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LEI NO. 10,406, OF January 10, 2002.

Institutes the Civil Code.

THE PRESIDENT OF THE REPUBLIC I know that the National Congress decrees and I sanction the following Law:

GENERAL PART

BOOK I

OF THE PEOPLE

TITLE I

DAS NATURAL PEOPLE

CHAPTER I

OF PERSONALITY AND CAPACITY

Art. 1º Every person is capable of rights and duties in the civil order.

Art. 2º The person's civil personality begins from birth with life; but the law puts it safe, from conception, to the rights of the unborn child.

Art. 3º They are absolutely unable to personally exercise the acts of civil life:

I-the minors of sixteen years;

II-those who, by infirmity or mental impairment, do not have the necessary discernment for the practice of these acts;

III-those who, even because of transient cause, cannot express their Willingness.

Art. 4º They are unable, in respect of certain acts, or the way to exercise them:

I-the largest of sixteen and under eighteen years;

II-the ébrios customary, toxic addicts, and those who, by mental impairment, have reduced discernment;

III-the exceptional ones, without complete mental development;

IV-the prodigs.

Paragraph single. The capacity of the Indians will be regulated by special legislation.

Art. 5º The menoress cedes to the full eighteen years, when the person is empowered to practise all acts of civil life.

Paragraph single. It will cease, for the minors, the inability:

I-for the granting of the parents, or one of them in the absence of the other, upon public instrument, regardless of judicial homologation, or by sentence of the judge, heard the tutor, if the Minor is sixteen full years;

II-by marriage;

III-by the effective public employment exercise;

IV-by the degree collation in higher education course;

V-by the civil or commercial establishment, or by the existence of employment relationship, provided that, depending on them, the smallest with sixteen full years has an economy of its own.

Art. 6º The existence of the natural person ends with death; it is presumed this, as to the absentees, in cases where the law authorizes the opening of definitive succession.

Art. 7º Can be declared the presumed death, without decrement of absence:

I-if it is extremely likely the death of who was in danger of life;

II-if anyone, missing in campaign or taken prisoner, is not found until two years after the end of the war.

Single paragraph. The declaration of the presumed death, in such cases, may only be required once the searches and enquiries have been exhausted, and the sentence is due to set the likely date of the demise.

Art. 8º If two or more individuals speak on the same occasion, one cannot ascertain whether any of the comorients have preceded others, they will presumably be dead.

Art. 9º Will be registered in public record:

I-the births, marriages and deaths;

II-the emancipation by outorship of the parents or by sentence of the judge;

III-the interdiction by absolute or relative disability;

IV-the sentence declaratory of absence and presumed death.

Art. 10. It will be far-averse in public record:

I-of the sentences that enact the nullity or annulment of marriage, divorce, judicial separation and the re-establishment of marital society;

II-dos judicial or extrajudicial acts that declare or recognize the membership;

III-of the legal acts or extrajudicial acts of adoption.

CHAPTER II

OF THE RIGHTS OF THE PERSONALITY

Art. 11. With the exception of the cases provided for in law, the rights of the personality are relatable and unrelatable, and may not be allowed to exercise voluntarily limitation.

Art. 12. One may demand that the threat, or the injury, the right of the personality, and claim loss and damage, without prejudice to other penalties provided for in law.

Single paragraph. In treating yourself to dead, you will have legitimation to apply for the measure provided for in this article the surviving spouse, or any relative in a straight line, or collateral to the fourth grade.

Art. 13. Save by medical requirement, it is defenceless the act of disposition of the body itself, when it imports permanent diminution of physical integrity, or counteract the good customs.

Single paragraph. The act provided for in this article will be admitted for the purposes of transplantation, in the form set out in special law.

Art. 14. It is valid, with scientific objective, or altruistic, the free disposition of the body itself, in whole or in part, for after death.

Single paragraph. The act of disposition can be freely revoked at any time.

Art. 15. No one can be constrained to submit, with life-threatening, medical treatment or surgical intervention.

Art. 16. Every person is entitled to the name, in it understood the prenome and the surname.

Art. 17. The person's name may not be employed by outing in publications or representations that expose it to public contempt, yet when there is no defamatory intent.

Art. 18. Without authorization, you cannot use the name alheio in commercial advertisement.

Art. 19. The pseudonym adopted for lawful activities enjoys the protection that one gives to the name.

Art. 20. Unless authorized, or if necessary to the administration of justice or the maintenance of public order, the disclosure of writings, the transmission of the word, or the publication, the exhibition or use of the image of a person may be prohibited, to their application and without prejudice to the indemnity that couber, if they reach the honour, the good fame or the respectability, or if they are intended for commercial purposes.

Single paragraph. In the care of either dead or absent, they are legitimate parties to apply for this protection the spouse, the ascendants or the descendants.

Art. 21. The private life of the natural person is inviolable, and the judge, the application of the person concerned, shall adopt the necessary arrangements to prevent or otherwise cease to act contrary to this norm.

CHAPTER III

DA ABSENCE

Section I

From the Curatorship of the Missing Bens

Art. 22. Disappearing a person from your domicile without it there is news, if there is no left representative or prosecutor to whom kayba to administer the goods, the judge, the application of any interested or the prosecutor's office, shall declare the absence, and appoint him / her curator.

Art. 23. It will also declare itself the absence, and will appoint himself curator, when the absent one leaves a representative who does not want to or may not exercise or continue the mandate, or if his powers are insufficient.

Art. 24. The judge, who shall appoint the curator, shall fix him the powers and obligations, as per the circumstances, observing, in what is applicable, the willing regarding the tutors and curators.

Art. 25. The spouse of the absentee, whenever it is not judicially separated, or in fact for more than two years before the declaration of absence, will be its rightful curator.

§ 1º In lack of the spouse, the curatorship of the assets of the absent it is incumbent upon the parents or the descendants, in this order, there is no impediment that inhibits them from exercising the office.

§ 2º Among the descendants, the closest ones precede the most remote.

§ 3º In the lack of the persons mentioned, compete with the judge the choice of the curator.

Section II

Of The Interim succession

Art. 26. A year has elapsed from the collection of the assets of the absentee, or, if he has left representative or prosecutor, in passing three years, may those interested apply to declare the absence and to open provisionally the succession.

Art. 27. For the purpose provided for in the previous article, they only consider themselves to be interested:

I-the spouse not judicially separated;

II-the presumed, legitimate or testamentary heirs;

III-those who have about the assets of the missing right dependent on his death;

IV-the creditors of overdue and unpaid obligations.

Art. 28. The sentence determining the opening of the provisional succession will only produce effect one hundred and eighty days after it has been published by the press; but as soon as it passes on trial, it will proceed to the opening of the will, if any, and to the inventory and sharing of the goods, as if the absentee were deceased.

§ 1º Fishing the deadline referred to in art. 26, and not being interested in the provisional succession, fulfils the Public Prosecutor's Office to require it to the competent judgment.

§ 2º Not attending heir or interested to apply for inventory up to thirty days after passing on Judged the sentence that would have to open the provisional succession, shall proceed to the collection of the assets of the absent by the form established in the arts. 1,819 a 1,823.

Art. 29. Prior to the sharing, the judge, when judging expedient, shall order the conversion of the movable property, subject to deterioration or the extravio, in real estate or in securities guaranteed by the Union.

Art. 30. The heirs, to imitate themselves in possession of the assets of the absentee, will give guarantees of their restitution, upon pawn or mortgages equivalent to the respective fortnons.

§ 1º He who is entitled to the provisional possession, but you cannot provide the warranty required in this article, it will be excluded, by keeping the goods that should fit you under the administration of the curator, or of another heir designated by the judge, and that you pay that guarantee.

§ 2º The ascendants, the descendants and the spouse, once proven their quality of heirs, will be able, regardless of guarantee, to enter the possession of the assets of the absentee.

Art. 31. The real estate of the absentee will only be allowed to divest, not by being disowned, or to mortgage, when the order the judge, to avoid them ruining.

Art. 32. Sworn in on the goods, the provisional successors will be representing actively and passively the absentee, so that against them will run the pending actions and those of future ones to the ones to be moved.

Art. 33. The descendant, ascendant or spouse who is a provisional successor to the absent, will make his all the fruits and income of the goods that this couberin; the other successors, however, should capitalize on half of those fruits and yields, the provisions of in the art. 29, according to the representative of the Public Prosecutor's Office, and give an annual account to the competent judge.

Single paragraph. If the absent appears, and it becomes proven that the absence was voluntary and unwarranted, it will lose him, in favor of the successor, his share in the fruits and incomes.

Art. 34. The excluded, according to art. 30, provisional possession may, justifying a lack of means, require it to be handed over half of the income of the quinlion that would touch it.

Art. 35. If during the provisional possession proves to be the exact time of the passing away of the absentee, it shall be considered, on that date, open to succession in favor of the heirs, who were that to that time.

Art. 36. If the absentee appears, or if it proves to him the existence, after established the provisional possession, they shall cease to soon the advantages of the successors imitted, however, by staying, however, obliged to take the precise assecuratory measures, up to the delivery of the goods to its owner.

Section III

Of The Definitive Succession

Art. 37. Ten years after last on trial the sentence granting the opening of the provisional succession, they may be able to apply for the final succession and the lifting of the cautions provided.

Art. 38. One can apply for the definitive succession, too, proving that the absent account eighty years of age, and that of five date the latest news from him.

Art. 39. Returning the absent in the ten years following the opening of the definitive succession, or some of their descendants or ascendants, the one or these will havenbe the existing goods in the state in which they find themselves, the surrogates in their place, or the price that the heirs and too much interested housees received for the alienated goods after that time.

Single paragraph. If, in the ten years referred to in this article, the absentee does not return, and no one interested to promote the definitive succession, the goods raised will pass to the domain of the Municipality or the Federal District, if located in the respective constituencies, incorporating themselves into the field of the Union, when located in federal territory.

TITLE II

OF LEGAL PERSONS

CHAPTER I

PROVISIONS GERAIS

Art. 40. Legal persons are of public, internal or external law, and of private law.

Art. 41. They are legal persons of internal public law:

I-the Union;

II-the States, the Federal District and the Territories;

III-the Municipalities;

IV-the Municipalities;

V-the remaining public character entities created by law.

Single paragraph. Unless otherwise stipulated, legal persons governed by public law, to which they have given structure of private law, shall be governed, in what couber, as to their functioning, by the standards of this Code.

Art. 42. They are legal persons of external public law the foreign states and all persons who are governed by public international law.

Art. 43. Legal persons of internal public law are civilly responsible for acts of their agents that in that capacity cause damage to third parties, ressalvaged right regressive against the causators of the damage, if any, on the part of these, guilt or dolo.

Art. 44. They are legal persons of private law:

I-the associations;

II-the societies;

III-the foundations.

Single paragraph. The provisions concerned with the associations apply, in a subsidiary way, to the societies that are the subject of Book II of the Special Part of this Code.

Art. 45. The legal existence of legal persons of private law shall begin with the inscription of the constitutive act in the respective register, preceded, where necessary, of authorization or approval of the Executive Power, averting itself in the record all changes why pass the constitutive act.

Single paragraph. It decays in three years the right to annul the constitution of the legal persons of private law, by defect of the respective act, counted the deadline of the publication of its inscription on the registry.

Art. 46. The registration will declare:

I-the denomination, the purposes, the seat, the time of duration and the social fund, when there are;

II-the name and individualization of the founders or institutors, and of the directors;

III-the manner in which it manages and represents, actively and passively, judicial and extrajudicially;

IV-whether the constitutive act is reformable in the regard to the administration, and in what way;

V-whether the members respond, or not, secondarily, by the social obligations;

VI-the conditions of extinction of the legal person and the fate of his or her estate, in that case.

Art. 47. They obligate the legal person the acts of the administrators, exercised in the limits of their powers defined in the constitutive act.

Art. 48. If the legal person has collective administration, the decisions will take place by the majority of votes of those present, unless the constitutive act disposes of a diverse mode.

Single paragraph. Decay in three years the right to annul the decisions referred to in this article, when they violate the law or statute, or are eived of error, dolo, simulation or fraud.

Art. 49. If the administration of the legal person comes to be missing, the judge, the application of any person concerned, shall appoint him provisional administrator.

Art. 50. In the event of an abuse of the legal personality, characterized by the deviation of purpose, or the confusion of the patrimonial, may the judge decide, the application of the party, or of the Public Prosecutor's Office when it has been able to intervene in the proceedings, that the effects of certain and certain bond relations are extended to the private goods of the trustees or associates of the legal person.

Art. 51. In cases of dissolution of the legal person or cassada the authorization for its functioning, it will subsist for the purposes of settlement, until this is completed.

§ 1º Far-shall, on the record where the legal person is inscribed, the averbation of its dissolution.

§ 2º The provisions for the liquidation of the societies apply, in what couber, to the remaining legal persons of private law.

§ 3º Ended the liquidation, will promote the cancellation of the enrolment of the legal person.

Art. 52. It applies to legal persons, in what couber, the protection of the rights of the personality.

CHAPTER II

DAS ASSOCIATIONS

Art. 53. They constitute the associations by the union of persons who organize for non-economic purposes.

Single paragraph. There are no, among the associates, rights and obligations reciprocated.

Art. 54. Under penalty of nullity, the status of the associations will contain:

I-the appellation, the purposes and the registered office of the association;

II-the requirements for the admission, resignation and exclusion of the associates;

III-the rights and duties of the associates;

IV-the sources of resources for their maintenance;

V-the manner of constitution and functioning of the deliberative and administrative bodies;

VI-the conditions for the amendment of the statutory provisions and for the dissolution.

Art. 55. Associates must have equal rights, but the statute will be able to institute categories with special advantages.

Art. 56. The quality of associate is incommunicable, if the statute does not dispose otherwise.

Single paragraph. If the associate is holder of the optimal quota or fraction of the association's patrimony, the transfer of that will not matter, *of per se*, in the assignment of the quality of associate to the acquirer or the heir, unless the status of the statute divers.

Art. 57. The exclusion of the associate is admissible only if there is just cause, obeyed the provisions of the statute; being this missing, it may also occur if it is recognized the existence of serious grounds, in reasoned deliberation, by the absolute majority of those present to the general assembly specially convened for this purpose.

Single paragraph. From the decision of the body that, of conformity with the statute, to enact exclusion, it will always be appealed to the general assembly.

Art. 58. No associate may be prevented from exercising right or function that has been legitimately conferred upon him, other than in the cases and by the form provided for in law or in the statute.

Art. 59. It competes privately to the general assembly:

I-elect the administrators;

II-impeach the administrators;

III-approve the accounts;

IV-change the statute.

Single paragraph. For the deliberations referred to in the incisies II and IV is required the vote shall agree for two thirds of those present to the assembly specially convened for that purpose, and may not deliberate, at first convocation, without the absolute majority of the associates, or with less than a third in the following convocations.

Art. 60. The convening of the general assembly will be in the form of the statute, guaranteed to a fifth of the associates the right to promote it.

Art. 61. Dissolve the association, the remnant of its net worth, after deducting, if it is the case, the optimal quotas or fractions referred to in the single paragraph of the art. 56, it shall be intended for the non-economic purpose entity designated in the statute, or, this shall be missing from this, by deliberation of the associates, to the municipal, state or federal institution, of identical or similar purposes.

§ 1º By clause of the statute or, in its silence, by deliberation of the associates, may these, prior to the addressee of the remnant referred to in this article, receive in restitution, updated the respective value, the contributions they have provided to the patrimony of the association.

§ 2º Not existing in the Municipality, in the State, in the Federal District or in the Territory, where the association has registered, institution under the conditions stated in this article, what remanescer of your estate will return to Farm of the State, the Federal District or the Union.

CHAPTER III

DAS FOUNDATIONS

Art. 62. To create a foundation, your institutor will, by public deed or testament, special endowment of free goods, specifying the end to which it is intended, and stating, if you want, the way to administer it.

Para. single. The foundation will only be able to constitute itself for religious, moral, cultural, or assistance purposes.

Art. 63. Where insufficient to constitute the foundation, the goods to it intended shall be, if otherwise not dispended by the institutor, incorporated into another foundation that proposes to end the same or similar purpose.

Art. 64. Constituted the foundation by legal business among living, the institutor is obliged to transfer him the property, or other real right, on the gifted goods, and, if it does not, will be registered, on behalf of it, by judicial warrant.

Art. 65. Those to whom the institutor commits the application of the estate, in having science of the charge, will formulate it soon, according to its bases (art. 62), the status of the designed foundation, submitting it, then, to the approval of the competent authority, with recourse to the judge.

Single paragraph. If the statute is not drawn up within the time limit signed by the institutor, or, by no time, in one hundred and eighty days, the incumbency will fit with the Public Prosecutor's Office.

Art. 66. It will ensure by the foundations the State Public Prosecutor's Office where situated.

§ 1º If they work in the Federal District, or in Territory, it will fit the charge to the Federal Public Prosecutor's Office.

§ 2º If they extend the activity by more than one state, it will fit the charge, in each of them, to the respective Public Prosecutor's Office.

Art. 67. In order to be able to change the status of the foundation is to be a mister that the reform:

I-be deliberated by two-thirds of the competent to manage and represent the foundation;

II-do not contravene or disown the end of this;

III-be approved by the organ of the prosecutor's office, and, should this dense it, may the judge supply it, the application of the person concerned.

Art. 68. When the amendment has not been passed by unanimous vote, the trustees of the foundation, by submitting the status to the public prosecutor's body, will require that they give science to the unbeaten minority to challenge it, if they wish, in ten days.

Art. 69. Becoming illicit, impossible or worthless the purpose to which it is aimed at the foundation, or won the period of its existence, the organ of the Public Prosecutor's Office, or any interested, will promote it to extinction by incorporating its patrimony, unless it is disposed of in otherwise in the constitutive act, or in the statute, on another foundation, designated by the judge, which proposes to end equal or similar.

Title III

From the Household

Art. 70. The domicile of the natural person is the place where she establishes her residency with definite antics.

Art. 71. If, however, the natural person has diverse residences, where he alternately lives, he shall consider himself to be domiciled his or her any.

Art. 72. It is also domicile of the natural person, as to the relations concernable to the profession, the place where this is exercised.

Single paragraph. If the person exercises profession in diverse places, each of them will constitute a domicile for the relationships that correspond to him.

Art. 73. It will have been for the domicile of the natural person, who has no habitual residence, the place where it is found.

Art. 74. It changes the domicile, transferring the residence, with the manifest intention to change it.

Single paragraph. Proof of intent will result from the one declaring the person to the municipalities of the places, which leaves, and where it goes, or, if such statements do not, of the change itself, with the circumstances that accompany it.

Art. 75. As for legal persons, the domicile is:

I-of the Union, the Federal District;

II-of the States and Territories, the respective capitals;

III-of the Municipality, the place where work the municipal administration;

IV-of the remaining legal persons, the place where they operate the respective boards and administrations, or where they elect special domicile in their status or constitutive acts.

§ 1º Having the legal person diverse establishments in different places, each of them will be considered domicile for the acts in it practiced.

§ 2º If the administration, or board, has the registered office in the foreigner, there will be a domicile of the legal person, in regard to the obligations incurred by each of its agencies, the place of the establishment, sito in Brazil, to which it corresponds.

