Law 29/2002, of 30 December. First law of the Civil Code of Catalonia

(Tram. 200-00064/06)

Preamble

The exercise of the power to preserve, modify and develop the civil law of Catalonia has passed through several stages since its recovery, more than twenty years ago, within the country's new constitutional and statutory framework. The first stage culminated in Law 13/1984 of 20 March on the *Compilació del dret civil de Catalunya* (Compilation of the Civil Law of Catalonia). The objective was to adopt the 1960 Codification, integrate it into the Catalan legal system, and adapt it to constitutional principles, thus overcoming the political conditioning of the historical period during which it had been pronounced. In the second stage, initiated in parallel and pursued continuously but with varying degrees of intensity to the present, the Parliament of Catalonia used the technical instrument of special laws to gradually introduce consistency into this rigid legal system, paralysed and weakened by a prolonged absence of its legislative institutions. From 1991 onwards, with the enacting of Law 40/1991 of 30 December on the Code of Succession due to death, Catalan civil law entered its third stage, that of partial codification. This was continued with

Law 9/1998 of 15 July on the Code of the Family, intended to bring together, order and organise the regulations on the material contained within the special laws enacted, adding to it until it achieved the full exercise of legislative powers established by the Constitution and the Statute.

In late 1998, the Department of Justice organised some Study Days to examine the issue of a Civil Code for Catalonia. These were aimed at seeking the participation of Catalan legal circles in the Government's intention to go ahead with codifying the civil law. In collaboration with representatives of academic, political and professional fields, they planned to analyse the possibilities of approving a Civil Code for Catalonia within the near future. A key element in achieving this task is the Observatory of Private Law of Catalonia, created by Decree 13/2000 of 10 January on the partial restructuring of the Department of Justice. Equipped with a steering committee, an executive management committee and a codification committee, one of its main objectives is to act as the Government's specialist instrument for political action in matters of private law. The first Law of the Civil Code of Catalonia is a result of the work of the different sections and the Plenary Session of the Observatory's Codification Committee.

The first objective of this Law is to establish the structure, basic content and procedure for processing the Civil Code of Catalonia.

Its main guiding principle is that the Civil Code of Catalonia should be open, both in structure and content, and that it should be constituted over time through a successive series of laws in accordance with the plan established by this Law. Like many other branches of law, civil law today is undergoing a much more dynamic process of change than during the days of the great codifications. Today, it is equally unthinkable to embrace the original codifying ideal of reducing all civil laws to a single code, or to attempt to give such laws a permanent and immutable character. Social progress and scientific and ethnological developments require today's civil law to be able to offer a rapid and continuous response to new needs for regulation. In addition, the process of European integration means that the state, national and autonomous legislators, variously attributed with legislative powers in a particular material, must apply directives issued by the European Commission within predetermined and relatively short timescales. The legislative technique of using special laws to adapt to either of these aspects has proved to seriously prejudice the clarity, organisation and internal coherence of civil law.

It is therefore considered that the structure of any code

that aspires to meet these challenges must permit the gradual incorporation of new regulations, or the modification of existing forms without putting serious strain on the system.

To encourage this flexibility, and to facilitate the continuous updating of civil legislation, it was decided to employ a system of decimal numeration, under which articles are marked with two numbers separated by a short dash. The first number has three figures which refer respectively to the book, the title and the chapter, and which therefore indicate the position of the article within the Code. The number following the small dash corresponds to a continuous numeration, starting with 1 in each chapter. This system will allow the Civil Code to be drawn up in books or parts of a book, as the legislator of the Dutch Civil Code has been doing for years. This system combines the technique of new regulation on material so far insufficiently regulated under our law with that of modification and adaptation of existing regulations. One example of this is the treatment of Law 13/1984 and legislative Decree 1/1984 of 19 July, by which the text adapting the Compilation of Civil law of Catalonia was approved.

