. A temporary assurance contract is not subject to surrender.	Article 762 It is also permissible, if he has paid at least three annual installments (1). The insured may liquidate the insurance on the condition that the accident insured against is certain to occur. ·(2) Life insurance is not liquidable if it is temporary
Article 763 Conditions relating to reduction and surrender are considered to form part of the general conditions of the assurance and should be included in the policy.	Article 763 Reduction and liquidation conditions are considered part of the general insurance conditions and must be met To be mentioned in the insurance document.
Article 764 Neither incorrect particulars nor misstatements as to the age of the life assured shall render the assurance void, unless the true age of the life assured exceeds the limit specified in the table of rates. In all other cases, if, as a result of incorrect particulars or misstatements, the premium agreed upon is less than the premium which should have been paid, the sum assured shall be reduced in the proportion that the agreed premium bears to the premiums which should be paid on the basis of the true age. Should, however, the agreed premium be higher than the premium which should have been paid on the basis of the true age of the life assured the investor shall be bound to refund, without interest, the excess received by him and to reduce the subsequent premiums to the limit corresponding to the true age of the assured life.	Article 764 (1) Neither false information nor error in the age of the person whose life insurance was contracted will invalidate the insurance, unless the actual age of the insured exceeds the specific limit stipulated in the insurance tariff. (2) In other cases, if the incorrect information or error results in the agreed upon premium being less than the premium that should have been paid, the insurance amount must be reduced in proportion to the ratio between the agreed upon premium and the premium that should be paid on the basis of the actual age. (3) If the premium agreed to be paid is greater than what should have been paid on the basis of the real age of the life insured, the insurer must return, without interest, the increase he obtained, and reduce the following installments to the extent that is proportional to the real age of the insured.
Article 765 In life assurance, the loser who has paid the sum	Article 765 In life insurance, the insurer who paid the insurance amount has no right to

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assured shall not be entitled to be subrogated to the rights of the assured or of the beneficiary against the person who caused the event insured against or against the person responsible therefor.	The subrogated person or the beneficiary of his rights before the one who caused the insured accident or before the person responsible for this accident.
Fire against Insurance	**Fire insurance**
Article 766 In insurance against fire, the loser is liable for all damage resulting from a fire or the beginning of a fire which may become an actual fire, or from the risk of a fire which may occur. His liability is not limited solely to the damage resulting directly from the fire but also includes damage which is necessarily the result of the fire and particularly damage caused to things covered by the insurance by reason of salvage measures or of measures to prevent the extension of the fire. fire. Notwithstanding any agreement to the contrary, the loser is also liable for the loss or disappearance of the things covered by the insurance, occurring during the fire, unless he can establish that this was occasioned by theft.	Article 766 (1) In fire insurance, the insurer is responsible for all damages resulting from a fire, or from the beginning of a fire that could become a full-blown fire, or for a fire risk that could materialize. (2) His obligation is not limited to the damages arising directly from the fire, but, in particular, what is sustained also covers the damages that are an inevitable result of that damage to the insured objects due to taking rescue means or to prevent the spread of the fire. (3) He will be responsible for the loss or disappearance of insured items during a fire unless it is proven that this was the result of theft, even if something else is agreed upon.
Article 767 An additional guarantees compensation for all damage resulting from fire, even if the fire broke out due to a defect in the thing insured.	Article 767 The insurer guarantees compensation for damages resulting from a fire, even if this fire arose from a defect in the insured item.
Article 768 An assumer is liable for damage resulting from the unintentional fault of the insured and also for any damage resulting from a fortuitous event of force majeure An assumer is not, however, responsible for losses damage caused deliberately or fraudulently by the insured, not with any outstanding agreement to the contrary.	Article 768 (1) The insurer is responsible for damages arising from the fault of the insured other than him. He will also be responsible for damages resulting from a sudden accident or Intentional force majeure. (2) As for losses and damages caused by the insured intentionally or fraudulently, the insurer will not be responsible for them even if it is agreed otherwise.
Article 769 An insured is liable for damage caused by persons for whose acts the insured is responsible, whatever may the nature or extent of their faults.	Article 769 The insurer is asked about damages caused by people for whom the insured is responsible, including the type and extent of their fault.
Article 770 Should the thing insured be encumbered with a pledge, mortgage or other real warranty, these rights will be transferred to the compensation due to the debtor by virtue of the contract of insurance. If these rights have been published or notified to the loser, even by letter sent by registered post, the loser is only entitled to pay the amount due by him to the insured with the consent of the creditors. When the thing insured has been attached or has been placed in a judicial deposit, the loser, if notified thereof in the manner set out in the preceding paragraph, shall not pay any sum due by him to the insured.	Article 770 (1) If the insured item is encumbered by a possessory mortgage, insurance mortgage, or other real security, these rights are transferred to the compensation due to the debtor under the insurance contract. (2) If these rights are made public or announced to the insurer, even by written letter, it is not permissible for him to pay what he owes to the insured except with the consent of the creditors. (3) If the insured thing is seized or this thing is placed under guard, the insurer is not permitted, if this is announced in the manner indicated in the previous paragraph, to pay the insured anything of what he owes.
Article 771 The loser shall be, by virtue of law, subrogated into the rights of action of the insured against the author of the act causing the damage involving the responsibility of the loser, to the extent of the compensation he has paid in respect of the fire, unless the author of the	Article 771 The insurer is legally liable for the compensation it paid for the fire in the claims that the insured has against the person who, through his actions, caused the damage that resulted in the insurer's liability, Or a son-in-law of the insured person unless the one who caused the damage was a close relative. They live with him in the same household, or are a person for whose actions the insured is responsible.

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Damage is a relative of or related by marriage to the insured living together in the same house, or a person for whose actions the insured is responsible.	
Chapter V **Suretyship**	**Chapter Five:** **Bail**
Section I **The Elements of Suretyship**	**Chapter One:** **Elements of Sponsorship**
Article 772 Suretyship is a contract whereby a person guarantees the performance of an obligation by giving an undertaking to the creditors to fulfill such obligation should the debtor fail to do so.	Article 772 Guarantee is a contract whereby a person guarantees the performance of an obligation by pledging to the creditor that he will fulfill this obligation if the debtor himself does not fulfill it.
Article 773 Suretyship can only be established by writing, even if the principal obligation can be established by oral evidence.	Article 773 The guarantee shall only be proven in writing, even if the possessor is able to prove the original obligation with evidence.
Article 774 When a debtor undertakes to offer a surety, he is bound to produce a solvent person residing in Egypt or an adequate real security instead of the surety.	Article 774 who is affluent and residing in Egypt. And to him Yes, he must present a person if he commits to providing a sponsor In lieu of the guarantor, he must provide adequate insurance in kind.
Article 775 Suretyship may be given without the knowledge and even in spite of the opposition of the debtor.	Article 775 It is also permissible despite his opposition. It is permissible to guarantee the debtor by means other than his work
Article 776 Suretyship is valid only if the obligation to which it applies is valid.	Article 776 A guarantee is not valid unless the obligation guaranteed is valid.
Article 777 When a person guarantees the obligation of a debtor who is legally incapable and such guarantee is given because of the debtor's lack of capacity, the surety is bound to perform the obligation if the guaranteed debtor fails to do so himself.	Article 777 Whoever guarantees an obligation for someone who lacks capacity, and the guarantee is due to lack of capacity, he is obligated to implement the obligation if the guaranteed debtor does not implement it.
Article 778 Suretyship may be entered into in respect of a future debt, if the amount for which the guarantee is given is fixed beforehand. Suretyship may also be entered into in respect of a conditional liability. A surety however who has given his guarantee for a future debt, but has not fixed the duration of such guarantee, may revoke his guarantee at any time provided that the guaranteed debt has not been created.	Article 778 (1) A guarantee is permissible in a future debt if the amount guaranteed is determined in advance, and a guarantee is also permissible in a conditional debt. he has the (2) However, if the guarantor of the future debt does not specify a period for the guarantee, right to withdraw it at any time as long as the guaranteed debt has not arisen.
Article 779 Surety entered into in respect of a commercial debt is considered to be a civil act, even if the surety is a trader. The suretyship resulting from a backer's signatures and endorsements on negotiable instruments, is always considered to be a commercial act.	Article 779 (1) A guarantor of a commercial debt is considered a civil servant, even if the guarantor is a merchant. (2) However, the guarantee arising from the provisional guarantee of commercial papers or from the endorsement of these papers shall always be considered a commercial act.
Article 780 Suretyship cannot be entered into in respect of a sum greater than that due by the debtor, nor can it be subject to more onerous conditions than the debt guaranteed. Suretyship may be entered into in respect of a smaller sum and subject to less onerous conditions.	Article 780 (1) A guarantee is not permissible for an amount greater than what is owed by the debtor, nor under a condition more severe than the conditions of the guaranteed debt. (2) However, bail is permissible for a smaller amount and with lighter conditions.
Article 781 In the absence of an express agreement, suretyship extends to the accessories of the debt, to the expenses of the first demand for payment and to the expenses	Article 781 If there is no special expenditure, the guarantee includes debt attachments, the expenses of the first claim, and any new expenses after notifying the sponsor.

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incurred after notice has been given to the assurance.	
Section II. **The Effects of Suretyship**	**Chapter II** **Effects of sponsorship**
1- The Relationship between the Surety and the Creditor	**The guarantor creditor has the relationship - 1**
Article 782 A surety is discharged simultaneously with the debtor, and is entitled to avail himself of all defenses that are open to the debtor. When, however, the defense raised by the debtor is based on his lack of legal capacity, the surety who was cognizant thereof at the time the contract was entered into is not entitled to raise this defense.	Article 782 (1) The guarantor is absolved as soon as the debtor is acquitted, and he has the right to cling to all the grounds that the debtor asserts. (2) However, if the debtor's argument is to invalidate his capacity and the guarantor was aware of that at the time of the contract, he has no right to use this as an argument.
Article 783 When the creditor has accepted a thing of another kind in payment of the debt, the surety is discharged, even if the thing given in payment is revendicated.	Article 783 If the creditor accepts to collect something else in exchange for the debt, the guarantor will be discharged, even if he is entitled to this thing.
Article 784 A surety is discharged to the extent of the value of any warranties which the creditor has lost by his own fault. The warranties referred to in this article are the securities assigned to guarantee the debt, even if they are provided after the suretyship was entered into; Also any securities provided in accordance with the Law.	Article 784 (1) The guarantor shall be discharged to the extent of the guarantees lost by the creditor due to his mistake. (2) In this article, guarantees mean every insurance allocated to guarantee the debt, even if it is decided after the guarantee, and every insurance is established by law.
Article 785 A surety is not discharged merely by reason of the creditor's delay in taking proceedings or of the creditor not taking proceedings. A surety is, however, discharged if the creditor does not take proceedings against the debtor within six months from the date of the summons served on him by the surety, unless the debtor himself provides an adequate guarantee to the surety.	Article 785 (1) The guarantor shall not be discharged merely because the creditor was late in taking the measures or denied that he had not taken them. (2) Provided that the guarantor is discharged if the creditor does not take measures against the debtor within six months from the guarantor's warning to the creditor, unless the debtor provides the guarantor with sufficient guarantee.
Article 786 When a debtor becomes bankrupt, the creditor is bound to prove his debt in the bankruptcy, under penalty of being deprived of his remedy against the surety to the extent of the loss suffered by the surety as a result of the creditor's failure to prove his debt .	Article 786 If the debtor becomes bankrupt, the creditor must advance the debt in bankruptcy. Otherwise, his right to starvation falls on the guarantor to the extent of the damage the latter suffered due to the creditor's negligence.
Article 787 A creditor is bound to hand over to the surety, at the time of the discharge of the debt, all documents that are necessary to enable him to exercise his right of action. When a debt is secured by a pledge of an movable or by a right of retention on a movable, the creditor must surrender such securities to the surety. When, however, the debt is secured by a charge on an immovable property, the creditor must comply with the formalities required for the transfer of such security. The expenses of such transfer are borne by the surety, subject to his right of action against the debtor.	Article 787 (1) The creditor is obligated to deliver to the guarantor, at the time of repayment of the debt, the necessary documents to exercise his right of recourse. (2) If the debt is secured by a mortgaged or foreclosed movable property, the creditor must relinquish it to the guarantor. (3) If the debt is guaranteed by real estate insurance, the creditor is obligated to take the necessary procedures to transfer this insurance, and the guarantor shall bear the transportation expenses, provided that he returns them to the debtor.
Article 788 A creditor has not the right to take proceedings against the certainty alone, unless he has first taken proceedings against the debtor. He can only levy execution on the property of the surety	Article 788 (1) The creditor may not have recourse against the guarantor alone except after recourse against the debtor . (2) He may not enforce the guarantor's property except after stripping the debtor of his property

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after he has distrained all the property of the debtor; it is for the surety, in such a case, to claim this right.	The right to this maintains that this situation is in the guarantor's possession of his money
Article 789 When a surety demands that the debtor's property shall first be distrained, he must at his own expense indicate to the creditor property of the debtor sufficient to satisfy the whole debt. Property so indicated by the surety will not be taken into account if it is situated outside Egyptian territory, or if it is subject to a dispute.	Article 789 (1) If the guarantor requests abstraction, he must, at his expense, guide the creditor to funds belonging to the debtor that will satisfy the entire debt. (2) It does not refer to the funds indicated by the sponsor, if these funds are located outside Egyptian territory, or are disputed funds.
Article 790 When the surety has indicated property belonging to the debtor, the creditor will be responsible to the surety for the debtor's insolvency if the creditor fails to take the necessary proceedings in due time.	Article 790 In all cases in which the guarantor gives access to the debtor's funds, the creditor shall be responsible to the guarantor for the insolvency of the debtor resulting from his failure to take the necessary measures in a timely manner.
Article 791 When a real security is assigned either by law or by agreement as guarantee of a debt, and suretyship is also entered into later or at the same time, without a stipulation that the surety is jointly and severally liable with the debtor, the surety's Property can only be seized and sold after the real security assigned as guarantee has been realised.	Article 791 If there is an in-kind insurance allocated by law or agreement to guarantee those who guarantee debtor, then execution it after or with this insurance, and the guarantor is not jointly with the on the guarantor's funds may not be carried out except after execution on the funds allocated for this insurance.
Article 792 When there are several sureties for the same debt by one contract and it does not provide for their joint and several liabilities, the debt is apportioned between them and the creditor has only a right of action against each of the sureties to the extent of his share in the suretyship. If several sureties have undertaken to guarantee the same debt by successful contracts, each surety is liable for the whole debt, unless he has reserved the right to apportion the liability among the co-sureties.	Article 792 (1) If there are multiple guarantors for one debt and one contract and they are not jointly liable among themselves, the debt shall be divided among them, and the creditor may not demand from each guarantor except to the extent of his share in the guarantee. (2) If the guarantors have committed to successive contracts, then each one of them shall be, unless he has reserved for himself the right of division. Responsible for all religion
Article 793 A surety who has jointly and severally guaranteed the debtor cannot demand that the debtor's property first be distrained.	Article 793 The guarantor in solidarity with the debtor may not request abstraction.
Article 794 A surety who has jointly and severally guaranteed the debtor may avail himself of all defenses which a surety who is not jointly and severally liable may invoke with regard to the debt.	Article 794 The joint guarantor may cling to any defenses related to the debt maintained by the non-solidarity guarantor.
Article 795 Judicial and legal sureties are always jointly and severally liable.	Article 795 In judicial or legal guarantees, the guarantors are always joint.
Article 796 When there are several sureties jointly and severally liable, a surety who has paid the whole debt on maturity may call upon each of the other sureties to pay his share of the debt as well as a proportional part in the share of any joint and several surety who is insolvent.	Article 796 If the guarantors are in solidarity with each other and one of them pays the debt when it falls due, he has the right to claim from each of the others his share in the debt and his share in the share of the insolvent among them.
Article 797 A certainty may be guaranteed by another certainty. In such a case, the creditor may not call upon the principal surety's guarantee until he has taken action against the principal surety, unless two sureties are themselves	Article 797 It is permissible for the guarantor to be guaranteed, and in this case the creditor may not deter a guarantor from the guarantor. The guarantor before returning to the guarantor, unless the guarantor is a joint guarantor

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jointly and severally liable.	
2- The Relationship between the Surety and the Debtor Article 798	**The debtor is the guarantor between what is the relationship - 2**
A surety must give the debtor notice before paying on pain of forfeiture of his right of action against the debtor, if the latter has himself paid the debt or has grounds, at the date of maturity, for having the debt declared void or extinguished. If the debtor does not object to the payment, the surety retains his right of action against him, even though the debtor had himself paid the debt or had grounds for having the debt declared void or extinguished.	Article 798 (1) The guarantor must notify the debtor before he pays the debt, otherwise he will lose his right of recourse against the debtor if he has paid the debt or if he has reasons at the time of maturity to invalidate or expire the debt. (2) If the debtor does not object to payment, the guarantor still has the right to recourse against him, even if the debtor has paid the debt or has reasons for its invalidity or expiration.
Article 799 A surety who has paid the debt is subrogated to all the rights of the creditor against the debtor; if however he pays only part of the debt, the surety can only exercise such rights in respect of that part he has paid after the creditor has recovered from the debtor the whole of the debt due.	Article 799 his rights against If the guarantor pays the debt, he has the right to replace the creditor in all of the debtor. But if he only repays part of the debt, he does not return what he paid until after the creditor has recovered all of his rights from the debtor.
Article 800 A surety who has paid the debt has a right of action against the debtor whether the suretyship was entered into with or without the knowledge of the debtor. This right of action includes the right to claim the capital amount of the debt, interest and expenses. The surety, however, only has a right of action in respect of those expenses which he has incurred from the date he has notified the principal debtor of the proceedings taken against him. A surety is entitled to interest at the legal rate on all amounts that he has paid from the date of payment.	Article 800 (1) The guarantor who paid the debt has the right to have recourse against the debtor, whether the guarantee was concluded through his work or without his knowledge. (2) He shall return the principal of the debt, interest, and expenses, provided that with regard to expenses, he shall return only for what he paid from the time he informed the original debtor of the measures that were taken against him. (3) The guarantor shall have the right to legal interest for everything he has paid, starting from the day of payment.
Article 801 When there are several debtors jointly and severally liable for one and the same debt, surely he who has guaranteed them all, has a remedy against each of them for all that he has paid in respect of the debt.	Article 801 If there are multiple debtors in one debt and they are joint and several debtors, the guarantor who guaranteed of the debt he has paid. all of them has the right to claim from any of them all
SECOND PART **REAL RIGHTS**	
BOOK III **The Principal Real Rights**	**Book Three:** **Original Real Rights**
Chapter I **The Right of Ownership**	**Chapter One:** **Property Right**
Section I The Right of Ownership in General	**Chapter One:** **Property rights in general**
Sanctions and Limits 1-	**1- Its scope and means of protection**
Article 802 The owner of a thing has alone, within the limits of the law, the right to use, enjoy and dispose of it.	Article 802 The owner of a thing alone has, within the limits of the law, the right to use, exploit and dispose of it.
Article 803 The owner of a thing also owns everything that constitutes an essential element of the thing owned and which cannot be separated therefrom without the thing owned perishing, deteriorating or changing. The ownership of land includes that which is above and Below, as far as it can be usefully enjoyed in height and depth.	Article 803 (1) The owner of a thing owns everything that is considered one of its essential elements, such that it cannot be separated from it without being destroyed, damaged, or changed. (2) Ownership of land includes what is above it and what is below it to the extent useful for enjoying it, whether in height or depth. (3) It is permissible, by law or agreement, to be the ownership of the surface of the land

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The ownership of the surface of the land may, by law or by agreement, be separated from that which is above it and that which is below it.	.Below it what or above it what is a separate property
Article 804 In the absence of a provision of the law or of an agreement to the contrary, ownership carries with it the right to all fruits, products and accessories of the thing owned.	Article 804 The owner of the thing has the right to all its fruits, products and accessories unless there is a text or agreement to the contrary
Article 805 No one can be deprived of his property except in the cases and in the manner provided for by law and upon payment of fair compensation.	Article 805 No one may be deprived of his property except in the circumstances determined by law. He may not be deprived in the manner prescribed by it, in exchange for fair compensation.
Ownership of Right the on Restrictions 2-	**-2 Restrictions on the right of ownership**
Article 806 An owner must, in the exercise of his rights, comply with the laws, decrees and regulations having for their object the interests of the public and of individuals. He must also observe the following provisions.	Article 806 To exercise his right, he must take into account what is required by laws, decrees and regulations. He must also take into account the following provisions relating to the public interest or private interest:
Article 807 The owner must not exercise his rights in an excessive manner detrimental to his neighbors property. The neighbors have no right of action against his neighbor for the unusual unavoidable inconveniences resulting from the neighborhood, but he may claim the suppression of such inconveniences if they exceed the usual limits, taking into consideration in this connection, custom, the nature of the properties, their respective situations and the use for which they are intended. A license issued by a competent authority is not a bar to the exercise of such a right of action.	Article 807 (1) The owner must not exaggerate in using his right to an extent that harms the neighbor's property. (2) The neighbor does not have the right to retaliate against his neighbor regarding the usual harms of the neighborhood that cannot be avoided, but rather he has the right to request the removal of these harms if they exceed the usual limit, taking into account custom, the nature of the properties and the location of each. The license issued by the competent authorities does not preclude the use of this right in relation to the other, and the purpose for which it is intended.
Article 808 A person who constructs a private canal or drain in conformity with the regulations in force has the exclusive right to its use. Neighboring owners may, however, use the canal or drain for the irrigation or the drainage required for their land after the owner of the canal or the drain has used it to satisfy his own needs. The neighboring owners must, in such case, contribute to the cost of construction and of maintenance of the canal or drain, each in proportion to the area of land benefiting thereby.	Article 808 The regulations for this were his (1) Whoever establishes a private watering hole or drain He alone has the right to use it. Therefore, it is permissible for the interlocutors to use the irrigator or drain (2) along with whatever irrigation or drainage their lands need, after the owner of the irrigator or drain has satisfied his need for it. In this case, the neighboring owners must share in the expenses of establishing and maintaining the watershed or drain in proportion to the area of their lands that benefit from it.
Article 809 An owner must allow a passage through his land of the water necessary for the irrigation of land situate at a distance from the source of the water and of drainage of water coming from neighboring properties, so that it may flow into the nearest public drain, provided that hi is adequately compensated.	Article 809 The landowner must allow sufficient water to pass through his land to irrigate lands far from the water source, as well as wastewater coming from neighboring lands to flow into the nearest public drain, provided that he is compensated fairly for this.
Article 810 When damage is caused to land by a canal or drain which crosses it, either by reason of failure to clear the drain or by reason of the bad state of its banks, the owner of the land has the right to claim adequate compensation for the damage done.	Article 810 If damage befalls the land from a watering can or a drain running through it, whether this is the case of bridges, then the landowner, whether resulting from lack of disinfection or from bad, may demand adequate compensation for the damage he sustained.
Article 811	Article 811 If the beneficiaries of a watering can or drain do not agree to carry out repairs

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users common the between agreement of absence the In of a canal or drain as to the execution of the necessary repairs, they may, upon the demand of one of them, be compelled to contribute to the cost of such repairs.	necessary, they may be obligated to participate in it upon the request of any one of them.
Article 812 An owner whose land is cut off from, or has no adequate exit on to, a public road, shall, if he cannot obtain an exit to the public road without great expense or great difficulty, have a right of way over the neighboring land as may be necessary for the normal working and use of his land and as long as his land continues to be so cut off, subject to payment of fair compensation. This right of way must be exercised over land and at the place where the passage causes the least possible damage. If the land is cut off from the public road as a result of the property having been divided in consequence of a legal disposition, and it is possible to provide an adequate right of way over parts of the land so divided, the right of way can be claimed over those parts.	Article 812 (1) The owner of land that is blocked off from the public road, or to which there is insufficient access, if it is not possible for him to reach that road except at the expense of the road, has the right of passage through the adjacent lands to the extent that it is exorbitant or great hardship, necessary to exploit his land and use it in the usual manner, as long as it is This land is closed off from the public road, in exchange for compensation that will cause less damage and in a place where that will be achieved. (2) However, if the confinement on the public road results from the division of a property into sufficient parts based on a legal disposition, and it is possible to find a passageway for this property, the right of way may not be claimed except in these parts.
Article 813 Every owner has the right to compel his neighbors to place boundary marks along the boundaries of their adjoining properties. The cost of such delimitation will be shared between them.	Article 813 Every owner has the right to force his neighbor to set the boundaries of their adjacent properties, and the renewal expenses shall be shared between them.
Article 814 An owner of a party wall has the right to make use of it for the purpose for which it was intended and to use it for the support of beams to carry his own roof, provided that the wall has not to support too great a weight for its strength. When a party wall becomes unfit for the purpose for which it is normally intended, the cost of repairs or reconstruction will be borne by the co-proprietors in proportion to their respective shares.	Article 814 And (1) the owner of the shared wall has the right to use it according to the purpose for which it was prepared, placing beams on top of it to support the roof without burdening the wall beyond its capacity. (2) If the shared wall is no longer fit for the purpose for which it was normally allocated, then the expense of repairing or renewing it shall be borne by the partners, each in proportion to his share in it.
Article 815 An owner may, if he has good reason to do so, heighten a party wall, provided that he does not thereby cause serious prejudice to his co-owner. He must alone bear the cost of heightening as well as the maintenance of the part so heightened and carry out the necessary work, so that the wall may support the extra weight due to the heightening without its strength being diminished. If the party wall is not able to support the heightening, the co-owner who desires to heighten the wall must reconstruct the wall entirely at his own cost, in such a way as the thickening shall, as far as possible, abut on his side . The reconstructed wall remains, apart from the heightened parts, a party wall, but the neighbors who have re-heightened the wall cannot claim compensation whatever.	Article 815 (1) If the owner has a serious interest in raising the joint wall, he may raise it, provided that he does not cause serious harm to his partner, and he alone must spend on raising and maintaining the raised part, and do what is necessary to make the wall bear the increased burden resulting from the raising without losing any of its strength. . (2) If the shared wall is not fit to bear the elevation, then whoever of the partners who desire it must rebuild the entire wall at his expense, so that the increased thickness falls on his side as much as possible, and the wall remains in addition to the shared elevated part, without The neighbor who caused the elevation shall have the right to compensation .
Article 816 A neighbors who have not contributed to the expense of heightening may become a co-proprietor of the heightened part if he pays half the cost thereof and the value of half of the ground covered by the increased thickness, if any.	Article 816 The neighbor who did not contribute to the elevation expenses may become a partner in the elevated portion if he pays half of what was agreed upon and the value of half the land on which the increase is built, if there is an increase.