Art. 76. They have necessary domicile the incapable, the public servant, the military, the seafarer and the inmate.

Single paragraph. The domicile of the incapable is that of his representative or assistant; that of the public servant, the place in which he permanently exercises his duties; that of the military, where to serve, and, being of the Navy or the Aeronautics, the seat of the command to which he / she is to be immediately subordinate; that of the seafarer, where the ship is enrolled; and that of the inmate, the place in which to comply with the sentence.

Art. 77. The diplomatic agent of Brazil, who, as quoted abroad, alleges extraterritoriality without designating where he has, in the country, his domicile, could be demanded in the Federal District or at the last point of the Brazilian territory where he had it.

Art. 78. In written contracts, they will be able to specify domiciles where they exercise and comply with their resulting rights and obligations.

BOOK II

OF GOODS

TITLE SINGLE

Of The Different Classes of Goods

CHAPTER I

Of The Goods Considered in Themselves

Section I

Of The Real Estate

Art. 79. They are immovable property the soil and all how much to incorporate it natural or artificially.

Art. 80. They consider themselves real estate for the legal effects:

I-the real rights on real estate and the actions that assure them;

II-the right to open succession.

Art. 81. Do not lose the character of real estate:

I-the buildings that, separate from the ground, but by conserving their unit, are removed to another location;

II-the materials provisionally separated from a building, to in it reemploy itself.

Section II

Of The Mobile Goings

Art. 82. They are movable the susceptible goods of own motion, or of removal by force alheia, without alteration of the substance or economeo-social targeting.

Art. 83. They consider themselves mobile for the legal effects:

I-the energies that have economic value;

II-the real rights on mobile objects and the corresponding actions;

III-os personal rights of patrimonial character and respective actions.

Art. 84. The materials intended for some construction, while they are not employed, retain their quality of furniture; readquide that quality those from the demolition of some building.

Section III

Dos Fungible and Consumable goods

Art. 85. They are fungible the furniture that can replace themselves with others of the same species, quality and quantity.

Art. 86. They are consumable the movable property whose use imports immediate destruction of the substance itself, and is also considered such those intended for disposal.

Section IV

Of The Divisible Bens

Art. 87. Divisible goods are those that can fracture without alteration in their substance, considerable decrease in value, or injury to the use they are intended for.

Art. 88. Naturally divisible goods can become indivisible by determination of the law or by the will of the parties.

Section V

of the Singular Goods and Collectives

Art. 89. They are singular the goods that, although gathered, consider themselves *of per se*, regardless of the rest.

Art. 90. It constitutes universality of fact the plurality of singular goods that, pertinent to the same person, have unitary addressation.

Single paragraph. The goods that form this universality can be the object of legal relationships of their own.

Art. 91. Constitutes universality of law the complex of legal relationships, of a person, endowed with economic value.

CHAPTER II

Of The Reciprocated Goods Considered

Art. 92. Main is the good that exists about itself, abstract or concretely; accessory, the one whose existence assumes that of the main one.

Art. 93. They are belonging to the goods which, not constituting integral parts, are intended, in a lasting way, to the use, service or the aformosting of another.

Art. 94. The legal business that concerns the main good does not cover belonging, unless otherwise the result of the law, the manifestation of will, or the circumstances of the case.

Art. 95. Although not yet separated from the main good, the fruits and products can be the subject of legal business.

Art. 96. Benfeons may be voluptuary, useful or necessary.

§ 1º Are voluptuary those of mere delight or recreation, which do not increase the usual use of the good, yet they make it more enjoyable or are of high value.

§ 2º Are useful as those who increase or facilitate the use of good.

§ 3º Are necessary those that have at an end to conserve the good or prevent it from deteriorating.

Art. 97. No enhancements or accruals are considered to be over the good without the intervention of the owner, possessor or holder.

CHAPTER III

Of The Public Goals

Art. 98. They are public the goods of the national domain belonging to the legal persons of internal public law; all others are private individuals, whatever the person to which they belong.

Art. 99. They are public goods:

I-those of common use of the people, such as rivers, seas, roads, streets and squares;

II-those of special use, such as buildings or land intended for the service or establishment of the federal, state, territorial or municipal administration, including those of their authorities;

III-the Dominicals, who constitute the patrimony of legal persons of public law, as the object of personal, or actual, of each of these entities.

Single paragraph. By not availing the law to the contrary, the property belonging to the legal persons of public law is considered to be Dominican to which has been given a private law structure.

Art. 100. The public goods of common use of the people and those of special use are inalienable, while conserving their qualification, in the form that the law determines.

Art. 101. The Dominican public goods can be alienated, observed the requirements of the law.

Art. 102. Public goods are not subject to usucapion.

Art. 103. The common use of public goods may be free of charge or reciprocated, as it is established legally by the entity to whose administration they belong.

BOOK III

Of The Legal Facts

TITLE I

From the Legal Business

CHAPTER I

General Provisions

Art. 104. The validity of the legal business requires:

I-capable agent;

II-lawful object, possible, determined or determinable;

III-prescribed form or non-defense in law.

Art. 105. The relative inability of one party may not be relied upon by the other for the benefit of its own, nor does it take advantage of the capable co-stakeholders unless, in this case, it is indivisible the object of the right or common obligation.

Art. 106. The initial impossibility of the object does not invalidate the legal business if it is relative, or to cease before it accomplished the condition to which it is subordinate.

Art. 107. The validity of the declaration of will will not depend in particular on it, otherwise when the law expressly requires it.

Art. 108. By not availing the law to the contrary, the public deed is essential to the validity of legal business that target the constitution, transfer, modification or waiver of real rights on real estate of higher than thirty times the highest minimum wage behold in the Country.

Art. 109. In the legal business celebrated with the not-worth clause without public instrument, this is of the substance of the act.

Art. 110. The manifestation of will subsists even if its author has made the mental reservation of not wanting what he manifested, save if it the recipient had knowledge.

Art. 111. The silence matters annuence, when the circumstances or the uses authorize it, and no declaration of express will be required.

Art. 112. In the declarations of will if it will be more to the intention in them substantiated than to the literal sense of the language.

Art. 113. Legal business should be interpreted as per the good faith and uses of the place of your celebration.

Art. 114. Beneficial legal business and renunciation strictly interprets.

CHAPTER II

From Representation

Art. 115. The powers of representation confer themselves by law or by the person concerned.

Art. 116. The manifestation of will by the representative, at the limits of his powers, produces effects in relation to the represented.

Art. 117. Unless you allow the law or the represented, it is nullified the legal business that the representative, in his or her interest or on account of others, shall celebrate with himself.

Single paragraph. For that purpose, it has been as celebrated by the representative the business carried out by the one in whom the housees powers have been underestablished.

Art. 118. The representative is obliged to prove to the people, with whom to address in the name of the represented, their quality and the extent of their powers, under penalty of, failing to do so, to answer for the acts that they may exceed.

Art. 119. It is nullified the business completed by the representative in conflict of interest with the represented, if such a fact was or ought to be of the knowledge of who with that one treated.

Single paragraph. It is one hundred and eighty days, from the conclusion of the business or the cessation of disability, the period of decay to plead for the cancellation provided for in this article.

Art. 120. The requirements and the effects of legal representation are those set out in the respective standards; those of the voluntary representation are those of the Special Part of this Code.

CHAPTER III

Of The Condition, of the Term and the Charge

Art. 121. The clause is considered to be a condition that, deriving exclusively from the will of the parties, subordinates the effect of the legal business to the future and uncertain event.

Art. 122. They are lawful, in general, all conditions not contrary to law, public order or good customs; between the defenceless conditions if they include those who deprive themselves of the whole legal business, or subject it to the pure arbitrium of one of the parties.

Art. 123. Invalidates the legal business that is subordinated to them:

I-the physical or legally impossible conditions, when suspending;

II-the unlawful conditions, or of doing illicit thing;

III-the incomprehensible or contradictory conditions.

Art. 124. They are by non-existent the impossible conditions, when resolute, and those of not doing impossible.

Art. 125. Subordinating the effectiveness of the legal business to the suspensive condition, while this one if it does not occur, will not have acquired the right, to which it aims.

Art. 126. If someone disposes of one thing under suspensive condition, and, pending this, does as much as that new provisions, these will have no value, carried out the condition, if with it they are incompatible.

Art. 127. If it is resolute the condition, while this one fails to perform, it will vigorously pursue the legal business, and may exercise since the conclusion of this right by it established.

Art. 128. Overcoming the resolute condition, extinguishes, for all purposes, the right to which it is opposed; but, if it bets to a continuing or periodic execution business, its realization, unless otherwise stipulated, is not effective as to the acts already practiced, provided that it is compatible with the nature of the pending condition and as per the dictates in good faith.

Art. 129. Repute to be verified, as to the legal effects, the condition whose implements is maliciously impeding the party to whom it disfaves, considering, on the contrary, unchecked the condition maliciously carried out by the one to whom take advantage of your implement.

Art. 130. To the holder of the eventual right, in the cases of suspensive or resolute condition, it is permissible to practice the acts intended to retain it.

Art. 131. The initial term suspending the exercise, but not the acquisition of the right.

Art. 132. Unless lawful or conventional provision otherwise, they compute the deadlines, excluded the day of commencement, and included that of the maturity.

§ 1º If the day of due fall falls on a holiday, the deadline will be considered extended until the following business day.

§ 2º Meado considers itself, in any given month, its fifteenth day.

§ 3º The deadlines of months and years expire on the day of equal number of the start, or in the immediate, if accurate missing correspondence.

§ 4º The deadlines set per hour will count from minute to minute.

Art. 133. In the wills, the term is presumed in favour of the heir, and, in the contracts, to the advantage of the debtor, save, as to those, whether the content of the instrument, or the circumstances, result that it has established the benefit of the creditor, or of both the contractors.

Art. 134. The legal business between living, without a deadline, is exetricable since soon, unless the execution has to be done in a diverse place or depend on time.

Art. 135. The initial and final term apply, in what couber, the provisions relating to the suspensive and resolute condition.

Art. 136. The charge does not suspend the acquisition nor the exercise of the right, unless expressly imposed in the legal business, by the available, as a suspensive condition.

Art. 137. The unlawful or impossible charge shall be deemed not to be written, unless it constitutes the determining motive of the liberality, in which case the legal business is invalidated.

CHAPTER IV

Of The Demade of the Legal Business

Section I

Of The Error or Ignorance

Art. 138. They are nullified the legal business, when statements of will emanate from substantial error that could be perceived by normal due diligence person in the face of the circumstances of the business.

Art. 139. The error is substantial when:

I-interests the nature of the business, the main object of the statement, or some of the qualities to it essential;

II-concerne to the identity or the essential quality of the person to whom the declaration of will refers, provided that it has been influential in this in relevant way;

III-being of law and not implying refusal to law enforcement, is the sole or principal reason of the legal business.

Art. 140. The false motive only vics the declaration of will when expressed as a determinant reason.

Art. 141. The erroneous transmission of the will by interposed means is nullified in the same cases in which the is the direct statement.

Art. 142. The error of indication of the person or of the thing, to refer to the declaration of will, will not get hooked on the business when, by its context and by the circumstances, if it can identify the cogitated thing or person.

Art. 143. The calculation error only authorizes the rectification of the declaration of will.

Art. 144. The error is without prejudice to the validity of the legal business when the person, whom the manifestation of will addresses, offers to perform it in the conformity of the actual will of the protester.

Section II

Do Dolo

Art. 145. It is the legal business cancellable by dolo, when this is your cause.

Art. 146. The accidental dolo only obliges to the satisfaction of the losses and damage, and is accidental when, at its spite, the business would be carried out, although in another way.

Art. 147. In bilateral legal business, the intentional silence of one of the parties regarding the fact or quality that the other party is ignored, constitutes doleful omission, proving that without it the business would not have been celebrated.

Art. 148. It may also be annulled the legal business by third party dolo, if the party to whom he took advantage of it had or should have knowledge; in otherwise, even if it subsists the legal business, the third party will respond by all the losses and damages of the party whom he lured with.

Art. 149. The dolo of the legal representative of one of the parties only obliges the represented to respond civilly to the importance of the advantage it has had; if, however, the dolo is of the conventional representative, the represented shall respond in solidarity with him for losses and damage.

Art. 150. If both parties proceed with dolo, neither can claim it to nullify the business, or claim damages.

Section III

From the Coating

Art. 151. The coation, to get addicted to the declaration of the will, there is to be such that it incues to the patient founded fear of impending and considerable damage to his or her person, to his or her family, or to his assets.

Single paragraph. If it concerns the person not belonging to the family of the patient, the judge, based on the circumstances, will decide whether there was coating.

Art. 152. In appreciating the coating, one will take into account the sex, age, condition, health, temperament of the patient and all the other circumstances that may influence in the severity of it.

Art. 153. It does not consider coating the threat of the normal exercise of a right, nor the simple reverential dread.

Art. 154. It vics the legal business the coating exercised by third party, if it had or should have knowledge of the part to which it takes advantage, and this one will respond in solidarity with the one for loss and damage.

Art. 155. It will subsist the legal business, if the coation takes place from third party, without the party to which it availed of it had or should have knowledge; but the author of the coating will respond for all the losses and damages that there is caused to the coact.

Section IV

From the State of Danger

Art. 156. It sets up the state of danger when someone, premise the need to save, or the person of his family, of serious harm known to the other party, assumes overly onerous obligation.

Single paragraph. By treating himself not belonging to the family of the declarant, the judge will decide under the circumstances.

Section V

Da Laughtsman

Art. 157. Injury occurs when a person, under a pressing need, or by inexperience, enforces the provision manifestly disproportionate to the value of the opposite benefit.

§ 1º Aprecia-if the disproportion of the benefits under the values behold-up to the time when the legal business was entered into.

§ 2º It will not enact the cancellation of the business, if sufficient supplement is offered, or if the favoured party agrees to the reduction of the benefit.

Section VI

From fraud against creditors

Art. 158. The business of free transmission of goods or debt remission, if the practicing the debtor already insolvent, or by them reduced to insolvency, still when they ignore it, may be overturned by the chirograft creditors, as the lessees of their rights.

§ 1º Equal right assists creditors whose guarantee becomes insufficient.

§ 2º Only creditors who already were to the time of those acts may plete for cancellation of them.

Art. 159. The onerous contracts of the insolvent debtor will also be annulled, when the insolvency is notorious, or there is reason to be known to the other contractor.

Art. 160. If the purchaser of the insolvent debtor's assets has not yet paid the price and this is, approximately, the current, it shall be disobligated by depositing it in judgment, with the quotation of all those interested.

Single paragraph. If lower, the purchaser, to conserve the goods, will be able to deposit the price that corresponds to them to the real value.

Art. 161. The action, in the cases of the arts. 158 and 159, may be brought against the insolvent debtor, the person who with him has entered into the stipulation deemed fraudulent, or third party procurers who hajam proceeded in a bad faith.

Art. 162. The quirographic creditor, who receives from the insolvent debtor the payment of the outstanding debt not yet won, will be obliged to repose, to the advantage of the acquis on which to have the creditors contest, what he has received.

Art. 163. They are presumed to be rigged by the rights of the other creditors the guarantees of debts that the insolvent debtor has given to some creditor.

Art. 164. They are presumed, however, in good faith and worth the ordinary business indispensable to the maintenance of mercantile, rural, or industrial establishment, or to the subsistence of the debtor and his family.

Art. 165. Annulled the fraudulent business, the resulting advantage will revert to the advantage of the acquis on whether to have the contest of creditors.

Single paragraph. If these businesses had by sole object assign preferred rights, upon mortgage, pawn or anticancer, their invalidity will matter only in the cancellation of the adjusted preference.

CHAPTER V

From the Invalidity of the Legal Business

Art. 166. Is void the legal business when:

I-celebrated by person absolutely incapable;

II-for illicit, impossible or indeterminable object to its object;

III-the determining reason, common to both parties, is illicit;

IV-not redressing the prescribed form in law;

V-be preterited some solemnity that the law considers essential for its validity;

VI -aim to defraud imperative law;

VII-the law taxactively declaring it null, or forbidding it from practice, without cominar sanction.

Art. 167. It is void the simulated legal business, but it will subsist what has been concealed, if valid is in the substance and in the form.

§ 1º There will be simulation in the legal business when:

I-appear to confer or convey rights to diverse persons from those to which they actually confer, or transmit;

II-contain statement, confession, condition, or non-true clause;

III-the instruments particular individuals are fordated, or post-dated.

§ 2º Ressalwere the rights of third parties in good faith in the face of the counterents of the simulated legal business.

Art. 168. The nullities of the background articles may be alleged by any interested person, or by the Public Prosecutor's Office, when it is couched to intervene.

Single paragraph. The nullities must be pronounced by the judge, when he or she knows of the legal business or its effects and finds them proved, not being allowed to supply them, even if the application by the parties.

Art. 169. The void legal business is not susceptible to confirmation, nor is it convalesced by the course of time.

Art. 170. If, however, the void legal business contains the requirements of another, it would subsist this when the end to which they were aimed at the parties would allow to assume that they would have wanted it, if houvessem foreseen the nullity.

Art. 171. In addition to the cases expressly stated in the law, the legal business is nullified:

I-for relative failure of the agent;

II-for addiction resulting from error, dolo, coating, state of danger, injury, or fraud against creditors.

Art. 172. The cancellable business can be confirmed by the parties, save right from third party.

Art. 173. The act of confirmation shall contain the substance of the concluded business and the express will to maintain it.

Art. 174. It is escused the express confirmation, when the business has already been fulfilled in part by the debtor, aware of the vice that inked it.

Art. 175. Express confirmation, or the voluntary execution of cancellable business, in the terms of the arts. 172 a 174, matters the extinction of all actions, or exceptions, of which against it dispose the debtor.

Art. 176. When the nullability of the act results from the lack of third-party authorization, it will be validated if this one gives it afterwards.

Art. 177. Cancellability has no effect before judging by sentence, nor does it pronounce from office; only those interested can claim, and availed themselves exclusively to those who claim it, save the case of solidarity or indivisibility.

Art. 178. It is four years the period of decay to plead for the annulment of the legal business, counted:

I-in the case of duress, of the day on which it ceases;

II-in-error, dolo, fraud against creditors, state of danger or injury, of the day on which the legal business was carried out;

III-in the of acts of incapable, of the day on which ceased to be incapacity.

Art. 179. When the law dispens that determined act is void, without setting a deadline for pleating for cancellation, it will be this two years, from the date of the conclusion of the act.

Art. 180. The minor, between sixteen and eighteen years, cannot, to evade an obligation, to invoke his age if he doled it out when he / she has hidden it when surveyed by the other party, or if, in the act of obliging itself, he has declared himself greater.

Art. 181. No one can claim what, by a nullified obligation, has paid an incapable, if not prove that it has reverted to the advantage of it the paid importance.

Art. 182. Annulled the legal business, restitution will be made to the parties to the state in which before it accompanies, and, it is not possible to restitute them, will be indemnified with the equivalent.

Art. 183. The invalidity of the instrument does not induce that of the legal business whenever the latter can prove itself by another means.