This procedure will permit the legislator to set the pace that it considers appropriate. In response to the social circumstances and needs of the country, it can prioritise

some parts of regulations by setting a faster pace, on the understanding that any omissions are provisional, and that they do not imply a surrender of the exercise of its powers.

As Article 3 indicates, this Code consists of six books. The first deals with general provisions; the second with the individual and the family; the third, the corporate person; the fourth, successions; the fifth, real rights, and the sixth, obligations and contracts.

II

Article 7 deals with the second objective of this Law, to approve the first book of the Civil Code of Catalonia, entitled 'General provisions'. Without prejudice to its being extended in the future, this is currently organised into two titles.

Title I, known as 'Preliminary provisions', sets out and organises the precepts contained in preliminary title and the second and fourth final provisions of the Compilation of the Civil Law of Catalonia. Its two main concerns are the principles and doctrines that although innate in the civil law of Catalonia, are here expressly stated for the first time, and the regulations already contained, if sketchily, in the Catalan legal system in force.

Article 111-1 enumerates the elements that make up the civil law of Catalonia, dealing with the value that these elements have within its own system of sources. As in any modern legal system, the nature of main source is granted to the law while custom, which only governs in the absence of applicable law, is given a secondary role. The regulations recognise as general principles of law the function of self-integration of the civil law of Catalonia, to avoid hetero-integration through the application of supplementary law, and their relevance as a limit to a possible indiscriminate allegation of the Catalan legal tradition, referred to in Article 111-2, as an expression of the doctrine of *iuris continuatio*. Finally, this last article recognises, although not as a source of law, the civil jurisprudence of the Court of Cassation of Catalonia in as far as it has not been modified by legislation in force, and that of the High Court of Justice of Catalonia as jurisprudential doctrine for the purpose of the appeal of cassation.

For organisational reasons, Section 1 of Article 111-3 also reproduces article 7.1 of the Statute of Autonomy. This partly consolidates Articles 2 and 3 of the preliminary title of the Compilation, referring to the territorial nature of local law, and for the same reasons reproduces Article 7.2 of the Statute, stating that foreign citizens who obtain Spanish nationality while legally resident in Catalonia are subject to Catalan civil law unless they express a wish to the contrary.

A reference to local domicile, which is determined by the guidelines that govern civil domicile, ends the precept.

Article 111-4 highlights that the new Civil Code has the nature of common law in Catalonia and so is considered supplementary to other laws.

Article 111-5 refers both to the preferential nature of the provisions of the civil law of Catalonia, except in cases where regulations of a general nature are directly applicable, as a restraint to hetero-integration through the supplementary application of the state law, which is only possible when it is not contrary to the Catalonia's own law or to its general principles.

Unlike Article 1255 of the Spanish Civil Code, while Article 111-6 states as its preliminary provision the principle of civil liberty, it is not restricted to contractual autonomy, but has the nature of a general principle. Similarly it shows the clear prevalence of acts in exercise of private autonomy over provisions that are not pressing.

Article 111-7 incorporates a regulation on good faith. In the tradition of Catalan law, as in the continental European law to which it belongs, this is a principle of a general nature

that can therefore not be restricted to the contractual area. Reference is also made to the honesty of contracts as a differentiating concept, because in line with most recent developments in private European law, it aims to emphasise objective aspects, independently of the knowledge or ignorance of any of the subjects of the legal relationship.

Article 111-8 formulates the estoppel, and Article 111-9 refers to the need to take equity into account when applying the regulations, and expresses the most traditional regulation, according to which settlement in equity requires legal authorisation.

III

Under the heading 'Prescription and expiry', Title II of the first book regulates these two institutions in a more modern and dynamic way than does the Spanish Civil Code. The latter, still rooted in Roman and eighteenth-century concepts, often confuses prescription and expiry, and the boundary between the former and usucapion or acquisitive prescription is not clear.