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Article 817 In the absence of proof to the contrary, a wall which at the time of its construction separated two buildings is considered to be a party wall up to the point at which it ceases to be a common wall to the two buildings.	Article 817 A wall that, at the time of its construction, serves as a separation between two buildings is considered shared until it separates them, unless evidence to the contrary is provided.
Article 818 An owner cannot compel his neighbors to walk in his property to assign to him a part of a wall or of the land on which the wall is constructed, except in a case provided for in Article 816. An owner of a wall may not, however, demolish the wall on his own initiative if the demolition injures his neighbor whose property is closed in by it, unless he has good reason for so doing.	Article 818 (1) A neighbor has no right to force his neighbor to enclose his property or to leave part of a wall or the land on which the wall is located, except in the case mentioned in Article 816. Therefore, the owner of the wall does not have the right to demolish it voluntarily without a strong excuse, if (2) and despite this, he harms the neighbor who protects his property with the wall.
Article 819 A neighbor is not entitled to have a direct view over his neighbor at a distance of less than one meter. This distance is measured from the outside face of the wall in which the opening is made or from the outside line of the balcony or other projection. If a direct view has been acquired by prescription of a distance of less than one meter over the property of a neighbor, such neighbor cannot himself build at a distance of less than one meter, measured in the indicated manner above, as long as the whole length of the building in which the view was opened.	Article 819 (1) It is not permissible for a neighbor to have a facing view over his neighbor at a distance of less than a meter, and the distance is measured from the back of the wall that has the view, or from the edge of the entrance or outside. (2) If someone gains by prescription the right to a view facing the neighbor's property at a distance of less than a meter, then this neighbor has no right to build on less than a meter, measured in the previously described manner, according to the length of the building into which the view was opened. It is not permissible for a neighbor to have a skewed view over his neighbor at a distance of less than. However, this prohibition is lifted if the view fifty centimeters from the edge of the deviated view on the neighboring property is at the same time a view facing the public road.
Article 820 A neighbor is not entitled to have an oblique view over the property of his neighbor at a distance less than fifty centimeters from the outside edge of the opening. The prohibition ceases to have effect if the oblique view over the neighboring property is at the same time as a direct View over a public road.	Article 820 It is not permissible for a neighbor to have a skewed view over his neighbor at a distance of less than. However, this prohibition is lifted if the view fifty centimeters from the edge of the deviated view on the neighboring property is at the same time a view facing the public road.
Article 821 No distance is laid down for an opening for a light shaft if the base of the opening is above the limit of the normal height of a man and if the opening is intended only for air and light and cannot give a view over the neighboring property.	Article 821 No distance is required to open the skylights, as their base is higher than the usual human height, and their purpose is only for the passage of air and the penetration of light, without the possibility of ruining them on the neighboring property.
Article 822 Factories, wells, steam engines and establishments injurious to neighbors must be constructed at the distance and subject to conditions laid down by regulations.	Article 822 Factories, wells, steam engines, and all shops that are harmful to neighbors must be established within the distances specified in the regulations and under the conditions they impose.
Article 823 If a contract or a will contains a clause stipulating the inalienability of a property, such a clause will only be valid if based on a legitimate reason and limited to a reasonable duration. The reason is deemed to be legitimate if the alienability is stipulated with a view of protecting a lawful interest of the person disposing of the property or of the person in whose favor the property is disposed of, or of a third party. A reasonable duration may extend for the life of the person disposing of, or the person in whose favor the property is disposed of, or of a third party.	Article 823 (1) If the contract or will includes a condition prohibiting the disposal of property, this condition is not valid unless it is based on a legitimate motive and is limited to a reasonable period. (2) The motive is legitimate if the purpose of preventing the disposal is to protect the legitimate interest of the disposer, the recipient, or a third party. (3) The reasonable period may extend to the life of the disposer, the recipient, or a third party.

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Article 824 When the clause as to inalienability in the contract or the will is valid in accordance with the provisions of the preceding article, any alienation contrary to such clause is void.	Article 824 If the condition prohibiting disposal contained in the contract or will is valid in accordance with the provisions of the previous article, then any disposal that violates it is invalid.
Ownership Joint 3-	**3- Common**
Provisions Related to Joint Ownership	**ownership provisions**
Article 825 When two or more persons are owners of the same thing, but their respective shares are not divided, they are co-owners and, in the absence of proof to the contrary, their shares are deemed to be equal.	Article 825 If two or more people own something that is not divided, each of them has a share in it, then they are joint partners, and the shares are considered equal if there is no evidence to the contrary.
Article 826 Every co-owner in common is the absolute owner of his share. He may alienate his share and collect the fruits thereof and make use of his share provided he does not infringe the rights of the other coowners. If, however, the alienation relates to a specific part in the property held in common, and such part does not come within the share of the settler when a partition is made, the right of the acquirer is transferred to the part that has devolved on the settler as a result of the partition with effect from the moment of the alienation. If the acquirer did not know that the settler was not the owner of the specific part of the property which he has alienated he shall have the right to demand the cancellation of the alienation.	Article 826 (1) Every joint partner fully owns his share, and he has the right to dispose of it, seize its fruits, and use them in a way that does not harm the rights of the other partners. (2) If the disposition is based on a separate part of the common property and this part does not fall into the share of the disposer upon division, the right of the disposer shall be transferred to him from the time of disposal to the part that goes to the disposer by way of division and to the disposer, if he is unaware that the disposer does not own the property being disposed of. Detachment, right to action heroes.
Article 827 In the absence of an agreement to the contrary, the management of a property held in common belongs jointly to all the owners in common.	Article 827 The management of common property shall be the right of the partners together unless there is an agreement to the contrary
Article 828 A decision taken by the majority of the co-owners as to ordinary acts of management is binding on all of them. The shall be calculated on the basis of the value of their majority shares. Failing a majority, the Court may, upon the application of any one of the co-owners, take such measures as may be necessary in the circumstances and appoint, if needs be, a manager to manage the property owned in common. The may select a manager and may also establish rules for the majority management and fuller enjoyment of the property owned in common, which rules shall also be binding upon the successors in title of all the co-owners whether such successors in title are universal or particular . A co-owner who conducts the management of the joint property, without any objection being raised by the other co-owners, is considered to be their obligation.	Article 828 (1) Whatever the opinion of the majority of partners is based on in the usual management activities is binding on all. The majority is calculated on the basis of the value of the shares. If there is no majority, the court may, upon the request of one of the partners, take such measures as are necessary, and it may appoint, when necessary, someone to manage the common property. (2) The majority also has the right to choose a manager, and they also have the right to establish a rule for management, and it applies even to the successors of all partners, regardless of whether the use of common property is legal, whether the successor is general or specific. (3) If one of the partners assumes management without objection from the rest, he shall be considered their agent.
Article 829 Co-owners who own at least three quarters of the property held in common may decide, with a view to obtain greater enjoyment of the property, to make essential modifications or changes, in the use for which the property was intended, which exceed the normal scope of management, provided that these decisions are notified to the other co-owners. Dissenting co-owners	Article 829 (1) The partners who own at least three-quarters of the common property may decide, in order to improve the use of this property, to make fundamental changes and modifications in the purpose for which it was prepared that go beyond the limits of usual management, provided that they announce the decision to the remaining partners. Anyone who disagrees has the right to return to court within two months from the time of the announcement. (2) The court may, upon recourse, if it agrees with the decision of that majority, to

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have a right of action in the Courts within two months from the date of notification. The Court before which such an action is brought may, if it approves the decision taken by the majority, also order measures of expediency. The Court may, in particular, order that security be given to the dissenting co-owners so as to guarantee any compensation that may become due to him.	These are the measures you deem appropriate. In particular, it may order that the violating partners be given a guarantee guaranteeing the payment of whatever compensation they may be entitled to.
Article 830 Each co-owner may also, even without the consent of the other co-owners, take necessary measures for the preservation of the property in common.	Article 830 Every joint partner has the right to take whatever means necessary to preserve the thing, even if that is without the approval of the other partners.
Article 831 In the absence of any provision to the contrary, the cost of the management of a property held in common, as well as the cost of its preservation, the taxes payable thereon, and all other charges resulting from the common holding or connected with the property held in common, shall be borne by all the co-owners each proportionally to his share.	Article 831 The expenses of managing and preserving the common property, the taxes imposed on it, and all other costs resulting from the common property or imposed on the property, shall be borne by all partners, each according to his share, unless there is a provision stipulating otherwise.
Article 832 Co- owners who possess three-quarters at least of the property held in common may decide to alienate the property, provided that their decision is founded on serious grounds and that the decision is notified to the other co-owners. A dissenting co-owner has a right of action before the Court within a delay of two months from the date of notification. The Court will decide, in accordance with the circumstances, in a case where the partition of the property held in common is contrary to the interests of the coowners, whether the alienation of the property should be carried out.	Article 832 Partners who own at least three-quarters of the common property may decide to dispose of it if they base this on strong reasons, provided that they announce their decisions to the remaining partners. Anyone who disagrees has the right to return to court within two months from the time of the announcement. When the division of common property is harmful to the interests of the partners, the court may determine, according to the circumstances, whether the disposition is obligatory .
Article 833 A co-owner of a movable or of a property consisting of movables and immovables may, before partition, repurchase any undivided share which has been sold by another co-owner to a third person. Such repurchase must be made within a delay of thirty days from the day on which he had knowledge of the sale or from the day on which the sale was notified to him. The right of repurchase is exercised by means of a notified summons to both the seller and the buyer. The co-owner who has repurchased the share sold will be subrogated into all the rights and obligations of the purchaser if he compensates him for all that he has spent. If several co-owners exercise their right to repurchase, each of them shall have the right to repurchase a portion proportional to his share.	Article 833 (1) A partner in a common movable property or in the total amount of money may recover, before division, the common share that another partner sold to a foreigner by way of practice, within thirty days from the date of his knowledge of the sale or from the date of his notification of it. The recovery shall be effected by an announcement addressed to both the seller and the buyer and shall be resolved. The refunder replaces the buyer in all his rights and obligations if he compensates him for everything he spent. (2) If there are multiple recoveries, each of them may recover in proportion to his share.
The Cessation of Joint Ownership by Partition Article 834 Every co-owner may demand the partition of property held in common, unless he is bound to remain a co-owner in common by reason of a provision of the law or of an agreement. It is not permitted, by agreement, to prohibit partition for a period exceeding five years. When the stipulated period does not exceed five years, the agreement shall bind a co-owner and his successors	**By division, communism ends** Article 834 Every partner has the right to demand the division of the common property unless he is forced to remain in the joint venture by virtue of a text or agreement. It is not permissible, by virtue of the agreement, to prevent the division for a period exceeding five years. If the term does not exceed this period, the agreement shall be implemented against the partner and against his successor.

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in title.	
Article 835 Co-owners may, if they are all in agreement, divide the property held in common in whatever manner they deem fit. If one of them is subject to legal incapacity, the formalities laid down by law will have to be observed.	Article 835 If a consensus is reached, the partners may divide the common money in the manner they see fit If there is someone among them who lacks legal capacity, the procedures imposed by the law must be observed
Article 836 If co-owners are not in agreement as regards the partition of the property held in common, the coowner who wishes to withdraw from the joint ownership shall summon his co-owners to appear before the Summary Court. The Court shall delegate, if need be, one or more experts to proceed with the valuation of the property held in common and to divide it into separate parts if the property can be divided in separate parts in kind without materially decreasing its value.	Article 836 (1) If the partners disagree regarding the divisions of the common property, whoever wants to exit the joint property must assign the remaining partners to appear before the district court. (2) If the court deems it appropriate, the court shall assign one or more experts to evaluate the common property and divide it into shares if the property is divisible in kind without a major deficiency in its division.
Article 837 The expert will proceed with the composition of the separate parts taking a basis the smallest share, even where the partition is only a partial one. If the partition cannot be affected in this manner, the expert may proceed directly to allot a separate part to each co- owner. If one of the co-owners cannot obtain all his share in Kind, he shall be compensated by a payment equal to the shortfall in his share.	Article 837 (1) The expert shall determine the shares on the basis of the smallest share, even if the division is partial. If division on this basis is not possible, the expert may assign each partner his share. (2) If it is not possible for one of the partners to allocate his entire share in kind, he shall be compensated at a rate for what is less than his share.
Article 838 The Summary Court will decide upon any disputes relating to the composition of the separate parts and any other disputes coming within its competence. In the case of disputes which the Summary Court has not the competence to settle, the Court will refer the parties to the Court of First Instance and will fix a date at which they must appear. The proceedings for partition will be held up until such disputes have been finally settled.	Article 838 (1) The District Court shall decide disputes related to the formation of shares and all other disputes within its jurisdiction. (2) If disputes arise that do not fall within the jurisdiction of that court, it must refer the opponents to the court of first instance, and appoint for them the session in which they will appear, and the division suit shall stay until those disputes are finally decided.
Article 839 Upon the disputes being disposed of and the separate lots allocated directly, the Summary Court will give judgment allocating to each owner the divided part which devolves on him. If there has been no direct allotment of the separate parts, the partition of the property will be affected by drawing lots. The Court will draw up a procedure-verbal thereof and give judgment allocating to each co-owner his divided part.	Article 839 (1) When the disputes are settled and the shares have been determined by assignment, the district court issues a ruling giving each partner the separate share assigned to him. (2) If the shares were not determined by assignment, the division shall be carried out by ballot, and the court shall record this in its minutes and issue a ruling to give each partner his assigned share.
Article 840 If one of the co-owners is absent or under legal incapacity a judgment of partition which has become final will be ratified by the Court in accordance with the provisions of law.	Article 840 If there is an absent partner among the partners or there is someone among them who lacks legal capacity, the court must ratify the division ruling after it becomes final, in accordance with what the law stipulates.
Article 841 When a property cannot be divided on kind or when such partition involves a serious diminution in the value of the property it shall be sold in the manner laid down by the Code of Procedure. Sale by auction will be restricted to the co-owners in common if they ask for it	Article 841 If the division is not in kind, or if it would cause a significant decrease in the value of the property to be divided, this property shall be sold in the manner specified in the Code of Procedures, and the bidding shall be limited to the partners if they unanimously request this.

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unanimously.	
Article 842 The personal creditors of any co-owner may oppose a partition in kind or a sale by auction without their intervention in the proceedings. Such opposition must be notified to all co-owners and has the effect of compelling the co-owners to join the opposing creditors at every stage of the proceedings: otherwise the partition will be without effect as regards such opposing creditors. In any case, inscribed creditors must be joined before an action for partition is introduced. If the partition has already taken place, the creditors who have not intervened cannot attack it unless there has been fraudulent.	Article 842 (1) The creditors of each partner have the right to object to the division being made in kind or to the property being sold at auction. Their intervention is directed to all partners, and it entails obligating them to involve any of the creditors who object in all the procedures. Otherwise, the division is not effective against them and must be done in any case. Introducing creditors whose rights are restricted before filing a partition lawsuit. (2) If the division takes place, the creditors who did not intervene in it have no right to challenge it except in the case of fraud.
Article 843 Each co-partitioner is deemed to have been the owner of that part of the property that falls to him from the date that he became co-owner in common and never to have been the owner of the other parts.	Article 843 The joint participant is considered to own the share that has devolved to him since he owned it jointly and that he does not own anything other than the rest of the shares.
Article 844 The co-partitioners warrant each other against other interference or eviction due to a cause that existed previous to the partition. Each one of them is liable, in proportion to his share, to indemnify a copartitioner entitled to such indemnity, on the basis of the value of the property at the moment of partition. If one of the co-partitioners happens to be insolvent, the share falling on him will be borne by the co-partitioner entitled to the indemnity of all the solvent co-partitioners. No such warranty, however, exists when there is an express agreement waiving the warranty in the particular case which would have given rise to the warranty. The warranty also ceases to be binding if the eviction is due to a fault of the co-partitioner himself.	Article 844 (1) The participants shall guarantee each other any compensation or entitlement that may occur for a reason prior to the division, and each of them shall, in proportion to his share, compensate the person entitled to the guarantee, provided that the assessment of the thing is based on its value at the time. If one of the participants is insolvent, the necessary amount shall be distributed division among the person entitled to the guarantee and all non-insolvent participants. (2) However, the guarantee is not permitted if there is an explicit agreement stipulating exemption from it in the special situation from which it arose. The guarantee is also prohibited if the entitlement is due to the fault of the sharer himself.
Article 845 Partition by agreement may be rescinded if one of the co-partitioners succeeds in proving that he has been injured to the extent of more than one fifth of his share, on the basis of the value of the property at the time of the partition. The action for rescission must be commenced within the year following the partition. The defendant can stop the action and prevent the new partition, by giving the defendant the amount by which his share is short in money or in kind.	Article 845 (1) The division concluded by mutual consent may be annulled if one of the participants proves that he has suffered injustice in excess of one-fifth, provided that the error is in the estimation of the value of the thing at the time of division. . The defendant has the right to (2) and the lawsuit must be filed during the year following the division. Its progress shall be halted and the division shall be prohibited again if he completes for the plaintiff, in cash or in kind, what is less than his share.
Article 846 By a provisional partition, co-owners agree to allot to each other the enjoyment of a divided part of the property equal to each of their shares in the property held in common in consideration of a renunciation in favor of each other of the right of enjoyment of the other parts. Such an agreement cannot be entered into for a duration of more than five years. If no duration has been fixed, or the agreed period has expired, and no new agreement has been entered into, the period of the provisional partition will be for a year renewable, unless one of the co-owners gives notice of termination to his	Article 846 (1) In dividing the prepared property, the partners agree that each of them will be allocated the benefit of a separate part equivalent to his share in the common property, ceding to his partners in return the benefit of the remaining parts. This agreement is not valid for a period exceeding five years. If no period is stipulated for it, or the agreed-upon period expires and no new agreement is obtained, its term shall be one year, to be renewed if the partner does not announce to his partners three months before the end of the current year that he does not wish to renew it. what? A final division has been reversed, so (2) If this division lasts fifteen years. If the joint partner acquires a separate part and the partners agree otherwise, it is assumed that his possession of this part of the common property for a period of fifteen years is based on a prepared division.

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co-owners three months before the end of the current year. If such a provisional partition remains in force for fifteen years it is converted into a final partition, unless otherwise agreed by the co-owners. If one of the co-owners remains in possession of a divided share for fifteen years, such possession is presumed to have taken place as a result of a provisional partition.	
Article 847 A provisional partition also takes place when the co-owners agree that each of them shall, the one after the other, enjoy all the property held in common for a period corresponding to his share.	Article 847 The division of the property also consists of the partners agreeing to take turns benefiting from all the joint money, each for a period proportional to his share.
Article 848 A provisional partition is governed as regards its validity as against third parties, the capacity of copartitioners, their rights and obligations, and means of proof, by the provisions of the law relating to contracts of lease, in so far as they are not incompatible with the nature of such a partition.	Article 848 The division of the toilet is subject to the provisions of the lease contract, as long as these provisions do not conflict with the nature of this division.
Article 849 The co-owners may agree, during the process of a final partition, to enter into a provisional partition. Such provisional partition will remain in force until the conclusion of the final partition. If the co-owners cannot reach an agreement for a provisional partition, such a partition may, upon the application of one of the co-owners, be ordered by the Summary Judge upon his advice, if necessary, of an expert.	Article 849 (1) The partners may agree during the final division procedures that the common property will be divided among them, and this division will remain in effect until the final division is completed. (2) If it is not possible for the partners to agree on dividing the pacifier, the district judge may, if requested to do so by one of the partners, order it to be distributed, without seeking the assistance of an expert if necessary.
Obligatory Joint Ownership Article 850	**Compulsory commonness**
The co-owners of a property held in common cannot demand its partition if it follows, from the use to which the property is intended, that it should always remain in common. common.	Article 850 Partners in common property do not have the right to request its division if it is clear from the purpose that was prepared that it must always remain in common. He has this money, he
Family Joint Ownership	**The family is royalty**
Article 851 The members of the same family who have a common occupation or interest may agree in writing to create a family joint ownership. This joint ownership consists either of an inheritance which the member of a family agrees to leave wholly or partly in joint ownership or of any other property belonging to them which they agree to place in family joint ownership.	Article 851 Members of a single family who are united by a business unit or interest may agree in writing to establish ownership for the families. This ownership shall be either from an estate they inherited and agreed to make all or some of it the property of the family, or from any other property owned by them that they agreed to include in this ownership.
Article 852 A family joint ownership agreement may be created for a period not exceeding fifteen years. Each one of the co-owners may, however, if there are serious grounds to do so, apply to the Court for authority to withdraw his share of the joint property before the end of the agreed term. When no period is fixed for such joint ownership, each one of the co-owners may withdraw his share after six months from the day he gives notice to this effect to the	Article 852 (1) It is permissible to agree to establish family ownership for a period not exceeding fifteen years, provided that each partner may ask the court to authorize him to withdraw his share of this ownership before the agreed-upon term is settled if there is a strong justification for doing so. year (2) If the aforementioned ownership does not have a specific term, each partner may pay his share of it after six months from the day he announces to the partners his desire to pay his share.

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other co-owners.	
Article 853 Co-owners cannot demand partition so long as the family joint ownership continues, and no co-owner can dispose of his share in favor of a person who is not a member of the family without the consent of all the co-owners. If a person who is not a member of the family acquires, as a result of a voluntary or forced alienation, the share of one of the co-owners, he only becomes a partner in the family joint ownership if he and the other co- owners consent thereto.	Article 853 no (1) Partners may not request division as long as family ownership exists, and partner may dispose of his foreign share in the family except with the approval of all partners. (2) If a foreigner in the family owns the share of one of the partners with the consent of this partner or by force, then the foreigner will not be a partner in the ownership of the family except with his consent and the consent of the rest of the partners.
Article 854 Co-owners who own the majority in value of the shares, may appoint among themselves one or more managers. Subject to any agreement to the contrary, the manager may introduce such changes in the intended use of the property held in common as may ensure a better enjoyment of the property. A manager may be discharged in the same manner as he was appointed, notwithstanding any agreement to the contrary. The Court may also, upon the demand of any owner, discharge him if there are serious grounds to do so so.	Article 854 (1) The partners who have the largest value of the shares may appoint one or more of them to manage it, and the manager may introduce a change in the family ownership of the purpose for which the joint property was intended to improve the ways of utilizing this property, unless there is an agreement to the contrary. . ' (2) The manager may be removed in the manner he appointed, even if it is agreed otherwise. The court may also remove him based on the advice of any partner if there is a strong reason justifying this removal.
Article 855 Subject to the preceding provisions, family joint ownership will be governed by the provisions of the law relating to joint property and to mandate.	Article 855 With the exception of the previous provisions, common ownership rules and agency rules apply to family ownership.
Ownership of Storeys in Buildings Article 856	**Classes are properties**
In the absence of any provisions to the contrary in the title deeds, when the different stores or various apartments of a building belong to different owners, such owners are considered co-owners of the ground and of the parts of the building intended for the common Use of all, especially of the foundations, the main walls, the main entrances, yards, roofs, lifts, passages, corridors, the floor supports and pipes of all kinds with the exception of pipes inside the stores or the apartments. These parts of the building held in common cannot be divided; Each of the owners has a share in these parts in proportion to the value of his share in the building. No owner can dispose of his share in the parts held in common independently of his share in the building. The inner walls which separate two apartments belong as a party property to the owners of these two apartments.	Article 856 of the house, then they (1) If there are multiple owners of the different floors or apartments are considered partners in the ownership of the land and the ownership of the parts of the building intended for common use among all, in particular the foundation, the main walls, entrances, courtyards, roofs, risers, corridors, vestibules, floor bases, and all types of pipes, except those that are within the floor or The apartment, all of this, unless there is anything to the contrary in the title de (2) These shared parts of the house are not divisible, and each owner's share in them shall be in proportion to the value of the part he owns in the house, and the owner has no right to dispose of his share independently of the part he owns. (3) The barriers separating two apartments are owned jointly by the owners of these two apartments.
Article 857 Every owner may, with a view to enjoy his part of the building, utilize the parts held in common, in accordance with the use for which they are intended, provided he does not prevent the other owners exercising their rights. No modification can be made to the parts held in common, even in the event of reconstruction, without the consent of all the owners, unless such modification, made by one of the owners, at his own cost, is of such a	Article 857 (1) Every owner, in order to benefit from the part he owns in the house, is free to, provided that this does not prevent him from using the common parts for what the other partners have prepared for him and their rights. (2) It is not permissible to make any modification to the common areas without the approval of all owners until the building is renovated, unless the modification carried out by one of the owners at his own expense would facilitate the use of that penalty, without changing its allocation or harming the other owners. .

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nature to facilitate the use of the parts held in common, does not change the use to which they were intended and is not prejudicial to other owners.	
Article 858 Every owner must participate in the cost of the preservation, maintenance, management and reconstruction of the parts held in common. Subject to any agreement to the contrary, the share of every owner in these costs will be calculated in proportion to the value of his share in the building. No owner can renounce his share in the parts held in common with a view to avoid participation in the costs referred to above.	Article 858 (1) Every owner must participate in the costs of preserving, maintaining, managing, and renovating the common parts, and his share in these costs shall be in proportion to the value of the part he owns in the house, unless there is an agreement otherwise. (2) The owner does not have the right to give up his share in the common areas in order to eliminate participation in the aforementioned costs.
Article 859 The owner of a lower storey is bound to implement works and repairs necessary to prevent the higher storey from falling. If he refuses to carry out the necessary repairs, the Judge may order the sale of the lower store. In any case, the Judge des Referes may order the execution or urgent repairs.	Article 859 (1) The owner of the basement must carry out the necessary work and repairs to prevent the ceiling from falling. (2) If he refrains from carrying out these repairs, the judge may order the sale of the lower part In all cases, the urgent matter judge may order urgent repairs to be carried out.
Article 860 If the building falls down, the owner of the lower storey is bound to rebuild his storey, failing which, the Judge may order the sale of the lower storey, unless the owner of the upper storey offers to rebuild the lower storey himself at the cost of the owner of the lower store. In this latter event, the owner of the upper storey may refuse to allow the owner of the lower storey to occupy or make use of his store until he has repaid the amount of his debt. He may also obtain authority to let or to occupy the lower storey in repayment of the amount due to him.	Article 860 (1) If the building collapses, the owner of the lower part must rebuild the lower part. If he refuses, the judge may order the sale of the lower part unless the owner of the upper part requests that he rebuild the lower part at the expense of its owner. (2) In the last case, the owner of the upper floor may prevent the loved one of the lower floor from entering, and it is also permissible for him to obtain housing and usufruct until he pays what he owes then in renting or living in the lower floor in fulfillment of his right.
Article 861 The owner of the upper storey shall not heighten the building in such a way as to inject the lower storey.	Article 861 It is not permissible for the owner of the upper building to increase the height of his building in such a way that it harms the lower one.
Syndicates of Owners of Storeys of a Single Building Article 862	**Single building layers owner union**
When a building divided into stores or apartments, belongs to several owners, each owner may form a syndicate among themselves. A syndicate may also have for its object the construction or the acquisition of buildings with a view to allocate the ownership of parts of such buildings to members of the syndicate.	Article 862 (1) Where there is joint ownership of a property divided into floors or apartments, the owners may form a union among themselves. (2) The purpose of forming the union may be to build real estate or purchase it to distribute ownership of its parts among its members.
Article 863 A syndicate may, with the consent of all it members, establish rules with a view to assuring a better enjoyment and the good management of the building held in common.	Article 863 The members shall establish a system to ensure the proper use of the joint property and its proper management with the approval of all members.
Article 864 In the absence of such rules or if such rules do not contain provisions in respect of certain points, the right to manage the parts held in common belongs to the syndicate, whose decisions will be, in this respect binding, provided that all the interested parties have	Article 864 If there is no management system, or if the system does not stipulate some matter, the management of the common areas shall be the right of the Union, and its decisions in that regard shall be binding, provided that all concerned parties are invited by registered mail to the meeting, and that decisions are issued by a majority of the owners calculated on the basis of Quota value.