Art. 184. Respected the intent of the parties, the partial invalidity of a legal business will not harm you in the valid part, if this is separable; the invalidity of the principal obligation implies that of the ancillary obligations, but that of these does not induce that of the obligation main.

TITLE II

OF THE LEGAL LEGAL ACT

Art. 185. To lawful legal acts, other than legal business, apply, in what couber, the provisions of the previous Title.

Title III

Of The Unlawful Acts

Art. 186. The one who, by voluntary action or omission, negligence or recklessness, violates right and causes harm to be heard, albeit uniquely moral, commits illicit act.

Art. 187. It also commits unlawful act the holder of a right who, by exercising it, manifestly exceeds the limits imposed by his or her economic or social end, by good faith or by good customs.

Art. 188. They do not constitute unlawful acts:

I-those practiced in self-defence or in the regular exercise of a recognized right;

II-the deterioration or destruction of the thing alheia, or the injury to person, in order to remove imminent danger.

Single paragraph. In the case of inciso II, the act will be legitimate only when the circumstances make it absolutely necessary, not exceeding the limits of the indispensable for the removal of danger.

TITLE IV

Da Prescription and Decadence

CHAPTER I

From Prescription

Section I

General Provisions

Art. 189. In violation of the right, it is born to the holder the claim, to which it is extinguished, by the prescription, in the time limits to which it aludes the arts. 205 and 206.

Art. 190. The exception prescribes in the same time frame as the pretense.

Art. 191. The waiver of the prescription may be expressed or tacit, and will only be worth, being done, without prejudice to third party, after the prescription is consumed; tacit is the waiver when presumed from the facts of the person concerned, incompatible with the prescription.

Art. 192. The limitation periods may not be changed by agreement of the parties.

Art. 193. The prescription may be alleged in any degree of jurisdiction, by the party to whom it availed.

Art. 194. The judge can't suppress, from craft, the prescription claim, save if it favs himself to absolutely incapable.

Art. 195. The relatively unable and legal persons have action against their assistants or legal representatives, who give cause to the prescription, or not to claim it opportunistically.

Art. 196. The prescription initiated against a person continues to run against his or her successor.

Section II

Of The Causes that Imask or Hold the Prescription

Art. 197. It does not run the prescription:

I-among the spouses, in the constancy of marital society;

II-between ascendants and descendants, during family power;

III-between tutelados or curatelates and their tutors or curators, during the tutelage or curatella.

Art. 198. It also does not run the prescription:

I-against the unable to treat the art. 3º;

II-against the absent of the Country in public service of the Union, of the States or of the Municipalities;

III-against those who find themselves serving in the Armed Forces, in wartime.

Art. 199. It does not also run the prescription:

I-penning suspensive condition;

II-not being due the deadline;

III-penning eviction action.

Art. 200. When the action originates in fact that should be ascertained in the criminal judgment, it will not run the prescription before the respective definitive sentence.

Art. 201. Suspended the prescription in favor of one of the solidary creditors, only take advantage of others if the obligation is indivisible.

Section III

Of The Causes that Interrupt at Prescription

Art. 202. The interruption of the prescription, which may only occur once, will be given:

I-by order of the judge, even incompetent, to order the citation, if the person concerned to promote it within the time frame and in the form of the procedural law;

II-per protest, in the conditions of the inciso antecedent;

III-per exchange rate protest;

IV-by the presentation of the credit title in inventory judgment or in tender of creditors;

V-by any court act that constitutes in mora the debtor;

VI-for any unambiguous, yet extrajudicial act, which imports recognition of the right by the debtor.

Paragraph single. The interrupted prescription resumes running from the date of the act that interrupted it, or from the last act of the process to interrupt it.

Art. 203. The prescription can be interrupted by any one interested.

Art. 204. The interruption of the prescription by a creditor does not take advantage of others; similarly, the interruption operated against the co-debtor, or its heir, does not harm to the remaining co-obligates.

§ 1º The interruption by one of the creditors sympathetic to the others; as well as the interruption effected against the sympathetic debtor involves the rest and their heirs.

§ 2º The interruption operated against one of the heirs of the sympathetic debtor is without prejudice to the others inheritors or debtors, else when dealing with indivisible obligations and rights.

§ 3º The interruption produced against the principal debtor damages the guarantor.

Section IV

Dos Deadlines of Prescription

Art. 205. The prescription occurs in ten years, when the law is not fixed to you a minor deadline.

Art. 206. Prescribe:

§ 1º In one year:

I-the pretension of the hosts or suppliers of vivid intended for consumption in the establishment itself, for the payment of lodging or food;

II-the claim of the insured person against the insurer, or that of this against the one, counted the time limit:

a) for the insured, in the case of liability insurance, of the date on which it is quoted to respond to the action of compensation proposed by the third impaired, or of the date that the latter indemnifies, with the annuence of the insurer;

b) as to the remaining insurances, from the science of the intended generator of the pretense;

III-the pretension of the tabells, auxiliaries of justice, judicial serventuates, arbitrators and experts, for the perception of emoluments, costs and fees;

IV-the pretension against the experts, for the evaluation of the goods that entered into the formation of the capital of anonymous society, counted from the publication of the assembly minutes approving the laude;

V-the claim of the unpaid creditors against the partners or shareholders and the liquidators, counted the term of the publication of the minutes of closure of the settlement of the society.

§ 2º In two years, the pretension for there to be food benefits, from the date on which they win.

§ 3º In three years:

I-a intended for rentals of urban or rustic buildings;

II-the pretension to receive overdue benefits from temporary or lifetime rentals;

III-the pretension to be interest, dividends or any ancillary benefits, payable, in non-larger periods of one year, with capitalization or without it;

IV-the pretension of uncause enrichment ressarcement;

V-the pretension of civil repair;

VI-the claim for restitution of the profits or dividends received from bad faith, running the deadline of the date on which the distribution was deliberated;

VII-the pretension against the persons in followed by violation of the law or the statute, counted the deadline:

a) for the founders, of the publication of the constitutive acts of the anonymous society;

b) for the administrators, or tax, of the presentation, to the partners, of the balance sheet regarding the exercise in which the violation has been practiced, or of the meeting or general assembly that of it should take notice;

c) for the liquidators, of the first semiannual assembly subsequent to the violation;

VIII-the pretension to be the payment of credit title, to be counted from the salary, resonated the special law provisions;

IX-the claim of the beneficiary against the insurer, and that of the third party impaired, in the case of compulsory civil liability insurance.

§ 4º In four years, the claim relating to guardians, as of the date of the approval of the accounts.

§ 5º In Five years:

I-the claim to collect net debt constant from public or private instrument;

II-the pretension of liberal professionals in general, judicial procuratorates, curators and teachers for their fees, counted the deadline of the completion of services, the cessation of their respective contracts or tenure;

III-the claim of the winner to be of the vanquished what has plummeted in judgment.

CHAPTER II

From Decadence

Art. 207. Unless otherwise lawful provision, they do not apply to decay the standards that prevent, suspend or otherwise interrupt the prescription.

Art. 208. It applies to decay the provisions of the arts. 195 and 198, inciso I.

Art. 209. It is void the renunciation of decay fixed in law.

Art. 210. It owes the judge, of craft, to know of the decay, when established by law.

Art. 211. If the decay is conventional, the party to whom it avails may claim it in any degree of jurisdiction, but the judge cannot suppress the claim.

TITLE V

DA PROVA

Art. 212. Save the business to which special form is imposed, the legal fact can be proved by:

I-confession;

II-document;

III-witness;

IV- presumption;

V-forensics.

Art. 213. It has no effectiveness the confession comes from who is not able to dispose of the right to which they refer to the confessed facts.

Single paragraph. If made to confession by a representative, it is only effective at the limits in which this one can link the represented.

Art. 214. The confession is irrevocable, but it can be nullified if it proceeded from factual error or coating.

Art. 215. The public scripture, washed in notes of notary, is document endowed with public faith, making full proof.

§ 1º Saved when required by law other requirements, the public deed shall contain:

I- date and place of its realization;

II-recognition of the identity and capacity of the parties and how many hajam attended to the act, by themselves, as representatives, actors or witnesses;

III- name, nationality, marital status, profession, domicile and residence of the parties and too many attending, with the indication, where necessary, of the marriage goods regime, name of the other spouse and affiliation;

IV-manifestation clear of the will of the parties and the actors;

V-reference to the fulfillment of the legal and fiscal requirements inherent in the legitimacy of the act;

VI-declaration of having been read in the presence of the parts and too many comalike, or that everyone read it;

VII-signing of the parties and the remaining ones as well as that of the notary or its legal substitute, ending the act.

§ 2º If any attending cannot or may not know how to write, another capable person will sign for it, to his rogo.

§ 3º The scripture will be written in the national language.

§ 4º If any of the attending do not know the national language and the notary does not understand the language in which it is expressed, it should appear public translator to serve as an interpreter, or, not the happening in the locality, another capable person who, the judgment of the notary, has idoneity and knowledge basting.

§ 5º If any of the commuters are not known to the notary, nor can they identify themselves by document, they should participate in the act at least two witnesses who meet it and attest to their identity.

Art. 216. They shall do the same proof as the originals the textual certificates of any judicial piece, the protocol of the audiences, or of other any book in charge of the Registrar, being extracted by him, or under his or her surveillance, and by him subscribed to, as well as the rear end of autos, when by another scribbable fixed.

Art. 217. They will have the same probative force as the trassides and the certificates, extracted by notary or registration officer, from instruments or documents released in their notes.

Art. 218. The trassides and the certificates will consider themselves public instruments, if the originals have been produced in judgement as proof of some act.

Art. 219. The statements contained in signed documents are assumed to be true in relation to the signatories.

Single paragraph. Having no direct relationship, however, with the main provisions or with the legitimacy of the parties, the enunciative statements do not exonerate those interested in their veracity of the burden of proving them.

Art. 220. The annuence or the permission of others, necessary for the validity of an act, will prove itself in the same way as this, and it shall, where it may be, be made of the instrument itself.

Art. 221. The particular instrument, made and signed, or only signed by whoever is in the free disposition and administration of its assets, proves the conventional obligations of any value; but its effects, as well as those of the assignment, do not operate, the respect of third parties, before registered in the public record.

Single paragraph. The proof of the particular instrument can suppress itself by the other of legal character.

Art. 222. The telegram, when it is challenged to authenticity, makes proof by conference with the original signed.

Art. 223. The photographic copy of document, conferred by the notary of notes, will be worth as proof of declaration of the will, but, impugned its authenticity, should be displayed the original.

Single paragraph. The evidence does not buy into the absence of the title of credit, or of the original, in cases where the law or circumstances condition the exercise of the right to its display.

Art. 224. Documents drawn up in foreign language will be translated into Portuguese to have legal effects in the Country.

Art. 225. Photographic, cinematographic reproductions, phonograph records and, in general, any other mechanical or electronic reproductions of facts or things make full proof of these, if the party, against whom they are exhibited, does not impugn them to correctness.

Art. 226. The books and tokens of the entrepreneurs and societies prove against the persons to which they belong, and in their favour when, clerks without extrinsic or intrinsic addiction, are confirmed by other grants.

Single paragraph. The evidence resulting from the books and tokens is not quite a lot in cases where the law requires public scripture, or particular written redress of special requirements, and can be delisted by the proving of the falsity or inaccuracy of the releases.

Art. 227. Unless the cases expressed, the uniquely witnessing evidence only admits in the legal business whose value does not exceed the décuple of the highest minimum wage prevailing in the Country at the time they were entered into.

Single paragraph. Whatever the value of the legal business, the testimonial evidence is admissible as a subsidiary or supplementary to the proof in writing.

Art. 228. They cannot be admitted as witnesses:

I-those under the age of sixteen;

II-those who, by infirmity or mental retardation, do not have discernment for the practice of the acts of life civil;

III-the blind and deaf, when the science of the fact that one wants to prove depends on the senses that are lacking;

IV-the interested in the litigation, the intimate friend or the enemy's capital enemy;

V-the spouses, the ascendants, the descendants and the collateral, up to the third degree of some of the parties, by consangüinity, or affinity.

Single paragraph. For the proof of facts that only they meet, it can the judge admit the testimony of the people referred to in this article.

Art. 229. No one can be obligated to testify about fact:

I-to whose respect, by state or profession, should keep secret;

II-the one who cannot answer without dishonor of his own, from his spouse, relative in degree inheritance, or close friend;

III-that exposes it, or to the people referred to in the incisive antecedent, the danger of life, demand, or immediate heritage damage.

Art. 230. The presumptions, other than legal ones, are not to be admitted in cases where the law excludes the evidence testifying.

Art. 231. The one who refuses to submit the necessary medical examination will not be able to take advantage of his refusal.

Art. 232. The refusal to medical expertise ordered by the judge will be able to supply the evidence that was intended to obtain with the examination.

SPECIAL PART

BOOK I

OF THE RIGHT OF OBLIGATIONS

TITLE I

OF THE MODALITIES OF THE OBLIGATIONS

CHAPTER I

OF THE OBLIGATIONS TO GIVE

SECTION I

OF THE OBLIGATIONS OF GIVING Right Thing

Art. 233. The obligation to give sure thing covers her accessories though not mentioned, unless otherwise the result of the title or the circumstances of the case.

Art. 234. If, in the case of the antecedent article, the thing is lost, without the fault of the debtor, before the tradition, or pending the suspensive condition, it is resolved the obligation for both parties; if the loss results from the debtor's guilt, it will respond to this by the equivalent and more loss and damage.

Art. 235. Deteriorated the thing, not being the culprit debtor, could the creditor resolve the obligation, or accept the thing, culled from its price the value it lost.

Art. 236. Being guilty the debtor, may the creditor require the equivalent, or accept the thing in the state in which it is found, entitled to claim, in one or another case, indemnification of the losses and damages.

Art. 237. Even the tradition belongs to the debtor the thing, with its improvements and increased, by which it may demand increase in price; if the creditor does not annuate, it may the debtor resolve the obligation.

Single paragraph. The perceived fruits are from the debtor, by the creditor of the creditor pending.

Art. 238. If the obligation is to restore certain things, and this, without fault of the debtor, becomes lost before tradition, it will suffer the creditor the loss, and the obligation will resolve itself, redeeming its rights until the day of the loss.

Art. 239. If the thing is lost on the fault of the debtor, it will respond to this by the equivalent, more loss and damage.

Art. 240. If the refundable thing deteriorates without fault of the debtor, it shall receive it the creditor, such as which he finds himself, without right to claim; if at fault of the debtor, the provisions of the art shall be observed. 239.

Art. 241. If, in the case of art. 238, survive betterment or addition to the thing, without expense or work of the debtor, will profit the creditor, disentanged from indemnification.

Art. 242. If for the betterment, or increase, employed the debtor work or expenditures, the case will regulate itself by the norms of this Code reaching the benfeits carried out by the possessor of good faith or in bad faith.

Single paragraph. As for the perceived fruits, it will be observed, in the same way, the provisions of this Code, about the possessor in good faith or in the bad faith.

Section II

Of The Obligations Of Giving Insider

Art. 243. The uncertain thing will be indicated, at least, by the genre and the quantity.

Art. 244. In the things determined by gender and quantity, the choice belongs to the debtor, if the contrary does not result from the title of the obligation; but it will not be able to give the worst thing, nor will it be obliged to provide the best.

Art. 245. Scientified of the choice the creditor, will invigorate the provisions in the antecedent Section.

Art. 246. Before the choice, it will not be possible for the debtor to claim loss or deterioration of the thing, albeit by force majeany or fortuitous case.

CHAPTER II

Of The Obligations To Do

Art. 247. It incurs the obligation to indemnify losses and damages the debtor who refuses the provision to him only imposed, or only by him exeilyly.

Art. 248. If the provision of the fact becomes impossible without the fault of the debtor, it will resolve the obligation; if by fault of it, it will respond by loss and damage.

Art. 249. If the fact can be executed by third party, it will be free to the creditor to send it at the expense of the debtor, with refusal or mora of this one, without prejudice to the fully liable indemnity.

Single paragraph. In the event of an urgency, it may the creditor, regardless of judicial authorization, perform or otherwise enforce the fact, then being ressarted.

CHAPTER III

Of The Obligations Not To Do

Art. 250. Extinguish the obligation not to do, provided that, without fault of the debtor, if it makes it impossible to abstain from the act, which has compelled itself not to practise.

Art. 251. Practiced by the debtor the act, the one whose abstention is compelled, the creditor may require him to dispose of him, under penalty of undoing at his expense, ressarcasing the guilty loss and damage.

Single paragraph. In the event of an urgency, it may be the creditor undoing or sending out, regardless of judicial authorization, without prejudice to the ressarcement due.

CHAPTER IV

Of The Alternative Obligations

Art. 252. In the alternative obligations, the choice is up to the debtor, if something else did not stipulate.

§ 1º It cannot the debtor obligate the creditor to receive part in one provision and part in another.

§ 2º When the obligation for periodic benefits, the option faculty may be exercised in each period.

§ 3º In the case of plurality of opters, there is no unanimous agreement between them, will decide the judge, fining the deadline by this signed for deliberation.

§ 4º If the title deinjates the option to the third party, and this one does not want, or cannot exercise it, it will be up to the judge to choose if there is no agreement between the parties.

Art. 253. If one of the two installments cannot be the subject of obligation or if it is rendered inenforceable, it subsists the debit as to the other.

Art. 254. If, by the fault of the debtor, you cannot fulfill any of the benefits, not competing for the creditor the choice, you will be the one obliged to pay the value of the one which last made impossible, plus the losses and damages that the case determines.

Art. 255. Where the choice couber to the creditor and one of the benefits becomes impossible by fault of the debtor, the creditor shall be entitled to demand the remaining benefit or the value of the other, with loss and damage; if, by the fault of the debtor, both benefits if become inenforceable, may the creditor claim the value of either of the two, in addition to the indemnity for loss and damage.

Art. 256. If all benefits become impossible without the fault of the debtor, the obligation shall be extinguished.

CHAPTER V

Of The Divisible and Invisible Obligations

Art. 257. If there is more than one debtor or more than one creditor in divisible obligation, this one is presumed to be divided into so many obligations, equal and distinct, how many creditors or debtors.

Art. 258. The obligation is indivisible when the provision has per object a thing or a non-susceptible fact of division, by its nature, by reason of economic order, or given the determinant reason of the legal business.

Art. 259. If, if there are two or more debtors, the installment is not divisible, each one will be obliged by the entire debt.

Single paragraph. The debtor, who pays the debt, underrots himself in the right of the creditor towards the other co-obligates.

Art. 260. If the plurality is of the creditors, it may each require the entire debt; but the debtor or debtors will disobligate themselves by paying:

I-to all jointly;

II-to one, giving this collateral of ratification of the other creditors.

Art. 261. If one of the creditors receives the benefit for the whole, each of the others shall assist the right to demand of it in cash the party that falls to it in total.

Art. 262. If one of the creditors remits the debt, the obligation will not go extinct towards the others; but these will only be able to demand it, discounted the quota of the remitant creditor.

Single paragraph. The same criterion will be observed in the case of transaction, novation, compensation, or confusion.

Art. 263. It loses the quality of indivisible the obligation to settle in loss and damage.