It is widely known that Catalan historic law always regulated prescription. This was the well-known usage

Omnes Causae (*Constitucions i altres drets de Catalunya* [Constitutions and other rights of Catalonia], Book Seven, Title II, Constitution 2a, of Volume I) which modified the regulations of applicable Roman and Canonic law. As well as usage, Chapter XLIV of the *Recognoverunt proceres* included a similar regulation on prescriptions, which excluded the terms of ten and twenty years of Roman law, and generalised the term of thirty years already established by the earlier usage. These were not the only regulations in force, but other shorter terms subsist, included in the Constitutions (Book Seven, Title II, Volume I). The jurisprudence of the Supreme Court of Justice was always very respectful of the Catalan regulations on prescription and, in this sense, there are many sentences in which the prescription of thirty years of this usage was applied, and that of the Civil Code excluded.

Today prescription and expiry are insufficiently regulated. The first is regulated by Article 344 of the Compilation and the Spanish Civil Code, which the Compilation refers to, not all of whose regulations are applicable to Catalonia. Conversely, expiry only appears with reference to concrete actions, and is not regulated in any body of law.

The scant application to personal actions by Catalan courts of the thirty-year period of prescription, and the concern to

modify and update prescription, also found in the legal code of neighbouring countries, have determined the option for a detailed regulation of these institutions. This has taken into account the regulations of different European countries, some of which are very recent, and several proposals for legislative reforms in progress.

In this regulation, the prescription refers to claims, understood as rights to claim an action or omission from another person, and always referring to available rights. The prescription annuls the claims, whether exercised as action or exception. Conversely, expiry is applied to powers of legal configuration, understood as the powers that the person owning them may exercise to alter legal reality, originating with a predetermined term and not requiring the action of others. Expiry rules out the possibility of this exercise, and can occur both in cases of legal relationships that are not available and those that are. In the latter case, expiry has some similarities to prescription which suggest the wisdom of applying some of its regulations.

One of the core areas of the regulation has been the considerable reduction of the terms of prescription. Article 121-20 opts for a general term of prescription of ten years, both for personal actions and for real actions. This, combined with other shorter terms established by Articles 121-21 and 121-22 shows a clear trend towards uniformity.

The criterion has also been generalised for the need for knowledge or at least the cognisability of the facts of the claim to start the calculation of the term. This means that in accordance with Article 121-23, to start to calculate the term of prescription, the origin of the claim is not enough. In addition, the personal owner must have known or must have reasonably been able to know the circumstances that form the grounds of the claim, and the person against which it can be exercised. However, Article 121-24, while giving a new function to the term of the usage *Omnes Causae*, refers to thirty years, calculated from the origin of the claim, as a term of preclusion, after whose expiry, absolutely and independently of any circumstances, this claim cannot now be valid.

In accordance with the most modern European regulations and with the principle of civil liberty, Article 121-3 introduces an exception to the regulations of irrevocability of the system of prescription, referring to the possibility of modifying the terms by either shortening or lengthening them. As well as general limits of autonomy of intention, the shortening or lengthening agreed cannot exceed, respectively, half or double the legally established term.

An important innovation, that follows the line of development of legal systems in neighbouring countries, has been the introduction of the suspension of prescription as a means to assist the personal owner of the right who

has not been able to interrupt the prescription, either for external reasons beyond the control of this person, or for personal or family reasons. This figure, ignored by the Spanish Civil Code and with only a trace in the Catalan law in force, called for regulation as a general category, without prejudice to the regulation of specific cases in special laws, as do the majority of foreign systems that resemble the Catalan.