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was summoned to a meeting by a registered letter and that the decisions had been taken by a majority of the owners, calculated on the basis of the value of their shares.	
Article 865 The syndicate may, with the consent of the majority prescribed in the preceding article, take out collective insurances against risks to the building or to the co-owners jointly and may authorize, at the expense of the owners who so demand, all works or installations which increase the value of all or part of the building, upon the conditions and subject to such compensation and other obligations as may be laid down by the syndicate, in the interests of the co-owners.	Article 865 The union may, by a majority of the votes stipulated in the previous article, impose any joint insurance against the dangers that threaten the property or the partners as a whole, and it may authorize the carrying out of any works or installations that result in an increase in the value of the entire property or the conditions and compensations and other obligations it imposes for the benefit of Partners.
Article 866 A representative shall be appointed by the majority of the owners, as provided for in Article 864, to carry out the decisions of the syndicate. If the required majority is not obtained, a representative of the syndicate will be appointed, at the request of one of the co-owners and upon the other owners being called to give their views, by the President of the Court of First Instance within whose jurisdiction the building is located. The representative of the syndicate shall, if need be, upon his own initiative, take all necessary measures for the preservation, protection and maintenance of all parts held in common. He shall be entitled to call on any party concerned to perform these obligations. These provisions shall apply in the absence of any provision to the contrary in the rules of the syndicate. The representative of the syndicate shall represent the syndicate before the Courts, even against the owners if need be.	Article 866 (1) The union shall have an officer in charge of implementing its decisions, and he shall be appointed by the majority referred to in Article 864. If the majority is not achieved, he shall be appointed by order issued by the President of the Court of First Instance in whose jurisdiction the property is located based on the request of one of the partners after notifying the other owners to hear their statements. If the situation requires that all the common parts be guarded, the warden must do on his own what is necessary to protect and maintain them, and he has the right to demand that everyone concerned carry out these obligations. All this unless there is a text in the Union system that contradicts it. (2) The commissioner represents the union before the judiciary, even in disputes with the owner, if necessary.
Article 867 The remuneration of the representative of the syndicate will be fixed in the decision or order appointing him. The representative of the syndicate may be discharged by a decision taken by the majority of the coowners, as laid down in Article 864, or by an order of the President of the Court of First Instance within whose jurisdiction the building is situate, after the co -owners have been summoned to be heard on the question of his discharge.	Article 867 (1) The salary of the warden is determined by the decision or order issued for his appointment. (2) He may be removed by a decision in which the majority referred to in Article 864 is present An order shall be issued by the President of the Court of First Instance in whose jurisdiction the property is located after notifying the partners to hear their statements in this dismissal.
Article 868 If the building is destroyed by fire or otherwise, the co-owners are, subject to any agreement to the contrary, bound to conform to the decision of the syndicate as to its reconstruction taken by the majority, as provided for in Article 864 . If the syndicate decides to reconstruct the building, any amount due as compensation on account of the destruction of the building shall, without prejudice to the rights of the registered creditors, be set aside for the costs of reconstruction.	Article 868 (1) If the building is destroyed by fire or any other cause, the partners must adhere to, in terms of its renewal, what the union decides by the majority stipulated in Article 864. Unless an agreement to the contrary. (2) If the Union decides to build, it shall allocate whatever compensation may be due due to loss to the renovation work, without prejudice to the rights of the holders of restricted debts.
Article 869 Any loan made by the syndicate to one of the co-owners, in order to assist him to carry out his obligations, will be	Article 869 (1) Every loan granted by the Union to one of the partners to enable him to carry out his obligations shall be secured by a lien on the separated part that he owns and on his common share in

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secured by a privileged charge on his divided part as well as on his undivided share in the parts of the building held in common. The rank of this privilege will date from its registration.	Common parts of the property. (2) The rank of this privilege is calculated from the day it is registered.
Section II **Acquisition of Ownership**	**Chapter Two:** **Reasons for gaining ownership**
1. Acquisition by Appropriation The	**1- Takeover**
Appropriation of Movables without an Owner Article 870 Whoever takes	**His owner is not movable upon seizure**
possession of a movable which has no owner, with the intention of its appropriation, acquires the ownership thereof.	Article 870 , queen. Whoever puts his hand on the movables of the owner, his ownership will be declared
Article 871 A movable is deemed to have no owner when its owner abandons possession of it with the intention of renouncing his ownership thereto. Animals, other than domestic animals, are considered to have no owner as long as they are at liberty. If one of such animals, after losing its liberty, regains its freedom, it becomes without an owner if the owner does not seek it immediately or ceases to seek for it. An animal that has become tame and is customed to return to the The same place becomes again without an owner if it loses this habit.	Article 871 (1) A movable property becomes ownerless if its owner abandons it with the intention of losing his ownership . (2) Animals other than millipedes are considered ownerless as long as they are free. If an animal is captured and then released, it will return to its owner if the owner does not follow it immediately and if he stops following it. Any animals that have been tamed and are accustomed to returning to the place designated for them will be returned to their owner.Then he lost this habit
Article 872 Buried or hidden treasure to which no one can establish Ownership belongs to the owner or the bare owner of the property on which it is discovered. Treasure discovered on wakf property belongs to the founder of the wakf or to his heirs.	Article 872 ' (1) A buried or hidden lump that no one can prove ownership of belongs to the owner of the property in which the lump was found or to the owner of its neck. (2) The property found in an endowed property shall be the private property of the donor and his heirs.
Article 873 Rights of fishing and hunting and rights to things found and to antiquities are governed by special regulations.	Article 873 The right to hunt sea, land, hunting, and archaeological objects is regulated by special regulations.
The Appropriation of Immovables which have no Owner	**His owner is not a property to be seized**
Article 874 Uncultivated land which has no owner is the property of the state. The appropriation or the possession of uncultivated land can only be effected with the authority of the State in accordance with the regulations. If, however, an Egyptian cultivators or plants uncultivated land or builds thereon, he becomes forthwith owner of the cultivated, planted or built on, even without authority of the State, but he loses his ownership by non-user for five consecutive years during the first fifteen years following his acquisition of ownership.	Article 874 (1) Uncultivated lands that have no owners shall be owned by the state. (2) These lands may not be owned or seized except with a license from the state in accordance with the regulations. (3) Unless he sows, plants, or builds on uncultivated land, he immediately owns the cultivated or planted part or the building, even without a license from the state. However, he loses his ownership by not using it for a period of five years during the fifteen years following ownership.
Acquisition by Inheritance and Winding up of an Estate Article 875 The	**Succession and liquidation of inheritance -2**
establishment of the heirs or their hereditary shares and of the development of the property of the estate on them is governed by Mohammedan Law and by the laws with regard to inheritance and estates. The following provisions apply to the winding up of an estate.	Article 875 (1) Appointing the heirs, determining their shares in the inheritance, and transferring their estate funds to them, subject to the provisions of Islamic Sharia and the laws issued in this regard. (2) The following provisions shall be followed in liquidating the estate:
The Appointment of an Administrator	**The estate has a liquidator to be appointed**

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Article 876 In the absence of the appointment of a testamentary executor by the deceased, the Court may, at the request of an interested party, if it considers it necessary to do so, appoint an administrator of the estate a person chosen unanimously by the heir . In the absence of such unanimity, the Judge will, after having heard the heirs, chose an administrator, if possible from among the heirs.	Article 876 If the inheritor does not appoint a guardian for his estate and one of the concerned parties requests the appointment of a liquidator for it, the court, if it deems it necessary, shall appoint a group of the heirs to choose him. If the heirs do not agree on anyone, the judge shall choose the liquidator, provided that he is as much as possible from among the heirs, and that is hearing the statements of these people. .
Article 877 A person appointed administrator may decline to act or may, after having acted as an administrator, renounce the appointment in accordance with the provisions of the mandate. The Judge may also, for adequate reasons, either at the request of any interested parties or at the request of the Minister Public, or of his own initiative, discharge an administrator and replace him by another.	Article 877 (1) The person appointed as a liquidator may refuse to assume this task or withdraw from it after assuming it, in accordance with the provisions of the agency. (2) The judge may also, if requested by one of the concerned parties or the Public Prosecution or without a request, dismiss the liquidator and replace him with someone else, whenever there are reasons justifying that.
Article 878 The appointment of a testamentary executor by the deceased must be confirmed by the Judge. The rules applicable to an administrator of an estate apply equally to a testamentary executor.	Article 878 (1) If the deceased appoints a guardian of the estate, the judge must confirm this appointment. (2) The same provisions that apply to the liquidator shall apply to the executor of the estate.
Article 879 The greffier of the Court must enter, day by day, the Court orders as to the appointment of administrators and the confirmation of testamentary executors in a public register, recording the names of the deceased person in accordance with the form prescribed for alphabetical indexes . He must enter in the margin of the register all orders of revocation and all renunciations. The entry of the order as to the appointment of an administrator will, as regards third parties dealing with the heirs in connection with immovable property belonging to the estate, have the same affect as the entry provided for in Article 914.	Article 879 (1) The clerk of the court must record, day by day, the orders issued to appoint liquidators and confirm the guardians of the estate, in a public register in which the names of the inheritors are recorded according to the conditions prescribed for the alphabetical indexes. He must indicate in the margin of the register every order issued for removal and every waiver that occurs. (2) The recording of the order issued appointing the liquidator shall have the same effect on third parties who deal with the heirs regarding the estate's real estate as the notation stipulated in Article 914. (3) The recording of the order issued to appoint the liquidator shall have the same effect on third parties who deal with the heirs regarding the estate's real estate as the notation stipulated in Article 914.
Article 880 An administrator shall, upon his appointment, take possession of the property of the estate and proceed with the winding up of the estate under the control of the Court. He may apply to the Court for remuneration commensurate with the duties performed by him. The estate shall bear the costs of the winding up. These costs will have a privilege in the same preferential rank as legal expenses.	Article 880 (1) The liquidator receives the estate's funds as soon as he is appointed, and liquidates them under supervision . He may ask her for a fair wage for carrying out his mission. The court (2) Liquidation expenses shall be borne by the estate, and these expenses shall have a privileged right in the salary of the judicial expenses privilege.
Article 881 The Court must, at the request of any interested party or of the Minister Public, or on its own initiative, take, if need be urgent necessary measures for the preservation of the property of the estate. The Court may in particular order that the property be placed under seal and that cash, securities and articles of value be placed in deposit.	Article 881 order to preserve the estate, The court must take all necessary urgent precautions in upon the request of one of the concerned parties, or upon the request of the Public Prosecution, or without any request. It may, in particular, order the affixation of seals and the deposit of money, securities, and things of value.
Article 882 The administrator must immediately pay, out of the assets of the estate, burial and funeral expenses in accordance with the social standing of the deceased. He must also obtain an order from the "Juge de Service" (Judge in Chambers) authorizing him to make, pending	Article 882 (1) The liquidator must immediately disburse from the estate's money to pay expenses, and he must also obtain an order from the judge of temporary matters to disburse sufficient expenses in an acceptable amount from this money to those of his heirs whom the deceased was supporting until the liquidation is completed. Provided that the expenses incurred by each heir are deducted from his share in the inheritance.

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the final winding up, an adequate alimentary allowance to such heirs as were supported by the deceased and to deduct such payments from the share in the estate of each heir to whom such alimentary allowance is made. Any dispute arising as regards such an allowance shall be settled by the Juge de Service.	(2) Any dispute related to this alimony shall be decided by the temporary matters judge.
Inventory of the Estate Article 883	**The estate is stripped**
As from the date of the entry of an order appointing an administrator, the creditors of an estate can only take proceedings or continue proceedings already commenced in connection with the estate against the administrator. Any distribution opened against the deceased before his death, in which the order of allotment has not become final, must, at the request of any interested party, be suspended until all the debts of the estate have been settled.	Article 883 (1) It is not permissible for the creditors to take any action against the estate from the time of recording the order issued appointing the liquidator, nor is it permissible for them to continue any action they have taken except in the face of the liquidator. (2) Any distribution opened against the inheritor whose final list has not been closed must be stopped until all debts of the estate are settled whenever requested by one of the concerned parties.
Article 884 No heir may dispose of estate assets, recover estate debts, or set off a personal debt against a debt of the estate until an inheritance certificate, provided for in Article 901 has been delivered to him.	Article 884 It is not permissible for the heir, before the certificate of succession stipulated in Article 901 is delivered to him, to dispose of the property of the estate. It is also not permissible for him to collect any debts owed to the estate or to make a debt against him a penalty against the estate.
Article 885 An administrator is bound, during the winding up, to take the necessary measures to preserve and administer the property of the estate. He must also represent the estate before the Courts and proceed with the recovery of debts due to the estate. An administrator is, even if he is not remunerated, responsible to the same extent as a mandatory paid. The Judge may call on him to render an account of his administration at periodical intervals.	Article 885 (1) During the liquidation, the liquidator must take whatever precautionary measures the estate's funds require and carry out the necessary management. He may also represent the estate in lawsuits and collect any outstanding debts it has. (2) The liquidator, even if he is not paid, is responsible for the responsibility of the paid agent. The judge may require him to provide an account of his management on periodic dates.
Article 886 An administrator must publish a notice calling on the creditors and debtors of the estate to submit particulars of their claims and of their debts within a delay of three months from the last publication of the notice. This notice must be posted on the main door of the residence of the Omdah in the town or village in which the estate property is located, or on the main door of the police station in the town where this property is located, and on the notice board of the Summary Court within the jurisdiction of which the deceased was domiciled at the date of his death. The notice must also be published in a daily newspaper with a wide circulation.	Article 886 (1) The liquidator must direct an assignment against us to the creditors and debtors of the estate, calling on them to submit a statement of their rights and debts, within three months from the date on which the assignment is last published. (2) The assignment must be posted on the main door of the mayor's headquarters in the city or village in which the assets of the estate are located, or on the main door of the police station in the cities within whose jurisdiction these assets are located, and on the sign of the district court in whose jurisdiction the last domicile of the inheritor is located, and in a newspaper. One of the widely circulated daily newspapers.
Article 887 An administrator must, within four months from the date of his appointment, file with the registry of the Court a statement of the assets and liabilities of the estate with an estimate of their value. He must also, within the same time, inform every interested party by registered letter of the filing of the statement. An administrator may apply to the Judge for an extension of time, if this extension is justified by circumstances.	Article 887 (1) The liquidator must deposit with the clerk of the court, within four months, a list showing what belongs to the estate and what is owed, and includes an estimate of the appoint him, value of these funds. He must also notify, by registered mail, within the foregoing date, everyone concerned of the receipt of this deposit. (2) The judge may be asked to extend this period if justifying circumstances exist that
888 Article	Article 888

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An administrator may employ, for the preparation of the inventory and for the estimation of the value of the property of the estate, an expert or a person with the necessary special experience. An administrator must record claims and debts disclosed by the papers of the deceased, shown in public registers or coming to his knowledge in any other way. The heirs must also advise the administrator of all debts and claims of the estate known to them.	(1) The liquidator may seek the assistance of an expert or someone who has special knowledge in the inventory and in estimating the value of the estate's funds. (2) The liquidator must prove what the deceased's papers reveal and what is recorded in public records in terms of rights and debts and what comes to his knowledge about them through any means, and the heirs must inform the liquidator of what they know of debts on the estate and rights to it.
Article 889 Any person, including an heir, who fraudulently appropriates a part of the assets of the estate, is liable to the penalties for misappropriation.	Article 889 Anyone who fraudulently seizes any of the estate's property, even if he is an heir, shall be punished with the penalty of squandering.
Article 890 Any dispute as to the accuracy of the inventory, particularly as regards the omission of assets, claims or debts of the estate, or as to the entry in the records, should be submitted to the Court by petition at the request of any interested party within the thirty days following the notice of the filing of the inventory. The Court will investigate the dispute. If the Court considers the claim to be a serious one, it will admit the claim by an order which is subject to recourse in accordance with the provisions of the Code of Procedure. If the dispute has not already been submitted to the Court of Justice, the Court will fix a day within which the interested party should submit the claim to the competent Court, which Court will deal with the matter as one of urgency.	Article 890 (1) Any dispute over the validity of the inventory, especially what is related to the omission of assets or rights of or over the estate or its proof, shall be filed with a petition to the court upon the request of every interested party within the thirty days following the notification of depositing the inventory list. (2) The court shall conduct an investigation, and if it deems that the complaint is serious, it shall issue an order accepting it, and this order shall be valid in accordance with the provisions of the Code of Procedures. (3) If the dispute has not previously been referred to the judiciary, the court shall set a deadline for the concerned party to file his claim before the competent court, and this court shall decide on it as a matter of urgency.
Discharge of the Debts of the Estate Article 891 Upon the expiration of the delay fixed for the submission of disputes arising on the inventory, the administrator will proceed upon the authority of the Court, with the payment of those debts of the estate which are uncontested. Debts which are contested will be settled after the final decision of the Court on the litigation.	**Estate settlement debts** Article 891 After the expiration of the period for filing disputes related to the inventory, the liquidator shall, after seeking permission from the court, settle the debts of the estate over which no dispute has arisen. As for the debts that are distributed among them, they shall be settled after the dispute is finally decided.
Article 892 In the event of the estate being insolvent or of the possibility of it being insolvent, the administrator must suspend the discharge of any debt, even untested, pending final decisions in respect of all disputes arising as to the debts of the estate.	Article 892 In the event of the estate's insolvency or in the event of its potential insolvency, the liquidator must stop settling any debt, even if no dispute has arisen in its regard until all disputes related to the estate's debts are finally decided.
Article 893 The administrator will discharge the debts of the estate with funds derived from claims recovered, cash in hand, proceeds of the sale of securities at market prices, proceeds of the sale of movables and, if the funds so obtained are insufficient, with the proceeds of the sale of immovable property of the estate. The sale of movable and immovable property of an estate will be made by public auction in the manner and subject to the delays laid down for forced sales, unless all the heirs agree the sale shall be carried out by negotiation or in any other manner. If the estate is insolvent the approval of all creditors is also necessary.	Article 893 (1) The liquidator shall settle the debts of the estate from what he collects from its rights, from the money it contains, from the price of the securities he sold at the market price, from the price of the movables in the estate, and if that is not sufficient, from the price of the real estate in the estate. (2) The movables and real estate of the estate shall be sold at public auction according to the conditions and on the dates stipulated in forced sales, unless all heirs agree that the sale shall be carried out in another way or that the exercise shall be exercised. If the estate is insolvent, the approval of all creditors is also required. In all cases, the heirs have the right to participate in the auction.

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The heirs are always entitled to take part in the auction.	
Article 894 The Court may, at the request of all heirs, pronounce the immediate exigibility of a debt not yet due for payment, and fix the amount payable to the creditor in accordance with the provisions of Article 554.	Article 894 The court, upon the request of all the heirs, may decide to resolve the deferred debt and determine the amount to which the creditor is entitled, taking into account the provisions of Article 554.
Article 895 If the heir do not unanimously agree to demand the immediate exigibility of a debt not yet due for payment, the Court will proceed with the distribution of the debts not yet due for payment and of the assets of the estate, so that each heir takes from such debts and assets a portion corresponding to the net value of his share in the inheritance. The Court will give each creditor of the estate an adequate guarantee on a movable or immovable property, reserving, however, to any creditor who had a special security that same security. When this is not possible, even by the additional security given by the heirs on their won property, or by any other arrangement, the Court will charge all the estate assets to provide such security. In all cases, if security has been given on an immovable property and has not already been published, such security must be published in accordance with the provisions laid down as to the publication of judgment charges on real property.	Article 895 (1) If the heirs do not unanimously request that the deferred debt be paid, the court shall distribute the deferred debts and distribute the funds of the deferred debt, such that each heir shall be allocated from the total debts of the estate and from the total of its funds an amount whose result is equivalent to his net share in the inheritance. (2) The court shall arrange for each creditor of the estate sufficient insurance on real estate or movable property, provided that it reserves the same insurance for whoever has private insurance. If, even by adding a supplementary guarantee provided by the heirs from their own money, if it is impossible to achieve that particular guarantee or by agreeing on any other settlement, the court will arrange insurance for all of the estate's funds. (3) In all of these cases, if an insurance is received on a property and it has not been previously published, this insurance must be published in accordance with the provisions stipulated in the declaration of the right of jurisdiction.
Article 896 Any heir may, after the distribution of the debts not yet due for payment, pay the amount allocated to him before the due date in conformity with Article 894.	Article 896 After distributing the deferred debts, each heir may pay the amount allocated to him before the deadline comes in accordance with Article 894.
Article 897 Creditors of the estate, whose debts have not been paid because they were not shown in the inventory and were not secured by a charge on the property of the estate, have no remedy against third parties who have acquired, in good faith, a real right on this property, but have a right of action against the heirs to the extent to which the heirs have benefited.	Article 897 Creditors of the estate who have not fulfilled their rights because they did not appear in the restitution list and did not have insurance on the estate's funds are not permitted to have recourse against those who in good faith gained a real right on those funds. Rather, they have the right to recourse against the heirs because of their enrichment.
Article 898 An administrator shall, after discharge of the debts of the estate, proceed with the payment of the legacies and other charges.	Article 898 After settling the estate's debts, the liquidator undertakes the implementation of wills and other costs.
Delivery and Division of the Property of the Estate Article 899 The residue of the Property of the Estate, after settlement of the liabilities, devolves on the heirs in proportion to their shares in the inheritance.	**This money and the division of the estate are surrender money** Article 899 After carrying out the obligations of the estate, the remainder of their money shall be transferred to the heirs, each according to his legal share.
Article 900 An administrator shall deliver to the heirs the property of the estate devolving on them. The heirs may, upon the expiration of the time fixed for the submission of the disputes arising on the inventory, demand that all or part of the things or cash which are not required for the winding up of the estate be provisionally delivered to them, with or without security.	Article 900 (1) The liquidator shall deliver to the heirs the statements of the estate that have bequeathed to them. (2) The heirs may, as soon as the deadline for disputes related to the inventory has passed, demand that they receive, on a temporary basis, the things or money that are not needed in liquidating the estate, or that they receive some of it, in exchange for or without providing a guarantee.
Article 901	Article 901 The court delivers it to every heir who submits legal notification of inheritance or something that takes its place

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Elam an produces who heir each to give will Court The Charei, or any other equivalent document as to the inheritance, a certificate establishing his rights in the inheritance, the extent of his share therein and the estate property devolving on him.	This information is a certificate that determines his right to inheritance and shows what happened to him from the estate's money.
Article 902 An heir may call upon the administrator to deliver to him his share in the estate as a divided part, unless such an heir is obliged to remain an owner in common by reason of an agreement or a provision of the law.	Article 902 Every heir may ask the liquidator to hand over to him his share in the inheritance separately, unless this heir is obligated to remain in the community based on an agreement or provision in the law.
Article 903 When a demand for a division should be admitted, the administrator will proceed with the division amicably, but this division will only become final upon the unanimous approval of the heirs. If the heirs do not unanimously approve the division, the administrator must bring an action for the division in accordance with the provisions of the law; The cost of this action will be charged to the estate and deducted from the hereditary shares of the co-sharers.	Article 903 (1) If the request for division must be accepted, the liquidator shall carry out the division in an amicable manner, provided that this division does not become final until the heirs approve it unanimously. If the estate is not unanimously agreed upon, the liquidator must file, at the expense of (2), a lawsuit for division in accordance with the provisions of the law, and the expenses of the lawsuit shall be deducted from the shares of the sharers.
Article 904 The rules laid down for partition of property held in common, especially those as regards warranty against disturbances and eviction, pest and preferential rights of a partitioner, shall apply to the division of the estate, as well as the following provisions.	Article 904 The rules stipulated in division shall apply to the division of the estate, in particular those relating to guarantees of exposure, entitlement, adulthood, and the privilege of the sharer, and the following provisions shall also apply to them.
Article 905 In the absence of an agreement between the heirs as to the division of family papers or articles having a sentimental value for the heirs owed to their relationship to the deceased, the Court shall order either the sale of these articles or their allocation to one of the heirs, with or without deduction of their value from his share in the estate, taking into account both custom and personal circumstances of the heirs.	Article 905 If the heirs do not agree on the division of family papers or things related to the sale of these things, or the heirs' affection towards the deceased, the court orders either giving them to one of the heirs, with their value extracted from his share in the inheritance, or without the inheritance. This takes into account custom and the personal circumstances surrounding the heirs.
Article 906 If there is, among the property of an estate, an agricultural, industrial or commercial enterprise constituting a distinct economic unity, it must be allotted as a whole to such one of the heirs who applies for it if he is the most capable of the heirs to carry on the enterprise. The price of such an enterprise will be fixed in accordance with its value and will be deducted from his share in the estate. If the heirs are all equally capable of carrying on the enterprise, it shall be allocated to the heir who offers the highest price, provided that this price shall not be less than the price for similar enterprises.	Article 906 If among the estate's funds there is an agricultural, industrial or commercial exploiter that is considered a self-existing economic unit, it must be allocated in its entirety to whoever of the heirs requests it if he or she is most capable of undertaking it. The price of this exploiter is based on its value and is extracted from the heir's share in the estate. If the ability of the heirs to undertake the exploited property is equal, the highest value shall be allocated to the one among them who is given the highest value, such that it is not less than the equivalent price.
Article 907 If, at the time of division, a debt due to the estate is allocated to one of the heirs, the other heirs are not the absence of an agreement to the contrary, , in guarantors of the debtor, if he becomes insolvent subsequent to the division.	Article 907 If, upon division, one of the heirs assigns a debt to the estate, the remaining heirs will not guarantee the debtor to him if he becomes left-handed after the division, unless there is an agreement stipulating otherwise.
Article 908 A will dividing the property of the estate between the heirs of a testator and setting out the share of each heir or of	Article 908 The will is valid by dividing the assets of the estate among the bequeathed heirs, so that each heir or some of the heirs specifies the amount of his share, and if the value of what he specifies for one of them exceeds

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Certain of the heirs is valid. If the value of the share so given to one of them exceeds his hereditary share, the excess is deemed to be a legacy by will.	.The increase will, the estate was entitled to him
Article 909 A division made by disposition (mortis causa) may always be revoked. It becomes irrevocable on the death of the testator.	Article 909 binding The division added after death is always permissible to revoke it. It becomes upon the death of the testator.
Article 910 If such a division does not include all the property of the deceased at the date of his death, that property which has not been included in the division devolves in common on the hairs in accordance with the rules as to inheritance.	Article 910 All the property of the deceased at the time of his death. The matters that were not included in the division shall devolve jointly on the heirs in accordance with the rules of inheritance.
Article 911 If one or more of the contingent heirs included in the division predecease the deceased, the divided part allotted to him or them devolves in common on the other heirs in accordance with the rules as to inheritance.	Article 911 If one or more of the potential heirs who entered into the division died before the death of the decedent, the separated share that fell into the share of the deceased shall devolve in common to the heirs in accordance with the rules of inheritance.
Article 912 The general rules as to division, with the exception of those relating to lesion, apply to the division made by disposition (mortis causa).	Article 912 General provisions for division apply to division added after death, with the exception of the provisions for loss.
Article 913 If the debts of the estate are not included in the division or if these debts are included and the creditors do not agree to the division, any heir may, if these debts are not settled in agreement with the creditors, call for a division of the estate in accordance with Article 895. In this case, account must be taken, as far as possible, of the division made by the deceased and the considerations which guided him as regards such division.	Article 913 If the division does not include the debts of the estate, or it includes them but the creditors do not agree to this division, then when the debts are not settled by agreement with the creditors, it is permissible for any heir to request the division of the estate in accordance with Article 895, taking into account as much as possible the division recommended by the inheritor and the considerations upon which it was based.
Rules Applicable to Estates that have not been Wound Up	**Describes why the inheritance provisions are made**
Article 914 When an estate has not been wound up in accordance with the preceding provisions, the unsecured creditors of the estate may take action, in respect of their claims or their legacies, on an immovable property of the estate which has been alienated or which has been charged with real rights to the benefit of third parties, provided that they have recorded such claims in accordance with the provisions of the law.	Article 914 If the estate has not been liquidated in accordance with the provisions of the previous texts, the ordinary creditors of the estate may enforce their rights or what has been bequeathed to them on the real estate of the estate that has been disposed of, or on which real rights have been granted for the benefit of others, if they indicate their debts in accordance with the provisions of the law.
3- Acquisition by Will Article	**Commandment-3**
915 Wills are governed by the rules of Mohammedan Law and by laws on Wills.	Article 915 The provisions of Islamic Sharia and the laws issued in this regard shall apply to the will .
Article 916 Every legal disposition made by a person during an illness immediately preceding his death, with the object of making a gift, is considered to be a testamentary disposition and must be governed by the rules applicable to wills, no matter what description has been given to such an act. The heirs of the person who has made a legal disposition are the persons on whom the onus of proving that it falls	Article 916 (1) Every legal action taken by a dying person that is intended as a donation is considered to be added after death, and the provisions of the will apply to it, regardless of the name given to this action. (2) The heirs of the person who disposed of it must prove that the legal act was issued by their heir while he was dying, and they have proof of it in all ways, and the heirs do not use the date of the deed as evidence if this date is not fixed. (3) If the heirs prove that the action was made by their legatee during the illness of death,