§ 1º If, for the purpose of the provisions of this article, there is the fault of all the debtors, they will respond all by equal parts.

§ 2º If it is of one fault, they will be exonerated the others, answering only that for the losses and damages.

CHAPTER VI

Of The Solidary obligations

Section I

General Provisions

Art. 264. There is solidarity, when in the same obligation it competes more than one creditor, or more than one debtor, each entitled, or thank you, to the whole debt.

Art. 265. Solidarity is not presumed; it results from the law or the will of the parties.

Art. 266. The sympathetic obligation may be pure and simple for one of the co-creditors or co-debtors, and conditional, or the term, or payable in different place, to the other.

Section II

Of Active Solidarity

Art. 267. Each of the sympathetic creditors is entitled to demand from the debtor the fulfillment of the benefit of the entire benefit.

Art. 268. While some of the sympathetic creditors do not demand the common debtor, any of those will be able to pay for it.

Art. 269. The payment made to one of the solidary creditors extinguishes the debt up to the amount of what has been paid.

Art. 270. If one of the solidary creditors fails to leave heirs, each of these will only be entitled to demand and receive the share of the credit that corresponds to their hereditary fortnight, unless the obligation is indivisible.

Art. 271. Converting the provision into loss and damage, subsists, for all intnmost effects, solidarity.

Art. 272. The creditor who has remitted the debt or received the payment will respond to the others by the party that kayaks them.

Art. 273. To one of the sympathetic creditors cannot the debtor object the personal exceptions objectionable to others.

Art. 274. The judgment contrary to one of the sympathetic creditors does not reach the rest; the favourable judgment takes advantage of them, unless it merges in personal exception to the creditor who obtained it.

Section III

From Solidarity Passive

Art. 275. The creditor is entitled to demand and receive from one or a few of the debtors, partially or fully, the common debt; if the payment has been partial, all the remaining debtors remain obligated in solidarity with the rest.

Paragraph single. It will not impose renunciation of solidarity from the purposeful of action by the creditor against one or some of the debtors.

Art. 276. If one of the caring debtors fails to leave heirs, none of these will be obliged to pay but the quota that corresponds to their hereditary quinlion, unless the obligation is indivisible; but all gathered will be considered as a debtor sympathetic towards the remaining debtors.

Art. 277. The partial payment made by one of the debtors and the remission by him obtained do not take advantage of the other debtors, else until the competition of the amount paid or reliefs.

Art. 278. Any clause, condition or additional obligation, stipulated between one of the supportive debtors and the creditor, will not be able to aggravate the position of the others without consent from these.

Art. 279. Making it impossible to provide for the guilt of one of the supportive debtors, subsists for all the burden of paying the equivalent; but for the losses and damage only responds to the culprit.

Art. 280. Every debtor responds by the interest of the mora, yet the action has been proposed only against one; but the culprit responds to others by the increased obligation.

Art. 281. The demanded debtor may object to the creditor the exceptions that are personal to him and the common ones to all; not by availing him of the personal exceptions to another co-debtor.

Art. 282. The creditor can renounce solidarity in favor of one, of some or of all debtors.

Single paragraph. If the creditor exonerates from solidarity one or more debtors, it will subsist out of the rest.

Art. 283. The debtor who satisfied the debt by whole is entitled to demand from each of the co-debtors their quota, dividing equally by all that of the insolvent, if any, assuming equal, on the debit, the parties of all the co-debtors.

Art. 284. In the case of prorogation among the co-debtors, they will also contribute the exonerates of solidarity by the creditor, for the part that in the obligation entrusted to the insolvent.

Art. 285. If the debt sympathetic interests exclusively to one of the debtors, it will respond this for all of it to the one who pays.

TITLE II

OF THE TRANSMISSION OF OBLIGATIONS

CHAPTER I

From the Credit Cession

Art. 286. The creditor may cede his credit, if this does not object to the nature of the obligation, the law, or the convention with the debtor; the prohibitive clause of the assignment may not be opposed to the transferee in good faith, if it does not appear in the instrument of the obligation.

Art. 287. Unless otherwise provided, in the assignment of a credit they cover all of their accessories.

Art. 288. It is ineffective, in relation to third parties, the transmission of a credit, if it does not celebrate itself by public instrument, or particular instrument coated from the solenities of § 1º of the art. 654.

Art. 289. The mortgage credit transferee has the right to make averaging the assignment in the real estate registry.

Art. 290. The assignment of the credit has no effectiveness with respect to the debtor, else when to this notified; but by notified whether it has the debtor who, in public or particular written form, has declared himself aware of the assignment made.

Art. 291. Occurring multiple disposals of the same credit, it prevails to be complete with the tradition of the title of the ceded credit.

Art. 292. It shall be disobliged the debtor who, before having knowledge of the assignment, pays the primitive creditor, or who, in the case of more than one notified assignment, pays the transferee who presents him, with the title of assignment, that of the ceded obligation; when the credit record of public scripture, the priority of the notification shall prevail.

Art. 293. Irrespective of the knowledge of the assignment by the debtor, it may the transferee exercise the conservatory acts of the ceded right.

Art. 294. The debtor may object to the transferee the exceptions that it will compete with, as well as those, at the time he came to have knowledge of the assignment, had against the transferor.

Art. 295. In the assignment by onerous title, the transferor, even if he does not take responsibility, shall be liable to the transferee for the existence of the credit to the time he gave to him; the same responsibility rests with him in the disposals for free of charge, if he has proceeded from man-faith.

Art. 296. Unless otherwise stipulated, the transferor does not respond by the solvency of the debtor.

Art. 297. The transferor, responsible to the transferee for the solvency of the debtor, does not answer for more than that he has received, with the respective interest; but it has to rescate the expenses of the assignment and those the transferee has done with the collection.

Art. 298. The credit, once pained, can no longer be transferred by the creditor who has knowledge of the attachment; but the debtor who pays it, by not having notification of it, becomes exonerated, remaining solely against the creditor the rights of third party.

CHAPTER II

From the Assumption of Debt

Art. 299. It is provided for the third party to assume the obligation of the debtor, with the express consent of the creditor, by getting exonerated the primitive debtor, save if the one, at the time of the assumption, was insolvent and the creditor ignored him.

Para. single. Either party may sign up to the creditor for constraining in the assumption of the debt, interpreting its silence as a refusal.

Art. 300. Unless express assentiment of the primitive debtor, they consider themselves to be extinct, from the assumption of the debt, the special guarantees by it originally given to the creditor.

Art. 301. If the replacement of the debtor comes to be annulled, it restores the debit, with all its guarantees, save the guarantees provided by third parties, except if the latter knew the vindication that inked the obligation.

Art. 302. The new debtor cannot object to the creditor the personal exceptions that have competed with the primitive debtor.

Art. 303. The purchaser of mortgaged real estate may take up his post the payment of the secured credit; if the creditor, notified, does not challenge in thirty days the transfer of the debit, he shall understand the assentiment.

TITLE III

From the Adimplement and Extinction of the Obligations

CHAPTER I

Of Payment

Section I

Of Who Should Pay

Art. 304. Any interested in the extinction of the debt can pay it, using, if the creditor opposes, the means leading to the exoneration of the debtor.

Single paragraph. Equal right rests with the third uninterested party, if it does so in the name and the account of the debtor, save opposition from this.

Art. 305. The third uninterested, who pays the debt on his own behalf, is entitled to reimburse himself than to pay; but does not underrobe in the rights of the creditor.

Single paragraph. If you pay before you have won the debt, you will only be entitled to the refund at maturity.

Art. 306. The payment made by third party, with unknowledge or opposition from the debtor, does not obligate to reimburse the one who paid, if the debtor had means to illide the action.

Art. 307. It will only have effectiveness the payment that import transmission of the property, when done by who can alienate the object in which it has consisted.

Single paragraph. If you give in a fungible thing, you can no longer complain about the creditor who, in good faith, received it and consumed it, even if the solvent did not have the right to alienate it.

Section II

Dthose to Who if Must Pay

Art. 308. The payment must be made to the creditor or to those entitled to the represent, under penalty of only being worth after for him ratified, or as much as reverting to his advantage.

Art. 309. The payment made in good faith to the putative creditor is valid, still proven after it was not creditor.

Art. 310. It is not worth the payment ciently made to the creditor unable to quitate, if the debtor does not prove that to the benefit of it effectively

reverted.

Art. 311. You are deemed to be entitled to receive the payment the holder of the discharge, unless the circumstances contravenes the presumption resulting therefrom.

Art. 312. If the debtor pays the creditor, despite subpoenaed from the penalty made on the credit, or from the impugment to him opposite by third parties, the payment will not be worth against these, which will be able to embarrass the debtor to pay again, by booking the return against the creditor.

Section III

From the Object of the Payment and Its Proof

Art. 313. The creditor is not obliged to receive amusing benefit from the one due to him, albeit more valuable.

Art. 314. Even if the obligation has per object divisible, it may not the creditor be obliged to receive, nor the debtor to pay, by parties, if so not adjusted.

Art. 315. Cash debts are to be paid at maturity, in current currency and by the nominal value, unless the provisions of the subsequent articles.

Art. 316. It is licit to convince the progressive increase in successive installments.

Art. 317. When, for unforeseeable reasons, surviving disproportion manifests between the value of the benefit due and that of the moment of its execution, it may the judge correct it, at the request of the party, so as to ensure, as far as possible, the actual value of the benefit.

Art. 318. They are void of payment conventions in gold or in foreign currency, as well as to compensate for the difference between the value of this and that of the national currency, excepted the cases provided for in the special legislation.

Art. 319. The debtor who pays is entitled to regular discharge, and may withhold the payment, while not being given.

Art. 320. The discharge, which can always be given by particular instrument, shall designate the value and the species of the debt settled, the name of the debtor, or who by the latter paid, the time and place of the payment, with the signing of the creditor, or his representative.

Single paragraph. Still without the requirements set forth in this article will be worth the discharge, if either your terms or the circumstances result there were to be paid the debt.

Art. 321. In the debits, whose discharge consisted in the return of the title, lost this one, may the debtor require, withholding the payment, declaration of the creditor who unutilized the missing title.

Art. 322. When the payment is in periodic quotas, the discharge of the latter establishes, until proven otherwise, the presumption of being soloed the previous ones.

Art. 323. Being the discharge of the capital without reservation of interest, these are presumed to be paid.

Art. 324. The delivery of the title to the debtor firm the presumption of the payment.

Single paragraph. It will be without effect the discharge thus operated if the creditor proves, in sixty days, the lack of the payment.

Art. 325. The office of the debtor is presumed to be in charge of the payment and the discharge; if there is an increase in fact from the creditor, it will bear this the increased expense.

Art. 326. If the payment if there is to be made by measure, or weight, it will understand, in the silence of the parties, that they have accepted those from the place of execution.

Section IV

From the Place of Payment

Art. 327. Payment shall be made at the domicile of the debtor, unless the parties convene amusingly, or if the contrary result from the law, the nature of the obligation or the circumstances.

Single paragraph. Assigned two or more places, it is up to the creditor to choose between them.

Art. 328. If the payment consists of the tradition of an immovable, or in installments relating to immovable, it will be far in the place where the good is situated.

Art. 329. Occurring serious reason so that if you do not make payment in the given place, you can the debtor do so in another, without prejudice to the creditor.

Art. 330. The payment repeatedly made at another location makes presuming waiver from the creditor relatively to the one provided for in the contract.

Section V

From the Time of the Payment

Art. 331. Unless otherwise lawful provision, having not been adjusted epoch for payment, may the creditor require it immediately.

Art. 332. Conditional obligations meet on the date of the implement of the condition, by the creditor's proof that of this has had science the debtor.

Art. 333. The creditor shall assist the right to collect the debt before the expiry of the period stipulated in the contract or marked in this Code:

I-in the case of debtor's bankruptcy, or of tender of creditors;

II-if the goods, mortgaged or committed, are penned in execution by another creditor;

III-if they cease, or if they become insufficient, the guarantees of the debit, fidejussory, or real, and the debtor, intimate, shall be denied to reinforce them.

Single paragraph. In the cases of this article, if there is, in the debit, passive solidarity, it will not be reputed to be won as to the other solvent debtors.

CHAPTER II

Of The Payment in Consignation

Art. 334. It considers payment, and extinguishes the obligation, the judicial deposit or banking establishment of the due thing, in the cases and legal form.

Art. 335. The consignment takes place:

I-if the creditor cannot, or, without just cause, refuse to receive the payment, or give discharge in due form;

II-if the creditor is not, nor does he send the thing in the place, time and condition due;

III-if the creditor is unable to receive, is unknown, declared absent, or resides in an uncertain place or of dangerous or difficult access;

IV-if doubt occurs about who should legitimately receive the object of the payment;

V-se pender litigation over the object of the payment.

Art. 336. For the consignment to have force of payment, it will be mister to compete, in relation to the people, the object, mode and time, all requirements without which the payment is not valid.

Art. 337. The deposit will apply in place of the payment, ceasing, so much that it is made, to the depositor, the interest on the debt and the risks, unless it is dismissed.

Art. 338. As long as the creditor does not declare that he accepts the deposit, or does not challenge it, it may the debtor apply for the waiver by paying the respective expenses, and there remain the obligation for all the consequences of law.

Art. 339. Judged to proceed with the deposit, the debtor will no longer be able to raise it, although the creditor conspicuously, otherwise according to the other debtors and guarantors.

Art. 340. The creditor who, after contesting the lide or accepting the deposit, acquiesce in the waiver, will lose the preference and guarantee that competed with him with respect to the thing consignothing, staying for soon unobligated the co-debtors and fibers who did not annued.

Art. 341. If the due thing is immovable or the right body that should be delivered in the same place where it is, it may the debtor quote the creditor to come or send it, under penalty of being deposited.

Art. 342. If the choice of the undetermined thing competes with the creditor, it shall be he quoted for that purpose, under comination of losing the right and of being deposited the thing the debtor chooses; made the choice by the debtor, shall proceed as in the antecedent article.

Art. 343. The expenses with the deposit, when judged proceeded, will run to the creditor's account, and, otherwise, to the account of the debtor.

Art. 344. The debtor of litigation obligation shall exonerate himself upon consignment, but, if it pays any of the intended creditors, having knowledge of the dispute, it shall take the risk of the payment.

Art. 345. If the debt is to be won, pending litigation between creditors who intend to mutually exclude, may any of them apply for consignment.

CHAPTER III

From the Payment with Sub-Rogation

Art. 346. The subrogation operates, in full right, in favor:

I-of the creditor who pays the debt of the common debtor;

II-of the acquirer of the mortgaged real estate, who pays the mortgage creditor, as well as of the third party who effective the payment to not be deprived of right over real estate;

III-of the third party concerned, who pays the debt for which it was or could be obliged, in whole or in part.

Art. 347. The subrogation is conventional:

I-when the creditor receives the third party payment and expressly transfers him all of his rights;

II-when third person borrows the debtor the amount need to solver the debt, under the express condition of staying the lender sub-rogated in the rights of the satisfied creditor.

Art. 348. In the case of the inciso I of the antecedent article, it will vigorously apply for the assignment of the credit.

Art. 349. Sub-rogation transfers to the new creditor all rights, actions, privileges and guarantees of the primitive, in relation to the debt, against the principal debtor and the guarantors.

Art. 350. In the legal subrogation the subrogate will not be able to exercise the rights and shares of the creditor, else until the sum he has disbursed to disobligate the debtor.

Art. 351. The originating creditor, only in part reimbursed, will have preference to the sub-rogate, in the collection of the remaining debt, if the debtor's assets do not arrive to leapt entirely what to one and another duty.

CHAPTER IV

From the Imputation of the Payment

Art. 352. The person obligated by two or more debits of the same nature, to one only creditor, has the right to indicate which of them offers payment, if all are liquid and vanquished.

Art. 353. Not having the debtor stated in which of the net and overdue debts want to impute the payment, if it accepts the discharge of one of them, shall not be entitled to claim against the imputation made by the creditor, unless there is an evidence that there has been committed violence or dolo.

Art. 354. If there is capital and interest, the payment will first impute us in the interest accrued, and then in the capital, unless stipulated otherwise, or if the creditor passes the discharge on account of the capital.

Art. 355. If the debtor does not make the nomination of the art. 352, and the discharge is missing as to the imputation, this one will do in the net debts and won in the first place. If the debts are all liquid and overdue at the same time, the imputation will be far in the most onerous.

CHAPTER V

From the Dation in Payment

Art. 356. The creditor may consent to receiving amusing benefit from the one due to him.

Art. 357. Determined the price of the thing given in payment, the relations between the parties will regulate themselves by the standards of the purchase and sale contract.

Art. 358. If it is credit title the thing given in payment, the transfer will impose it on assignment.

Art. 359. If the creditor is evicted from the thing received in payment, the primitive obligation shall be restored, by becoming without effect the discharge given, the rights of third parties shall be resisted.

CHAPTER VI

DA NOVATION

Art. 360. It gives the novation:

I-when the debtor contracts with the creditor new debt to extinguish and replace the previous one;

II-when new debtor succeves to the old one, by staying this quite with the creditor;

III-when, by virtue of new obligation, another creditor is replaced with the old one, staying the debtor quite with this one.

Art. 361. There is no mood of novar, express or tacit but unequivocal, the second obligation confirms simply the first.

Art. 362. The novation by replacement of the debtor can be effected regardless of consent of this.

Art. 363. If the new debtor is insolvent, it does not have the creditor, who has accepted it, regressive action against the former, save if the latter has obtained by mu-faith the replacement.

Art. 364. The novation extinguishes the accessories and guarantees of the debt, whenever there is no stipulation to the contrary. It will not, however, take advantage of the creditor ressaving the pawn, the mortgage or the anticrese, if the goods in warranty belong to the third party that was not party to the novation.

Art. 365. Operated the novation between the creditor and one of the supportive debtors, only on the goods of what contracting the new obligation remain the preferences and guarantees of the novice credit. The other supportive debtors stand for this exonerated fact.

Art. 366. It matters exoneration of the guarantor the novation made without its consensus with the principal debtor.

Art. 367. Unless the obligations are simply nullified, they cannot be the object of novation bonds null or void.

CHAPTER VII

From Compensation

Art. 368. If two people are at the same time creditor and debtor one from the other, the two obligations extinguish, as far as they are compensated.

Art. 369. The compensation takes place between net debts, overdue and fungible things.

Art. 370. Although they are of the same genre the fungible things, object of the two installments, they will not compensate themselves, checking that they differ in quality, when specified in the contract.

Art. 371. The debtor can only compensate with the creditor what this will owe him; but the guarantor can compensate his debt with that of his creditor to the sharpening.

Art. 372. The deadlines in favor, although enshrined by the general use, do not preclude compensation.

Art. 373. The difference in cause in the debts does not prevent compensation, except:

I-if provier from sling, theft or theft;

II-if one originates from comodate, deposit or food;

III-if one is of a non-susceptible thing of penhora.

Art. 374. The subject matter of the compensation, in respect of the tax and parafiscal debts, is governed by the provisions of this chapter.

Art. 375. There will be no compensation when the parties, by mutual agreement, exclude it, or in the case of prior resignation from one of them.