Until now, objective causes were the only causes of suspension recognised by the Catalan legal system; in particular, cases of war or serious social crisis. These cases of suspension, which were already present in the texts of the Catalan classical lawyers and in old jurisprudence, are redirected in this regulation towards the concept of force majeure, which causes suspension if a relatively short time remains, which the Code establishes at six months, before the expiry of the term of prescription. To these objective circumstances are now added the subjective circumstances arising from personal or family reasons. These occur when a minor or disabled person is without legal representation and so cannot exercise their rights, and when affective and personal proximity mean that it is very difficult to defend the claim before another person without grave risk to cohabitation or a personal or family relationship (marriage, father-child relationship, guardianship, etc.) which is more valuable than the prescribable claim. Given that, by

preserving this relationship, the person interested normally does not act on his right, the term of prescription must be suspended so as not to force the sacrifice of a right that the code should protect with a view to higher interests.

Given the importance and the foreseeable practical impact of the new regulations on prescription and expiry, it has finally become necessary to regulate such transitory situations in detail, and to opt for an average degree of retroactivity, which tends to favour the application of shorter terms of prescription. For these reasons, and to allow Title II of the first book of the Civil Code of Catalonia to come into force at the start of the natural year, it was also considered necessary to establish a *vacatio legis* until 1 January 2004.

Article 1

Objective

The objective of this Law is to establish the structure and system of the Civil Code of Catalonia and to approve its first book.

Article 2

Structure

The Civil Code of Catalonia is organised into six books with their corresponding additional, transitory and final provisions.

Article 3

Division

The books that make up the Civil Code of Catalonia are as follows:

a) First book, relating to general provisions, which include the preliminary provisions and regulations of prescription and expiry.

b) Second book, relating to the individual and the family, which includes regulations on the natural person, the material currently included in the Code of the Family and the special laws in this area.

c) Third book, relating to the corporate person, which includes the regulation of associations and foundations.

d) Fourth book, relating to succession, which includes the regulation of material contained in the Code of Successions due to death and other special laws in this area.

e) Fifth book, relating to the real rights, which includes the regulation of this material approved by Parliament.

f) Sixth book, relating to obligations and contracts, which includes the regulation of these materials, covering the special contracts and contracting that affects consumers, approved by Parliament.

Article 4

Internal distribution

Each book of the Civil Code of Catalonia is divided into titles, and these into chapters. The chapters may be divided into sections and these, as required, into sub-sections.

Article 5

Numeration of articles

The articles of the Civil Code have two numbers, separated by a small dash, except for the additional, transitory and final provisions. The first number is made up of three figures, which indicate respectively the book, the title and the chapter. The second number corresponds to the continuous numeration that, starting with 1, is given to each article within each chapter.

Article 6

Procedure

1. The Civil Code of Catalonia must be drawn up in the form of an open code through the approval of different laws.

2. The draft laws that the Government presents to Parliament must correspond to each of the books or, on occasion, to each of the parts of their content referred to in Article 3.

3. The draft laws must include the modifications of addition, suppression or new drafting that is considered necessary to conserve, modify or develop the regulations in force, because they have been approved by Parliament.

4. In each law, if appropriate, a final provision must authorise the Government to consolidate through legislative decree the modifications that arise therefrom with the regulations and provisions that remain unaltered, in accordance with the provisions of Article 33.1 of the Statute of Autonomy of Catalonia and Articles 34, 35 and 39 of Law 3/1982. This authorisation must include the power to regularise and numerically order the articles and clarify and harmonise the legal texts to be consolidated.

5. Legislative decrees relating to material of civil law must be drawn up in accordance with the provisions of Section 4, and must be incorporated into the corresponding part of the

Civil Code in accordance to the division established by Article 3.

Article 7

Approval of the first book

The first book of the Civil Code of Catalonia is approved with the following content:

First book. General provisions

Title I. Preliminary provisions

Article 111-1. Civil law of Catalonia

1. The civil law of Catalonia consists of the provisions of this Code, the other laws of Parliament on matters of civil law, the customs and the general principles of Catalonia's own law.

2. Custom only governs if it there is no applicable law.

Article 111-2. Interpretation and integration

1. In its application, the civil law of Catalonia must be interpreted and integrated in accordance with the general principles that form it, taking into consideration the Catalan legal tradition.