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It was made by the deceased during an illness immediately preceding his death. This proof may be tendered in any way and the date of the legal instrument establishing the disposition cannot be invoked against the heirs, unless it is an established date. If the heirs establish that the legal disposition was made by the deceased during an illness immediately preceding his death, the act is deemed to be a gift, (ie a testamentary disposition), unless the beneficiary proves that the contrary was the case. The above provisions are subject to any special provisions to the contrary.	The disposition shall be considered issued as a donation, unless the person to whom the disposition was issued proves otherwise · All this unless there are special provisions to the contrary.
Article 917 In the absence of any evidence to the contrary, when a person disposes of a property in favor of one of his heirs, reserving at the same time in some manner the possession and enjoyment of the property so disposed of during his lifetime, the The disposition is considered to be a testamentary disposition and must be governed by the rules applicable to wills.	Article 917 If a person disposes of it to one of his heirs and keeps, in any way, the neighborhood of the property he disposed of, and has the right to benefit from it throughout his life, the disposal is considered to be added after death and the provisions of the will apply to him unless evidence exists to the contrary.
4- Acquisition by Accession The	**Adhesion -4**
Right of Accession in Respect of Immovable Property	**Adhesion to the drug**
Article 918 Alluvium formed gradually and imperceptibly by the river belongs to the reformist owners.	Article 918 The land, which consists of silt brought by the river in a gradual and noticeable manner, belongs to the neighboring owners.
Article 919 Land uncovered by the sea belongs to the State. No one may encroach upon the sea shore except for the purpose of restoring the boundaries of his property which has been covered by the sea.	Article 919 (1) The land exposed to the sea shall be owned by the state. (2) It is not permissible to encroach on the land of the sea unless it is to restore the ancestors of the property that has been invaded by the sea.
Article 920 Owners of lands adjoining still waters, such as lakes and ponds, do not acquire ownership over land uncovered by the retreat of these waters, nor do they lose their ownership over land which such waters overflow.	Article 920 Owners of land adjacent to stagnant water, such as the water of lakes and ponds, do not own any land that exposes this water.
Article 921 The ownership of land displaced or uncovered by the river and of islands formed in its channel, is regulated by special laws.	Article 921 The lands transformed or exposed by the river, and the islands formed in its course, ownership shall be subject to the provisions of their laws.
Article 922 All buildings, plantations and other works existing above or below the ground are deemed to have been carried out by the owner of the land at his own expense and belong to him. It may be proven, however, that such works were made by a third party at his own expense, as it may be proved that the owner of the land has transferred the ownership of already existing works or the right to erect and own such works to a third party.	Article 922 (1) Everything on or under the land, whether building, plants, or other facilities, is considered the work of the landowner, which he erected at his expense and is owned by him. This is to prove that a foreigner has established these facilities at (2) and this is permissible at his expense. It is also permissible to provide evidence that the landowner has authorized a foreigner to own ownership of facilities that existed before or granted him the right to establish and own these facilities.
Article 923 Constructions, plantations and other works carried out with materials belonging to another, become the exclusive property of the owner of the land when the removal of these materials is not possible without seriously damaging the works, or even when it is possible to do so but proceedings to recover the property are not	Article 923 (1) Any building, plants, or other facilities that he creates on it with materials owned by others shall be the exclusive property of the owner of the land, if it is not possible to remove these materials without causing serious damage to these structures, or if it is possible to remove them but no lawsuit is filed to recover them within one year from The day the owner of the materials learns that they have been incorporated into these facilities. (2) If the landowner owns the materials, he must pay their value along with

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commenced within a year from the date on which the owner of the materials knew of their incorporation in the works. When the owner of the land acquires the property of the materials, he must pay their value together with an indemnity, if indemnity is due. When, however, the owner of the materials recovers the materials, their removal must be affected at the cost of the owner of the land.	However, if the materials are recovered by their owner, then compensation will be given if they are removed. At the expense of the land owner.
Article 924 When a third party caries out works with his own materials on land which he knows is not his property, without the consent of the owner of the land, the owner of the land may, within a year from the day on which he learns of the execution of the works, demand either their removal at the cost of the third party who erected them, together with an indemnity, if indemnity is due, or their retention against payment of their break-up value or of a sum equal to the increased value they have given to the land. A third party who carried out the works may claim the right to remove them if he does not cause any damage to the land in so doing., unless the owner of the land chooses to keep the works in accordance with the provisions of the preceding article .	Article 924 (1) If a person erects structures on land that he knows are owned by someone else without the consent of the landowner, he may request the removal of the structures at the expense of the person who erected them, with compensation if he has any reason, within a period of one year from the day on which he became aware of the establishment of the facilities or that It is requested to retain the facilities in exchange for paying their value due for removal, or paying an amount equal to the increase in the price of the land due to these facilities. (2) The person who erected the facilities may request their removal if this does not cause harm to the land, unless the land owner chooses to keep the facilities in accordance with the provisions of the previous paragraph.
Article 925 If the third party who carried out the works mentioned in the preceding article honestly believed that he was entitled to do so, the owner of the land has no right to demand their removal, but he may, at his option, and provided the third party does not claim their removal, pay the third party either the value of the materials and the cost of the work or a sum equal to the increased value that the works have given to the land. If, however, the works are so extensive that the payment of the amount due in respect thereof is onerous for the owner of the land, he may claim the transferance of the ownership of the land to the third party against payment of an adequate compensation.	Article 925 (1) If the person who established the facilities referred to in the previous article believes in good faith that he has the right to establish them, the land owner does not have the right to request their removal, but rather has the choice between paying the value of the materials and the labor wages or paying an amount equal to the increase in the price of the land due to These facilities, unless the owner of the facilities requests their removal. (2) However, if the facilities have reached a point of seriousness that would burden the landowner to pay what is due for them, he may request ownership of the land from the person who erected the facilities in exchange for fair compensation.
Article 926 If a third party carries out works with his own materials, with the permission of the owner of the land, the owner of the land cannot, in the absence of agreement with regard to these works, demand their removal. The owner of the land must pay to the third party, if the third party does not ask himself for their removal, one of the two amounts laid down in the first paragraph of the preceding article.	Article 926 If a foreigner establishes facilities with his own materials after obtaining a license from the land owner, it is not permissible for this owner, if there is no agreement regarding these facilities, to request their removal, and if the owner of the facilities does not request their removal, he must pay him one of the two values stipulated in Paragraph The first of the previous article.
Article 927 The provisions of Article 982 apply as regards payment of compensation referred to in the three preceding articles.	Article 927 The provisions of Article 982 apply to the payment of compensation stipulated in the previous three articles.
Article 928 If during the construction of a building on his own land, an owner encroaches in good faith on part of an adjoining land, the Court may, within its discretion, compel the owner of the adjoining land to transfer to his neighbor the ownership of that part which is occupied by	Article 928 If the owner of the land, while constructing a building on it, has in good faith occupied a part of the adjacent land, the court may, if it deems it appropriate, force the owner of this land to transfer to his neighbor the ownership of the part occupied by the building, in exchange for fair compensation.

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the building, against payment of adequate compensation.	
Article 929 Light constructions, such as sheds, shops and shelters, erected on the land of another, which are not intended to be maintained permanently, shall be the property of the person who erected them.	Article 929 Small establishments, such as kiosks, shops, and shelters, that are built on someone else's land without the intention of them remaining permanently, are the property of the person who established them.
Article 930 If a third party carries out works with materials belonging to another party, the owner of the materials cannot claim their restitution but he has a claim for compensation against the third party, and also against the owner of the land up to the amount remaining due by him in respect of the value of the works.	Article 930 If a foreigner establishes facilities with materials owned by others, the owner of the materials has no right to request their return. Rather, he has the right to claim compensation from this foreigner, just as he has the right to claim from the owner of the land an amount not exceeding what remains in his possession of the value of those facilities.
The Right of Accession in Respect of Movable Property Article 931 When two movables belonging to two different owners become mingled in such a way that they cannot be separated without deterioration, the Court, in the absence of any agreement between the two owners, shall decide the matter in accordance with the rules of equity, having regard to the damage already done, the circumstances and the good faith of each of the two parties.	**With movable adhesion** Article 931 If movables belonging to two different owners are joined together such that they cannot be separated without damage and there is no agreement between the owners, the court shall decide the matter, guided by the rules of justice and taking into account the damage that occurred, the condition of the two parties, and the good faith of each of them.
5- Acquisition by Contract Article 932 The ownership of movables and immovables and other real rights are transferred by contract, when the contract refers to an object belonging to the person disposing of it, in accordance with Article 204 and also subject to the following provisions.	**Contract-5** Article 932 Ownership and other real rights in movable property and real estate are transferred by contract, when it is returned to a place owned by the disposer of property in accordance with Article 204, taking into account the following texts.
Article 933 The ownership of a movable which is described only as regards its species is transferred only upon its identification in accordance with Article 205.	Article 933 A movable property that is only specified by its type does not transfer ownership except by separating it in accordance with Article 205.
Article 934 Ownership and other real rights over immovable property are not transferred either between parties or as regards third parties unless the rules laid down in the law regulating the publication of real rights is observed. The law regulating the publication of real rights above referred to shall indicate the acts, judgments and instruments which should be published, whether they have the effect of transferring the ownership or not, and shall determine the rules as regards such publication.	Article 934 (1) In real estate matters, property ownership and other real rights are not transferred, whether between the contracting parties or against third parties, unless the provisions set forth in the Real Estate Registration Law are taken into account. (2) The aforementioned publicity law explains the dispositions, judgments, and bonds that must be publicized, whether they transfer ownership or not, related to this publicity.
6- Acquisition by Preemption Conditions for the Exercise of Preemption Article 935 Preemption is the opportunity that a person has to substitute himself in a sale of immovable property in the place of the purchaser, in the cases and subject to the conditions laid down in the following articles.	**Pre-emption -6** **By pre-emption, taking conditions** Article 935 Pre-emption is a license that allows, in the sale of real estate, to replace the buyer in the circumstances and under the conditions stipulated in the following articles.
Article 936 The right of preemption belongs: a- to the bare owner, in the case of a sale of all or part of the usufruct attached to a bare property;	Article 936 The right to pre-emption is established: (A) To the owner of the property if all or part of the usufruct rights over its clothing are sold. (b) For a joint partner if he sells some of the common property to a foreigner.

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b- to the co-owner in common, in case of a sale to a third party of a part of the property held in common; c- to the usufructuary, in case of a sale of all or part of the bare property which produces his usufruct; d- In the case of hekr, to the bare owner if the sale relates to the right of hekr; and to the beneficiary of the hekr if the sale related to the bare property; e- to the neighboring owner in the following cases: i- in the case of buildings or building land whether situated in a town or in a village; ii- if the land enjoys a right of servitude over the land of a neighbor, or if a right of servitude exists in favor of the land of a neighbor over the land sold; iii- if the land of a neighbor adjoins the land sold on two sides and the value is at least half of the value of the land sold.	(c) To the owner of the usufruct right if all or some of the neck subject to this right is sold. (d) To the owner of the property in the monopoly if the right to the monopoly is sold, and to the owner of the monopoly property if the property is sold. (e) For the landlord neighbor in the following cases: If the real estate is buildings or land intended for construction, whether in cities or villages. If the sold land has an easement right over the neighbor's land, or the neighbor's land has an easement right over the sold land. If the neighbor's land is adjacent to the sold land on two sides and the value is equal to at least half the price of the sold land
Article 937 When several persons preempt, the right of preemption will be exercised in the order set out in the preceding article. If several persons of the same degree exercise the right of preemption, the rights of preemption will belong to each one of them in proportion to his share. If a purchaser is, in accordance with the provisions laid down in the preceding article, entitled to exercise the right of preemption, he will be preferred to other preemptors of the same degree or of a lower degree, but those of a higher degree will have priority over him.	Article 937 (1) If the pre-emptors compete, the right of pre-emption shall be exercised according to the order stipulated in the previous article. (2) If the pre-emptors from one class compete, the entitlement of each of them to pre-emption shall be according to his share. (3) If the buyer fulfills the conditions that would make him a pre-emptor in accordance with the text of the previous article, then he is given preference over the pre-emptors who are from his family or from a lower class, but he is preceded by those who are from a higher class.
Article 938 If a person acquires a property which may be subject to preemption and sells it prior to any notification of an intention to preempt or prior to the transcription of such notification in accordance with Article 942, preemption can only be exercised against the second purchaser and Subject to the conditions upon which he has purchased the property.	Article 938 If a person buys an item for which pre-emption is permissible and then sells it before announcing any desire to take pre-emption or before this desire is registered in accordance with Article 942, then pre-emption is not permissible except from the second buyer and under the conditions under which he purchased it.
Article 939 Preemption cannot be exercised: a- if the sale is made by public auction in accordance with the provisions prescribed by law; b- if the sale is made between ascendants and descendants, between spouses or between relatives to the fourth degree, or between relatives by marriage to the second degree; c- if the property sold is destined for religious purposes, or to be annexed to property already used for such purposes. A wakf cannot exercise the right of preemption.	Article 939 (1) It is not permissible to take pre-emption: (a) If the sale occurred by public auction in accordance with procedures established by law. (b) If the sale takes place between ascendants and descendants, between spouses, between relatives up to the fourth degree, or between in-laws up to the second degree. Sold to make a place of worship or to be attached to a place of worship. (c) If the property has (2) It is not permissible for the waqf to take pre-emption
The Procedure for Preemption.	**Pre-emption procedures**
Article 940 Whoever desires to exercise the right of preemption must, on pain of forfeiture of his right, notify both the vendor and the purchaser of his intention within a period of fifteen days from the date of a formal summons served on him either by the vendor or by the buyer. This period is increased if necessary by the time allowance for distance.	Article 940 Whoever wants to take pre-emption must declare his desire to do so to both the seller and the buyer within fifteen days from the date of the official warning given to him by the seller or the buyer, otherwise his right will be forfeited. The distance period shall be increased to that period if necessary.

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Article 941 The formal summons provided for in the preceding article must, on pain of nullity, contain the following particulars: a- an adequate description of the property subject to preemption; b- The amount of the price, the costs and the conditions of sale, and the first names, surnames, professions and domiciles of the seller and the buyer.	Article 941 The official warning stipulated in the previous article shall include the following information, otherwise it shall be invalid (a) A sufficient explanation of the property that may be taken by pre-emption. (b) A statement of the price, official expenses, terms of sale, and the name, surname, industry, and domicile of both the seller and the buyer.
Article 942 Notification of intention to exercise the right of preemption must, on pain of nullity, be made through the Court. It is not valid as against third parties unless it is transcribed. The actual sale price must, within thirty days at the most from the date of this notification, be deposited in full at the Caisse of the Court of the district in which the property is situated, and in any event before the introduction of the action in preemption. If this deposit is not made within the prescribed time and manner, the right of preemption shall be forfeited.	Article 942 (1) The declaration of the desire to take pre-emption must be official, otherwise it will be invalid. This announcement shall not be a proof against others unless it is registered. (2) Within thirty days at most from the date of this announcement, the treasury of the court within whose jurisdiction the property is located must deposit all the actual price that was obtained, taking into account that this deposit be before filing the lawsuit for pre-emption. If the sale is not made, the deposit shall be made on this date in the manner mentioned above. The right of pre-emption has been lost.
Article 943 An action in preemption must, under pain of forfeiture, be introduced against the vendor and the purchaser before the Court of the district in which the property is situated, and enrolled on the Court list within thirty days from the date of notification provided for In the preceding article. The case will be disposed of as a matter of urgency.	Article 943 A pre-emption lawsuit against the seller and the buyer shall be filed before the court within which the property is located and shall be registered in the schedule. All of this shall be within thirty days from the date of the announcement stipulated in the previous article, otherwise the right to it shall be forfeited and the case shall be decided quickly.
Article 944 Without prejudice to the rules with regard to transcription, the judgment which finally establishes the right to preemption will constitute the title of the ownership of the preemptor.	Article 944 The final ruling on pre-emption is considered a document of the pre-emptor's ownership. This is without prejudice to the rules related to registration.
The Effects of Preemption Article 945	**Pre-emption effects**
The preemptor is, vis-a-vis the vendor, substituted for the buyer, in all his rights and obligations. The preemptor is not, however, entitled to benefit from the delay granted to the purchaser for payment of the price unless he obtains the consent of the vendor. If, after preemption, the property is claimed by a third party, the preemptor will only have a right of action against the vendor.	Article 945 (1) The pre-emptor before the seller replaces the buyer in all his rights and obligations. (2) However, he is only entitled to benefit from the deadline granted to the buyer in paying the price With the seller's satisfaction. (3) If the property becomes due to a third party after taking it by pre-emption, the pre-emptor has no right to have any recourse except against the seller.
Article 946 If, before the notification of preemption, the purchaser has built or planted on the preempted property, the preemptor is bound, at the option of the purchaser, to pay to the purchaser either the amount spent by him or the amount of the increase in value of the property as a result of such construction or plants. When, however, such constructions or plantations have been made after the notification of preemption, the preemptor may claim their removal. If he prefers to retain them, he is only bound to pay the value of the building materials and the labor of the planting expenses.	Article 946 (1) If the buyer builds on the pre-empted property or plants trees on it before announcing the desire for pre-emption, the pre-emptor is obligated, depending on what the buyer chooses, to pay him either the amount he spent or the amount that increased in the value of the property due to the construction or planting. (2) If the construction or planting took place after announcing the desire for pre-emption, the pre-emptor may request removal. If he chooses to keep the building or planting, he is only obligated to pay the value of the construction tools and the labor or planting expenses.

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Article 947 Mortgages charges registered against the purchaser, and any sale made by him and any real right granted by or registered against him after the date of transcription of the notification of preemption, are not valid as against the preemptor. Registered creditors, however, will retain their rights of preference on that part of the price of the property which reverts to the purchaser.	Article 947 Any official mortgage or any right of jurisdiction taken against the buyer, nor any sale issued by the buyer, nor any right in rem arranged or resulting against him, shall apply to the pre-emptor if all of this was done after the date on which the announcement of the desire to do so was recorded to the registered creditors, whatever they had. Priority rights in terms of pre-emption. The price of the property remains with the buyer.
Forfeiture of the Right of Preemption Article 948	**Pre-emption falls**
The right of preemption is forfeited in the following cases: a- If the preemptor renounces his rights, even before the sale; b- if four months have elapsed since the date of registration of the deed of sale; c- in all other cases prescribed by law.	Article 948 The right to pre-emption lapses in the following cases: (a) If the pre-emptor waives his right to take pre-emption even before the sale. (b) If four months have passed from the day the sales contract was registered. (c) In other cases stipulated by the law.
Possession 7-	**7- Possession**
Acquisition, Transfer and Loss of Possession	**and its removal Possession is gain**
Article 949 Possession does not result from actions that are done by permission or merely tolerated. Possession obtained by acts of violence, secretly or in a dubious manner has effects, as regards the person against whom the violence, secrecy or dubious means were exercised, only from the time that such unlawful means have ceased.	Article 949 (1) Possession is not based on an act undertaken by a person as merely a permissible license or an act borne by others as a matter of tolerance. (2) If it is accompanied by coercion, occurs secretly, or is ambiguous, it will have no effect on the person upon whom the coercion occurred, or from whom the possession was hidden, or whose matter was confused, except from the time when these defects disappear.
Article 950 A person lacking discretion may acquire possession by the intervention of his legal representative.	Article 950 An unprivileged person may gain possession through someone acting on his legal behalf .
Article 951 Possession may be exercised by an intermediary, provided that he exercises it in the name of the possessor and that his relationship to the possessor is such that he is obliged to obey his instructions as regards the possession. In case of doubt, a person who is actually in possession is presumed to be in possession on his own behalf. If he continues a former possession, the continuation of such possession is presumed to be on behalf of the person who commenced the possession.	Article 951 (1) Possession by mediation is valid if the mediator undertakes it in the name of the possessor and is in contact with him and is obliged to comply with his orders in relation to this possession. (2) When in doubt, it is assumed that it is permissible for the person to initiate possession only for himself. If it is a continuation of a previous possession, I assume that this continuation is for the account of the one who initiated it
Article 952 Possession is transmitted by a possessor to another by mutual agreement, without actual delivery of the thing which is the object of possession being made, provided the person to whom the possession has been transmitted is able to assume control of the right over the thing forming the object of possession.	Article 952 Possession is transferred from the possessor to another if they agree on this and the person to whom possession is transferred is able to control the right to which the possession is granted, even if there is no physical receipt of the thing that is the subject of this right.
Article 953 Possession may be transmitted without actual delivery if the possessor continues the possession on behalf of his successor in title or if the successor in title continues the possession for his account.	Article 953 Possession may be transferred without physical delivery if the possessor continues to hold possession for the account of his successor in possession, or if the successor continues to hold possession but for his own account.
Article 954 The handing over of documents issued in respect of goods entrusted to a carrier or deposited in store, is	Article 954 (1) The delivery of the bonds given for the goods entrusted to the transport trustee or deposited in the warehouses is in place of the delivery of the goods themselves.

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equivalent to the handing over of the goods themselves. If, however, the documents are handed over to one person and the goods to another, both being in good faith, the person who receives the goods has the preference.	(2) However, if one person receives these documents and another receives the same goods, and both are in good faith, then preference will be given to the person who received the goods.
Article 955 Possession is transmitted with all its features to a universal successor in the title. When the original possessor was of bad faith, his successor in title may, however, if he establishes his good faith, avail himself thereof. A successor in title holding under a special title may add to his possession that of the original possessor for the legal effect of possession.	Article 955 (1) Possession is transferred to the general successor in its capacity, provided that if the predecessor was in bad faith and the successor proves that he was in possession in good faith, he may cling to his good faith. (2) A special successor may add to his possession his predecessor for all the effects of the law on possession.
Article 956 Possession ceases when the possessor abandons his actual control over the right or when he loses it in any other way.	Article 956 Possession ceases if the possessor relinquishes effective control of the right or loses such control in any other way.
Article 957 Possession does not cease if a temporary obstacle prevents the possessor from exercising his actual control over the right. Possession ceases, however, if this obstacle continues for a whole year and is the result of a new possession exercised against the wish or without the knowledge of the possessor. The period of one year runs from the moment from which the new possession commences, if it takes place openly, or from the day on which the former possessor knew of it, if it commences secretly.	Article 957 (1) Possession does not expire if a temporary impediment prevents the exercise of actual control over the right. and it arises from a (2) However, possession expires if this impediment continues for a full year, knowledge. It is calculated possession that occurred against the will of the possessor or without his from the time the first starting from the time the new possession began, if it began publicly, or possessor became aware of it if it began secretly.
Protection of Possession (The three possessory actions)	**Tenure protection (Third possession lawsuits)**
Article 958 A person who is in possession of an immovable and who loses possession thereof may, during the year which follows his loss of possession, claim to be reinstated in possession. If the loss of possession was secret, the delay of one year begins from the day on which the loss of possession is discovered. A person who exercises possession on behalf of another person may also claim to be reinstated in possession.	Article 958 (1) The owner of the property may request its return to him during the year following its loss. If the loss of possession was hidden, the Sunnah begins to run from the time this is revealed. (2) It is also permissible to recover possession from each holder on behalf of others.
Article 959 A person losing possession after having been in possession for less than a year can claim to be reinstated if the person dispossessing him has not a better possession than his own. The possession is better if found on a legal title. If neither possessor has a title or both possessors have titles of equal value, the better possession is that which commenced first. If the loss of possession takes place by violence, the possessor may always claim restitution within a year following the loss of possession.	Article 959 (1) If the person who lost possession has not been in possession for a year at the time of his loss, then possession may only be regained by a person who does not rely on possession more deserving of preference. The possession most deserving of preference is the possession that is based on a legal document. If none of the holders has a bond or their bonds are equal, the most deserving possession is the first in history. (2) If the loss of possession was by force, the possessor may, in all cases, recover his possession from the trespasser during the following year.
Article 960 A person who has been dispossessed may take proceedings, within the time allowed by law, for recovery of possession against the person who has possession of the property of which he was dispossessed, even if such person acted in good faith.	Article 960 The possessor may, within the legal period, file a claim to recover possession against the person to whom possession of the usurped item was transferred, even if the latter had good intentions.

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Article 961 A person who remains in possession of an immovable for a whole year may, if he is disturbed in his possession, take proceedings during the year which follows the disturbance for the discontinuance of the disturbance.	Article 961 Whoever possesses real estate and continues to possess it for a full year and then suffers an infringement during his possession, may file a lawsuit during the following year to prevent this infringement.
Article 962 A person who remains in possession of an immovable for a whole year may, if he has good grounds to fear disturbance as a result of new works which threaten his possession, apply to the Judge to order the suspension of such works, provided that they have not been finished and that a year has not elapsed since the commencement of the works which may cause him damage. The Judge may either stop or authorize the continuance of the works. In both cases he may order the provision of an adequate guarantee: in the case of a judgment ordering the suspension of the works, to cover compensation for damage caused by the suspension if a final decision shows that the claim for discontinuance of the works was without foundation; and in the case of a judgment ordering the continuity of the works, to cover the cost of their total or partial demolition as compensation for the damage suffered by the possessor if he obtains a final judgment in his favor.	Article 962 (1) Whoever possesses real estate and continues to possess it for a full year and fears, for reasonable reasons, that he will be exposed to it as a result of new actions that threaten his possession, he has the right to raise the matter to the judge requesting that these actions be stopped, provided that they have not been completed and one year has not passed since the beginning of the work that would affect his possession. to cause damage. (2) The judge may prevent the continuation of the works or authorize their continuation. In both cases, the judge may order the provision of an appropriate guarantee, which, in the event of a ruling to stop the works, shall serve as a guarantee for the benefit of the damage resulting from this cessation, if it becomes clear by a final ruling that the objection to its continuation was unfounded. In the event that a ruling is issued to continue the works, it will guarantee the removal of all or some of these works in order to repair the damage that befalls the possessor if he obtains a final ruling in his fav
Article 963 When several persons claim possession of the same right, the person who has actual possession is presumed to be provisionally the possessor unless it is established that he acquired possession in a wrongful manner.	Article 963 If multiple persons dispute over the possession of a single right, the possessor shall be temporarily considered to be the one who has physical possession, unless it appears that a contract obtained this possession in a defective manner.
Article 964 The possessor of a right is presumed, until the contrary is proven, to be its rightful possessor.	Article 964 Whoever possesses the right shall be deemed to have possessed it until evidence to the contrary is established.
Article 965 The possessor of a right who is unaware that he infringes the right of another is presumed to be in good faith, unless his ignorance was the result of a serious mistake. If the possessor is a juristic person, it is the good or bad faith of its representative that will be taken into account. Good faith is always presumed in the absence of proof to the contrary.	Article 965 (1) Someone who permits a right without knowing that he is violating the right of another is considered to be particle. in good faith, unless this right results from a mistake. (2) If the possessor is a legal person, what matters is the intention of the person who represents him. (3) Good faith is always assumed unless evidence exists to the contrary.
Article 966 The good faith of a possessor ceases only from such time as he becomes aware that his possession infringes the rights of another. Good faith ceases as soon as the defects of the Possession have been notified to the possessor in the writ by which legal proceedings are commenced. A person who has usurped the possession of another by violence is believed to have acted in bad faith.	Article 966 (1) The possessor's good faith status does not cease except from the time he becomes aware that his possession is an infringement on the right of others. (2) Good faith ceases from the time the possessor is notified of the defects of his possession in the claim document. Anyone who usurps possession from others by force is considered bad faith.
Article 967 Subject to proof to the contrary, possession continues to have the same character that it had at the time it was acquired.	Article 967 Possession shall remain in the capacity in which it began at the time it was acquired, unless evidence exists to the contrary.
Effects of Possession. **Acquisitive Prescription**	**Effects of** **Possession Prescription Gain**

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Article 968 A person who has possession of a movable or immovable without being its owner, or of a real right over a movable or immovable without a just title thereto, may acquire the ownership of the thing or the title to the real right if he possesses It continues uninterrupted for fifteen years.	Article 968 Or he acquires a real right over someone who owns a movable or immovable property without being the owner of the movable or immovable property and without this right being specific to him. He has the right to acquire ownership of the thing or the real right if his possession continues without interruption for fifteen years.
Article 969 When a person remains in possession, in good faith and by virtue of a just title, of an immovable or of a real right over an immovable, the period of acquisitive prescription is five years. Good faith is required only at the moment of conveyance of the right. A just title is a document of title emanating from a person who is not the owner of the property or the beneficiary of the right that it is desired to acquire by prescription, and must be duly transcribed.	Article 969 (1) If the possession takes place over a real estate property or over a real estate right and is accompanied by good faith and at the same time based on a valid reason, then the statute of limitations for the gain shall be five years. (2) Good faith is not required except at the time of receiving the right. (3) The valid reason is a document issued by a person who is not the owner of the thing or the owner of the right that is intended to be acquired by prescription, and it must be registered in accordance with the law
Article 970 In any case, wakf property and hereditary rights are only acquired by prescription by possession for thirty-three years.	Article 970 In all cases, inheritance rights are not acquired by prescription unless the possession lasts for a period. It is not permissible to own private funds owned by the state or thirty-three years for public legal persons, as well as the funds of economic units affiliated with public institutions or public bodies, public sector companies not affiliated with them, and charitable endowments, or to gain any right in rem over these funds by statute of limitations. It is not permissible to infringe on the funds referred to in the previous paragraph, and in the event of infringement, the competent minister has the right to remove it administratively.
Article 971 Present possession, whose existence can be proven to have existed at an ascertained previous time, is presumed to have existed during the intervening time unless the contrary is proven.	Article 971 If it is proven that possession took place at a certain previous time and it is currently in effect, this will be evidence that it took place during the period between the two times unless evidence is established to the contrary.
Article 972 No one can set up prescription contrary to his title: that is to say that no one may by himself and in his own interests change the cause and origin of his possession. A person may, however, acquire a title by prescription if the nature of his possession is changed either by the act of a third party or if such person sets up an adverse claim against the owner; but in such a case prescription only runs from the date of such change.	Article 972 No one can (1) No one who gains by prescription contrary to his document can change for himself the reason for his possession nor the basis on which this possession is based. (2) However, he can gain by prescription if the nature of his possession changes, either by the action of others or by an act on his part that is considered an opposition to the owner's right, but in this case the prescription does not begin to run until the date of this change.
Article 973 Subject to the following provisions, the rules as to extinctive prescription, in so far as they are not incompatible with the nature of acquisitive prescription, are applicable as regards the calculation of the period of prescription, its suspension or interruption, claims are regards prescription in Court, the renunciation of prescription and any agreement as to modification of the period.	Article 973 The rules of the dropped statute of limitations apply to the earned statute of limitations with regard to calculating the period, and the suspension of the dropped statute of limitations on the earned statute of limitations with regard to calculating the period, stopping and interrupting the statute of limitations, adhering to it before the judiciary, waiving it, and agreeing to amend the period, to the extent that these rules do not conflict with the nature of the statute of limitations and taking into account the following provisions. : gain
Article 974 Acquisitive prescription, whatever its period, is suspended if any cause exists for such suspension.	Article 974 Whatever the statute of limitation period, the gain shall cease when the reason for the suspension is found.
Article 975 Acquisitive prescription is interrupted if the possessor abandons or loses possession even by the act of a third party. Prescription is not, however, interrupted by loss of possession if the possessor recovers possession within a	Article 975 (1) The prescription for gain shall be interrupted if the possessor abandons or loses possession, even by the action of a third party. (2) However, the statute of limitations is not interrupted by loss of possession if the possessor recovers it within one year or files a lawsuit to recover it within this period.