Art. 376. By obliging himself for third party, he / she cannot compensate for this debt to which the creditor of him owe him / her.

Art. 377. The debtor who, notified, nothing objects to the assignment that the creditor makes to third parties of his rights, shall not oppose the transferee the compensation, which before the assignment would have been able to oppose the transferor. If, however, the assignment has not been notified to you, you may object to the transferee compensation of the credit you before had against the transferor.

Art. 378. When the two debts are not payable in the same place, they cannot compensate without deduction of the expenses necessary for the operation.

Art. 379. Being the same person obliged by various compensable debts, they will be observed, in compensating them, the rules set out as to the imputation of payment.

Art. 380. Compensation is not admitted in a third party law loss. The debtor who becomes creditor of his creditor, after pawning the credit of this, may not object to the exeitor the compensation, that against the creditor himself would have.

CHAPTER VIII

From the Confusion

Art. 381. Extinguish the obligation, provided that in the same person they are confused for the qualities of creditor and debtor.

Art. 382. The confusion can check in respect of all the debt, or just part of it.

Art. 383. The confusion operated in the person of the creditor or sympathetic debtor only extinguishes the obligation until the competition of the respective party to the credit, or in the debt, remaining as to the more solidarity.

Art. 384. Ceasing the confusion, to soon re-establish itself, with all its accessories, the previous obligation.

CHAPTER IX

From the Remmission of the Debts

Art. 385. The remission of the debt, accepted by the debtor, extinguishes the obligation, but without prejudice to the third party.

Art. 386. The voluntary devolution of the title of the obligation, when in particular writing, proves unburdening of the debtor and his co-obligates, if the creditor is able to divest, and the debtor able to acquire.

Art. 387. The voluntary restitution of the committed object proves the creditor's resignation to the real guarantee, not the extinction of the debt.

Art. 388. The remission granted to one of the co-debtors extinguishes the debt in the part to it correspondent; so that, still reserving the creditor solidarity against the others, they may no longer charge the debit without deduction from the remitted party.

Ttitle IV

From the Inadimplement of the Obligations

CHAPTER I

General Provisions

Art. 389. It does not fulfill the obligation, responds the debtor for loss and damage, plus interest and monetary update second regularly established official indexes, and attorney fees.

Art. 390. In the negative obligations the debtor is found to have defaulted since the day he performed the act of which he was due to abstain.

Art. 391. By the inadimplement of the obligations they answer all the debtor's assets.

Art. 392. In the beneficial contracts, it answers by simple guilt the contractor, to whom the contract takes advantage, and by dolo the one to whom it does not favour. In the onerous contracts, it responds to each of the parties by fault, except for the exceptions provided for in law.

Art. 393. The debtor does not respond for the damages resulting from fortuitous case or force majeany, if expressly not if there is by them held responsible.

Single paragraph. The fortuitous or force majean case checks in on the necessary fact, whose effects were not possible to prevent or prevent.

CHAPTER II

Da Mora

Art. 394. It is considered to be the debtor who does not make the payment and the creditor who does not want to receive it in time, place and form that the law or the convention establishes.

Art. 395. It responds the debtor for the damages to which his mora der causes, plus interest, updating the monetary values second regularly established official indexes, and attorney's fees.

Single paragraph. If the installment, due to the mora, becomes useless to the creditor, this one will be able to enject it, and demand the satisfaction of the losses and damages.

Art. 396. There is no fact or omission attributable to the debtor, it does not incur this one in mora.

Art. 397. The inadimplement of the obligation, positive and liquid, in its term, constitutes of full duty in mora the debtor.

Single paragraph. There is no term, the mora constitutes whether it constitutes judicial or extrajudicial interpellation.

Art. 398. In the obligations arising from an illicit act, the debtor shall be deemed to have been in arrewer, provided that he has practiced it.

Art. 399. The debtor in mora responds by the impossibility of the provision, although that impossibility results from fortuitous or force majee if these occur during the delay; save if it proves to be free of guilt, or that the damage would survive even when the obligation was timely to be performed.

Art. 400. The creditor's mora subtract the debtor free from dolo to the responsibility for the conservation of the thing, obliges the creditor to ressarate the expenses employed in conserving it, and subject it to receive it by the most favorable estimation to the debtor, if its value oscillates between the established day for the payment and that of your effectuation.

Art. 401. Purge a mora:

I-on the part of the debtor, offering this the most the importance of the damage arising from the day of the offer;

II-on the part of the creditor, offering this to receive the payment and subject to the effects of the mora until the same date.

CHAPTER III

Of The Loss and Damage

Art. 402. Except for the exceptions expressly provided for in law, the losses and damages due to the creditor cover, in addition to what he has effectively lost, what reasonably left to profit.

Art. 403. Even if the inexecution results from the debtor's dolo, the losses and damages only include the effective damage and the outgoing profits by effect of it direct and immediate, without prejudice to the provisions of the procedural law.

Art. 404. The losses and damages, in the cash payment obligations, will be paid with monetary update under regularly established official indexes, covering interest, expense and attorney fees, without prejudice to the conventional penalty.

Paragraph single. Proven that the interest of the mora does not cover the injury, and there is no conventional penalty, may the judge grant the creditor supplemental claim.

Art. 405. The interest of late has been counted since the initial citation.

CHAPTER IV

Of The Legal Interest

Art. 406. When the moratory interest is not persuited, or they are without a stipulated rate, or when they provide for a determination of the law, they shall be set at the rate that is in force for the payment of the payment of taxes due to the National Finance.

Art. 407. Even if it does not random injury, it is obliged the debtor to the interest of the mora who will thus settle for the cash debts, such as the installments of another nature, since they are set the pecuniary value by judicial sentence, arbitrage, or agreement between the parties.

CHAPTER V

From the Criminal Clause

Art. 408. It incurs full law the debtor in the penal clause, provided that, culposely, he or she will cease to fulfill the obligation or constitute himself in mora.

Art. 409. The penal clause stipulated jointly with the obligation, or in later act, may refer to the complete inexecution of the obligation, to that of some special clause or simply to the mora.

Art. 410. When the penal clause is stipulated for the case of total inproceedings of the obligation, this will convert itself into alternative to the benefit of the creditor.

Art. 411. When you stipulate the penal clause for the case of mora, or in particular security of another particular clause, you will have the creditor the arbitrio of demanding the satisfaction of the cominate penalty, along with the performance of the principal obligation.

Art. 412. The value of the comination imposed in the penal clause may not exceed that of the principal obligation.

Art. 413. The penalty shall be reduced equesitively by the judge if the principal obligation has been fulfilled in part, or if the amount of the penalty is manifestly excessive, in view of the nature and purpose of the business.

Art. 414. Being indivisible the obligation, all debtors, falling short of one of them, will incur the penalty; but this one will only be able to be fully demoed from the culprit, by replying each others solely by their quota.

Single paragraph. To the non-culprits is reserved the regressive action against the one that gave cause to the application of the penalty.

Art. 415. Where the obligation is divisible, it only incurs the debtor or the heir to the debtor who infringe it, and proportionally to its part in the obligation.

Art. 416. In order to require the conventional penalty, it is not necessary for the creditor to random prejudice.

Single paragraph. Even if the injury exceeds that provided for in the penal clause, it may not the creditor require supplementary damages if it has thus not been persuited. If it has been, the penalty is worth as a minimum of the severance, competing for the creditor to prove the surplus loss.

CHAPTER VI

Das Arras or Signal

Art. 417. If, on the occasion of the conclusion of the contract, one party gives the other, the title of arras, money or other well movable, should the arras, in case of execution, be restituted or computed in the provision due, if of the same genre of the principal.

Art. 418. If the party that has given the arras does not execute the contract, it may have the other to have it done, retaining it; if the inexecution is from the one who received the arras, it may be able who gave them the contract for undone, and demand his return plus the equivalent, with monetary update second regularly established official indexes, interest, and attorney fees.

Art. 419. The innocent party may ask for supplementary damages, if it proves further injury, worth the arras as the minimum fee. It may, too, the innocent party demand the execution of the contract, with the losses and damages, worth the arras as the minimum of the severance.

Art. 420. If in the contract it is stipulated the right of repentance for either party, the arras or sign will have function solely indenizatory. In this case, whoever gave them lose them for the benefit of the other party; and whoever received them will return them, plus the equivalent. In both cases there will be no right to supplementary indemnity.

TITLE V

OF THE CONTRACTS IN GENERAL

CHAPTER I

GENERAL PROVISIONS

Section I

Preliminary

Art. 421. The freedom to hire will be exercised in good reason and in the limits of the social function of the contract.

Art. 422. The contractors are required to keep, thus at the conclusion of the contract, as in their execution, the principles of probity and good faith.

Art. 423. When there is in the contract of accession ambiguous or contradictory clauses, the most favourable interpretation of the adherent shall be adopted.

Art. 424. In the accession contracts, they are void of the clauses stipulating the early renunciation of the adherent to the right resulting from the nature of the business.

Art. 425. It is lawful for the parties to stipulate atypical contracts, observed the general standards set out in this Code.

Art. 426. It cannot be the object of contract the living person's inheritance.

Section II

From the Training of the Contracts

Art. 427. The proposed contract obliges the bidder, if the contrary does not result from the terms of it, of the nature of the business, or the circumstances of the case.

Art. 428. It cede to be mandatory for the proposal:

I-if, made without a deadline the person present, it was not immediately accepted. It is also considered to be present the person who contracts by telephone or by similar communication;

II-if, made without a deadline the person absent, has elapsed long enough to come up with the knowledge of the proponent;

III-if, made the absent person, no response has been expedited within the given time frame;

IV-if, before it, or simultaneously, comes to the knowledge of the other party the retracement of the proponent.

Art. 429. The offer to the public amounts to the proposal when it terminates the essential requirements to the contract, unless otherwise the result of the circumstances or the uses.

Single paragraph. You can revoke the offer by the same route of your disclosure, provided that you have ressaved this faculty on the offer realized.

Art. 430. If the acceptance, by unforeseen circumstance, comes late to the knowledge of the bidder, the latter shall immediately notify it to the acceptor, under penalty of responding for loss and damage.

Art. 431. Out-of-term acceptance, with additions, restrictions, or modifications, will import new proposal.

Art. 432. If the business is of those in which it is not customary for express acceptance, or the bidder to have dispensed it, it will be reputed to have concluded the contract, not arriving in time for refusal.

Art. 433. Acceptance is deemed to be non-existent, if before it or with it comes to the bidder to retrace the acceptor.

Art. 434. Contracts between absentees become perfect since acceptance is expedited, except:

I-in the case of the antecedent article;

II-if the bidder if there is committed to waiting for response;

III-if it does not arrive on the deadline convenor.

Art. 435. You will be reputed to have entered into the contract in the place where it was proposed.

Section III

From Estipulation in Favor of Third

Art. 436. What stipulates in favor of third party may require fulfillment of the obligation.

Single paragraph. To the third party, in favour of whom the obligation has been stipulated, is also allowed to require it, however, by staying, however, subject to the conditions and norms of the contract, if it annuates it, and the stipulant does not innovate it under art. 438.

Art. 437. If the third party, in favor of who has made the contract, if it leaves the right to claim the execution, it will not be able to the stipulate exonerate the debtor.

Art. 438. The stipulant may reserve the right to replace the third party designated in the contract, regardless of his / her annuence and that of the other contractor.

Single paragraph. The replacement can be done by act between living or by last-minute disposition.

Section IV

From the Third Party Fact Promise

Art. 439. The one who has promised third party fact will respond for loss and damage, when this one does not perform.

Single paragraph. Such a liability will not exist if the third party is the spouse of the promitent, depending on his / her annuence the act to be practiced, and provided that, by the marriage regime, the indemnity, in some way, comes to recess over his assets.

Art. 440. No obligation there will be for anyone to compromise by outing, if this one, after having obliged, skipping the installment.

Section V

From the Redibitory Vices

Art. 441. The thing received by virtue of a commutative contract may be enjected by hidden vices or defects, which make it improper to the use to which it is intended, or to diminish the value.

Single paragraph. The provision of this article is applicable to the onerous donations.

Art. 442. Instead of rejecting the thing, redeemed the contract (art. 441), it may the acquirer claim abatement in price.

Art. 443. If the alienant knew the addiction or defect of the thing, it will refund what it received with loss and damage; if it did not know it, then-it will only refund the received value, plus the expenses of the contract.

Art. 444. The responsibility of the alienant subsists even though the thing perishes in power of the alienator, perish for hidden addiction, already existing to the time of tradition.

Art. 445. The purchaser decays from the right to obtain the redeemed or rebate on price within thirty days if the thing is mobile, and of one year if it is immobile, counted from the effective delivery; if it was already in the possession, the deadline is due to the disposal, reduced by half.

§ 1º When the addiction, by its nature, can only be known later, the time frame will count as to the time when it has science, up to the maximum term of one hundred and eighty days, in the treatment of movable property; and of one year, for the real estate.

§ 2º Dealing with the sale of animals, the warranty deadlines for hidden vices will be those set out in special law, or, failing this, by local uses, applying the provisions of the preceding paragraph if not there are rules disciplining the matter.

Art. 446. They will not run the deadlines of the antecedent article in the constancy of warranty clause; but the purchaser shall report the defect to the alienant in the thirty days following his / her discovery, under penalty of decay.

Section VI

From Eviction

Art. 447. In the onerous contracts, the alienant responds by eviction. There remains this guarantee yet that the acquisition has been carried out in public hasta.

Art. 448. They may the parties, by express clause, strengthen, diminish, or exclude liability for eviction.

Art. 449. Notwithstanding the clause that excludes the guarantee against eviction, if this one does, it is entitled to eviction to receive the price that it paid for the evicta thing, if it did not learn of the risk of the eviction, or, of it informed, it did not take it.

Art. 450. Unless otherwise stipulated, you are entitled to evictus, in addition to the full refund of the price or the amounts it paid:

I-to the indemnification of the fruits that you have been obliged to refund;

II-à compensation for the expenses of the contracts and for the damages that directly result from the eviction;

III-at the court costs and the attorney's fees for it constituted.

Single paragraph. The price, whether the total or partial eviction, will be that of the value of the thing, at the time it has evaded, and proportional to the embeque suffered, in the case of partial eviction.

Art. 451. Subsists for the alienating this obligation, even though the alienated thing is deteriorated, except for the purchase of the purchaser.

Art. 452. If the acquirer has earned advantages from the deteriorations, and has not been ordered to compensate them, the value of the advantages will be deducted from the amount that there is to give him the alienating.

Art. 453. The necessary or useful benefactions, not abated to the one that has suffered the eviction, will be paid by the alienator.

Art. 454. If the benfeits abated to what has suffered the eviction have been made by the alienant, the value of them will be taken into account in the due refund.

Art. 455. If partial, but considerable, is the eviction, it may the evictus to choose between the termination of the contract and the refund of the part of the price corresponding to the embeque suffered. If it is not considerable, it will be only right to indemnitize.

Art. 456. In order to be able to exercise the right that of eviction results in it, the acquirer will notify the litigation of the immediate alienating, or any of the above, when and how they determine the laws of the proceeding.

Single paragraph. Not answering the alienating to the whistle of the lide, and being manifest the provenance of evictions, may the purchaser cease to offer contestation, or use of resources.

Art. 457. It cannot the acquirer demeanate by eviction, if it knew that the thing was alhetry or litigation.

Section VII

Of The Random Agreements

Art. 458. If the contract is random, by saying respect to future things or facts, the risk of which you do not see to exist one of the contractors takes over, you will have the other right to receive in full what has been promised to you, provided that on your part there has not been dolo or guilt, even though nothing of the avenue comes into existence.

Art. 459. If it is random, by being the object of it future things, taking the acquirer to you the risk of coming into existence in any quantity, you will also be entitled to the alienating at all price, provided that on your part it has not competed guilt, yet the thing come to exist in lower quantity than expected.

Single paragraph. But, if the thing nothing comes to exist, alienation there will not be, and the alienating will refund the price received.

Art. 460. If it is random the contract, by referring to existing things but exposed to the risk, assumed by the purchaser, it will also be entitled to the alienating at all price, post that the thing no longer existed, in part, or at all, on the day of the contract.

Art. 461. The random divestment referred to in the antecedent article could be nullified as doleful by the impaired, if it proves that the other contractor did not ignore the consummation of the risk, to which in the contract it was deemed to be exposed to the thing.

Section VIII

From the Preliminary Contract

Art. 462. The preliminary contract, except as to the form, shall contain all the requirements essential to the contract to be entered into.

Art. 463. Completed the preliminary contract, with observance of the provisions of the preceding article, and provided that it does not conscribe clause of repentance, either party shall have the right to demand the conclusion of the definitive, by signing deadline to the other for the effective.

Single paragraph. The preliminary contract is to be taken to the competent registry.

Art. 464. Sold out the deadline, may the judge, at the request of the person concerned, supply the will of the default party, giving definitive character to the preliminary contract, save if this opposes the nature of the obligation.

Art. 465. If the stipulant does not give execution to the preliminary contract, it may the other party to consider it undone, and ask for losses and damages.

Art. 466. If the promise of contract is one-sided, the creditor, under penalty of staying the same without effect, should manifest itself within the term specified therein, or, inexistent this, in what is reasonably signed by the debtor.

Section IX

From Contract with Person to Declaring

Art. 467. At the time of the conclusion of the contract, it may be one of the parties to reserve the faculty of indicating the person who must acquire the rights and assume the obligations of it arising.

Art. 468. Such an indication shall be communicated to the other party within five days of the conclusion of the contract, if another has not been stipulated.

Single paragraph. The acceptance of the named person will not be effective if it does not redress in the same way as the parties used for the contract.

Art. 469. The person, named in accordance with the background articles, acquires the rights and assumes the obligations arising from the contract, from the time that this was concluded.

Art. 470. The contract will be effective only among the originating contractors:

I-if there is no indication of person, or if the nominee refuses to accept it;

II-if the named person was insolvent, and the other person was unaware of him at the time of referral.

Art. 471. If the person to nominate was incapable or insolvent at the time of the appointment, the contract shall produce its effects among the originating contractors.

CHAPTER II

From the Extinction of the Contract

Section I

From the Distract

Art. 472. The distract does so by the same form required for the contract.

Art. 473. Unilateral resiltion, in cases where the law expresses or implicitly permits it, operates upon complaint notified to the other party.

Single paragraph. If, however, given the nature of the contract, one of the parties has made considerable investments for its implementation, unilateral denunciation will only produce effect after it transcend the nature and the vulture of the investments.

Section II

Of The Resolute Clause

Art. 474. The resolute clause express operates in full law; the tacit relies on judicial interpellation.

Art. 475. The party aggrieved by the inadimplement may ask for the settlement of the contract, if it does not prefer to require it to comply with, in any of the cases, indemnification for loss and damage.

Section III

Of The Exception of Contract not Fulfilled

Art. 476. In bilateral contracts, none of the contractors, before they have met their obligation, may require the implement of the other.

Art. 477. If, after concluded the contract, it will survive one of the contracting parties diminishing in its patrimony capable of compromising or making doubtful the provision by which it has compelled, may the other refuse to the benefit incumbent upon it, until that satisfy the one that competes in it or gives you enough assurance to satisfy it.