2. Particularly, in interpreting and applying the civil law of Catalonia, the civil jurisprudence of the Court of Cassation

of Catalonia and that of the High Court of Justice of Catalonia, not modified by this Code or other laws, must be taken into account. These can both be invoked as jurisprudencial doctrine for the purpose of the appeal of cassation.

Article 111-3. Territoriality

1. The civil law of Catalonia has territorial effect, without prejudice to any exceptions that may be established in each material, and situations must be governed by the personal statute or other regulations of extra-territoriality.

2. The provisions of Section 1 are also applicable to the local law, written or customary, of some territories or towns, as far as the law remits.

3. Foreigners who acquire Spanish nationality are subject to Catalan civil law while they maintain their domicile in Catalonia, except if they express their will to the contrary.

4. Local domicile is determined by the regulations that govern civil residence.

Article 111-4. Character of common law

The provisions of this Code constitute the common law in

Catalonia and are applied supplementarily to other laws.

Article 111-5. Preference and supplementarity

The provisions of the civil law of Catalonia are applied with preference over any others. Supplementary law only governs if it does not run counter to the provisions of the civil law of Catalonia or the general principles that make it up.

Article 111-6. Civil liberty

The provisions of this Code and of the other Catalan civil laws may be the object of voluntary exclusion, of surrender or of agreement to the contrary, except if they expressly establish their imperative nature or if this can be deduced from their content. Exclusion, surrender or agreement are not opposable to third parties if they could be prejudiced thereby.

Article 111-7. Good faith

In private legal relationships the requirements of good faith and decency must always be observed in contracts.

Article 111-8. Estoppel

No one may use a right or power that contradicts their own previous observed in conduct if this had an unmistakable

meaning from which legal consequences inconsistent with the current claim arise.

Article 111-9. Equity

Equity must be taken into account in the application of the regulations, although the courts may only base their resolutions exclusively on equity when the law expressly so authorises.

Title II. Prescription and expiry

Chapter I. Prescription

Section one. General provisions

Article 121-1. Objective

Prescription cancels claims on available rights, whether they are exercised in the form of action or exception. Claim is understood as the right to claim an action or an omission from others.

Article 121-2. Non-prescribable claims

Claims that are exercised through merely declarative actions are not prescribable, including the action of declaring in the capacity of heir or heiress; those of the division of the common thing; those of the division of

inheritance; those of the demarcation of adjoining estates, nor those of publishing a private document, nor claims concerning rights that are unavailable or those that the law expressly excludes from prescription.

Article 121-3. Imperative nature

Regulations on prescriptions are of an imperative nature. However, the parties may agree a shortening or lengthening of the term by not more than, respectively, half or double that established legally, provided that the agreement does not involve the defencelessness of any of the parties.

Article 121-4. Allegation

Prescription may not be taken into account by the courts *ex officio*, but must be alleged in or out of court by a legitimated person.

Article 121-5. Legitimation

The following may allege and make use of the prescription:

a) Persons compelled to satisfy the claim.

b) Third parties whose legitimate interests are damaged by lack of opposition or by the surrender of the prescription

consumed, except if a final judgement has been reached.

Article 121-6. Persons before whom the prescription has effect

1. Prescription has effect to the detriment of any person, except in cases of suspension.

2. The person who owns the prescribed claim takes action to claim compensation for damages arising from the persons to whom they are attributable.

Article 121-7. Succession in prescription

The course, interruption and suspension of the time of prescription benefit or prejudice, as appropriate, the person who succeeds someone who had an active or passive position in the legal relationship that originated the claim.

Article 121-8. Effects

1. The cancelling effect of the prescription, once alleged and appreciated, occurs when the term is complied with.

2. The cancellation by prescription of the main claim extends to ancillary guarantees, even if the term of the prescription has not yet gone by.

Article 121-9. Irrepeatibility

Payment made in compliance of a prescribed claim cannot be repeated, even if made in ignorance of the prescription.