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year or takes proceedings for the recovery of possession within that period.	
The Acquisition of Movables by Prescription Article 976 A person in possession of a movable, of a real right over a movable or of a bearer warranty by virtue of a just title becomes the owner thereof if at the moment he acquired possession, he was of good faith. If he enters into possession in good faith by virtue of a just title, in the belief of the thing is free of all charges and encumbrances, he acquires the thing free of such charges and encumbrances. Subject to proof to the contrary, mere possession is a presumption of a just title and good faith.	**By possession of the movable property you own it** Article 976 (1) Whoever acquires for a valid reason a movable property or a real right over a movable property or a bearer bond as an owner thereof if he was in good faith at the time of his possession. It becomes (2) If the good faith and the correct reason have been given to the person who possesses the thing as being free of real costs and restrictions, then he gains ownership free of them. (3) Possession in itself is evidence of the existence of the correct reason and good faith, unless evidence to the contrary.
Article 977 A person who has lost or has been robbed of a movable or a bearer warrant, can, within three years from the date of the loss or theft, bring an action to recover it from a third party in possession, even if such third party is of good faith. When the thing stolen is found in the possession of a third party who bought it in good faith on the market, at a public sale or from a merchant selling similar articles, such third party is entitled to recover from the person claiming to restitution the price he paid for the thing.	Article 977 (1) It is permissible for the owner of a movable property or a valid document in good faith, unless there is evidence to the contrary. (2) If the person in possession of the stolen or lost item has bought it, then he has the right to, in good faith, in a market or auction, or buy it from someone who trades in similar items, request from the person who recovers this item to pay him the price he paid.
The Acquisition of the Fruits by Possession Article 978	**By possession, you own the fruits**
A possessor faith acquires all fruits collected so long as he is of good. Natural or industrial fruits are considered to be collected from the moment they are separated. Legal fruits are deemed collected day by day.	Article 978 (1) The possessor earns the fruits he receives as long as he has good intentions. (2) Natural or newly created fruits are considered received from the day they are separated, while civil fruits are considered received day after day
Article 979 A possessor in bad faith is responsible for all the fruits that he has collected or that he has failed to collect, from the moment he became of bad faith. He may, however, claim refund of his expenses in connection with the production of fruits.	Article 979 The possessor in bad faith shall be responsible from the time he becomes in bad faith for all the fruits he receives which he failed to collect. However, it is permissible for him to recover what he spent on producing these fruits.
Recovery of Expenses Article 980	**Expenses recovered**
The owner to whom the property is restituted must pay to the possessor all the expenditure of a necessary kind that he has incurred. The provisions of Articles 924 and 925 shall apply as regard expenditure of an advantageous kind. If the expenditure is of a luxurious nature, the possessor cannot claim repayment of any of such expenditure. He may, however, remove the works he has made, provided he restores the property to its original condition, unless the owner prefers to keep the works upon payment of their break up value.	Article 980 What he spent (1) The owner to whom his property is returned must pay to the possessor all necessary expenses. (2) As for useful expenses, the provisions of Articles 924 and 925 apply to them. (3) If the expenses are complementary, the possessor does not have the right to demand any of them. Thus, he may rent the facilities he has created on condition that he returns the thing And with to its original condition, unless the owner chooses to keep it in exchange for paying its value due for removal.
Article 981 A person who takes possession from a previous owner or possessor, may, if he establishes that he has paid to such previous owner or possessor the expenditure incurred by him, demand repayment from the person claiming	Article 981 If a person receives possession from a previous owner or possessor and proves that he paid his predecessor the expenses incurred, then he has the right to demand a refund from them.

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ownership.	
Article 982 The Jude may, at the request of the owner, select the method which he considers suitable for the repayment of the expenses referred to in the two preceding articles. He may also order repayment by periodical installments, provided that the necessary security is supplied. The owner may free himself from this obligation by paying in advance a sum equal to the amount of such installments less interest calculated at the legal rate up to the date fixed for payment.	Article 982 The judge may, upon the owner's request, decide what he deems appropriate to meet the expenses stipulated in the previous two articles, and he may rule that payment be made in periodic installments, provided that the necessary guarantees are provided. The owner may release himself from this obligation if he advances an amount equivalent to the value of these installments, less their interest, at the legal rate until their due dates.
Liability in the Event of Loss Article 983	**Losing responsibility**
A possessor in good faith, who has enjoyed the thing in accordance with his presumed rights, is not liable to pay any compensation on this account to the person to whom he must replace the thing. He is only liable for the loss or deterioration of the thing up to the amount of profit he has received in consequence of such loss or deterioration.	Article 983 (1) If the possessor is in good faith and benefits from the thing according to what he considers to be his right, he shall not be liable to the person to whom he is obligated to return the thing for any compensation due to this use. (2) The possessor shall not be responsible for any loss or damage that befalls the thing except to the extent of the benefit he has received resulting from this loss or damage.
Article 984 If the possessor is a possessor in bad faith, he is liable for the loss or deterioration of the thing, even fortuitous, unless he proves that such loss or deterioration would have occurred if the thing had been in the possession of the person claiming retitution.	Article 984 If the possessor is in bad faith, he will be responsible for the loss or damage of the thing, even if that was the result of a sudden accident, unless he proves that the thing was destroyed or destroyed even if it remained in the hands of the person entitled to it.
Chapter II **Rights Derived From the Right of Ownership**	**Chapter Two:** **Rights deriving from the right of ownership**
Section I **The Right to Usufruct, the right of User and the right of Occupation**	**Chapter One:** **The right to usufruct, the right to use, and the right to housing**
Usufruct 1-	**1- Usufruct right**
Article 985 The right of usufruct may be acquired by a legal disposition, by preemption or prescription. Usufruct may be bequeathed by will to successive persons if they are alive at the moment of the bequest; it may also be bequeathed to a child.	Article 985 (1) The right to benefit from a gain by legal action or by statute of limitations. (2) It is permissible for the usufruct right to be bequeathed to successive persons if they are alive at the time of the will, and it is also permissible for a latent pregnancy.
Article 986 The rights and obligations of a usufructuary are governed by the conditions imposed by the deed which the usufruct is created and by the provisions contained in the following articles.	Article 986 The beneficiary's rights and obligations shall take into account the document that created the usufruct right, as well as the provisions stipulated in the following articles:
Article 987 The fruits of the property which is subject to the usufruct revert to the usufructuary, in proportion to the period of his usufruct, subject to the provisions of paragraph 2 of Article 993.	Article 987 Taking into account that the fruits of the thing benefited from are the right of the beneficiary in proportion to the period of his benefit, the provisions of the second paragraph of Article 993.
Article 988 The usufructuary must use the property in the state in which he has received if and according to the object for which it was intended; he must observe the rules of good management. The owner may object to any use of the property that is unlawful or unsuitable to the nature of the property. If the owner proves that his rights are endangered, he	Article 988 (1) The beneficiary must use the thing in the condition in which he received it, account for what was prepared for it, and manage it in a good manner. (2) The owner has the right to object to any use that is unlawful or inconsistent with the nature of the thing. If he proves that his rights are in danger, he may demand that insurance be provided. If the beneficiary does not provide them or, despite the owner's objection, he continues to use the property in an unlawful or inconsistent manner. With its nature. The judge may take this property from under his control and hand it over to another person who will manage it, or rather for him

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does not usufructuary the if and security demand may provide such security or if, despite the objections of the owner, he continues to use the property unlawfully or in a manner unsuitable to its nature, the Judge may take the property from him and entrust it to a third party for its management; The Judge may also, in circumstances of a serious nature, declare the usufruct extinguished, without prejudice to the rights of third parties.	Depending on the seriousness of the situation, the usufruct right may be terminated without prejudice to the rights of others.
Article 989 The usufructuary is liable, during the continuance of his enjoyment, for all normal charges in respect of the property subject to the usufruct and all expenses for repairs incidental to its maintenance. The owner is obliged to pay abnormal expenses and the cost of heavy repairs which do not arise from any fault on the part of the usufructuary, but the usufructuary is bound to pay to the owner interest on the amount extended by him in this respect. If the usufructuary has himself advanced the cost, he is entitled to obtain repayment of the capital amount paid by him when the usufruct terminates.	Article 989 (1) The beneficiary is obligated during his use of all the usual costs imposed on the property he uses, and all the expenses required for maintenance work. (2) As for unusual costs and serious repairs that did not arise from the beneficiary's error, they are borne by the owner, and the beneficiary is obligated to pay the owner benefits. If the beneficiary is the one who made the expenditure, he has the right to recover the capital of what he spent on that money when the right of usufruct expires.
Article 990 The usufructuary must preserve the thing with the usual diligence of a normal man. He is responsible for the loss of the property even through no fault on his part, if he has delayed to return the property to its owner after the termination of the usufruct.	Article 990 (1) The beneficiary must exert as much care in preserving the thing as a normal person would. (2) He is responsible for the destruction of the thing, even if it was due to a foreign cause, if he delayed returning it to its owner after the usufruct right expired.
Article 991 The usufructuary must give notice to the owner without delay if the property perishes, deteriorates or requires major repairs the cost of which should be borne by the owner, or if it is necessary to take protective measures against an unforeseen danger. The usufructuary must also advise the owner if a third party claims to have a right over the property.	Article 991 If the thing is destroyed or damaged or needs serious repairs for which the owner must bear the expenses, or if a measure is taken to protect it from an unforeseen danger, the beneficiary must hasten to notify the owner and he must also notify him if a foreigner asserts a right to claim him over the same thing.
Article 992 When the property subject to the usufruct is a movable, an inventory must be made thereof and the usufructuary must give security in respect thereof; if no security is given, the movable in question shall be sold and the proceeds invested in public funds and the income thereof paid to the usufructuary. A usufructuary who has given security may use such things as are consumable provided that he replaces them when his usufruct comes to an end. The usufructuary is entitled to the natural increase of flocks and herds, after replacing therefrom such animals as have accidentally perished.	Article 992 (1) If the property upon which the usufruct right is movable is movable, it must be inventoried and the beneficiary must provide a guarantee for it. If he does not provide it, he sells the aforementioned money and uses its price to buy public bonds, the beneficiary seizes its profits. (2) The beneficiary who provided the guarantee has the right to use the consumable items, but he must return their replacement when his right to benefit expires, and he has the produce of the livestock after he compensates for what was originally lost in a sudden accident.
Article 993 The usufruct terminates at the end of the time for which it was fixed. If no time is fixed, it is considered to have been created for the lifetime of the usufructuary. It ceases in any case upon the death of the usufructuary even before the end of the fixed time. When there are standing crops on the land which is	Article 993 (1) The usufruct right ends with the expiration of the specified term. If no term is specified for it, it is considered to have been determined for the life of the beneficiary. In any case, it ends with the death of the beneficiary even before the expiration of the specified term. (2) If the beneficiary land is occupied upon the expiration of the term or the death of the beneficiary with existing crops, the land is left to the beneficiary or his heirs until the

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subject to the usufruct, at the end of the time fixed for the usufruct or upon the death of the usufructuary, such land shall be left in possession of the usufructuary or of his heirs until the crops are ripe for harvesting, but the usufructuary or his heir shall pay rent for that period.	The rent they pay on the land, during this period, is the rent for the crops
Article 994 Usufruct is extinguished by the loss of the property, but the usufruct is transmitted to any property obtained in lieu of the property destroyed. If the loss is not due to the fault of the owner, he is not bound to restore the property to its original condition, but if he restores the property, the usufruct is re-created in favor of the usufructuary if the loss was not imputable to him; in such a case paragraph 2 of Article 989 applies.	Article 994 (1) The right to benefit from the thing ends with the destruction of the thing, but it is transferred from this thing to whatever compensation may replace it. (2) If the loss is not due to the owner's fault, he is not obliged to return the thing to its original condition, but if he returns it, the usufruct right is restored to the beneficiary if the loss was not due to him. In this case, Article 989, second paragraph, applies.
Article 995 The right of usufruct is extinguished by non-user during a period of fifteen years.	Article 995 The usufruct right expires without use for a period of fifteen years.
2-The Right of User and Occupation Article 996	**Housing and right of use are rights - 2**
Subject to the conditions laid down in the deed by which the right is created, the extent of the right of user and of the right of occupation is determined by the personal requirements of the beneficiary and of his family.	Article 996 The scope of the right of use and the right of residence is determined by the extent of what the right holder and his family need for their own needs, without prejudice to the provisions stipulated in the document establishing the right.
Article 997 The right of user and the right of occupation may only be transferred to third parties by virtue of a formal provision to that effect or for serious reasons.	Article 997 It is not permissible to transfer the right of use or the right of residence to others except based on an explicit condition or strong justification.
Article 998 Subject to the preceding provisions, the rules as regards the right of usufruct apply to the right of user and to the right of occupation, if they are not incompatible with the nature of these two rights.	Article 998 Except for the aforementioned provisions, the provisions relating to the usufruct right apply to the right of use and the right of residence as long as they do not conflict with the nature of these two rights.
Section II **The Right of Hekr**	**Chapter Two: The right of monopoly**
Article 999 Hekr cannot be concluded for a period exceeding sixty years. If a longer period is fixed or if the period is not fixed the hekr is believed to have been concluded for a period of sixty years.	Article 999 It is not permissible to impose a restriction for a period exceeding sixty years. If a longer period is specified or omitted, it will be for a period of sixty years Determining the duration: The monopoly is considered concluded
Article 1000 Hekr can only be concluded for reasons of necessity or expediency and with the permission of the Charie Court of First Instance in the district in which the land or that part of the land which is most valuable is situate. It must be established by virtue of a deed drawn up by the President of the Court, or by a Judge or by a notary delegated by him for the purpose, and must be published in accordance with the provisions of the law relating to the publication of real rights.	Article 1000 It is not permissible to monopolize except for necessity or interest and with the permission of the Sharia Court of First Instance within whose jurisdiction all or most of the valuable land is located, and a contract for it must be issued by the President of the Court or his representative from the judiciary or in accordance with the provisions of the Real Estate Registration Law. notaries, and must be registered accordingly
Article 1001 The grantee of a hekr may dispose of his right; This right is transmissible by inheritance.	Article 1001 The monopolist may dispose of his right and this right is transferred by inheritance.
Article 1002 Constructions, plants and other works carried out be the grantee of the hekr absolutely belong to him. He may dispose of them separately or together with the	Article 1002 . And he acts Completely The monopolist owns any building, planting, or other property he has created Indeed, the monopoly It is alone and combined

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right of hekr.	
Article 1003 A grantee of the hekr must pay the agreed rent to the grantee of the hekr. In the absence of a provision to the contrary in the contract creating the hekr, the rent is payable at the end of each year.	Article 1003 (1) The monopolist must pay the agreed upon rent to the monopolist. (2) The rent shall be payable at the end of each year unless the monopoly contract stipulates otherwise.
Article 1004 A hekr cannot be concluded at a rent less than that paid for similar lands. This rent is increased or diminished at the rental value of similar lands rises or falls by more than one fifth, provided that eight years have passed since the last valuation.	Article 1004 (1) It is not permissible to make reservations for less than the equivalent fee. (2) This rent increases or decreases whenever the change in the typical rent reaches a point where it decrease one-fifth, provided that eight years have passed since the last rent. is permissible to add or appreciation.
Article 1005 The estimation of this rise or fall is made on the basis of the rental value of the land at the time of valuation, taking into account its marketable value and the demand for it, and regardless of any constructions or plantations on it. Improvements or deteriorations caused to the land or to the value of the neighboring land by the grantee of the hekr, as well as his surface rights over the land, should be disregarded.	Article 1005 In estimating the increase or decrease, the rental value of the land is due to the value of the land at the time of estimation, and this takes into account the land area and the desires of the people on it, regardless of the building or planting therein, and without regard to the improvement or damage done by the monopolist to the land itself or to the area of the area. And without being affected by the decision-making right of the monopolist on the land.
Article 1006 The new estimate applies only from the time agreed between the parties, or, in the absence of an agreement, from the date of the commencement of the legal proceedings.	Article 1006 The new estimate shall only apply from the time agreed upon by the two parties, otherwise from the day the lawsuit is filed.
Article 1007 The grantee of the hekr must take the measures necessary to make the land suitable for exploitation, taking into account the agreed conditions, the nature of the soil, the use to which it is intended and local custom.	Article 1007 The monopolist must take the necessary measures to make the land suitable for pasture This includes the agreed upon conditions, the nature of the land, exploitation and what is dictated by the custom of the region. The purpose for which it was prepared,
Article 1008 The right of hekr terminates at the end of the fixed period. The right terminates, however, before the end of the period fixed, if the grantee of the hekr dies before having built on or planted the land, unless all the heirs ask for the maintenance of the hekr. The right of hekr also terminates before the end of the period fixed, if the land burdened with the hekr ceases to be wakf property, unless this cessation results from the revocation of the wakf or the reduction of the period of wakf by the founder, in which case the hekr is maintained until the end of its period.	Article 1008 (1) The monopoly right expires within the specified period. This right ends before the deadline comes if the monopolist dies before (2) he builds or plants if all the heirs request that the monopoly remain. Before the expiry of the deadline, if the status of the moratorium ceases (3) The right to hate also ends The monopolized land, unless the disappearance of this status is due to the donor rescinding his endowment or reducing its term, in which case the monopoly remains until the end of its term.
Article 1009 The grantor of the hekr may demand resiliation of the contract if the rent is not paid to him for three consecutive years.	Article 1009 If the rent is not paid to him for three consecutive years, the monopolist may request termination of the contract.
Article 1010 In the absence of an agreement to the contrary, the grantor of the hekr may, upon resiliation or termination of the contract, claim either the removal of the buildings and plants or their maintenance against payment of	Article 1010 (1) Upon cancellation or expiration of the contract, the monopolist has the right to request either the removal of the building and plants or their retention in exchange for paying the lesser of their value due for removal or retention. This is all unless there is an agreement stipulating otherwise. (2) The court may give the monopolist a deadline to pay if there are exceptional circumstances

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the value of the buildings and plants in their existing state or their value if removed, whichever is the lesser. The Court may accord the grantor of the hekr a time for payment if exceptional circumstances exist that justify such a delay, in which case the grantor must furnish to gurantee the payment of the amount due by him.	A grace period is justified, and in this case the arbitrator provides a guarantee to guarantee the fulfillment of what he owes.
Article 1011 The right of hekr is extinguished by non-user during a period of fifteen years, unless the right of hekr is constituted in wakf, in which case it is extinguished by non-user during a period of thirty three years.	Article 1011 Unless it is a right, the monopoly right expires if it is not used for a period of fifteen years, then it expires if it is not used for a period of thirty-three years. The monopoly is suspended
Article 1012 Subject to the provisions of Article 1008, paragraph 3, no hekr may, from the date upon which this law comes into force, be established on land that is not constituted in wakf. Hekr existing on lands that are not constituted in wakf at the time that this law comes into force are subject to the provisions of the preceding articles.	Article 1012 (1) From the time this law comes into effect, it is not permissible to establish a monopoly on non-endowed land, without prejudice to the provisions of Article 1008, paragraph three. (2) The provisions set forth in the previous articles apply to the monopoly existing on land that is not endowed at the time this law comes into effect.
Some Kinds of Hekr	**Some types of monopoly**
Article 1013 Idjaratein is a contract by which a wakf creates a hekr on land on which buildings are erected which are in need of repair, in consideration of the immediate payment of a sum of money equal to the value of these buildings and The payment of an annual rent for the land is equal to the rental value of similar lands. Subject to the provisions of the preceding paragraph, the rule as to hekr applies to such a contract.	Article 1013 (1) The two-lease contract is for the endowment to monopolize a land on which a building is to be built in the event of repair, in exchange for a sum of money equal to the value of this building, and an annual rent for the land equal to the equivalent rent. (2) The provisions of monopoly apply to him, except as stipulated in the previous paragraph.
Article 1014 The Kholou-el-intifaa is a contract by which a wakf grants a lease of a property even without the permission of the Judge, in consideration of a fixed rent for an indefinite period of time. In accordance with this contract, the lessee undertakes to render the property fit for exploitation; The wakf may, at any time, resiliate the contract by due notice in accordance with the rules as to contracts of lease, provided that the wakf compensates the lessee for his expenses in accordance with the provisions of Article 179. Subject to the provisions of the two preceding paragraphs, the provisions relating to leases of wakf property are applicable to such a contract.	Article 1014 (1) Vacant usufruct is a contract in which the endowment is leased in kind, even without the judge's permission, in exchange for a fixed rent for an unspecified period. (2) The lessee is obligated, pursuant to this contract, to make the property fit for use. The endowment has the right to cancel the contract at any time after warning within the legal time limit in accordance with The rules regarding the lease contract are subject to the condition that the endowment authorizes the lessee 179 for expenses according to Provisions of the article (3) The provisions relating to renting endowed properties shall apply to him without prejudice to what was stipulated in the previous two paragraphs.
Section III **Servitudes**	**Chapter Three:** **The right of easement**
Article 1015 A servitude is a right which limits the enjoyment of a property for the benefit of another property belonging to another owner. A servitude may be imposed on State property in so far as it is not incompatible with the use for which such property is intended.	Article 1015 An easement is a right that limits the benefit of a property for the benefit of another property owned by another person. The agreement may result in public money if it does not conflict with the use for which this money is allocated.
Article 1016 The right to a servitude is acquired by a legal disposition or by inheritance.	Article 1016 (1) The right of easement is acquired by legal action or by inheritance. (2) Only apparent easements, including the right of way, are lost by prescription.

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Only apparent servitudes, including rights of way, can be acquired by prescription.	
Article 1017 Apparent servitudes may also be created by the intention of the original owner. An intention of the original owner is considered to exist when it is established, by any means of proof, that the owner of two separate properties has made between the two an apparent distinction, thereby creating a relationship of subordination between them which would indicate the existence of a servitude if the two properties belonged to different owners. If, in such a case, the two properties pass into the hands of different owners without any change in their condition, a servitude is deemed, in the absence of a clear condition to the contrary, to have been constituted to the benefit of or has As a burden on the two properties respectively.	Article 1017 Customized by the owner (1) The apparent easements may also be arranged The original. (2) There will be an assignment by the original owner if it becomes clear by any means of proof that the owner of two separate properties has erected a visible mark between them, thereby creating a dependency relationship between them that would indicate the existence of an easement if the two properties had been owned by different owners. In this case, if the two properties move between into the hands of different owners without changing their condition, the easement is considered arranged The two properties are theirs and theirs, unless there is an express condition to the contrary.
Article 1018 In the absence of an agreement to the contrary, if specific restrictions have been imposed limiting the right of the owner of a property to build freely thereon, such as the prohibition to build above a certain height or on an area in excess of a specific area, such restrictions constitute servitudes which are burdens one the property concerned in favor of properties to whose benefit these restrictions have been imposed. Any breach of these servitudes gives rise to a claim for material return. The Court may, however, only grant damages if it considers that there are reasons for so doing.	Article 1018 (1) If certain restrictions are imposed that limit the right of the property owner to build on it however he wishes, such as prohibiting a certain encroachment on the easement of the building or in the area of its plot, then these restrictions constitute easement rights on this property for the benefit of the properties on which this is, unless there is an agreement stipulating otherwise. These restrictions were imposed for its own benefit. That and yet (2) Any violation of these restrictions may be required to be rectified in kind. The ruling may be restricted to compensation if the court deems it justifiable.
Article 1019 Servitudes are governed by rules laid down in the deed by which they are created, by local custom and by the following provisions.	Article 1019 Easement rights are subject to the rules stipulated in their establishment document, the custom of the region, and the following provisions:
Article 1020 The owner of the dominant tenement is entitled to carry out any works necessary to use and preserve his right of servitude; he must use his right in the least harmful manner possible. No requirements of the dominant tenement cannot entail any increase in the burden of the servitude.	Article 1020 (1) The owner of the servient property may carry out the work necessary to exercise his right to the servitude, and what is necessary to preserve it, and to use this right in a manner that only causes the least possible harm. (2) The needs of the servient property may not result in any increase in the burden of the servitude.
Article 1021 In the absence of an agreement to the contrary, the owner of the servient tenement is under no obligation to carry out work for the benefit of the dominant tenement, unless it is an accessory work necessitated by the normal use of the servitude.	Article 1021 (1) The owner of the servient property is not obligated to perform any work for the benefit of the It is required to use the easement on the face servient landlord, unless it is additional work. Customary unless otherwise stipulated. (2) If the owner of the servient property is the one obligated to carry out these works at his expense, he always has the right to get rid of this obligation by abandoning all or part of the servient property to the owner of the servient property. For the barren owner of the servitude, it was an expense (3) If the actions are also beneficial Maintenance is borne by both parties, each in proportion to the benefit it receives.
Article 1022 In the absence of an agreement to the contrary, the cost of the necessary works for the use and preservation of the servitude must be borne by the owner of the dominant tenement.	