Section IV

Of The Resolution by Excessive Onerousness

Art. 478. In the continuing or deferred execution contracts, if the provision of one of the parties becomes overly burdensome, with extreme advantage to the other, by virtue of extraordinary and unpredictable events, it may the debtor ask for the resolution of the contract. The effects of the sentence that enact it will go back to the date of the citation.

Art. 479. The resolution can be avoided by offering the defendant to modify the conditions of the contract ethno-citatively.

Art. 480. If in the contract the obligations fell to only one of the parties, it may pleen that its provision be reduced, or changed the way to perform it, in order to avoid excessive burdeness.

TITLE VI

Of The Various Species of Contract

CHAPTER I

From Purchase and Sale

Section I

General Provisions

Art. 481. By the contract of purchase and sale, one of the contractors obliges himself to transfer the domain of certain thing, and the other, to pay him certain price in cash.

Art. 482. The purchase and sale, when pure, shall be deemed to be binding and perfect, provided that the parties agree on the object and price.

Art. 483. The purchase and sale may have by object current or future thing. In this case, it will be without effect the contract if the latter does not come into existence, unless the intention of the parties was to conclude a random contract.

Art. 484. If the sale takes place at the sight of samples, prototypes or models, it will be understood that the seller ensures to have the thing the qualities that they correspond to.

Paragraph single. The sample prevails, the prototype or the model, if there is contradiction or difference with the manner in which the thing is described in the contract.

Art. 485. The setting of the price can be left to the third-party arbitrio, which the contractors will soon designate or promise to designate. If the third party does not accept the incumbency, it shall be without effect the contract, save when they agree to the contractors to appoint another person.

Art. 486. You will also be able to leave the setting of the price at the market rate or scholarship, in certain and certain day and place.

Art. 487. It is lawful for the parties to set the price in function of indexes or parameters, provided that they are susceptible to objective determination.

Art. 488. Convenor the sale without price fixing or criteria for its determination, if there is no official taming, it is understood that the parties have subjected themselves to the current price in the usual sales of the seller.

Para. single. In the lack of agreement, because there has been price diversity, the average term will prevail.

Art. 489. Null is the contract of purchase and sale, when it leaves to the exclusive arbitrium of one of the parties the setting of the price.

Art. 490. Unless otherwise clause, they will stay the expenses of writing and registration to the buyer's office, and the office of the seller those of the tradition.

Art. 491. Not being the sale on credit, the seller is not obligated to deliver the thing before he receives the price.

Art. 492. Up to the time of tradition, the risks of the thing run on the seller's account, and those of the price on account of the buyer.

§ 1º However, the fortuitous cases, taking place in the act of counting, marking or marking things, which commonly if they receive, counting, weighing, measuring or signaling, and which have already been put at the disposal of the buyer, will run on account of this.

§ 2º will also be on account of the buyer the risks of the said things, if it is in lives from receiving them, when put at their disposal in time, place and by the adjusted mode.

Art. 493. The tradition of the thing sold, in the lack of express stipulation, will give itself in the place where it found itself, at the time of the sale.

Art. 494. If the thing is expedited for amusing place, by order of the buyer, by his or her account will run the risks, once it is delivered to whoever there is to carry it, save if from the instructions from him to walk away from the seller.

Art. 495. Notwithstanding the adjusted deadline for the payment, if before the tradition the buyer falls into insolvency, it may the seller excel at the delivery of the thing, until the buyer gives him collateral to pay in the adjusted time.

Art. 496. It is nullified the sale of ascending the descendant, unless the other descendants and the spouse of the alienant expressly housed consents.

Single paragraph. In both cases, the consent of the spouse is dispensing if the scheme of goods is that of compulsory separation.

Art. 497. Under penalty of nullity, they cannot be purchased, albeit on public hoisting:

I-by the tutors, curators, testamentors and administrators, the goods entrusted to their guard or administration;

II-by the public servants, in general, the goods or rights of the legal person to which they serve, or which are under their direct or indirect administration;

III-by the judges, secretaries of courts, arbitrators, experts and others serventuates or auxiliaries of justice, the goods or rights on which to litigate in court, judgment or advice, in the place where they serve, or to extend to their authority;

IV-by the auctioneers and their preposers, the goods of whose sale is in charge.

Single paragraph. The prohibitions in this article extend to the assignment of credit.

Art. 498. The prohibition contained in the inciso III of the antecedent article, does not cover the cases of purchase and sale or assignment between co-heirs, or in payment of debt, or for the guarantee of goods already belonging to persons designated in the said incisure.

Art. 499. It is lawful for the purchase and sale between spouses, with respect to goods excluded from communion.

Art. 500. If, in the sale of an immovable, whether to stipulate the price by extension measure, or if it determines the respective area, and the latter does not correspond, in either case, to the given dimensions, the buyer shall have the right to demand the supplement to the area, and, not being that possible, that of claiming the resolution of the contract or abatement proportional to the price.

§ 1º Presume-if the reference to the dimensions was simply enunciative, when the difference found does not exceed one twentieth of the total area enunciated, ressaved to the buyer the right to prove that, in such circumstances, it would not have carried out the business.

§ 2º If instead of lack there is excess, and the seller proves that he had reason to ignore the measure exact of the area sold, will fit the buyer, at your choice, complete the value corresponding to the price or return the excess.

§ 3º There will be no area add-on, nor excess return, if the real estate is sold as a thing right and discriminated against, having only been enunciative the reference to its dimensions, yet it does not express, in express way, have been the sale *ad corpus*.

Art. 501. Decay of the right to propose the actions provided for in the article antecedent to the seller or buyer who does not do so within one year, from the registration of the title.

Single Paragraph. If there is delay in the immission of possession in the immovable, attributable to the alienant, from it will flow the decadence term.

Art. 502. The seller, unless otherwise convention, responds by all the debits that record the thing until the time of tradition.

Art. 503. In the things sold jointly, the hidden defect of one does not authorize the rejection of all.

Art. 504. It cannot be a condommino in indivisible thing to sell your share to strangers, if another consort wants it, so much for so much. The condômino, to whom it does not become aware of the sale, may, by depositing the price, be for itself the party sold to strangers, if it requires it within the period of one hundred and eighty days, under penalty of decay.

Single paragraph. Being many the condones, it will prefer what has greater value benfeits and, in the lack of benfeits, the larger quinlion. If the parties are equal, they will have the party sold the co-owners, which they want, by depositing in advance the price.

Section II

Of The Special Clauses to Purchase and Sale

Subsection I

From Retroselling

Art. 505. The seller of immovable thing can reserve the right to recoil it within the maximum decay period of three years, refund the price received and reimburse the buyer's expenses, including those which, during the rescue period, have taken place with the your written authorization, or for the realization of necessary benfeees.

Art. 506. If the buyer refuses to receive the amounts to which he makes jus, the seller, to exercise the right of rescue, shall deposit them judicially.

Single paragraph. Verified the insufficiency of the judicial deposit, it will not be the seller restituted in the area of the thing, until and while not fully paid the buyer.

Art. 507. The right of portrait, which is both disposable and transmittable to heirs and legants, can be exercised against the third acquirer.

Art. 508. If two or more persons fit the right of portrait over the same immovable, and only one exercises it, it may the buyer subpoena the others to do so in it, the pact in favor of whom there is the deposit, provided that it is integral.

Subsection II

From the Sale to Content and from Subject to Proof

Art. 509. The sale made to the buyer's contentment is understood to be carried out under suspensive condition, yet the thing has been delivered to him; and it will not loathe perfect, while the acquirer does not manifest his liking.

Art. 510. Also the sale subject to proof is presumed to be made under the suspensive condition that the thing has the qualities secured by the seller and is idled to the end to which it is intended.

Art. 511. In both cases, the obligations of the buyer, who received, under suspensive condition, the thing purchased, are those of mere comodant, while not manifested to accept it.

Art. 512. By no time limit stipulated for the buyer's declaration, the seller shall be entitled to subpoenate it, judicial or extrajudicially, to make it within an imextension.

Subsection III

From Preemption or Preference

Art. 513. Preemption, or preference, imposes on the buyer the obligation to offer the seller the thing that the one will sell, or give in payment, so that this one uses his right of prelation in the purchase, both for so much.

Single paragraph. The time frame to exercise the right of preference will not be able to exceed one hundred and eighty days, if the thing is mobile, or two years, if immobile.

Art. 514. The seller may also exercise his or her right to prelate, by subpoenaing the buyer, when it appears to him that this one will sell the thing.

Art. 515. The one who exercises the preference is, under penalty of losing it, obliged to pay, on equal terms, the price found, or the adjusted.

Art. 516. Inexisting stipulated time, the right of preemption will lapse, if the thing is movable, not exercising in the three days, and, if it is immovable, not exercising in the sixty days subsequent to the date on which the buyer has notified the seller.

Art. 517. When the right of preemption is stipulated in favour of two or more individuals in common, it can only be exercised in relation to the thing as a whole. If any of the people, whom he touches, lose or do not exercise their right, they may be able to use them in the overt form.

Art. 518. It will answer for loss and damage the buyer, if it alienates the thing without having given the seller science of the price and the advantages that it offers it. It will jointly respond to the acquirer, if it has proceeded in a bad faith.

Art. 519. If the expropriated thing for purposes of necessity or public utilities, or for social interest, does not have the destination to which it is disowned, or is not used in public works or services, it will fit the expropriate right of preference, for the price current of the thing.

Art. 520. The right of preference cannot give in or pass to the heirs.

Subsection IV

From the Sale with Domain Booking

Art. 521. On the sale of mobile thing, it can the seller reserve for itself the property, until the price is fully paid for.

Art. 522. The domain booking clause will be stipulated in writing and depends on registering at the buyer's domicile to be worth against third parties.

Art. 523. It cannot be the object of sale with domain reservation the unceable thing of perfect characterization, to narrow it down from other congeners. In doubt, it decides in favour of the third acquirer in good faith.

Art. 524. The transfer of ownership to the buyer gives itself at the time the price is fully paid. However, by the risks of the thing responds the buyer, from when it was delivered to him.

Art. 525. The seller will only be able to carry out the domain reservation clause after constituting the buyer in mora, upon protest of the title or judicial interpellation.

Art. 526. Verified the buyer's mora, can the seller move against him the competent action of collecting the overdue benefits and vincends and as much as it is due; or he / she will be able to recover possession of the thing sold.

Art. 527. In the second hypothesis of the antecedent article, it is provided to the seller to withhold the benefits paid up to that necessary to cover the depreciation of the thing, the expenses made and the more that of law is owed to it. The surplus will be returned to the buyer; and what it will be missing will be charged to you, all in the form of the procedural law.

Art. 528. If the seller receives the payment in sight, or, subsequently, upon funding from the capital market institution, this shall be able to exercise the rights and actions arising from the contract, the benefit of any other. The financial operation and the respective science of the buyer will contain the record of the contract.

Subsection V

From Sale About Documents

Art. 529. In the sale on documents, the tradition of the thing is replaced by the delivery of its representative title and the other documents required by the contract or, in the silence of this one, by the uses.

Single paragraph. Finding the documentation in order, it cannot the buyer refuse payment, on the pretext of defect of quality or the state of the thing sold, unless the defect has already been proven.

Art. 530. There is no stipulation to the contrary, the payment must be effected on the date and in place of the delivery of the documents.

Art. 531. If among the documents delivered to the buyer figure insurance policy that covers the risks of the transport, they run these to the buyer's account, save if, when the contract is concluded, it would have the seller science of the loss or malfunction of the thing.

Art. 532. Stipulated the payment via bank establishment, it will be up to this to effectuate it against the delivery of the documents, with no obligation to check the thing sold, for which it does not respond.

Single paragraph. In such a case, only after the refusal of the banking establishment to make the payment, can the seller claim it, directly from the buyer.

CHAPTER II

From the Exchange or Permuta

Art. 533. They apply to the Exchange the provisions regarding the purchase and sale, with the following modifications:

I-unless otherwise stipulated, each of the contractors shall pay for half the expenses with the instrument of the exchange;

II-is nullified the exchange of unequal values between ascenders and descendants, without consent from the other descendants and the spouse of the alienant.

CHAPTER III

Do Contract Estimator

Art. 534. By the estimating contract, the consignee delivers movable goods to the consignee, who is allowed to sell them, paying that the adjusted price, unless he prefers, within the set time, to refund him the consignee thing.

Art. 535. The consignee does not exonerate himself from the obligation to pay the price, if the restitution of the thing, in his or her integrity, becomes impossible, yet in fact to him not attributable.

Art. 536. The consignee thing cannot be the object of attachment or hijacking by the creditors of the consignee, while not fully paid the price.

Art. 537. The consigner cannot dispose of the thing before it is restituted or to be communicated to him for restitution.

CHAPTER IV

From Donation

Section I

General Provisions

Art. 538. It considers itself to be given the contract in which a person, by liberality, transfers from his or her estate assets or advantages to that of another.

Art. 539. The donor may set deadline for the donator, to declare whether to accept the liberality or not. Provided that the donator, aware of the deadline, does not, within him, make the statement, he will understand that he has accepted it, if the donation is not subject to charge.

Art. 540. The donation made in contemplation of the worthiness of the donator does not lose the character of liberality, as it does not lose it the remunerative donation, or the engraved, in the surplus to the value of the paid services or the imposed charge.

Art. 541. The donation will be made by public scripture or particular instrument.

Single paragraph. The verbal donation will be valid, if, versing on movable and small-value goods, if it follows you incontinenti the tradition.

Art. 542. The donation made to the unborn child will be worth, being accepted by your legal representative.

Art. 543. If the donator is absolutely incapable, it is dispensed with acceptance, provided that it is pure donation.

Art. 544. The donation of ascending to descendants, or from one spouse to another, matters advance from what is up to them by inheritance.

Art. 545. The donation in form of periodic grant to the benefit extinguished the donor, save if this other thing dispends, but will not be able to overtake the life of the donator.

Art. 546. The donation made in contemplation of future marriage with certain and certain person, either by the nubents to one another, or by third to one of them, to both, or to the children who, in the future, to be housings of each other, cannot be impugned for lack of acceptance, and it will only be without effect if the marriage does not take place.

Art. 547. The donor may stipulate that the donated goods return to their estate, if it survives the donator.

Single paragraph. No reversal clause prevails in favor of third party.

Art. 548. It is void the donation of all goods without reservation of part, or sufficient income for the subsistence of the donor.

Art. 549. Nula is also the donation as to the part that exceeds that of which the donor, at the time of liberality, could dispose at will.

Art. 550. The donation of the adulterous spouse to his accomplice may be overturned by the other spouse, or by his necessary heirs, up to two years after he disbanded the marital society.

Art. 551. Unless otherwise affidavit, the donation in common to more than one person is understood to be distributed among them by equal.

Single paragraph. If the donators, in such a case, are husband and wife, they will subsist in the entirety of donation to the surviving spouse.

Art. 552. The donor is not required to pay moratory interest, nor is it subject to the consequences of eviction or redibitory addiction. In the donations for marriage with certain and certain person, the donor will be subject to eviction, unless otherwise convention.

Art. 553. The donator is obliged to comply with the charges of the donation, if they are the benefit of the donor, third party, or the general interest.

Single paragraph. If this last species is the charge, the Public Prosecutor's Office will be able to demand its execution, after the donor's death, if the latter has not done so.

Art. 554. The donation to the future entity will lapse if, in two years, this is not constituted on a regular basis.

Section II

From the revocation of the Donation

Art. 555. The donation can be revoked either by ingratitude from the donator, or by inexecution of the charge.

Art. 556. You cannot renounce in advance the right to revoke the liberality for ingratitude from the donator.

Art. 557. They may be revoked for ingratitude the donations:

I-if the donator has attested against the life of the donor or committed felony murder crime against him;

II-committed against him physical offense;

III-if it injuriously injuriously or slandered it;

IV-if, it may provide them, it refused the donor the food that this one needed.

Art. 558. It may also occur the revocation when the offending, in the cases of the previous article, is the spouse, ascendant, descendant, yet adoptive, or brother of the donor.

Art. 559. The revocation by any of these grounds is to be pleated within one year, from when it comes to the donor's knowledge the fact that authorizes it, and to have been the donator to its author.

Art. 560. The right to revoke the donation does not pass on to the donor's heirs, nor does it harm those of the donator. But those can proceed in the action initiated by the donor, continuing it against the heirs of the donator, if this one passed away after helping the lide.

Art. 561. In the case of felony murder of the donor, the action will fit your heirs, except if the one there is forgiven.

Art. 562. The onerous donation can be revoked by incurring the charge, if the donator incurring lives. With no time limit for compliance, the donor will be able to notify the donator judicially by signing him / her reasonable time to comply with the obligation assumed.

Art. 563. The revocation for ingratitude is without prejudice to the rights acquired by third parties, nor does it obligate the donator to return the perceived fruits before the valid citation; but subject to it to pay the later ones, and, when it cannot restore in kind the things donated, to compensate her for the middle ground of her value.

Art. 564. Do not abrogate themselves for ingratitude:

I-the purely remunerative donations;

II-the burdensome with charge already fulfilled;

III-those who do so in fulfilment of obligation natural;

IV-those made for certain marriage.

CHAPTER V

From the Location of Things

Art. 565. In the leasing of things, one of the parties forces itself to give in to the other, for time determined or not, the use and enjoyment of unfungible thing, upon certain retribution.

Art. 566. The lessor is obliged:

I-to deliver to the lessee the rented thing, with its belonging, in a state of serving the use to which it is intended, and to keep it in that state, by the time of the contract, unless expressly stated by it;

II-to assure you, during the time of the contract, the peaceful use of the thing.

Art. 567. If, during the lease, deteriorate the rented thing, without fault of the lessee, this will be to ask for proportional reduction of the rent, or settle the contract, should it no longer serve the thing for the purpose for which it was intended.

Art. 568. The lessor will resguarded the lessee from the embarrassments and turbations of third parties, who have or wish to have rights over the rented thing, and will respond by their vices, or defects, prior to the lease.

Art. 569. The lessee is obliged:

I-to serve from the rented thing for the convenient or presumed uses, as per the nature of it and the circumstances, as well as treat it with the same care as if it were;

II-to pay punctually the rent on the adjusted deadlines, and, in lack of adjustment, second to the custom of the place;

III-to lead to the knowledge of the lessor the turbations of third parties, which are intended to be founded in right;

IV-to restitute the thing, finishes the lease, in the state in which it received it, saved the natural deteriorations to regular use.

Art. 570. If the lessee employs the thing in amusing use of the tuned, or the intended one, or if it damages itself by abuse of the lessee, it may the lessor, in addition to rescinding the contract, demand loss and damage.

Art. 571. If there is a time limit stipulated for the duration of the contract, before maturity will not be able to reaver the rented thing, otherwise to ressarate to the lessee the resulting losses and damage, nor the lessee to return it to the lessor, otherwise paying, proportionally, the fine provided for in the contract.

Single paragraph. The lessee shall enjoy the right of retention, while not ressarated.

Art. 572. If the obligation to pay the rent for the time it fails constitutes excessive indemnity, it will be provided to the judge to set it on reasonable grounds.

Art. 573. The leasing by time given full basket shall terminate the stipulated period of time, regardless of notification or notice.