Article 121-10. Surrender

1. The early surrender of prescription is null, although the event in the course of the term of prescription has the effects of interruption.

2. Any person compelled to satisfy the claim may surrender the prescription consumed.

3. Any act incompatible with the intention of making use of the prescription involves surrendering it.

4. The surrender, validly carried out, of the prescription consumed leaves the corresponding claim in place, but does not impede the future prescription.

Section two. Interruption of prescription

Article 121-11. Causes of interruption

Some causes for interruption of prescription:

a) The exercise of claims before the court, even when disallowed by procedural defects.

b) The start of the arbitration procedure relating to the claims or the filing of the demand for judicial execution of the arbitration.

c) Out-of-court lodging of the claim.

d) The recognition of the right or the surrender of the prescription by the person against whom the claim can be made use of in the course of the term of the prescription.

Article 121-12. Requirements of interruption

For the interruption of prescription to be effective the event must:

a) Be originated by the person who owns the claim or a third party, who must act in defence of a legitimate interest and have sufficient capacity.

b) Be effected before the passive subject of the claim, before the prescription is consumed.

Article 121-13. Allegation of interruption

The prescription may not be taken into account by the courts *ex officio*, but must be alleged by the benefiting party.

Article 121-14. Effects of interruption

Interruption of prescription determines that the term starts to run again and entirely, and it returns to being calculated as follows:

a) In the case of out-of-court exercise of the claim, from the time that the act of interruption took effect.

b) In the case of the judicial exercise of the claim, from the time that the sentence or settlement that put an end to the procedure become final, or if these did not prosper due to procedural defect, from the time of the exercise of the action by which the claim was required.

c) In the case of arbitration, from the time that the sentence or resolution that put an end to the procedure for it to be judicially formalised become final, and also from the time that the judgement become final or from the withdrawal of the arbitration procedure.

Section three. Suspension of prescription

Article 121-15. Suspension due to force majeure

1. Prescription is suspended if the person owning the claim cannot exercise it, either themselves or by means of a representative, due to force majeure occurring during the six months immediately before the end of the term of prescription.

2. The effects of suspension do not start in any

circumstances before the six months established by Section 1, even if the force majeure is preexisting.

Article 121-16. Suspension for personal or family reasons

Prescription is also suspended:

a) In claims owned by disabled persons or minors, while they do not have legal representation.

b) In claims between spouses, while the marriage lasts, until the separation, whether legal or de facto.

c.) In claims between members of an unmarried couple, while the cohabitation continues.

d) In claims between father or mother and children in their power, until this lapses for any reason.

e) In claims between the person who exercises the duties of tutor, carer, estate administrator, legal defender or protector and the minor or disabled person, while the corresponding function continues.

Article 121-17. Suspension with respect to recumbent inheritance

Prescription of claims between persons due to inherit and the recumbent inheritance is suspended while the inheritance has not been accepted.

Article 121-18. Allegation of suspension

Suspension of prescription may not be taken into account by the courts *ex officio*, but must be alleged by the benefiting party, except for any occurring in situations established by Article 121-16.a, when it affects persons who are still minors or disabled.

Article 121-19. Effects of suspension

The time during which the prescription is suspended is not calculated in the term of prescription.

Section four. Terms of prescription and calculation

Article 121-20. Ten-year prescription

Claims of any kind prescribe after ten years, except in the case that someone has acquired the right by usucapion or where this Code or the special laws provide otherwise.

Article 121-21. Three-year prescription

The following prescribe after three years:

a) Claims concerning regular payments to be made for years or shorter terms.

b) Claims concerning remuneration for provision of services and execution of work.

c) Claims for payment of price in consumer sales.

d) Claims arising from extra-contractual liability.

Article 121-22. Annual prescription

Claims exclusively protecting possession prescribe after one year.