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If the owner of the servient tenement is responsible for carrying out these works at his own cost, he has always the right to free himself of this burden by abandoning the servient tenement wholly or in part to the owner of the dominant property. If the works also benefit the owner of the servient tenement, the cost of upkeep falls on the two parties in proportion to the profit derived by each of them.	
Article 1023 The owner of the servient tenement has no right to do anything which will tend to diminish the use made of the servitude or to make it more inconvenient. He cannot, in particular, either change the condition in which the land was or change the place originally fixed for the use of the servitude by another. When, however, the place originally fixed has become such as to increase the burden of the servitude or to cause the servitude to hinder the owner of the server tenement making improvements to the servient tenement, he may demand that the servitude be transferred to another part of the property or to another property belonging to him or to an third party who consents thereto, provided that the owner of the dominant tenement is able to exercise his rights of servitude in these new conditions as easily as he was able to do before the change.	Article 1023 Leads to detracting from (1) The owner of the servitude barren property is not permitted to do anything Exercising the right of agreement or making it more difficult, and in particular it is not permissible for him to change the existing situation or to change the place originally designated for the use of the right of easement in another place. This is if the location that was originally designated has become likely to increase (2) the burden of the easement, or the easement has become an obstacle to making improvements in the area. The owner of this property may request that the agreement be transferred to the location of the servient property, another part of the property, or to another property owned by him or owned by a foreigner accepts that. All of this is as long as the use of the easement in his foreigner if the In his position new situation is for the owner of the servient barren to the extent that is feasible the previous.
Article 1024 If the dominant tenement is divided, the servitude continues to benefit each part thereof, provided that the burden on the servient property is not increased. If, however, the servitude benefits only one of the divided parts of the dominant tenement, the owner of the servient tenement may demand that it ceases as regards the other parts.	Article 1024 (1) If the attached property is divided, the easement remains for each part of it, provided that this does not increase the burden on the attached property. (2) However, if the easement right only benefits a part of this, then the owner of the servient property may request the removal of this right from the other parts.
Article 1025 If the servitude tenement is divided, the servitude continues to subsist in respect of each part thereof. If, however, the servitude is not actually used and cannot be used on certain of these divided parts, the owner of each of them may demand that it ceases as regards the part belonging to him.	Article 1025 (1) If the servient property is divided, the right of easement remains applicable to every part of it (2) However, if the right of easement is not used in reality on some of these, then the owner of each part of them may request the removal of the parts and it is not possible to use this right on them for the part that he owns.
Article 1026 Rights to a servitude cease to exist by the expiration of the period for which they were created, by the total loss of the servient tenement or of the dominant tenement and by the acquisition of the two properties by the same owner; The rights to the servitude are, however, revived if the two properties cease, with retroactive effect, to be held jointly by the same owner.	Article 1026 Easement rights shall expire upon the expiration of the specified period, upon the complete or total destruction of the servient property, and upon the meeting of the property owners in hand. The servient property or the servient property is destroyed One owner, except that if this state of union disappears and its effect goes back into the past, the right of easement returns
Article 1027 The rights to a servitude are extinguished by non-user for a period of fifteen years; If the servitude is created for the benefit of a wakf property, this period shall be thirty three years. The manner of the exercise of a right of servitude may, as the servitude itself, be modified by prescription. The user of the servitude by one of the co-owners in	Article 1027 If (1) the easement rights expire if they are not used for a period of fifteen years, the And as For the benefit of a waqf property, the period was thirty-three years. easement is established. The statute of limitations extinguishes the right of easement. It is also permissible to modify the manner in which it is used in the same way. (2) If the servient property is owned by several partners in common, and one of them benefits from the servitude, the statute of limitations is interrupted for the benefit of the rest, just as stopping the statute of limitations is for the benefit of one of the others.

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common of a dominant tenement interrupts the prescription in favor of the other co-owners; In the same way, the suspension of prescription in favor of one of these co-owners, suspends prescription in favor of the others.	For the benefit of everyone else These partners make him suspended
Article 1028 The servitude ceases to exist if conditions change so that the right can no longer be used. The servitude is revived if conditions are reestablished in such a way that the right can again be used, unless the right of servitude has been extinguished by non-user.	Article 1028 (1) The right of easement shall terminate if the condition of things changes such that they become in a state in which this right cannot be exercised. (2) It ceases to exist if things return to a state in which the right can be used, unless it has ended through non-use.
Article 1029 The owner of a servient tenement may free himself entirely or partially of the servitude, if the servitude has lost all its utility to the dominant tenement or if its actual utility has been reduced out of proportion to the burden imposed on the servient tenement.	Article 1029 The owner of the servient property has the right to be freed from the easement, in whole or in part, if the easement loses all use of the property, or if he is left with only a limited benefit that is completely disproportionate to the burdens imposed on the servient property.
BOOK IV **ACCESSORY RIGHTS OR REAL SECURITIES**	**Book Four:** **Accessory real rights or real insurances**
Chapter I **Mortgages**	**Chapter** **One: Official Mortgage**
Article 1030 Mortgage is a contract by which a creditor acquires, over an immovable appropriated to the payment of his debt, a real right by which he obtains preference, over ordinary creditors and creditors following him in rank, for the payment of his claim out of the price of the immovable, no matter into whose hands the immovable has passed.	Article 1030 A formal mortgage is a contract through which the creditor obtains a right over a property intended to satisfy his debt The creditors who are next in line to the creditor shall have the right to exercise their rights over the property in whatever hand it may be. Accordingly, he has priority over ordinary creditors
Section I **The Constitution of Mortgages**	**Chapter One:** **Creating the Mortgage**
Article 1031 A mortgage can only be constituted by an authentic document. The costs of this authentic document are, in the absence of an agreement to the contrary, borne by the mortgagor.	Article 1031 (1) The mortgage shall not be concluded unless it is based on an official paper. (2) The contract expenses are borne by the mortgagor, unless otherwise agreed.
Article 1032 The mortgagor may be the debtor himself or a third party who consents to the mortgage of his property in the interests of the debtor. In both cases, the mortgagor must be the owner of the mortgaged property and must have legal capacity to dispose of it.	Article 1032 (1) The mortgager may be the same as the debtor, and he may also be a person mortgage for the benefit of the debtor provides a For the mortgaged property and its families (2) In both cases, the mortgagor must be the owner To act on it.
Article 1033 If the mortgagor is not the owner of the mortgaged property, the mortgage contract becomes valid if ratified by the true owner of the property by an official deed. In the absence of ratification, the mortgage is only effective from the time that the immovable becomes the property of the mortgagor. A mortgage on property in expectation is void.	Article 1033 (1) If the mortgager is not the owner of the mortgaged property, then the mortgage contract becomes valid if approved by the real owner with an official paper. If this decision is not issued, then right The right to mortgage the property only accrues from the time that this property becomes owned by the mortgagor (2) The mortgage on future money is void.
Article 1034 A mortgage constituted by an owner whose title to the property is subsequently annulled, resiliated, abolished or ceases to exist for any other reason, remains a valid	Article 1034 The mortgage issued by the owner, which was decided in favor of the bitter creditor The invalidation, rescission, cancellation, or cessation of his title deed for any other reason remains valid, if this creditor was in good faith at the time the mortgage was concluded.

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mortgage in favor of the mortgagee creditor if he has acted in good faith at the time of the conclusion of the mortgage.	
Article 1035 In the absence of any provision of the law to the contrary, a mortgage can only be constituted on immovable property. The mortgaged property must be marketable and capable of being sold by public auction; It must be specifically and precisely described both as regards its nature and situation, and such description must be contained either in the deed constituting the mortgage or in a subsequent authentic document, otherwise the mortgage is void.	Article 1035 (1) An official mortgage may only be repaid on real estate unless there is a provision stipulating otherwise. (2) The mortgaged barren property must be of the kind that can be dealt with and sold at auction, and Its location, publicity, and specificity must be specified either in the mortgage contract itself or in a subsequent official contract, otherwise the mortgage becomes invalid.
Article 1036 In the absence of an agreement to the contrary, and without prejudice to the privilege provided for by Article 1148 attached to sums due to contractors or to architects, a mortgage extends to the accessories of the mortgaged property which are considered to be immovable accessories , particularly to servitudes, properly forming part of the immovable as a result of the use to which it is put and to improvements and other works which benefit the owner.	Article 1036 The mortgage includes accessories to the mortgaged property that are considered real estate, and it includes in particular: Easement rights, allotment of real estate, improvements, and constructions that accrue without prejudice to a benefit lien on the owner, unless otherwise agreed upon, are the amounts due to contractors or architects stipulated in Article 1148.
Article 1037 From the date of the transcription of the formal summons to pay, the fruits and revenues of the mortgaged property shall be asimilated to the immovable and distributed in the same way as the price of the property.	Article 1037 Registering the expropriation notice results in attaching to the property the fruits and revenues it yields for the period following registration, and the distribution of these yields is the same as the distribution of the price of the property.
Article 1038 The owner of constructions erected on land belonging to A third party may grant a mortgage on these constructions. In such a case, the mortgage shall have a preferential claim for recovery of his debt on the price of the break up value of the constructions if they are demolished, and on the compensation paid by the owner of the land if he keeps the constructions in In accordance with the rules of access.	Article 1038 The owner of buildings located on someone else's land may mortgage them. In this case, the mortgagee has the right to advance the recovery of the debt from the price of the rubble if the buildings are demolished, and from the compensation paid by the landowner if he retains the buildings in accordance with the provisions regarding attachment.
Article 1039 A mortgage granted by all the co-owners of an immovable held in common remains effective whatever may be the ultimate result of a partition of the immovable or if its sale by auction owes to the impossibility of the partition. If one of the owners grants a mortgage on his undivided share or on a divided part of an immovable and, as a result of the partition, a property other than the mortgaged property is attributed to him, the mortgage will be transferred, with its degree of priority, to a portion of this property equivalent in value to the value of the property formerly mortgaged. This portion will, upon petition, be fixed by an order of the Judge. The mortgagee shall be bound, within ninety days of the notification of the transcription of the partition made to him by any interested party, to proceed with a new inscription describing the portion of the property to	Article 1039 A mortgage issued by all the owners of a common property, whoever they may be (1) It remains in force The result that results from dividing the property later or selling it because it is not possible to divide it. (2) If one of the partners mortgages his common share in the property or a separate part of it This property, then upon division, other assets other than the one he mortgaged fell into his share. The mortgage was transferred in its rank to an amount of these assets equal to the value of the property that was originally, and this amount is determined by order of a petition. And the A mortgaged creditor who is financially burdened by making a new registration showing the amount to which the mortgage has been transferred within ninety days from the time any interested party notifies him of registering the division. And it doesn't hurt The mortgage is transferred in this manner by means of a mortgage issued by all partners or by lien of the joint shareholders.

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which the mortgage has been transferred. The mortgage so transferred shall not have any prejudicial effect on a mortgage already granted by all the co-owners or on the privileges of co-partitioners.	
Article 1040 A mortgage may be granted to secure a conditional, future or contingent debt, and may also be granted to secure an opened credit or the opening of a current account, provided that the amount of the debt secured, or the maximum amount which such debt may attain, is fixed in the mortgage deed.	Article 1040 The mortgage may be provided as security for a debt subject to a condition, a future debt, or a contingent debt. It may also be provided as security for an open credit or for opening a current account, provided that the amount of the guaranteed debt or the maximum limit to which this debt ends is specified in the mortgage contract
Article 1041 In the absence of a provision of the law or of an agreement to the contrary, every part of the mortgaged immovable or immovables shall secure the whole of the debt, and each part of the debt is secured by the whole of the mortgaged immovable or immovables .	Article 1041 Every part of the mortgaged property or properties is a guarantee for the entire debt, and every part of the debt is guaranteed by the entire mortgaged property or properties, unless the law stipulates or the agreement requires otherwise.
Article 1042 In the absence of a provision of the law to the contrary, the mortgage cannot be separated from the debt that it secures, but depends both as regards its validity and as regards its extinction, upon the debt itself. If the mortgagor is a person other than the debtor, he may, in addition to the defenses that are personal to him, avail himself of those which belong to the debtor as regards the debt: he keeps this right notwithstanding the renunciation of the debtor.	Article 1042 (1) The mortgage is not separate from the secured debt, but rather is subordinate to it in its validity and expiration, unless the law stipulates otherwise. (2) If the mortgagor is not the debtor, he has the right, in addition to his adherence to his own means of payment, to adhere to the debtor's own means of payment related to the debt, and this right remains with him even if the debtor waives it.
Section II **The Effects of a Mortgage**	**Chapter Two:** **Effects of Mortgage**
1-The Effects of a Mortgage as Between the Parties As Regards the Mortgage	**Mortgagor to the contracting parties between the mortgage effect - 1**
Article 1043 A mortgagor may dispose of the mortgaged property, but any disposal of the property by him does not affect the right of the mortgagee creditor.	Article 1043 The mortgager may dispose of the mortgaged property, and any disposition he makes does not affect the right of the mortgagee creditor.
Article 1044 The mortgagor may carry on the management of the mortgaged property and collects the fruits thereof until such time as they become incorporated in the immovable property.	Article 1044 The mortgager has the right to manage the mortgaged property and to collect its fruits until the time they are attached to the property.
Article 1045 A lease entered into by a mortgagor cannot have effect against a mortgagee unless such lease has been given an established date before the transcription of the formal summons to pay. A lease that has not an established date before this transcription or that has been entered into after the transcription of the summons, without payment of the rent having being made in advance, will not have effect as against a mortgagee, unless it may be considered to fall within the category of acts of good management. If the duration of the lease entered into before the transcription of the summons exceeds nine years, the lease has effect against the mortgagee only for nine years, unless it was transcribed before the inscription of the mortgage.	Article 1045 (1) The rent issued by the mortgager is not enforceable against the flexible creditor unless it is a fixed rent with a fixed date before registering the expropriation notice. The date as such, or whether it was held after registering the notice and the fee was not rushed, is not valid unless it is possible within the work of good management. (2) If the lease prior to registering the notice is more than nine years in duration, it will only be effective against the mortgage creditor for a period of nine years unless it was registered before registering the mortgage.

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Article 1046 A receipt or an assignment of rent in advance for a period not exceeding three years is not valid as against a mortgagee unless it has an established date prior to the transcription of the summons to pay. If the payment of the assignment of rent is made for a period exceeding three years, it will only be valid as against a mortgagee if it has been transcribed before the inscription of the mortgage. In default of such transcription the period will be reduced to three years, subject to the provisions of the preceding paragraph.	Article 1046 (1) The payment of the rent in advance for a period not exceeding three years, nor the transfer thereof, shall be effective against the mortgage creditor unless the date is fixed before registering the expropriation notice. (2) If the settlement or transfer is for a period exceeding three years, it will not be effective against the mortgage creditor unless it is registered before registering the mortgage. Otherwise, the period will be reduced to three years, taking into account the provision mentioned in the previous paragraph.
Article 1047 A mortgagor is the guarantor of the effectiveness of the mortgage. The mortgagee may oppose any act or omission that appreciably diminishes his security, and, in the case of emergency, take all necessary protective measures and claim from the mortgagor the expenses incurred in this respect.	Article 1047 The mortgager is obligated to guarantee the safety of the mortgage. The mortgage creditor has the omission that would significantly reduce his security, and in case right to object to any act or of urgency, he has the right to take the necessary precautionary measures and claim back from the mortgage what is spent on that.
Article 1048 If the mortgaged property perishes or deteriorates by the fault of the mortgagor, the mortgagee may either claim adequate security or immediate payment of the debt. If the loss or deterioration is not imputable to the mortgagor and the mortgagee does not agree to leave his claim without security, the debtor may either furnish adequate security or pay the debt in full before it falls due. In the latter case, if the debt does not carry interest, the mortgagee has only a right to an amount equal to the amount of his claim less the interest calculated at the legal rate from the date of payment to the date of maturity. In all cases, if acts are done which may result in the loss of or deterioration to the mortgaged property, or which may render the mortgaged property insufficient to secure the debt, the mortgagee may apply to the Judge to order the cessation of such acts and the adoption of necessary measures to avoid the occurrence of the loss.	Article 1048 the mortgaged (1) If the mortgager, through his fault, causes the mortgaged property to perish or be damaged, creditor shall be informed of the need to require adequate insurance or to recover his right immediately. (2) If the loss or damage arose from a foreign cause and the creditor does not accept that the debt remain without insurance, the debtor shall be informed between providing adequate insurance or paying the debt immediately before the due date. In the latter case, if the debt does not have interest, the creditor has no right. Except in collecting an amount equivalent to the value of the debt minus interest at the legal rate for a period between the date of fulfillment and the date of maturity of the debt. (3) In all cases, if actions occur that expose the mortgaged property to destruction or damage or make it insufficient for security, the creditor may request the judge to stop these actions and take measures to prevent the occurrence of dama
Article 1049 In the event of loss of or deterioration to the mortgaged property for any reason whatsoever, the mortgage is transferred, in its order of rank, to any right obtained as a result of such loss or deterioration, such as compensation, monies paid on account of insurance or payments on account of expropriation for public utility.	Article 1049 If the mortgaged property is destroyed or damaged for any reason, the mortgage shall be transferred in its rank to the rights that result from that, such as compensation, the insurance amount, or the price determined in exchange for expropriating it for the public benefit.
Mortgagee the Regards As	**For the mortgage creditor:**
Article 1050 If the mortgagor is a person other than the debtor, only the mortgaged property, to the exclusion of his other property, may be proceeded against and the mortgagor shall not, in the absence of an agreement to the contrary, have the right to Demand the sale of the debtor's property before the sale of the mortgaged property.	Article 1050 If the mortgager is a person other than the debtor, it is not permissible to enforce his money except what has been mortgaged of this money, and he has no right to pay by divesting the debtor unless there is an agreement stipulating otherwise.
Article 1051 A creditor may, upon a summons to the debtor to pay, proceed, within the delays and in accordance with the	Article 1051 (1) After warning the debtor to pay, the creditor may enforce his right against the mortgaged property and seek to sell it on time and in accordance with the conditions stipulated in the Code of Procedures.

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Forms prescribed by the Code of Procedure, with the expropriation and the sale of the mortgaged property. If the mortgagor is a person other than the debtor, he may avoid any proceedings against him by abandoning the mortgaged property, according to the procedures and the rules laid down for the abandonment of an Immovable by a third party holder.	(2) If the mortgager is a person other than the debtor, he may avoid any procedure directed at him if he relinquishes the mortgaged property in accordance with the circumstances and in accordance with the provisions followed by the possessor in relinquishing the property.
Article 1052 Any agreement, even if entered into after the constitution of the mortgage, which authorizes the creditor in case of non-payment of the debt on maturity to acquire the mortgaged property at a fixed price, whatever that price may be, or to sell the mortgaged Property without observing the formalities prescribed by law, is void. It may, however, be agreed after the debt or one of the installments of the debt has fallen due, that the debtor transfers to the creditor the mortgaged property in payment of the debt.	Article 1052 (1) Any agreement that gives the creditor the right, if the debt is not paid at the time of its maturity, to possess the mortgaged property for a known price, whatever it may be, or to sell it without taking into account the procedures imposed by the law, even if this agreement was concluded after the mortgage. (2) However, it is permissible, after the debt is due, or an installment thereof, to agree that the debtor will release the mortgaged property to his creditor in fulfillment of his debt.
2- The Effects of Mortgage as Regards Third Parties Article 1053 Subject to the provisions laid down for bankruptcy, a mortgage shall be effective as regards third parties only if the deed or the judgment establishing the mortgage has been inscribed before third parties have acquired real rights on the property. The assignment of a right secured by an inscription, the right resulting from the legal or contractual subrogation into that right and the assignment of priority in rank of an inscription in favor of another creditor, are only enforceable as against third parties if they are inscribed in the margin of the original inscription.	**Third parties to the mortgage effect -2** Article 1053 (1) The mortgage shall not be effective against a third party unless the contract or judgment confirming the mortgage is registered before that third party gains a real right over the property, without prejudice to the provisions established in bankruptcy. It is not valid to adhere to a third party to transfer a right secured by a registration. (2) It is not valid to adhere to the right arising from a person replacing the creditor in this right by law or agreement, nor to adhere to the assignment of the status of registration in favor of another creditor unless this is noted in the margin of the original registration.
Article 1054 The inscription, its renewal, its radiation, the annulment of radiation and all the effects thereof are governed by the provisions of the law regulating the publication of real rights.	Article 1054 Follows the registration procedure, renewal, erasure, and cancellation of erasure and the consequences thereof Provisions contained in the Real Estate Registration Law. That's all
Article 1055 In the absence of an agreement to the contrary, the mortgagor shall bear the cost of inscription, it renewal and its radiation.	Article 1055 The costs of registration, renewal and erasure shall be borne by the mortgagor unless otherwise agreed upon.
The Right of Preference and the Right of Tracing	**Tracking and the right to progress is a right**
Article 1056 Mortgages will be paid before unsecured creditors out of the proceeds of sale of the mortgaged property, or out of any monies obtained in substitution thereof, in order of the rank of their inscriptions, even when their inscriptions are entered on the same day.	Article 1056 Mortgage creditors recover their rights before ordinary creditors from the price of the mortgaged property, or from the money that replaced this property, according to the rank of each of them, even if they had completed the registration in one day.
Article 1057 A mortgage ranks from the date of its inscription, even if it secures a conditional, future or contingent debt.	Article 1057 The rank of the mortgage is calculated from the time it is registered, even if the debt secured by the ·mortgage is conditional or if it is a future or contingent debt.
Article 1058 The inscription of a mortgage will have the effect of automatically collocating and ranking with the mortgaged debt the costs of the deed, of the inscription and of the renewal.	Article 1058 (1) The registration of the mortgager results in the implicit inclusion of the contract, registration, and renewal expenses in the distribution and in the mortgage salary itself. Interest in the contract, recording the mortgage entails that (2) If the principal price of the debt is mentioned and in the same mortgage grade, the interest of the previous two years is included in the distribution along with

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If the rate of interest is fixed in the deed, the inscription of the mortgage will have the effect of collocating in the same rank as the mortgage debt the interests of the two years immediately preceding the transcription of the formal summons to pay and the interest due Since that date to the date of sale by pubic auction, without prejudice to specific inscriptions made to secure other interest that has already become due, which interest will take rank with effect as from the date of the registration of such specific inscriptions. The transcription of one of the creditors of a formal summons to pay will benefit all the other creditors.	To register the notice of expropriation and the interest that accrues from this date until the day the auction is awarded, without prejudice to the special restrictions that are taken to guarantee other interests that have accrued and whose rank is calculated from the time they are conducted. If one of the creditors registers an expropriation notice, all creditors benefit from this registration.
Article 1059 A mortgagee may, within the limits of his secured debts, assign his rank in favor of another creditor having a mortgage inscribed on the same property. The defenses available against the first creditor, with exception of those connected with the extinction of his claim when that extinction occurs after the assignment of the rank, can be raised against the second creditor.	Article 1059 The mortgage creditor may renounce his mortgage status, within the limits of the debt secured by this mortgage, for the benefit of another creditor who has a restricted mortgage on the same property, and it is permissible to insist before this other debt on all forms of payment that may be relied upon before the first creditor, except for what is related to the expiration of the right of this first creditor. If this expiration is subsequent to relinquishing the rank.
Article 1060 A mortgagee may, upon maturity of the debt, take proceedings for the expropriation of the mortgaged property against a third party holder, unless this third party holder chooses to pay the debt, redeem the mortgage or abandon the property. Any person is considered to be a third party holder who acquires in any way the ownership of the property or any other real right over the property capable of being mortgaged, without being personally responsible for the debt secured by the mortgage.	Article 1060 (1) The mortgage creditor may, upon the maturity of the debt, mortgage the ownership of this property or any other real right on it subject to mortgage without being personally liable for the debt secured by the mortgage.
Article 1061 A third party holder may, upon maturity of the debt secured by the mortgage, pay the debt and its accessories including the costs of proceedings from the date of the formal summons, and will retain this right up to the date of the sale by public auction . In such a case, he has a claim for all he has paid against the debtor and against the former owner of the mortgaged property. He may also be subrogated into the rights of the creditor who has been paid in full, with the exception of those rights relative to guarantees furnished by a person other than the debtor.	Article 1061 When the debt secured by the mortgage is due, the holder may settle it and its attachments, including what was spent in the procedures from the time he was notified. This right remains valid until the day the auction is awarded. In this case, he has the right to claim everything he repays against the debtor and the previous owner of the mortgaged property. He also has the right to replace the creditor who has fulfilled the debt with respect to his rights, except those related to insurances provided by someone other than the debto
Article 1062 A third party holder must retain the inscription of the mortgage to the benefit of which he is subrogated to the creditor, and renew it, if necessary, until radiation of the inscriptions that existed, at the time of the transcription of his title to the property.	Article 1062 The possessor must maintain the registration of the mortgage in which he replaced the creditor and renew it when necessary, until the restrictions that were present on the property at the time of registering the deed of this possessor are erased.
Article 1063 If, by reason of his acquisition of the mortgaged property, the third party holder is debtor of a sum due immediately for payment and sufficient to satisfy all the creditors whose rights are subscribed on the property, each one of the creditors may compel him to pay his claim provided that his title deed to the property has been transcribed.	Article 1063 (1) If the possessor owes, by reason of his possession of the mortgaged property, an amount immediately due and sufficient to satisfy all the creditors whose rights are restricted on the property, each of these creditors may force him to fulfill his right, provided that his title deed has been registered. (2) If the debt owed by the possessor is not immediately due for payment, or is less than or different from the debts owed to the creditors, the creditors may, if they agree

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If the debt owed by the third party holder is not yet due for payment, or is less than the debts due to the creditors, or different from them, the creditors may, if they are all agreed, claim from the third party holder payment of what he owes, up to the amount due to them, and payment will be effected in accordance with the conditions on which he has agreed to pay in his original undertaking, and at the time agreed upon for payment. In neither case can the third party holder avoid payment to the creditors by abandoning the property, but when payment has been made to the creditors the property is considered to be free of all mortgages and the third party holder has the right to call for the radiation of the inscriptions existing on the property.	They must all demand that the possessor pay what he owes to the extent that he is owed to them, and payment shall be in accordance with the conditions under which the possessor committed himself in the original pledge to pay and within the agreed-upon deadline for payment. (3) In both cases, the possessor may not relieve himself of his obligation to pay the creditors by abandoning the property, but if he fulfills them, the property is considered free of any restrictions on the property. From every mortgage, the holder has the right to request erasure
Article 1064 The third party holder who has transcribed his title to the property may purge the property of any inscribed mortgage before the transcription of his title. He can exercise this right even before the mortgagees have served upon the debtor a formal summons to pay, or have served upon the third party holder any summons, and he keeps this right up to the date of the filing in Court of the conditions of sale of the property.	Article 1064 (1) If the holder registers his title deed, it is permissible for the holder to purge the property of every mortgage that has been recorded in the registration of this deed. (2) The possessor may exercise this right even before the mortgage creditors send a warning to the debtor or a warning to this possessor, and this right remains in effect until the day the list of conditions of sale is deposited.
Article 1065 If the third part holder decides to proceed with the purge of the property, he must serve upon the inscribed creditors, at their elected domiciles indicated in their inscriptions, summons containing the following particulars: a- an extract of his title deed, setting the out particulars and the nature and date of the act of disposition, the name in full and precise particulars of the previous owner of the property, the situation and a detailed and precise description of the property, and, if the disposal is a sale, the price and the charges, if any, that may be considered as part of the price; b- the date and number of the transcription of his title; c- the sum at which he values the property, even if the property is disposed of by sale: this sum must not be less than the reserve price in the case of expropriation nor in any case less than the sum remaining to be paid by the third party holder on the price of the property if the act of disposition was a sale. If parts of the property are charged with separate mortgages, each part must be valued separately; d- a list of rights inscribed on the property before the transcription of his title: this list shall contain the date of the inscriptions, the amount of the inscribed debts and the names of the creditors.	Article 1065 If the possessor wants to purify the property, he must send to the creditors whose rights are restricted in their chosen domiciles mentioned in the registration, notices containing the following information: (A) An extract from the possessor's title deed, limited to a statement of the type and date of the disposition, the name of the previous owner of the property, with a precise designation of this owner, and the location of the property, with his designation and identification of the property. If the disposition is a sale, the price and any costs that may be incurred are considered part of this price. (b) The date of registration of the holder's ownership and the number of this registration. (c) The amount estimated by the possessor as the value of the property, even if the disposal is a sale. This amount must not be less than the price that is taken as a basis for estimating the price in the event of expropriation, nor in any case be less than the remainder owed by the possessor of the price of the property if the disposition is a sale. And if The parts of the barren woman were burdened with different mortgages, and each part had to be valued separately. (d) A list of the rights that were registered on the property before the registration of the possessor's deed, including a statement of the date of these restrictions, the amount of these rights, and the names of creditors.
Article 1066 The third party holder must, by the same summons, declare that he is prepared to pay off the inscribed debts up to the amount at which he has valued the property; His offer need not be accompanied by actual production of the money but must be an offer of a sum payable in cash, whatever may be the date at which the inscribed	Article 1066 The possessor must state in the announcement that he is prepared to pay the restricted debts up to the amount for which he valued the property. He does not have to accompany the offer with the amount in cash, but rather the offer is limited to showing his willingness to fulfill the payment amount immediately, regardless of the maturity date of the restricted debts.