Art. 574. If, after the deadline, the lessee continues in possession of the rented thing, with no opposition from the lessor, it shall be presumed to be extended to lease by the same rent, but without a specified time limit.

Art. 575. If, notified the lessee, does not refund the thing, it will pay, while it has it in its power, the rent that the lessor arbitrates, and will respond for the damage it comes to suffer, although arising from fortuitous case.

Single paragraph. If the arbitrated rent is manifestly excessive, you can the judge reduce it, but always taking into account your penalty character.

Art. 576. If the thing is disposed of during the lease, the acquirer will not be obliged to respect the contract, if in it is not to be able the clause of its duration in the case of disposal, and does not appear on record.

§ 1º The record to which refers to this article will be that of Securities and Documents of the domicile of the lessor, when the thing is movable; and it will be the Registration of Real Estate of the respective circumscription, when immovable.

§ 2º In dealing with real estate, and still in the case in that the lessor is not obliged to respect the contract, he / she will not be able to fire the lessee, otherwise observed the term of ninety days after the notification.

Art. 577. Dying the lessor or the lessee, transfer to his heirs to lease for time determined.

Art. 578. Unless otherwise stipulated, the lessee shall enjoy the right of retention, in the case of necessary benefiters, or in that of useful benefactions, if these housees were made with express consent of the lessor.

CHAPTER VI

Of The Loan

Section I

From The Commodate

Art. 579. The comodate is the free loan of non-fungible things. It perdoates with the tradition of the object.

Art. 580. The tutors, curators and in general all the administrators of alheious goods will not be able to give in comodate, without special authorization, the goods entrusted to their guard.

Art. 581. If the comodate has no conventional deadline, it shall be presumed to be necessary for the use granted; it may not the comodant, unless unforeseen and urgent necessity, recognized by the judge, suspend the use and enjoyment of the thing borrowed, before fining the deadline conventional, or what to determine by the outored use.

Art. 582. The comodant is obliged to conserve, as if his / her own outside, the thing borrowed, and may not use it otherwise according to the contract or the nature of it, under penalty of responding for loss and damage. The comodant made up of mora, in addition to why she respones, will pay, until you refund it, the rent of the thing that is arbitrated by the comodant.

Art. 583. If, at risk the object of the comodate together with others of the comodant, antepuser this the salvation of its abandoning that of the comodant, it will respond by the damage that is occurred, even if it can be ascribed to the fortuitous case, or force majee.

Art. 584. The comodant will not be able to ever recode from the comodant the expenses made with the use and enjoyment of the thing borrowed.

Art. 585. If two or more people are simultaneously comodatary of one thing, they will be jointly and severally responsible for the comodant.

Section II

Of The Mutual

Art. 586. The mutual is the loan of fungible things. The borrower is obliged to restitute to the lender what he has received in thing from the same gender, quality and quantity.

Art. 587. This loan transfers the mastery of the thing borrowed to the borrower, on whose account they run all the risks from it since tradition.

Art. 588. The mutual made of the minor person, without prior authorization from the one under whose custody it is, cannot be revived neither from the borrower, nor from its guarantors.

Art. 589. Basket the provision of the antecedent article:

I-if the person, of whose permission needed the borrower to borrow the loan, to ratify it thereafter;

II-if the minor, being absent that person, has seen himself obliged to borrow the loan for his usual food;

III-if the minor has earned assets with his / her work. But in such a case, the execution of the creditor will not be able to surpass the forces;

IV-if the loan reverted to the benefit of the minor;

V-if the minor obtained the loan maliciously.

Art. 590. The lender may demand guarantee of the refund, if before maturity the borrower suffers noticeably change in his / her economic situation.

Art. 591. Targeting mutual for economic purposes, they are presumed to be due interest, which, under penalty of reduction, will not be able to exceed the rate to which the art relates. 406, permitted the annual capitalization.

Art. 592. Not having expressly been convinced, the term of mutual will be:

I-until the next harvest, if the mutual is of agricultural products, so for consumption, as for seeding;

II-of thirty days, at least, if it is money;

III-of the space of time that declares the lender, if it is from any other fungible thing.

CHAPTER VII

From the Service Prestation

Art. 593. The provision of service, which is not subject to the labour laws or the special law, shall be governed by the provisions of this Chapter.

Art. 594. All manner of service or licit work, material or immaterial, can be contracted upon retribution.

Art. 595. In the contract of service provision, when either party does not know how to read, nor write, the instrument can be signed up to rogo and subscribed by two witnesses.

Art. 596. Not having stipulated, nor reaching agreement to the parties, shall fix itself by arbitrating the retribution, the custom of the place, the time of service and its quality.

Art. 597. The consideration will be payable after you have rendered the service, if, by convention, or custom, there is no use in advance, or paid in instalments.

Art. 598. The provision of service will not be able to convince for more than four years, although the contract has because of the debt payment of who provides it, or is fearless to the execution of certain and certain work. In this case, four years decorated, will be given by fining the contract, yet not completed the work.

Art. 599. There is no stipulated time limit, nor if it may be inferred from the nature of the contract, or the custom of the place, any of the parties, to their arbitrio, upon prior notice, may resolve the contract.

Single paragraph. The warning will be given:

I-in advance of eight days, if the salary if there is fixed for a time of one month, or more;

II-with anticipation of four days, if the salary has been adjusted per week, or quinzena;

III-from eve, when you have hired for less than seven days.

Art. 600. It does not take into account the time frame of the contract the time at which the service provider, by fault of his own, ceased to serve.

Art. 601. By not being the contracted service provider for certain and certain work, you will understand that you have obliged yourself to any and all service compatible with your forces and conditions.

Art. 602. The contracted service provider for the right time, or per determined work, cannot be absent, or sacked, without just cause, before filled in time, or completed the work.

Single paragraph. If you say goodbye without just cause, you will be entitled to the overdue retribution, but you will respond for loss and damage. The same will give you, if fired for just cause.

Art. 603. If the service provider is discharged without a fair cause, the other party will be obliged to pay him for whole the due consideration, and by half the one who would touch him from then to the legal term of the contract.

Art. 604. Finer the contract, the service provider is entitled to demand from the other party the declaration that the contract is finite. Equal right is up to you, if you are fired without a fair cause, or if there has been fair reason to leave the service.

Art. 605. Neither the one to whom the services are provided, will be able to transfer the right to the adjusted services, nor the service provider, without apportion of the other party, to give substitute for them.

Art. 606. If the service is provided by those who do not have a habilitation title, or does not meet requirements others set out in law, they will not be able to collect them for the consideration normally corresponding to the work performed. But if of this result benefit to the other party, the judge will assign to whom it has provided him with reasonable compensation, provided that he has acted with good faith.

Single paragraph. It does not apply to the second part of this article, when the prohibition of the provision of service results from public order law.

Art. 607. The service contract ends with the death of any of the parties. It ends, still, by the runoff of the deadline, by the completion of the work, by the termination of the contract upon prior notice, by inaddition of either party or by the impossibility of the continuation of the contract, motivated by force majeforce.

Art. 608. The one who enticed persons obliged in written contract to provide service to others will pay to this the importance that to the service provider, by the adjustment undone, there was to be fit for two years.

Art. 609. The disposal of the agricultural building, where the provision of the services operates, no matter the termination of the contract, save to the provider option between continuing it with the acquirer of the property or with the primitive contractor.

CHAPTER VIII

From The Employee

Art. 610. The contractor of a work may contribute to it only with his or her work or with it and the materials.

§ 1º The obligation to provide the materials is not presumed; it results from the law or the will of the parties.

§ 2º The contract for the drafting of a project does not imply an obligation to execute it, or to scrutinise it.

Art. 611. When the contractor supplies the materials, they run through his or her account the risks up to the time of delivery of the work, to the satisfaction of those who commissioned it, if the latter is not in arrean. But if it is, by your account will run the risks.

Art. 612. If the contractor has only provided manpower, all the risks in which it is not at fault will run on account of the owner.

Art. 613. Being the endeavor solely of lavor (art. 610), if the thing perishes before delivered, without the owner's fault or the fault of the contractor, the latter will lose the retribution, if it does not prove that the loss resulted from defect of the materials and that in time it complains against its quantity or quality.

Art. 614. If the work appears from distinct parts, or is of a nature of those that are determined by measure, the contractor shall be entitled to that also to be verified by measure, or according to the parties in which it is divided, and may require payment in the proportion of the work performed.

§ 1º Everything that has been paid is presumed to be verified.

§ 2º What if measured is assumed to be verified if, in thirty days, from the measurement, the vices or defects are not denounced by the owner of the Work or by whom it is entrusted with its supervision.

Art. 615. Completed the artwork according to the fit, or the custom of the place, the owner is obliged to receive it. It may, however, reject it, if the contractor has moved away from the instructions received and the plans given, or from the technical rules in works of such a nature.

Art. 616. In the case of the second part of the background article, you may who have ordered the piece, instead of enjecting it, receive it with abatement in price.

Art. 617. The contractor is obliged to pay the materials he has received, whether by imperfecting or negligence the unutilising.

Art. 618. In the contracts of emploding buildings or other considerable constructions, the contractor of materials and execution will respond, during the irreducible term of five years, by the soundness and safety of the work, thus on the grounds of the materials, as of the ground.

Single paragraph. It will decay from the right secured in this article the developer who does not propuser the action against the contractor, in the one hundred and eighty days following the appearance of the vice or defect.

Art. 619. Unless otherwise stipulated, the contractor who is entrusted with performing a work, background accepted by whoever commissioned it, will not be entitled to demand addition in the price, even if modifications are made to the project, unless these result from written instructions from the developer.

Single paragraph. Even if there has been no written authorization, the developer is obliged to pay the contractor the increases and additions, according to which it is arbitrated, if, always present to the work, by continued visits, he could not ignore what was going on, and never protested.

Art. 620. If there is a decrease in the price of the material or manpower exceeding one tenth of the overall agreed price, it may be revised, at the request of the developer, to ensure that the difference ascertained is made.

Art. 621. Without annuence from its author, it cannot the owner of the works to introduce modifications to the project by it approved, yet the execution is entrusted to third parties, unless, for superseeming reasons or reasons of technical order, stay proven to inconvenience or the excessive costly execution of the project in its originary form.

Single paragraph. The ban on this article does not cover alterations of little assemblage, resourced always the aesthetic drive of the designed artwork.

Art. 622. If the execution of the work is entrusted to third parties, the responsibility of the respective project author, as long as it does not assume the direction or surveillance of that, shall be limited to the damage resulting from defects provided for in the art. 618 and its single paragraph.

Art. 623. Even after construction begins, the developer may suspend it, as long as it pays the contractor the expenses and profits pertaining to the services already made, more reasonable indemnity, calculated in function of what he would have earned, if completed the work.

Art. 624. Suspended the execution of the unjust endeavor cause, responds the contractor for loss and damage.

Art. 625. May the contractor suspend the work:

I-by fault of the owner, or by reason of force majeany;

II-when, in the course of the services, if they manifest unforeseeable difficulties of execution, resulting of geological or water causes, or other similar ones, so that it makes the endeavor overly burdensome, and the developer opposes the readjustment of the price inherent in the project by it drawn up, observed the prices;

III -if the modifications required by the developer, by its vulture and nature, are disproportionate to the approved design, yet the owner has the arching with the addition of price.

Art. 626. Do not extinguish the contract of employment for the death of any of the parties, unless adjusted in consideration of the personal qualities of the contractor.

CHAPTER IX

From the Warehouse

Section I

From the Voluntary Deposit

Art. 627. By the deposit agreement receives the depositary a movable object, to guard, until the depositor complains it.

Art. 628. The deposit contract is free of charge, except if there is convention to the contrary, if resulting from negotiation activity or if the depositary practising it by profession.

Single paragraph. If the deposit is onerous and the custodian's consideration does not appear in law, nor does it result from adjustment, it will be determined by the uses of the place, and, in the absence of these, by arbitrage.

Art. 629. The depositary is obliged to have at the guard and conservation of the thing deposited the care and diligence that usually with what belongs to him, as well as to restitute it, with all the fruits and increased, when the depositor requires it.

Art. 630. If the deposit has turned itself closed, glued, sealed, or lacquered, in that same state it will keep.

Art. 631. Unless otherwise stipulated, the restitution of the thing shall give itself in the place where it has to be guarded. The costs of restitution run on account of the depositor.

Art. 632. If the thing has been deposited in the interest of third party, and the depositary has been scientified of this fact by the depositor, it will not be able to exonerate himself by restituting the thing to this one, without the consent of that.

Art. 633. Even if the contract shall set the deadline for the refund, the depositary shall deliver the deposit as soon as it requires it, unless it has the right of retention to which the art relates. 644, if the object is judicially boarded, if about it pends execution, notified to the depositary, or if there is reasonable reason to suspect that the thing was dolly obtained.

Art. 634. In the case of the antecedent article, last part, the depositary, exposing the plea of suspicion, will require that the object be collected to the Public Depot.

Art. 635. The depositary will be provided, outrossim, apply for judicial deposit of the thing, when, on a plausible reason, it may not hold it, and the depositor does not want to receive it.

Art. 636. The depositary, which by force majee there is lost the thing deposited and received another in its place, is obliged to surrender the second to the depositor, and ceded to it the shares that in the case it has against the third party responsible for the restitution of the first.

Art. 637. The heir to the depositary, who in good faith has sold the deposited thing, is obliged to assist the depositor in the claim, and to refund to the buyer the price received.

Art. 638. Save the cases provided for in the arts. 633 and 634, you will not be able to deposit yourself to the restitution of the deposit, claiming not to belong to the thing to the depositor, or opposing compensation, except if in another deposit funder.

Art. 639. Being two or more depositors, and divisible the thing, each one will only deliver the depositary the respective party, unless there is among them solidarity.

Art. 640. Under penalty of responding for loss and damage, you will not be able to the depositary, without express leave of the depositor, to serve from the deposited thing, nor to give it in deposit to you.

Single paragraph. If the depositary, duly authorized, trustees the thing in deposit to the third party, it will be responsible if it acted with guilt in the choice of this.

Art. 641. If the depositary becomes incapable, the person who takes you the administration of the goods will immediately restore the deposited thing and, not wanting or not may the depositor receive it, collect it from the Public Depot or promote it appointment of another depositary.

Art. 642. The depositary does not respond by the cases of force majeany; but, so that it is worth it for the escuses, it will have to prove them.

Art. 643. The depositor is obliged to pay the depositary the expenses made with the thing, and the damages that of the deposit to provibe.

Art. 644. The depositary will be able to withhold the deposit until it pays to it the due consideration, the net worth of the expenses, or the damages referred to in the previous article, immediately proving those losses or those expenses.

Paragraph single. If these debts, expenses or damages are not proven sufficiently, or are illiquid, the depositary may require the idonic collateral of the depositor or, in the absence of this, the removal of the thing for the Public Depot, until settled.

Art. 645. The deposit of fungible things, in which the depositary obtrusts itself to restitution objects of the same genre, quality and quantity, will regulate itself by the willing about the mutual.

Art. 646. The voluntary deposit will prove itself in writing.

Section II

From the Deposit Required

Art. 647. It's depot needed:

I-what one does in performance of legal obligation;

II-what takes effect on the occasion of some calamity, such as the fire, the flood, the shipwreck or the loot.

Art. 648. The deposit referred to in the inciso I of the antecedent article shall be governed by the provision of the respective law, and, in the silence or impairment thereof, by the concernpersons to the voluntary deposit.

Single paragraph. The provisions of this article apply to the deposits provided for in the inciso II of the antecedent article, and they may make them certified by any means of proof.

Art. 649. The deposits provided for in the antecedent article shall be equated with the baggage of the travellers or guests in the hoses where they are.

Single paragraph. The hosts will respond as custodians, as well as by the shoplifting and robberies perpetrating the persons employed or admitted to their establishments.

Art. 650. Cessa, in the cases of the antecedent article, the responsibility of the hosts, if they prove that the facts harmful to travelers or guests could not have been avoided.

Art. 651. The required deposit is not presumed free of charge. In the art hypothesis. 649, the remuneration for the deposit is included in the price of the lodging.

Art. 652. Be it the voluntary or necessary deposit, the custodian who does not refund it when required shall be compelled to do so by imprisonment not surplus to one year, and to ressarcate the damages.

CHAPTER X

Do Mandate

Section I

General Provisions

Art. 653. It operates the mandate when someone receives from outrain powers to, on their behalf, practice acts or administer interests. The power of attorney is the instrument of the mandate.

Art. 654. All capable persons are apt to give proxy upon particular instrument, which will be worth as long as it has the signature of the outward.

§ 1º The particular instrument must contain the indication of the place where it was passed, the qualification of the outward and the outward, the date and purpose of the outorga with the designation and extension of the powers conferred.

§ 2º The third party with whom the mandatary will be able to handle may require that the proxy bring the firm recognized.

Art. 655. Still when you hear tenure by public instrument, you can substave yourself by particular instrument.

Art. 656. The mandate may be expressed or tacit, verbal or written.

Art. 657. The outorship of the mandate is subject to the form required by law for the act to be practiced. It does not admit to verbal mandate when the act should be celebrated in writing.

Art. 658. The term shall be presumed free of charge when no consideration has been stipulated, except if its object corresponds to those of those that the mandatary treats by a lucrative trade or profession.

Single paragraph. If the mandate is onerous, it will be up to the mandatary for consideration provided for in law or in the contract. Being these missing, it will be either determined by the uses of the place, or, in the absence of these, by arbitrage.

Art. 659. The acceptance of the mandate may be tacit, and results from the beginning of execution.

Art. 660. The mandate may be special to one or more business determinedly, or general to all of the mandant.

Art. 661. The mandate in general terms only confers powers of administration.

§ 1º To divest, mortgage, transigir, or practice other any acts that exhort from the ordinary administration, depends on the proxy of special powers and expressed.

§ 2º The power of transigir does not matter that of firming compromise.

Art. 662. The acts practiced by those who do not have a mandate, or have it without sufficient powers, are ineffective in relation to the one in whose name they were practiced, save if this one ratifies them.

Single paragraph. The ratification must be expressed, or result from an unequivocal act, and will go back to the date of the act.

Art. 663. Where the mandatary stipulates business expressly in the name of the mandant, it shall be the only one responsible; it shall, however, be the representative personally obliged, if it acts in its own name, even if the business is of the mandate of the mandant.

Art. 664. The mandatary has the right to withhold, from the object of the operation he was committed to, how much baste for payment of everything due to him due in consequence of the mandate.

Art. 665. The mandatary who exceeds the powers of the mandate, or proceeding against them, shall be considered as mere business manager, while the mandant does not ratify the acts.

Art. 666. The largest of sixteen and eighteen-year-old non-emancipated may be mandated, but the mandant has no action against him otherwise than compliance with the general rules, applicable to obligations contracted by minors.

Section II

Of The Mandate's obligations

Art. 667. The mandatary is obliged to apply all his customary due diligence in the execution of the mandate, and to indemnify any injury caused by fault of his or that to whom he understabelmed, without authorization, powers he was due to exercise personally.