Article 121-23. Calculation of the term

1. The term of prescription starts when, once the claim has originated and is exercisable, the person owning this claim knows or could reasonably know the circumstances that form its base and the person against whom it can be exercised.

2. In calculation of the term of prescription, neither non-working days nor holidays are taken into account. Calculation of days is by whole days. The initial day is excluded and the final day has to be totally completed.

3. Months and years are calculated from date to date. If on the month of expiry there is no day corresponding to the initial date, it is considered that the term ends on the last day of the month.

Article 121-24. Term of preclusion

Any claim that can be prescribed is annulled in all cases by the passing of the uninterrupted period of thirty years from its origin, irrespective of whether causes of suspension have concurred or persons legitimated to exercise it have not known or have not been able to know the facts or circumstances referred to in Article 121-23, on calculation of terms.

Chapter II. Expiry

Article 122-1. Expiry of actions and other legal powers

1. The actions and powers of legal configuration subject to expiry are cancelled by the expiry of the corresponding terms.

2. The expiry of the actions or the powers of legal configuration cease to have effect only if a legitimated person exercises them adequately.

3. The regulations on expiry are imperative in nature, without prejudice to the provisions of Article 122-3.1 on suspension.

Article 122-2. Expiry in unavailable legal relationships

1. In unavailable legal relationships the terms legally established may not be suspended.

2. In unavailable legal relationships expiry must be taken into account by the court *ex officio*.

Article 122-3. Expiry in available legal relationships

1. The term of expiry is suspended in accordance with the provisions of Articles 121-15 to 121-19 as regards the suspension of prescription, or by express agreement of the parties. The suspension is raised once the term agreed has expired or, if none, from the time when any of the parties denounced the agreement in an irrefutable manner.

2. When available legal relationships are in question, the expiry must not be taken into account by the court *ex officio*, but must be alleged by a legitimated person.

Article 122-4. Conventional expiry

If there is no agreement, the expiry agreed by the parties is governed by the provisions on expiry in available legal relationships established by this Code.

Article 122-5. Calculation of the term and preclusion

1. If there are no specific regulations, the term of expiry starts when the action originates or when the owner has a reasonable knowledge of the circumstances underlying the action and the person against whom it can be exercised. In

any case, it will also apply to the expiry date stipulated in Article 121-24 on preclusion.

2. In calculation of the term of expiry, neither non-working days nor holidays are taken into account. Calculation of days is by whole days. The initial day is excluded and the final day must be totally completed.

3. Months or years are calculated from date to date. If on the month of expiry there is no day corresponding to the initial date, it is considered that the term ends on the last day of the month.

Single transitory provision

The regulations of the first book of the Civil Code of Catalonia that regulate prescription and expiry are applied to the claims, actions and powers of legal configuration originating and not yet exercised before 1 January 2004, with the exceptions arising from the following regulations:

a) The start, interruption and re-initiation of the calculation of prescription occurring before 1 January 2004 are governed by the regulations in force up to then.

b) If the term of prescription established by this Law is longer, the prescription is consumed when the term established by the previous regulations has gone by.

c) If the term of prescription established by this Law is

shorter than that established in the previous regulations, the term established by this Law, which starts to calculate from 1 January 2004, is applied. However, if the term established by the previous regulations, although longer, expires before the term established by this Law, the prescription is consumed when the term established by the previous regulations has gone by.

Final provisions

First

Articles 1, 2, 3 and 344 and the second and fourth final provisions of legislative Decree 1/1984 are replaced by the corresponding precepts of this Law.

Second

This Law comes into force twenty days after being published in *Diari Oficial de la Generalitat de Catalunya* (Official Journal of the Generalitat of Catalonia), except for Article 7, approving titles I and II of the first book of the Civil Code of Catalonia, and the first final provision, which comes into force on 1 January 2004.

I therefore order all citizens to whom this Law applies to co-operate in its compliance and the appropriate court and authorities to ensure its compliance.