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debts accrue due..	
Article 1067 Every inscribed creditor and every surety of an inscribed debt has the right to apply for the sale of the property which the third party holder wishes to purge, provided that his application is made within thirty days of the date of the last formal summons. This period will be increased by the additional time allowed for distance between the actual and elected domicile of the creditor; This additional time allowed for distance shall not exceed thirty additional days.	Article 1067 Every creditor whose right has been registered and every guarantor of a restricted right may request the sale of the property to be cleared, and this shall be within a period of thirty days from the last official announcement, in addition to the distance dates between the original domicile of the creditor and his chosen domicile, provided that the distance dates do not exceed another thirty days
Article 1068 The application shall be made by a summons to the third party holder and to the former owner, signed by the applicant or his representative holding a special mandate for this purpose. The applicant must deposit at the Caisse of the Court a sum which is sufficient to cover the cost of the sale by auction, but he shall have no right to a refund of expenses advanced by him if no higher price than that offered by the third party holder is obtained as a result of the auction. The failure to comply with any one of these conditions entails the nullity of the application. The applicant may not renounce his application without the consent of all the inscribed creditors and all the sureties.	Article 1068 (1) The request shall be made by means of a notice addressed to the possessor and to the previous owner, and signed by the applicant or his authorized representative in this regard. The applicant must deposit in the court treasury an amount sufficient to cover the expenses of selling at auction, and he may not recover what was spent on the expenses if the auction does not win at a higher price. of the amount offered by the holder, and the application will be invalid if these conditions are not met. (2) The applicant may not withdraw his application except with the approval of all registered creditors and all guarantors.
Article 1069 When an application is made for the sale of a property, the formalities laid down for compulsory expropriation must be followed. The sale shall take place at the request of either the applicant or of the third party holder, whoever shall have more interest in expediting the sale. The applicant must mention in the notices of sale the price at which he has valued the property. The purchaser by auction is liable, in addition to payment of the price of the adjudication and the cost of formalities for the purge, to refund to the third party holder who is disposed of the cost of his deed, of its transcription and the cost of the summons served by him.	Article 1069 (1) If the property is requested to be sold, the procedures prescribed in a forced sale must be followed, and the sale takes place at the request of the party interested in expediting the property, whether the applicant or the holder. Whoever initiates the procedures must mention in the sale announcements the amount for which the property is valued. (2) The auction bidder is obligated to return to the holder whose ownership was expropriated the expenses he spent on his title deed, on registering this document, and on the advertisements he made, in addition to his obligations for the price at which he won the auction and the expenses required by the purification procedures.
Article 1070 If the sale of the property is not applied for within the period and in accordance with the procedures laid down, the ownership of the property, freed from all inscriptions, shall be vested finally on the third party holder if he pays the sum at which he has valued property to the creditors whose rank entitles them to payment, or if he deposits this sum at the Caisse of the Court.	Article 1070 If the property is not requested to be sold on time and in the prescribed conditions, ownership of the property is settled The possessor is finally free of every restricted right, if he pays the amount for which the property is valued to the creditors whose rank allows them to recover their rights from it, or if he deposits this amount in the court treasury.
Article 1071 The abandonment of the mortgaged property is made by a declaration submitted to the Registrar of the competent Court of First Instance by the third party holder who must apply for the entry of his declaration in the margin of the transcription of the formal summons to pay and who must, within five days from the date of the declaration, notify the abandonment to the creditor	Article 1071 (1) The release of the mortgaged property shall be based on a report submitted by the possessor to the clerk of the competent court of first instance. He must request that this be noted in the margin of registering the notice of transfer of ownership, and the direct creditor of the procedures shall be notified of this release within five days from the time of its report. (2) Anyone who has an interest in accelerating the matter may request the urgent matters judge to appoint a receiver against whom expropriation procedures will be taken, and the possessor shall be appointed as a receiver.

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who is conducting the proceedings of expropriation. The party who has the most interest to expedite the sale may apply to the Judge des Referes for the nomination of a receiver against whom the proceedings of expropriation may be taken. The third party holder, if he applies, will be appointed receiver.	That's a request then
Article 1072 If the third party holder does not opt for payment of the inscribed debts, the purge of the property or the abandonment of the property, the mortgagee can only take expropriation procedures against him, in accordance with the provisions of the Code of Procedure, after he has summoned him to pay the debt accrued due or to abandon the property. This summons shall be notified after or at the same time as the summons to pay is served on the debtor.	Article 1072 If the possessor does not intend to pay off the restricted debts, clear the property from the mortgage, or abandon this property, the flexible creditor may not take expropriation measures against him in accordance with the provisions of the Code of Procedures except after warning him to pay the due debt or vacate the property. The warning shall be made after warning the person. ownership or with this warning at the same time. The debt or transfers
Article 1073 The third part holder who has transcribed his title deed and who was not a party to the proceedings in which judgment was given against the debtor to pay the debt may, if the judgment was subsequent to the transcription of his title, raise the defenses which could have been raised by the debtor. He may, in any case, raise the defenses which the debtor still has the right to raise after the judgment.	Article 1073 (1) A holder who has registered his title deed and is not a party to the case in which the debtor was judged for the debt may cling to the forms of defense that the debtor would have been able to cling to, if the debt judgment was subsequent to the registration of the holder's deed. (2) In all cases, the possessor may cling to the defenses that the debtor still has the right to cling to after the judgment of the debt.
Article 1074 The third party holder may take part in the auction on the condition that he does not offer a price lower than the sum that he still owes on the price of the property which is being sold.	Article 1074 The holder has the right to participate in the auction on the condition that he does not offer a price less than the remaining price he owes for the price of the property being sold.
Article 1075 If the mortgaged property is expropriated, even after proceedings for purge or abandonment have been taken and the third party holder acquires the property at auction, he will be deemed to be the owner of the property by virtue of his original title deed and the Property will be purged of all inscriptions if he pays the price for which he acquired the property at the auction or if he deposits the price in the Caisse of the Court.	Article 1075 If ownership of the mortgaged property is expropriated, even after taking purification or abandonment procedures, and the auction is awarded to the possessor himself, he shall be considered the owner of the property in accordance with his original title deed, and the property shall be purged of any restricted right if the possessor pays the price for which he won the auction or deposits it in the court treasury.
Article 1076 If, in the preceding cases, a person other than the third party holder acquires the property at the auction, he will hold his right be virtue of the judgment of adjudication from the third party holder.	Article 1076 If, in the above-mentioned cases, the auction is awarded to a person other than the holder, then this other person receives the award on behalf of the holder in accordance with the auction award ruling.
Article 1077 If the price at which the property sold by auction exceeds the total of the sums due to the inscribed creditors, the difference in excess belongs to the third party holder; and the mortgagee creditors of the third party holder may be paid out of this excess.	Article 1077 If the price at which the auction is settled exceeds what is due to the creditors whose rights are restricted, the excess shall be for the possessor and the flexible creditors may request from the possessor to recover their rights from this excess.
Article 1078 Servitudes and other real rights that the third party holder had on the property before he acquired the property are re-vested in him.	Article 1078 The holder is entitled to any easement rights and other real rights that he had before ownership of the property was transferred to him.
Article 1079 The third party holder is liable to replace the fruits of	Article 1079 The possessor must return the fruits of the property from the time he was notified to pay or vacate it. If the procedures are left for a period of three years, the fruits will not be returned except from the time they are directed

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the mortgages property from the date he has been summoned either to pay or abandon the property. If legal proceedings are abandoned within three year, he has only to account for the fruits as from the day that a new summons is served on him.	New warning to him
Article 1080 The third party holder has, against his preceding owner, a right of action for warranty to the extent that a successor in title has against the person from whom he has acquired the property for valuable consideration or as a gift. He has also a right of action against the debtor for payment of any sums paid by him, for any reason whatsoever, in excess of the amount due by him in accordance with his title deed. He is subrogated into the rights of the creditors discharged by him, particularly into the guarantees furnished by the debtor, but not into those furnished by a party other than the debtor.	Article 1080 (1) The possessor shall file a claim for security against the previous owner to the extent that the successor has a claim against the person from whom he received ownership in compensation or as a donation. (2) The possessor shall also have recourse against the debtor for what he paid in excess of what is due from him under his title deed, whatever the reason for paying this excess, and he shall replace the creditors whose rights he paid. In particular, they shall be substituted for the insurances provided by the debtor, but not for the insurances provided by someone other than the debtor.
Article 1081 The third party holder is personally liable towards creditors for any deterioration caused to the immovable by his negligence.	Article 1081 The holder is personally responsible and liable to the creditors for any damage to the property due to his fault.
Section III **Extension of the Mortgage**	**Chapter Three:** **Termination of the Mortgage**
Article 1082 The mortgage is extinguished when the secured debt is extinguished; it is revived, together with the debt, if the cause by reason of which it was extinguished disappears, without prejudice, however, to the rights acquired by a third party in good faith in the interval between the extinguishment of the right and its revival.	Article 1082 The official mortgage right shall expire with the expiration of the secured debt and shall be restored with it if the reason for the debt to expire is removed, without prejudice to the rights that third parties in good faith may have acquired in the period between the expiration of the right and its return.
Article 1083 When the formalities of a purge are carried out, the mortgage is definitely extinguished even if the ownership of the third party holder who proceeded with the purge disappears for any reason whatsoever.	Article 1083 If the purification procedures are completed, the official mortgage right will be completely extinguished, even if for any reason the ownership of the possessor who purged the property is removed.
Article 1084 When the mortgaged property is sold by public auction as a result of compulsory expropriation proceedings taken against either the owner, the third party holder or the receiver to whom the abandoned property was delivered, the mortgage rights encumbering the property are extinguished by the deposit of the purchase price or by payment thereof to the inscribed creditors, who by virtue of their rank are entitled to receive payment of their claims out of that price.	Article 1084 If the mortgaged property is forcibly sold at a public auction, whether in the face of the property owner, the possessor, or the custodian to whom the property was delivered upon vacancy, the mortgage rights on this property shall be extinguished by depositing the price at which the auction took place, or by paying it to registered creditors whose rank allows them to fulfill their rights. From this price
Chapter II **Judgment Charges upon Immovable Property**	**Chapter Two:** **The Right to Jurisdiction**
Section I **The Constitution of a Judgment Charge**	**Chapter One:** **Establishing the right of jurisdiction**
Article 1085 Every creditor who has obtained an enforceable judgment rendered on the merits of the case in which the debtor is condemned to a liquidated amount, may, if he is in good faith, obtain as security for his claim in principal, interest and costs, a judgment charge over the	Article 1085 (1) It is permissible for every creditor who has an enforceable judgment issued on the merits of the case obligating the debtor to do a specific thing, provided that he is in good faith, the right of jurisdiction over the debtor's real estate as a guarantee for the principal, interest, and expenses. (2) After the death of the debtor, the creditor may not take jurisdiction over a property in the estate.

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immovable property of his debtor.	
Article 1086 A judgment charge cannot be obtained by virtue of a judgment rendered by a foreign court or by virtue of an arbitration award until the judgment or the ward has been made enforceable.	Article 1086 It is not permissible to obtain a right of jurisdiction based on a ruling issued by a foreign court, or on a decision issued by two courts unless the ruling or decision becomes enforceable.
Article 1087 A judgment charge may be obtained by virtue of a judgment confirming a compromise or an agreement between the parties, but not by virtue of a judgment rendered as to the validity of a signature.	Article 1087 It is permissible to obtain the right of jurisdiction based on a ruling proving a settlement or agreement concluded between the adversaries. However, it is not permissible to obtain a right of jurisdiction based on a ruling issued on the validity of the signature.
Article 1088 A judgment charge can only be obtained on one or more specific immovables belonging to the debtor at the time of the inscription of this right and capable of being sold by public auction.	Article 1088 The right of jurisdiction may only be taken over a specific property or properties owned by the debtor at the time this right is registered, and it is permissible to sell them at public auction.
Article 1089 A creditor who wishes to obtain a judgment charge on the immovable property of his debtor must submit an application to the President of the Court of First Instance in the district in which the immovable property on which he desires to obtain the charge is situated. An authentic copy of the judgment or a certificate by the greffier of the Court containing the operative part of the judgement must be annexed to this application which will contain the following particulars: a- the creditor's surname, first names, profession, actual place of abode , and elected domicile within the town in which the Court is situated; b- the surname, first names, profession and place of abode of the debtor; c- the date of the judgment and designation of the Court that rendered the judgment; d- the amount of the debt. If the debt mentioned in the judgment is not a liquid amount, the President of the Court may liquidate it provisionally and fix the amount for which a judgment charge may be obtained; e- an exact and precise description of the immovable properties, their situation, together with documents establishing their value.	Article 1089 (1) A creditor who wants to take jurisdiction over a debtor's real estate must submit a petition to the President of the Court of First Instance within whose jurisdiction the real estate over which he wants jurisdiction is located. (2) This petition must be accompanied by an official copy of the ruling or a certificate from the clerk in which the wording of the ruling is recorded, and it must include the following information: (a) The creditor's name, title, industry, original domicile, and the chosen domicile that concerns him in the town in which the court's headquarters is located. (b) The debtor's name, surname, industry, and domicile. (c) The date of the ruling and a statement of the court that issued it. (d) The amount of the debt. If the debt mentioned in the ruling is of indefinite amount, the president of the court shall assume its temporary estimate and specify the amount for which the right of jurisdiction shall be taken. (e) Accurate designation of real estate properties, indicating their location, and submitting documents indicating their value.
Article 1090 The President of the Court will record his order for a judgment charge at the foot of the application. The President of the Court should, however, in giving an order for a judgment charge, take into consideration the amount of the debt and the approximate value of the immovable properties set out in the application, and should, if necessary, restrict the judgment charge to some or only one of these immovables, or to a part in an immovable if he considers that this is sufficient to secure the principal of the debt, the interest thereon and the cost thereof due to the creditors.	Article 1090 (1) The president of the court shall write in the footer of the petition his order of jurisdiction. (2) However, when authorizing it, he must take into account approximately the amount of the debt and the value of the real estate shown in the petition, and when necessary limit the jurisdiction to some of these properties, or to one of them only, or to part of one of them, if he deems that this is sufficient to secure the payment of the principal of the debt, interest, and expenses. Due to creditors.
Article 1091 Upon the same day as the order authorizing the judgment charge is rendered, the greffier of the Court must notify it to the debtor, endorses it on the authenticated copy of the judgment or on the certificate	Article 1091 The clerk must announce the order issuing jurisdiction on the same day on which this order is issued. He must also mark this order on a copy of the ruling or on the certificate attached to the application submitted to obtain jurisdiction, and he must notify the clerk of the court from which the ruling was issued to mark this on each copy or certificate.

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annexed to the application for a judgment charge, and inform the greffier of the Court that has rendered the judgment so that he may approve the order on any other copy of the judgment or on any other certificate that will be delivered to the creditor.	To the creditor, he delivers another
Article 1092 The debtor may lodge an appeal against the order authorizing the judgment charge either before the judge who has given the order or before the Court of First Instance. An approval must be made, in the margin of the inscription, of any order or of any judgment annulling the order which has authorized the judgment charge.	Article 1092 (1) The debtor may file a grievance against the order issued with jurisdiction before the order, and he may also file this grievance with the court of first instance. (2) Each order or judgment ruling to cancel the order issued by jurisdiction must be noted in the margin of the entry.
Article 1093 If, either at the time of the application or as a result of an appeal by the debtor, the President of the Court rejects the application of the creditor for a judgment charge, the creditor may appeal to the Court of First Instance against the order rejecting the application.	Article 1093 If the president of the court rejects the jurisdiction request submitted by the creditor, whether the rejection was from the beginning or after the debtor's grievance, the creditor may appeal the rejection order to the court of first instance.
Section II **The Effects of a Judgment Charge, its Reduction and Extinguishment**	**Chapter Two:** **Effects of the right of jurisdiction, its reduction and expiration**
Article 1094 Any interested party may apply for the reduction of the judgment charge to reasonable proportions, if the value of the immovable properties charged therewith is in excess of the amount which is sufficient to secure the debt. The reduction of the judgment charge may be operated either by way of restriction of the charge to one part of the immovable or immovables on which it is prescribed or by the transfer of the charge to another immovable the value of which adequately secures the debt. The costs required for carrying out the reduction, even if made with the consent of the creditor, are payable by the person who has applied for the reduction.	Article 1094 (1) Any interested party may request that jurisdiction be reduced to the appropriate extent if the value of the assets to which this right is granted exceeds what is sufficient to guarantee the debt. (2) Jurisdiction may be reduced either by limiting it to part of the property or properties on which it was arranged, or by transferring it to another property whose value is sufficient to guarantee the debt. (3) The expenses necessary to make the reduction, even if it is done with the approval of the creditor, will be borne by the person requesting the reduction.
Article 1095 A creditor who has obtained a judgment charge has the same rights as a mortgagee who has obtained a mortgage. Subject to any special provision of the law, the judgment charge is governed by the same provisions as a mortgage, especially as regards its inscription, its renewal, its radiation, the indivisibility of the right, its effect and its extinguishment.	Article 1095 The creditor who has obtained the right of jurisdiction shall have the same rights as the creditor who has obtained an official mortgage, and the provisions that apply to the official mortgage shall apply to the jurisdiction, especially those relating to its renewal, erasure, and indivisibility, without prejudice to the provisions of the right, its effect, and its expiration, and all of that in particular.
Chapter III **Rights Derived from the Right of Ownership Pledge**	**Chapter Three:** **Possessive Mortgage**
Section I **Elements of a Pledge**	**Chapter One:** **Elements of the Possessory Mortgage**
Article 1096 Pledge is a contract by which a person undertakes, as security for his debt or that of a third party, to hand over to the creditor or to a third person chosen by the parties, a thing over which he constitutes, in favor of the creditor , a real right, and by which the creditor is allowed to retain the thing pledged until repayment of the debt and to obtain payment of his claim out of the price of	Article 1096 A possessory mortgage is a contract by which a person undertakes, as a guarantee for the debt on him or on another person, to deliver to the creditor or to a foreigner appointed by the contracting parties, something that creates for the creditor a real right that entitles him to withhold the thing until the debt is paid, and to take precedence over the ordinary creditors and the creditors next to him in rank in claiming his right. The price of this thing is in which hand it is.

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Such thing, no matter in whose hands it may be, in preference to unsecured creditors and to creditors following him in rank.	
Article 1097 Only movables or immovables which can be sold independently by public auction may be the object of a pledge.	Article 1097 Only movable and immovable property can be sold independently at a public auction.
Article 1098 The provisions of Article 1033 and Articles 1040 to 1042 relating to mortgage are applicable to pledge.	Article 1098 The provisions of Article 1033 and the provisions of Articles 1040 apply to the possessory mortgage To 1042 related to the official mortgage.
Section II **The Effects of a Pledge**	**Chapter Two:** **Effects of Mortgage of Possession**
1- Between the contracting parties Obligations of	**Contracting parties between: -1**
the Pledgor Article 1099 The pledgor is	**Current obligations**
bound to deliver the thing pledged to the creditor or to the third person chosen by the contracting parties to hold the thing. Provisions relating to the obligation as to the delivery of a thing sold apply to the obligation as to the delivery of a thing pledged.	Article 1099 (1) The mortgager must deliver the mortgaged item to the creditor or to the person appointed by the contracting parties to receive it. (2) The provisions of the obligation to deliver the sold item apply to the obligation to deliver the mortgaged item.
Article 1100 The pledge is extinguished if the thing pledged returns into the hands of the pledgor, unless the pledgee proves that return took place for a reason that was not intended to extinguish the pledge, always subject to the rights of third parties.	Article 1100 If the mortgaged property is returned to the mortgager's possession, the mortgage shall be extinguished, unless mortgage. All this the flexible creditor proves that the return was for a reason not intended to extinguish the without prejudice to the rights of others.
Article 1101 The pledgor guarantees the pledge and its efficacy. He must not do anything which diminishes the value of the thing pledged or prevents the creditor exercising his rights derived from the contract. The pledgee may, in case of urgency, take at the cost of the pledgor all necessary measures for the preservation of the thing pledged.	Article 1101 The mortgager guarantees the integrity and enforceability of the mortgage, and he has no right to do anything that reduces the value of the mortgaged thing or prevents the creditor from using his rights derived from the contract. In case of urgency, the flexible creditor may take, at the mortgager's expense, all necessary means to preserve the mortgaged thing.
Article 1102 A pledgor guarantees the thing pledged against loss or deterioration when such loss or deterioration is due either to his negligence or to force majeure. The provisions of Articles 1048 and 1049, relating to the loss or deterioration of a mortgaged property and to the transfer of the right of the creditor to any rights or property that have replaced the mortgaged property, apply to pledge.	Article 1102 (1) The mortgager shall be liable for the loss or damage of the mortgaged item if the loss or damage is due to his fault or resulting from force majeure. 1049 related And (2) The provisions of Articles 1048 apply to the possessory mortgage upon the upon the transfer of the creditor's right from loss of the officially mortgaged thing or its destruction, and the mortgaged thing to the rights it has acquired.
Obligations of the Pledgee Article 1103	**The mortgagee's obligations**
If the pledgee takes delivery of the thing pledged, he must use for its preservation and maintenance the care expected from a reasonable person. He must answer for its loss or deterioration unless he can show that they were due to a cause not imputable to him.	Article 1103 If the mortgage creditor receives the mortgaged item, he must exercise the same care as a normal person would in preserving and maintaining it. He is responsible for the loss or damage of the item due to a foreign cause in which he has no control Unless proven to be so
Article 1104 The pledge may not derive any gratuitous advantage from the thing pledged. He must, in the absence of any agreement to the contrary, make the thing pledged render all the fruits that it is capable of producing.	Article 1104 (1) The creditor does not have the right to benefit from the mortgaged thing without compensation. (2) He must invest it in full unless otherwise agreed.

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The net revenue and the benefit that he obtains from the use of the thing pledged, must be applied in reducing the debt, even before it falls due: such revenue or benefit shall be imputed in the first place to the expenses he has incurred for the Preservation of and repairs to the thing pledged, then to expenses and interest, and then to the capital amount of the debt.	(3) The net proceeds obtained by the creditor and what he benefits from using the thing shall be deducted from the amount secured by the mortgage, even if it has not yet expired, provided that the deduction shall be first from the value of what he spent in preserving the thing and in repairs, then from expenses and interest, then from Origin of religion.
Article 1105 If the thing pledged produces fruits or revenue, and the parties have agreed to substitute these fruits or revenue in whole or in part for interest, such an agreement will be valid to the extent that it does not exceed the maximum conventional rate of interest authorized by the law. If the parties have not agreed that the fruits will be substituted for interest, and have not fixed the rate of interest, the interest will be fixed at the legal rate, provided that it does not exceed the amount of the fruits. If the parties have not fixed a date for payment of the secured debt, the creditor can only demand payment of his claim by a deduction from the fruits, subject to the right of the debtor to pay off his debt at any time he chooses to do so.	Article 1105 (1) If the mortgaged thing produces fruits or revenues and the two parties agree to make all or some of that in exchange for interest, this agreement shall be effective within the limits of the maximum contractual interest permitted by the law. (2) If the two parties do not agree that the fruits will be exchanged for interest, and they keep the interest, the interest will be calculated on the basis of the legal price, by setting a price with without exceeding the value of the fruits. If he does not specify a date for the due date of the secured debt, the creditor may not demand the fulfillment of his right except by extracting it from the value of the fruits, without prejudice to the debtor's right to fulfill the debt at any time he wants.
Article 1106 The pledgee shall manage the thing pledged and shall use in such management the care expected from a reasonable person. He may not, without the consent of the pledgor, change the method of exploitation of the thing pledged and is bound to advise the pledgor immediately of any matter that requires his intervention. If the pledgee misuses this right or is guilty of bad management or gross negligence, the pledgor shall have the right to demand that the thing pledged be placed in legal deposit or to claim restitution of the thing against payment of his debt. In the latter case, if the secured debt is not subject to interest and is not yet due for payment, the creditor will only be entitled to a sum equal to the amount of the debt, less interest at the legal rate from the date of payment to the date of maturity.	Article 1106 (1) The flexible creditor assumes the management of the mortgaged thing, and he must exercise the same care as a normal man does in doing so, and he has no right to change the method of exploiting the mortgaged thing except with the consent of the mortgager. He must take the initiative to notify the mortgager of every matter that requires his intervention. (2) If the creditor misuses this right or mismanages the thing or commits gross negligence in doing so, the mortgager has the right to request that the thing be placed under guard or to recover it in exchange for paying what he owes. In the last case, if the amount secured by the mortgage does not bear interest and has not yet matured, the creditor will only have what remains of this amount after deducting the interest value from it at its legal rate for the period between the day of payment and the day the debt falls due.
Article 1107 A pledgee must, upon receipt of his debt and the accessories, expenses and compensation for losses attached thereto, replace the thing pledged to the pledgor.	Article 1107 The creditor returns the mortgaged item to the mortgager after he has recovered his full right, and all attachments, expenses and compensation related to the right.
Article 1108 The provisions of Article 1050, relating to the responsibility of a mortgagor who is not a debtor, and the provisions of Article 1052, relating to appropriation in case of non-payment and to sale without recourse to legal formalities, apply to pledge.	Article 1108 The provisions of Article 1050 relating to the liability of the non-debtor mortgagor and the provisions of Article 1052 relating to the condition of possession upon non-payment and the condition of sale without procedures shall apply to the mortgage of possession.
2- As Regards Third Parties Article 1109	**Others to in relation -2**
The thing pledged must be held by the pledgee or by the third party chosen by the parties to make the pledge valid as against third parties. The thing pledged may secure several debts.	Article 1109 (1) For the mortgage to be effective against third parties, the mortgaged thing must be in the hands of the creditor or the foreigner agreed upon by the contracting parties. (2) The mortgaged item may be a guarantee for several debts.
1110 Article	Article 1110

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Pledge conferences upon the pledgee the right to retain the thing pledged against any other person, subject to the rights of third parties which have been preserved in accordance with the law. If the pledgee loses possession of the thing unknowingly or against his will, he has the right to claim the thing from any other person in accordance with the provisions of the law as to possession.	(1) The flexible mortgage gives the creditor the right to withhold the mortgaged item from people, without prejudice to the rights of others, and then preserve it in accordance with the law. all (2) If the thing leaves the creditor's hands without his will or without his knowledge, he has the right to recover possession of it from a third party in accordance with the provisions of possession.
Article 1111 A contract of pledge secures not only the capital of the debt, but also and in the same rank: a- expenses of a necessary kind incurred for the preservation of the thing pledged; b- compensation for losses resulting from defects in the thing pledged; c- the cost of the contract of loan, of the contract of pledge and its inscription, if any; d- the costs incurred for the enforcement of the pledge; e- All interest that has fallen due, subject to the provisions of Article 230.	Article 1111 The possessory mortgage is not limited to guaranteeing the right, but it also guarantees, in the same degree, the following: (A) The necessary expenses incurred to maintain the thing. (b) Compensation for damages arising from defects in the thing. (c) The expenses of the contract that created the debt and the expenses of the possessory mortgage contract and its registration when necessary. (d) Expenses required to implement the possessory mortgage. Taking into account what is stated in Article 230 (e) All accrued interest.
Section III **Extension of a Pledge**	**Chapter Three:** **Expiration of the possessory mortgage**
Article 1112 A right of pledge is extinguished as a result of the extinguishment of the secured debt: it is revived with the debt if the cause of the extinguishment of the debt disappears, without prejudice to the rights of third parties in good faith legally acquired in the interval between the extinguishment and the revival of the right of pledge.	Article 1112 The right to a possessory mortgage shall lapse upon the expiry of the secured debt and shall be restored with it if the reason for the extinguishment of the debt is removed without prejudice to the rights that third parties in good faith have acquired legally in the period between the expiration of the right and its return.
Article 1113 A right of pledge is also extinguished by one of the following causes: a- the renunciation of the right by the pledgee if he has the legal capacity to liberate the debtor of the debt. The renunciation may result tacitly if the creditor voluntarily gives up the thing pledged or if he agrees without reserve to its alienation. If, however, the thing pledged is charged with a right in favor of a third party, the renunciation of the pledgee is only valid as regards such third party if such third party consents; b- the union of the right of pledge and that of ownership of the thing pledged in one and the same person; c- the loss of the thing pledged or the extinguishment of the right given in pledge.	Article 1113 The possessory mortgage shall also expire for one of the following reasons: (A) If the mortgaged creditor waives this right and has the capacity to discharge the debtor from the debt, and it is permissible for the implicit waiver to benefit from the creditor's voluntary abandonment the of the mortgaged thing or his agreement to dispose of it without reservation, provided that if mortgage is encumbered by a right decided for the benefit of others The creditor's waiver will not be enforced against this third party unless he approves it. (b) If the right of possessory mortgage is combined with the right of ownership in the hands of one person. (c) If the thing is destroyed or the mortgaged right expires.
Section IV **Certain Kinds of Pledge**	**Chapter Four:** **Some types of possessory mortgage**
1- Pledge of an Immovable (Antichresis)	**Real estate mortgage -1**
Article 1114 A pledge of an immovable is only valid as against third parties if, in addition to delivery of the pledged immovable to the pledgee, the contract of pledge is inscribed. The provisions governing the inscription of a mortgage apply to the inscription of pledge of an immovable.	Article 1114 In order for the mortgage to be enforceable against third parties, in addition to the transfer of possession, the mortgage contract must be registered, and the provisions for registering the official mortgage apply to this registration.
1115 Article	Article 1115

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A pledgee of an immovable may lease the immovable to the pledgor without the contract of pledge being less valid as against third parties. If the lease is agreed to in the contract of pledge, it must be mentioned in the inscription of the pledge, but if the lease is agreed to after the pledge, it must be noted in the margin of that inscription. Notation is not necessary if the lease is tacitly renewed.	A mortgagee of a property may rent the property to the mortgager without this preventing the mortgage from being enforced against others. If the rent is agreed upon in the mortgage contract, it is obligatory, but if it is agreed upon after the mortgage, it must be indicated by mentioning that in the entry itself, the margin of the entry. However, this indication is not necessary if the lease is implicitly renewed.
Article 1116 A pledgee of an immovable must provide for the maintenance of the immovable, pay the expenses necessary for its preservation, the annual taxes and charges, and deduct the amount of these expenses from the fruits he has collected or obtain repayment from the price of the immovable in the rank of privilege accorded by law to such expenses. He may free himself of these obligations by abandoning his right to the pledge.	Article 1116 (1) The mortgaged creditor of a property must undertake to maintain the property, undertake the expenses, and pay the taxes and costs due annually, provided that it is necessary for the custodian to extract from the fruits he collects the value of what he spent or collect this value from the price of the property in the rank that the law entitles him to. (2) The creditor may be released from these obligations if he gives up the right to mortgage
2- Pledge of a Movable Article 1117	The movable property is mortgaged -2
A pledge of a movable is only valid against third parties if, in addition to the delivery of the movable pledged, it is constituted by a written contract adequately setting out the amount of the secured debt and the object of the pledge and having an established date . The rank of the secured creditor will be fixed in accordance with such established date.	Article 1117 In order for the mortgage of the movable property to be effective against third parties, in addition to the transfer of possession, the contract must be recorded in a paper with a fixed date in which the amount secured by the mortgage and the mortgaged property is sufficiently stated - and this fixed date determines the rank of the mortgagee.
Article 1118 The rules relating to the effects of possession of movable material and of bearer securities apply to the pledge of a movable. A pledgee in good faith may, in particular, avail himself of his right of pledge even if the pledgor was not qualified to dispose of the thing pledged. On the other hand, a third party holder in good faith, even after the date of the pledge, may avail himself of the right he has acquired over the thing pledged.	Article 1118 (1) The provisions relating to the effects resulting from the possession of tangible movables and bearer bonds apply to the mortgage of movables. (2) It is specifically permissible for the mortgagor, if he is in good faith, to cling to his right to the mortgage, even if the mortgager does not have the right to dispose of the mortgaged thing. On the other hand, it is permissible for any possessor in good faith to cling to the right he gained over the mortgaged thing, even if that is subsequent to the date of the mortgage.
Article 1119 If the thing pledged appears to be in danger of perishing, deteriorating or diminishing in value, to such an extent that there is a danger that it will not suffice to secure the claim of the pledgee, and the pledgor does not apply for the restitution of the thing in exchange for another thing, either the pledgee or the pledgor may apply to the Judge for authority to sell the thing pledged by public auction or at its value at the time on the stock exchange or on the market. The Judge shall, when the authorizing the same, make an order as to the deposit of the price; In such a case the right of the creditor is transferred from the thing pledged to the price thereof.	Article 1119 (1) If the mortgaged thing is threatened with loss, damage, or loss of value, such that it is feared that it will become insufficient to guarantee the creditor's right, and the pawner does not request that it be returned to him in exchange for something else to be replaced, the creditor or the pawner may ask the judge to authorize him to sell it at public auction or at its own price. On the stock exchange or market. (2) The judge shall decide on the matter of depositing the price upon authorizing the sale. In this case, the creditor's right is transferred from the thing to its price.
Article 1120 If a suitable occasion presents itself for the sale of the thing pledged and the sale is advantageous, the pledgor may, even before the maturity of the debt, apply to the Judge for authority to sell the - 182 - thing. The Judge, when authorizing the sale, will fix the conditions and	Article 1120 If an opportunity presents itself to sell the mortgaged item and the sale is a profitable transaction, it is permissible for the mortgager to ask the judge for a license to sell this item, even if that is before the maturity of the debt. Upon licensing, the judge determines the terms of the sale and decides on the matter of depositing the price.

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Make an order as to the deposit of the price.	
Article 1121 The pledgee may, upon failure of payment of the debt, apply to the Judge for authority to sell the thing pledged by public auction or at its value at the time on the stock exchange or on the market. The pledgee may also apply to the Judge for an order authorizing him to appropriate the thing pledged in payment of the debt, the value thereof being charged against him in accordance with an estimate by experts.	Article 1121 (1) If the mortgage creditor does not fulfill his right, he may ask the judge to authorize him to sell the mortgaged property at a public auction or at its price on the stock exchange or market. (2) He may also ask the judge to order that he own the thing in repayment of the debt, provided that its value is calculated on him according to the experts' estimation.
Article 1122 The preceding provisions apply in so far as they are not incompatible either with provisions of commercial laws or provisions relating to institutions authorized to lend money on pledge, or with the laws and regulations governing special cases as to the pledge of movables.	Article 1122 The foregoing provisions shall apply to the extent that they do not conflict with the provisions of commercial laws, the provisions pertaining to credit houses licensed for mortgage, and the provisions of laws and regulations relating to special circumstances regarding mortgage of movable property.
3- Pledge of Debts Article	**Debt is a mortgage -3**
1123 A pledge of a debt is only valid as regards the debtor upon notification to or acceptance by the debtor of the pledge, as provided for in Article 305. The pledge is only valid as against third parties if the pledgee holds the title of the pledged debt. The rank of the pledge is fixed as at the established date of the notification or of the acceptance of the pledge.	Article 1123 (1) The debt mortgage shall not be effective against the debtor unless this mortgage is announced to him or by his acceptance of it in accordance with Article 305. (2) It shall not be effective against third parties unless the mortgagee possesses the mortgaged debt instrument, and its rank shall be calculated for the mortgage from the established date of announcement or acceptance.
Article 1124 Nominative bonds and bonds payable to order may be pledged in accordance with the special procedure prescribed by law for the transfer of such bonds, provided that it is stated that the transfer is made by way of pledge; The contract of pledge is completed without notification being necessary.	Article 1124 Nominal bonds and promissory notes are mortgaged in the special manner prescribed by law for the transfer of these bonds, provided that it is stated that the transfer was made by way of mortgage, and the mortgage is made without the need for an announcement.
Article 1125 A debt that cannot be assigned or attached, cannot be pledged.	Article 1125 If the debt is not transferable or attachable, it may not be mortgaged.
Article 1126 In the absence of an agreement to the contrary, the pledgor has the right to collect the interest on the pledged debt which falls due after the constitution of the pledge. He also has the right to collect periodical payments appertaining to the pledged debt upon condition that he sets off the amounts so collected by him first against expenses, then against the interest and then against the capital of the debt secured by the pledge. A pledge is bound to look to the protection of the pledged debt. If he has the right to collect any part of the debt without the intervention of the pledgor, he is bound to collect such part of the debt at the time and place fixed for payment and immediately inform the pledgor thereof.	Article 1126 (1) The flexible creditor has the right to seize the interest due on the mortgaged debt that falls due after the mortgage, and he also has the right to seize all periodic dues due to this debt, provided that he deducts what he seizes from the expenses, then from the interest, then from the principal debt secured by the mortgage, all of this. Unless otherwise agreed upon . (2) The mortgage creditor is obligated to maintain the mortgaged debt. If he has the right to demand anything of this debt without the intervention of the mortgagor, he must demand it at the time and place designated for fulfillment and must take the initiative to notify the mortgagor of that.
Article 1127 The debtor of a debt given in pledge may set up against the pledgee the defenses relative to the validity of the debt secured by the pledge as well as those defenses he may have against his own creditor, to the extent that an	Article 1127 The debtor in the mortgaged debt may assert before the mortgaged creditor the defenses related to the validity of the right secured by the mortgage, as well as the defenses he has against his original creditor, all of this to the extent that the debtor in the case of a transfer may assert these defenses before the assignee.

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assigned debtor may set up defenses against the assignee in the case of an assignment of debt.	
Article 1128 If a pledged debt falls due for payment before the actual debt secured by the pledge, the debtor must discharge his debt to the pledgee and the pledgor jointly. The pledgee and the pledgor may each demand the debtor to deposit the amount paid by him, in which case the pledge is transferred to the amount so deposited. The pledgee and the pledgor must, without prejudice to the rights of the secured creditors, cooperate together for the investment of the amount paid by the debtor to the best advantage of the pledgor, and they must immediately constitute a new pledge in favor of the pledgee .	Article 1128 (1) If the mortgaged debt is due before the debt secured by the mortgage is due, the debtor may not pay the debt except to the mortgagee and the mortgager together, and each of these two may request the debtor to deposit what he pays, and the right of the mortgager is transferred to what was deposited. (2) The mortgagee and the mortgagee must cooperate to exploit the debtor's performance, and this must be in the most beneficial way for the mortgagee without harming the mortgagee creditor, while taking the initiative to create a new mortgage for the benefit of this creditor.
Article 1129 If the pledged debt and the secured debt fall due, the pledgee who has not been paid may collect the debt pledged up to the amount due to him and demand that the debt be sold or be allocated to him in accordance with the provisions of Article 1121, par.2.	Article 1129 If both the mortgaged debt and the debt secured by the mortgage become due for payment, the mortgaged creditor may, if he has not fulfilled his rights, collect from the mortgaged debt what is due to him or request the sale or ownership of this debt in accordance with Article 1121. Second paragraph.
Chapter IV **Privileged Rights**	**Chapter Four:** **Concession Rights**
Section I **General Provisions**	**Chapter One** **General Provisions**
Article 1130 A privilege is a right of preference granted by law to a particular right by reason of its quality. No right is privileged except by virtue of a provision of the law.	Article 1130 (1) Privilege is a priority determined by law for a specific right, taking into account its character. (2) The right shall not have a privilege except in accordance with a provision of the law.
Article 1131 The rank of a privilege is fixed by law; In the absence of a formal provision of the law fixing the preferential rank of a privileged right it ranks after any other privilege provided for in this Chapter. In the absence of a provision of the law to the contrary, privileged rights of the same rank will be paid rateably.	Article 1131 (1) The rank of the privilege is determined by the law. If a privileged right does not explicitly stipulate the rank of its privilege, this right is lower in rank than every privilege mentioned in this section. (2) If the privileged rights are of the same rank, they are collected in proportion to the value of each of them unless there is a text stipulating otherwise.
Article 1132 General privileges extend to all movable and immovable property of the debtor. Special privileges are limited to a specific movable or immovable only.	Article 1132 The general lien rights shall be returned to all of the debtor's assets, including movables and real estate. Special concession rights are limited to movable property or real estate
Article 1133 A privilege cannot be set up against a holder in good faith of a movable. A lessor of an immovable and an hotel proprietor are considered, in so far as this article applies, to be holders of furniture used in leased premises and of effects brought into the hotel by travelers respectively. If a creditor has reasonable grounds to apprehend that movables charged with a privilege in his favor will be misappropriated, he may apply for them to be placed in judicial custody.	Article 1133 (1) The right of lien shall not be invoked against the person who possesses the movable property in good faith. (2) Under the provisions of this article, the lessor of the property is considered to be a holder of the property with respect to the movables located in the leased property, and the owner of the hotel with regard to the luggage that the landlord deposits in his hotel. (3) If the creditor fears, for reasonable reasons, that the movable property burdened with a lien will be squandered for his benefit, he may request that it be placed under receivership.
Article 1134 Provisions of the law relating to mortgages are applicable to privileged rights over immovable property in so far as they are not incompatible with the nature of	Article 1134 (1) The provisions of the official mortgage apply to lien rights located on real estate to the extent that they do not conflict with the nature of the rights. In particular, the provisions for purification, registration, and the effects resulting from registration and related renewal shall apply And erase.

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these rights. The provisions relating to purge, to inscription and the effects of inscription, and to renewal and radiation of inscription, are in particular applicable to privileges over immovables. General privileges, however, even over immovables, are not subject to publication nor do they give a right of tracing the property into the hands of subsequent holders. Privileges over immovable insurance sums due to the State Treasury are also not subject to publication. All these privileges rank prior to any other privilege over immovables or mortgages, whatever may be the date of their inscription. As between each other, the privilege secures sums due to the State Treasury ranks prior to general privileges.	Therefore, general lien rights, even if they are replaced by real estate, are not obligatory (2) and with the notarization, and the right of retrieval is not established in them, and there is no need for notarization in lien rights either. These real estate privileged rights guaranteeing sums due to the public treasury all have priority over any other real estate privileged right or any official mortgage right, regardless of the date of its registration. As for them, the privilege guaranteeing the sums due to the treasury takes precedence over general privileged rights.
Article 1135 Provisions apply to the loss or deterioration of mortgaged property also apply to privileges.	Article 1135 The lien applies to the provisions that apply to an official mortgage related to the loss or damage of the thing.
Article 1136 In the absence of a provision of the law to the contrary, privileges are extinguished in the same way and in accordance with the same rules as a mortgage or a pledge.	Article 1136 The right of concession shall expire in the same manner as the right of official mortgage and the right of mortgage possession and in accordance with the provisions for the expiration of these two rights, unless there is a special provision stipulating otherwise.
Section II **Kinds of Privileges**	**Chapter Two:** **Types of privileged rights**
Article 1137 In addition to the privileges established by special provisions of the law, the rights enumerated in the following articles are privileged.	Article 1137 The rights set forth in the following articles shall be privileged, in addition to the privilege rights stipulated in special texts.
over Special Privileges and General Privileges 1- Movables	**1- General lien rights and special lien rights on movable property**
Article 1138 Costs of legal proceedings incurred in the common interest of all the creditors, for the preservation and the sale of the property of the debtor, have a privilege over the price of such property. Such costs are payable in priority to any other claim, whether privileged or secured by a mortgage, including claims of creditors for whose benefit such costs have been incurred. Costs incurred for the sale of the property are payable in priority to the costs of the procedure of distribution.	Article 1138 creditors in preserving and (1) Judicial expenses incurred for the benefit of all selling the debtor's property have a privilege over the price of these funds. (2) These expenses shall be collected before any other right, even if it is privileged or secured by an official mortgage, including the rights of the creditors in whose interest the expenses were spent. The expenses spent in selling the funds take precedence over those spent in the distribution procedures
Article 1139 Sums due to the State Treasury for taxes, duties and other dues of any kind are privileged in accordance with conditions laid down by laws and regulations issued in this connection. Such sums shall be paid out of the proceeds of sale of the property charged with this privilege, in whosoever's hands it may be, and before all other rights, whether privileged or secured by a mortgage, except costs of legal proceedings.	Article 1139 (1) Amounts due to the public treasury of taxes, fees, and other rights of any kind shall be privileged under the conditions stipulated in the laws and orders issued in this regard. (2) These amounts shall be collected from the price of the funds encumbered by this lien in Except whatever hand it is before any other right, even if it is privileged or guaranteed by an official mortgage for judicial disbursements.
Article 1140 Expenses incurred for the preservation of, and repairs of a necessary kind to, a movable are secured by a privilege over the movable as a whole. Such expenses are payable out of the proceeds of sale of	Article 1140 (1) The amounts spent on preserving the movable property and on the necessary restoration of it shall have a lien on all of it (2) These amounts shall be collected from the price of this movable property encumbered by the right of lien, after judicial expenses and amounts due directly to the public treasury. As for

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the after immediately rank and ,charged so movable the Costs of legal proceedings and sums due to the State Treasury. As between them such expenses will rank in the inverse order of the dates on which they were incurred.	Among them, some are given precedence over others according to the reverse order of their disbursement dates.
Article 1141 The following claims are secured by a privilege over all the debtor's property, movable of immovable: a- Sums due to servants, clerks, workmen and other wage-earners for wages and emoluments of any kind due to them for the last six months; b- Sums due for foodstuffs and clothes supplied to the debtor and to persons depending on him during the last six months; c- alimony due by the debtor to members of his family, for the last six months. These claims rank immediately after the costs of legal proceedings, sums due to the State Treasury and expenses for the preservation of and repairs to the property. As between them such claims are paid rateably.	Article 1141 (1) The following rights shall have a lien on all of the debtor's property, including movables and real estate: (a) Amounts owed to servants, clerks, workers, and every other employee. (b) Amounts due for food and clothing supplied to the debtor and his dependents in the last six months. (c) The alimony owed by the debtor to his relatives for the last six months. (2) These amounts are collected directly after judicial expenses, amounts due to the public treasury, and preservation and restoration expenses, but between them, they are collected in proportion to each.
Article 1142 Sums disbursed for seeds, manure and other fertilizers and insecticides, and sums disbursed for cultivation and harvesting are secured by a privilege over the crop for whose production they are spent: they will have all the same rank. Such sums are payable out of the proceeds of the sale of the crop, immediately after the claims above referred to. Sums due in respect of agricultural implements are, in a like manner and in the same rank, secured by a privilege over these implements.	Article 1142 (1) Amounts spent on seeds, fertilizer, and other fertilizing and insect-repellent materials, and amounts spent on cultivation and harvesting, shall have a priority over the crop they were spent on producing, and they shall all have one rank. (2) These amounts are collected from the price of the crop directly after the aforementioned rights. (3) Likewise, the amounts due in exchange for agricultural machinery shall have a lien of the same rank on these machinery.
Article 1143 House and agricultural rents for two years, or for the duration of the lease if less than two years, and all sums due to the lessor by virtue of the contract of lease, are secured by a privilege over all attachable movables and existing crops on the leased property and belonging to the lessee. Subject to the provisions relating to stolen or lost property, this privilege is enforceable even when the immovables belong to the wife of the lessee or to a third party, as long as it is not established that the lessor had knowledge, at the time the movables were brought onto the leased property, of the existence of a third party's rights. This privilege is also enforceable over movables and crops belonging to a sub-lessee, if the lessor had expressly prohibited sub-letting. If sub-letting was not prohibited, the privilege will only be enforceable up to the amount due by the sub-lessee to the principal lessee on the date a formal summons is served by the lessor upon the sub-lessee. These privileged claims are payable out of the proceeds of sale of such movables and crops subject to such privilege, immediately after the claims above mentioned, with the exception of such claims in respect of which the	Article 1143 (1) The rent for the buildings and agricultural lands for two years or for the lease period if it is less than, and every other right of the lessor under the lease contract, all of them shall that have a lien on what is present in the leased property and owned by the lessee, whether attachable movable property or agricultural crops. (2) The privilege is established even if the movables are owned by the lessee's wife or are owned by others and it is not proven that the lessor was aware at the time of placing them in the leased property that a third party had a right over them, without prejudice to the provisions related to stolen or lost movables. (3) The privilege also applies to movables and crops owned by the subtenant if the lessor has explicitly stipulated not to sublease. If this is not stipulated, the privilege is only established for the amounts that are due to the original lessee and are owed by the subtenant at the time the lessor warns him. (4) These privileged amounts shall be collected from the price of the property encumbered with the privilege after the above-mentioned rights, except for those rights that are not enforceable against the lessor as he is a holder in good faith. (5) If the properties subject to the lien are transferred from the leased property, despite the lessor's objection or without his knowledge, and there are not sufficient funds remaining in the property to guarantee the privileged rights, the lien remains valid on the properties that were transferred without prejudice to the rights he acquired other than in good faith over this property. Money, and it remains

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The privilege does not operate as against the lessor in as much as he is a third party holder in good faith. If movables and crops so charged are removed from the leased property, notwithstanding the objection of the lessor or without his knowledge, and the movables remaining on the property are not sufficient to secure the privileged claim, the privilege is enforceable on the movables and crops so removed subject to rights acquired on these moves and crops by third parties in good faith. The privilege shall remain in force for three years from the date of removal, even to the detriment of a third party's rights, if the lesser effects within the prescribed time limit an attachment on the movables and crops removed. If, however, the moves and crops are sold to a purchaser in good faith in the market by public auction or by a merchant dealing in similar articles, the lessor must reimburse the purchaser with the price.	The privilege exists, even if it harms the right of others, for a period of three years from the day of its transfer, if this occurs if the leased property is sold with a due lien within the legal period. With the money given to a bona fide buyer in a public market, at an auction, or from someone who trades in similar items, the lessor must return the price to this buyer.
Article 1144 Sums due to hotel proprietors by a traveler for accommodation, food and expenses incurred for his account, are secured by a privilege over the effects brought by the traveler to the hotel or its annexes. Unless it can be shown that the hotel proprietor knew of the existence of a third party's rights over these effects at the time they were brought on to the premises, this privilege may be enforced on these effects, even if they do not belong to the traveler , provided that they are not lost or stolen property. An hotel proprietor may, if he has not been paid in full, object to the removal of these effects, and if they are removed notwithstanding his objection or without his knowledge, the privilege continues to be enforceable on them, subject to the rights acquired by third parties in good faith. An hotel proprietor's privilege has the same rank as a lessor's privilege. Should the effects in question be subject to both claims, the first in date will have priority, unless it is not enforceable against the other.	Article 1144 (1) The amounts owed to the hotel owner by the traveler for his rent, accommodation and supplies, and what was disbursed to his account, and they have a lien on the luggage brought by the traveler to the hotel or its annexes. (2) The lien shall apply to the luggage, even if it is not owned by the trailer, if the hotel owner does not prove that he knew at the time of bringing it into his possession of the right of third parties over it, provided that... The hotel owner may dispute whether the luggage is stolen or lost. If the luggage is transported despite the luggage being transported from his hotel, as long as he has not fully paid his right, the privilege remains valid over it without prejudice to his opposition or without his knowledge of the rights acquired by others in good faith. (3) The concession accompanying the hotel has the same rank as the leased concession, so if there is a conflict, the first in date shall take precedence, unless it is ineffective with respect to the other.
Article 1145 Sums due to a vendor of a movable for price and accessories are secured by a privilege over the movable sold. This privilege is enforceable as long as the movable sold preserves its identity, subject to the rights acquired in good faith by third parties and subject to the special provisions applicable in commercial matters. The privilege follows in rank privileges over movables above referred to. It operates, however, as against the lessor and the hotel proprietor, if it can be proven that they had knowledge of such privilege at the time the thing sold was brought onto the leased property or into the hotel.	Article 1145 (1) The price and accessories due to the seller of the movable property shall have a privilege over the thing sold, and the privilege shall remain valid as long as the sold item maintains its identity. This is without prejudice, taking into account the provisions of the articles, commercial rights acquired by others in good faith. (2) This privilege is next in rank to the above-mentioned privilege rights over a movable the lessor and the hotel owner if it is proven that property, except that it applies to they knew about it at the time the sold item was placed in the leased property or the hotel.
Article 1146 Co- owners who have partitioned a movable have a privilege over this movable in respect of their respective remedies against each other resulting from the partition, and for repayment of any difference reverting to them in the partition.	Article 1146 (1) The partners who divided a movable property have a lien on it to secure the right of each of them to have recourse against the others due to the division, and to collect the rate decided for them therein. (2) The shared concession shall be of the same rank as the seller’s concession, if there is competition

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The privilege of a co-partitioner has the same rank as a vendor's privilege. Should the movable question be subject to both rights, the first in date will have priority.	History was first introduced by the two truths
Immovables over Special Privileges 2-	**2- Special lien rights located on a property**
Article 1147 The price and accessories due to a vendor of an immovable are secured by a privilege over the immovable sold. Such privilege must be inscribed, notwithstanding the transcription of the sale, and its rank is fixed by the date of inscription.	Article 1147 (1) The price and accessories due to the seller of the property shall have a lien on the sold property. (2) The concession must be registered, even if the sale is registered, and its rank shall be: Registration time.
Article 1148 Sums due to contractors and architects who have been entrusted with the erection, reconstruction, repair or maintenance of buildings or other works, have a privilege over such works but only in respect of the increase in value resulting from such works as at the time of alienation of the immovable. Such a privilege must be inscribed: its rank is fixed by the date of its inscription.	Article 1148 (1) Amounts owed to contractors and architects entrusted with the construction, reconstruction, restoration, or maintenance of buildings or other facilities shall have a lien on these facilities, but to the extent that there is an excess due to these works in the value of the property at the time of its sale. (2) This privilege must be registered, and its rank shall be from the time of registration.
Article 1149 Co-owners who have partitioned an immovable have a privilege over this immovable in respect of their respective remedies against each other resulting from the partition, including the right to claim payment of any difference reverting to them in the partition. This privilege must be inscribed: its rank is fixed by the date of its inscription	Article 1149 property, a lien on it, to secure what the division entitles them to They divided a The partners have the right of recourse against each other, including the right to demand a rate. This division privilege must be registered, and its rank shall be from the time of registration