§ 1º Se, notwithstanding prohibition of the mandant, the mandatary makes himself substitute in the execution of the mandate, he will respond to his constituent for the damage incurred under the management of the substitute, although from fortuitous case, save proving that the case would have overcoming, even if there had been no understaining.

§ 2º Havendo powers of substabelbed, will only be attributable to the mandatary the damage caused by the understabelated, if he acted with guilt in the choice of this or in the instructions given to him.

§ 3º If the prohibition of substabelt appears on the proxy, the acts practiced by the understabelled do not oblique the mandant, unless express ratification, which will go back to the date of the act.

§ 4º Being omitted from the proxy as to the understabeling, the prosecutor will be responsible if the understabelated proceed culposely.

Art. 668. The mandatary is obliged to give accounts of his management to the mandant by transferring him the advantages arising from the mandate, by any title that is.

Art. 669. The mandatary cannot compensate for the damage to which it has given cause with the proceeds which, on the other hand, has been granting to its constituent.

Art. 670. By the sums it was due to hand over to the mandant or received for expense, but it employed to take advantage of its, it will pay the mandatary interest, from the time it abused.

Art. 671. If the mandatary, having funds or credit from the mandant, purchases, on his own behalf, something that he / she should buy for the mandant, because it has been expressly designated in the mandate, he / she will have this action to oblique him to the delivery of the thing purchased.

Art. 672. Being two or more of the appointed tenants in the same instrument, any of them may exercise the powers heard, if they are not expressly declared joint, or specifically designated for different acts, or subordinated to acts successive. If the mandators are declared sets, it will not have effectiveness the act practiced without interference from all, unless there is ratification, which will backtrack at the date of the act.

Art. 673. The third party who, after knowing the powers of the mandatary, with him to celebrate the exorbitant legal business of the mandate, has no action against the mandatary, unless this has promised him ratification of the mandant or held himself personally responsible.

Art. 674. While aware of the death, interdiction, or state change of the mandant, it must the mandatary complete the business already begun, if there is danger in the delay.

Section III

Of the Plaintiff Obligations

Art. 675. The mandant is obliged to satisfy all obligations contracted by the mandatary, in accordance with the mandate conferred, and to advance the importance of the expenses necessary to the execution of it, when the mandated lho requests.

Art. 676. It is obliged the mandant to pay the mandatary the adjusted remuneration and the expenses of the execution of the mandate, even though the business does not arise the expected effect, unless the mandatary is to blame.

Art. 677. The sums in advance by the mandatary, for the implementation of the mandate, shall expire interest since the date of the disbursement.

Art. 678. It is also obligated to the mandant to ressarcate to the mandatary the losses that this would suffer from the execution of the mandate, where it does not result from fault of his or excess of powers.

Art. 679. Even if the mandatary contravenes the instructions of the mandant, if it does not exceed the limits of the mandate, it will be the mandant obliged to those with whom its procurator has hired; but will have against this action for the losses and damages resulting from the failure to comply with the instructions.

Art. 680. If the mandate is heard by two or more persons, and for joint business, each shall be jointly and severally liable to the mandatary for all the commitments and effects of the mandate, save right regressive, for the amounts it pays, against the other mandants.

Art. 681. The mandatary has on the thing that he has possession by virtue of the mandate, right of retention, until he reimburses himself than in the performance of the charge expended.

Section IV

From the Extermination of the Mandate

Art. 682. Cesses the mandate:

I-by the revocation or by the resignation;

II-by the death or interdiction of one of the parties;

III-by the change of state that inabilitites the mandant to confer the powers, or the mandatary to exercise them;

IV-by the expiry of the deadline or by the conclusion of the business.

Art. 683. When the mandate contains the irrevocability clause and the mandant repeals it, it will pay losses and damages.

Art. 684. When the irrevocability clause is a condition of a bilateral business, or has been stipulated in the sole interest of the mandatary, the revocation of the mandate shall be ineffective.

Art. 685. Conferred the mandate with the "in-cause" clause, its revocation will not have any effectiveness, nor will it extinguish itself by the death of either party, by staying the mandatary dispensed to account, and may transfer to you the movable or immovable property object of the mandate, obeyed the legal formalities.

Art. 686. The revocation of the mandate, notified only to the mandatary, cannot be opposed by the third parties who, by ignoring it, in good faith with him have treated; but they shall be saved by the constituent of the shares which in the case may fit him against the prosecutor.

Paragraph single. It is irrevocable the mandate that contains powers of fulfillment or confirmation of business commenced, to which it is found to be bound.

Art. 687. So much so that it is communicated to the mandatary the appointment of another, for the same business, it shall be deemed to be revoked the previous term.

Art. 688. The resignation of the mandate shall be communicated to the mandant, who, if it is impaired by his inopportunity, or for the lack of time, in order to provide for the replacement of the prosecutor, shall be indemnified by the mandatary, unless the latter proves that he could not continue in the mandate without considerable injury, and that it was not given to him to be substabelbed.

Art. 689. They are valid, regarding the contractors in good faith, the acts with these adjusted in the name of the mandant by the mandatary, while the latter ignores the death of that or the extinction of the mandate, by any other cause.

Art. 690. If you fail the mandatary, pending the business to it committed, the heirs, having science of the mandate, will advise the mandant, and will arrange for the sake of it, as the circumstances require.

Art. 691. The heirs, in the case of the antecedent article, should limit themselves to the conservative measures, or continue pending business that if they cannot take without danger, by regulating their services within that limit, by the same standards as those of the mandatary are subject.

Section V

Of The Judicial Mandate

Art. 692. The judicial mandate shall be subordinated to the standards that concern him, constant from the procedural legislation, and, in supplement, to those set out in this Code.

CHAPTER XI

Of The Commission

Art. 693. The commission contract has the object of the acquisition or the sale of goods by the commissioner, in its own name, to the account of the principal.

Art. 694. The commissioner is directly obligated to the people with whom to hire, without these having action against the principal, nor this one against them, save if the commissioner cede their rights to either party.

Art. 695. The Commissioner is obliged to act in accordance with the orders and instructions of the principal, and shall, in the absence of these, not be able to ask them on time, proceed according to the uses in similar cases.

Single Paragraph paragraph. They shall have justified the acts of the commissioner, if there is a result advantage to the principal, and still in the case where, not admitting delay to the realization of the business, the commissioner acted in accordance with the uses.

Art. 696. In the performance of its incumbencies the commissioner is obliged to act with care and diligence, not only to avoid any injury to the principal, but still to provide him with the profit that reasonably could be expected from the business.

Paragraph single. It will respond to the commissioner, unless cause of force majeure, for any injury that, by action or omission, to lead to the principal.

Art. 697. The commissioner does not respond by the insolvency of the persons with whom it is treated, except in the event of guilt and in the following article.

Art. 698. If the commission contract appears in the *del credere*clause, it will respond to the commissioner in solidarity with the persons with which there is treaty on behalf of the principal, in which case, unless otherwise stipulated, the commissioner is entitled to remuneration higher, to compensate for the assumed burden.

Art. 699. It is presumed that the commissioner authorized to grant dilation of the deadline for payment, in the conformity of the uses of the place where the business takes place, if there are no miscellable instructions from the principal.

Art. 700. If there are instructions from the principal prohibiting extension of deadlines for payment, or if this does not go as per the local uses, may the principal require the commissioner to pay incontinenti or respond by the consequences of the dilation granted, by proceeding equally if the commissioner does not give science to the principal of the deadlines granted and who his / her beneficiary is.

Art. 701. Not stipulated the remuneration due to the commissioner, it will be arbitrated by the current uses in the place.

Art. 702. In the case of death of the commissioner, or, when, by reason of force majeany, cannot complete the business, it shall be due by the principal a proportional remuneration to the work carried out.

Art. 703. Even if it has given reason to the dispensation, it will have the right commissioner to be remunerated for the useful services provided to the principal, ressaved to this the right to demand from that the damage suffered.

Art. 704. Unless otherwise provided, it may the principal, at any time, change the instructions given to the commissioner by understanding by them also governed by the pending business.

Art. 705. If the commissioner is discharged without a fair cause, he / she shall be entitled to be remunerated for the work provided, as well as to be ressarated by the losses and damage resulting from his discharge.

Art. 706. The principal and the commissioner are required to pay interest to each other; the first by which the commissioner there is in advance for fulfillment of his orders; and the second by the mora in the delivery of the funds that belong to the principal.

Art. 707. The commissioner's credit, relating to commissions and expenses made, shall enjoy general privilege, in the case of bankruptcy or insolvency of the principal.

Art. 708. For reimbursement of the expenses made, as well as for receipt of the commissions due, it has the right commissioner of retention on the goods and values in its power by virtue of the commission.

Art. 709. They are applicable to the commission, in what couber, the rules on mandate.

CHAPTER XII

From the Agency and Distribution

Art. 710. By the agency contract, a person assumes, in character not eventual and without bond of dependence, the obligation to promote, to the account of another, upon retribution, the realization of certain business, in a given zone, characterizing the distribution when the agent has at your disposal the thing to be negotiated.

Single paragraph. The bidder may empower the agent to have this represent him at the conclusion of the contracts.

Art. 711. Unless adjustment, the bidder may not constitute, at the same time, more than one agent, in the same zone, with identical incumbency; nor can the agent assume the burden of it to handle business of the same gender, to the account of other bidders.

Art. 712. The agent, in the performance that has been committed to him, shall act with all due diligence, attest to the instructions received from the proposer.

Art. 713. Unless otherwise required stipulation, all expenses with the agency or distribution run from the agent or distributor.

Art. 714. Unless you adjust, the agent or distributor will be entitled to the remuneration corresponding to the completed business within your zone, albeit without your interference.

Art. 715. The agent or distributor is entitled to the indemnity if the bidder, without fair cause, ceases the fulfillment of the proposals or reduces it so much that it becomes antieconomic to continuation of the contract.

Art. 716. The remuneration shall be due to the agent also when the business cees to be carried out by fact attributable to the bidder.

Art. 717. Even if dismissed for just cause, it will have the right agent to be remunerated for the useful services provided to the bidder, with no embargo of there being any loss and damage for the damage suffered.

Art. 718. If the dispensation gives itself without fault of the agent, it shall be entitled to the remuneration until then due, including on outstanding business, in addition to the indemniations provided for in special law.

Art. 719. If the agent is unable to continue the work by reason of force majeany, he / she shall be entitled to the remuneration corresponding to the services carried out, and shall be entitled to that right to the heirs in the case of death.

Art. 720. If the contract is for indefinite time, either party may resolve it, upon advance notice of ninety days, provided that it transcend the nature and the vulture of the required investment from the agent.

Paragraph single. In the case of divergence between the parties, the judge will decide the reasonableness of the term and the due value.

Art. 721. They apply to the contract of agency and distribution, in what couber, the rules concerned with the mandate and the commission and the special law constants.

CHAPTER XIII

From Correcting

Art. 722. By the brokerage contract, one person, not connected to another by virtue of tenure, service provision or by any relation of dependency, obliges to obtain for the second one or more business, as per the instructions received.

Art. 723. The broker is obliged to perform the mediation with the due diligence and prudence that the business requires, by paying the customer, spontaneously, all information about the business's progress; it must, still, under penalty of responding for loss and damage, render to the customer all the clarifications that are within their reach, about the safety or risk of the business, of the changes in values and the more that it may influence in the results of the incumbency.

Art. 724. The remuneration of the broker, if it is not fixed in law, nor adjusted between the parties, will be arbitrated under the nature of the business and the local uses.

Art. 725. The remuneration is due to the broker once he has achieved the outcome provided for in the mediation contract, or even if this one did not take effect by virtue of repentance of the parties.

Art. 726. Initiated and completed the business directly between the parties, no remuneration will be due to the broker; but if, in writing, it is adjusted the brokerage with exclusivity, it will have the right broker at full pay, yet realized the business without your mediation, save if proven your inertia or idleness.

Art. 727. If, because there is no given deadline, the business owner dismists the broker, and the business takes place thereafter, as the fruit of its mediation, the brokerage will be due; equal solution if the business takes place if the business takes place after the contractual term, but by the effect of the work of the broker.

Art. 728. If the business concludes with the intermediation of more than one broker, the remuneration will be paid to everyone in equal parts, unless otherwise agreed.

Art. 729. The precepts on brokerage constants of this Code do not exclude the application of other special legislation standards.

CHAPTER XIV

From Transport

Section I

General Provisions

Art. 730. By the contract of transport someone forces themselves, upon retribution, to transport, from one place to another, people or things.

Art. 731. The transport exercised by virtue of authorization, permission or concession, is governed by the regulatory standards and for what is established in those acts, without prejudice to the provisions of this Code.

Art. 732. Transport contracts, in general, are applicable, when couber, provided that they do not contravenes the provisions of this Code, the precepts set out in the special legislation and international treaties and conventions.

Art. 733. In the cumulative transport contracts, each carrier obliges to comply with the contract in respect of the respective pathway, responding for the damage to it caused to persons and things.

§ 1º The damage, resulting from the delay or the interruption of the journey, will be determined on the grounds of the entire course.

§ 2º If there is replacement of any of the transporters in the course of the ride, the sympathetic liability will extend to the substitute.

Section II

From the Transport of People

Art. 734. The transporter responds for the damage caused to the transported persons and their baggage, save for reason of force majeany, being void any exclusiont clause of the liability.

Single paragraph. It is lawful for the carrier to demand the declaration of the value of the baggage in order to set the limit of the indemnity.

Art. 735. The contractual liability of the carrier by accident with the passenger is not elicited by third party guilt, against which it has regressive action.

Art. 736. It does not subordinate to the standards of the transport contract the done free of charge, by friendship or courtesy.

Single paragraph. It is not considered free of charge transport when, although done without pay, the carrier is to earn indirect advantages.

Art. 737. The carrier is subject to the planned schedules and itineraries, under penalty of responding for loss and damage, save for reason of force majeany.

Art. 738. The person carried shall subject to the standards set by the carrier, constants on the ticket or affixed to the sight of the users, abstaining from any acts that cause nuisance or injury to the passengers, damage the vehicle, or make it difficult to or prevent the normal execution of the service.

Single paragraph. If the injury suffered by the person carried is ascribed to the transgression of regulatory norms and instructions, the judge will equitatively reduce the indemnity, to the extent that the victim has been in bankruptcy for the occurrence of the damage.

Art. 739. The transporter may not refuse passengers, unless the cases provided for in the Regulations, or if the hygiene or health conditions of the person concerned are justified.

Art. 740. The passenger is entitled to rescind the transport contract before the journey commenced, by sensing him due to restitution of the value of the passage, provided that the communication to the carrier is made in time to be renegotiated.

§ 1º The passenger is provided to give up the transport, even after the journey commenced, giving him due to restitution of the value corresponding to the unused excerpt, provided that it has been proven that another person has been transported in his place.

§ 2º will not be entitled to the refund of the value of the passage the user who leaves from boarding, unless proved that another person has been transported in his place, in which case it will be restituted to the value of the unused ticket.

§ 3º In the hypotheses provided for in this article, the transporter will be entitled to withhold up to five percent of the importance to be restituted to the passenger, by way of a compensatory fine.

Art. 741. Interrupting the journey for any reason alhedrum to the will of the carrier, albeit in an unpredictable event consequence, is he obliged to complete the contracted transport in another vehicle of the same category, or, with the annuence of the passenger, by different modality, at your expense, running also by your account the expenses of staying and feeding of the user, during the waiting for new transport.

Art. 742. The carrier, once carried out the transport, has a right of retention on the passenger's baggage and other personal objects of this, to ensure that the payment of the value of the pass which has not been made at the beginning or during the course.

Section III

Do Transportation of Things

Art. 743. The thing, delivered to the conveyor, shall be characterized by its nature, value, weight and quantity, and as much as is necessary for it not to be confused with others, and the recipient shall be indicated at least by the name and address.

Art. 744. Upon receiving the thing, the transporter will issue knowledge with the mention of the data that identifies it, obeyed the provisions of special law.

Single paragraph. The carrier may require the sender to hand it, duly signed, the discriminated relationship of the things to be carried, in two ways, one of which, by it duly authenticated, will become an integral part of the knowledge.

Art. 745. In the event of inaccurate information or false description in the document referred to in the preceding article, it shall be the transporter indemnified by the injury suffering, and the respective action shall be helped within the period of one hundred and twenty days, from that act, under penalty of decadence.

Art. 746. It will be possible for the carrier to refuse the thing whose packaging is inadequate, as well as the one that could endanger the health of the people, or damage the vehicle and other goods.

Art. 747. The carrier must compulsorily refuse the thing whose transportation or marketing is not permitted, or that it comes unaccompanied by the documents required by law or regulation.

Art. 748. Until the delivery of the thing, it may the sender give up transportation and order it back, or order it to be handed over to another recipient by paying, in both cases, the expense additions arising from the counterorder, plus the losses and damages that there are.

Art. 749. The transporter will conduct the thing to your destination by taking all the necessary wits to keep it in good condition and deliver it on the adjusted or forecasted deadline.

Art. 750. The responsibility of the carrier, limited to the constant value of the knowledge, begins at the time when he, or his preposers, receive the thing; ends when it is handed over to the recipient, or deposited in judgment, if the one is not found.

Art. 751. The thing, deposited or guarded in the warehouses of the carrier, by virtue of contract of carriage, is governed, in what couber, by the provisions relating to deposit.

Art. 752. Disembarking the goods, the carrier is not obliged to give notice to the consignee, if so it has not been persuaded, depending also on adjustment to home delivery, and must appear in the knowledge of boarding the warning clauses or by delivery the domicile.

Art. 753. If the transport cannot be made or suffers long interruption, the transporter will request, incontinenti, instructions to the sender, and will zelt for the thing, for whose peration or deterioration will respond, save force majeany force.

§ 1º Perdurating the impediment, without reason attributable to the transporter and without manifestation of the sender, can the one deposit the thing in judgment, or sell it, obeyed the legal and regulatory precepts, or the local uses, by depositing the value.

§ 2º If the impediment is the responsibility of the carrier, the latter may deposit the thing, at his or her risk, but may only sell it if perishable.

§ 3º In both cases, the transporter shall inform the sender of the effectivation of the deposit or sale.

§ 4º If the transporter keeps the thing deposited in his own warehouses, he will continue to respond for his guard and conservation, while giving due consideration, however, a remuneration by custody, which may be contractually adjusted or will conform to the uses adopted in each transportation system.

Art. 754. The goods must be delivered to the consignee, or to whom to present the endorsed knowledge, and the one who receives them gives them and submits the claims it has, under penalty of decay of the rights.

Paragraph single. In the case of partial loss or failure not noticeable at first glance, the recipient retains its action against the transporter, provided that he denouncing the damage in ten days from delivery.

Art. 755. There is doubt about who the recipient is, the carrier must deposit the merchandise in judgment, if it is not possible for him to obtain instructions from the sender; if the delay can cause the deterioration of the thing, the carrier should sell it, depositing the balance in judgment.

Art. 756. In the case of cumulative transport, all carriers respond in severance of the damage caused to the sender, reaped the final ascertaining of the responsibility between them, so that the ressarcement falls, per whole, or proportionally, in that or in those in whose pathway the damage occurred.

CHAPTER XV

OF THE INSURANCE

Section I

General Provisions

Art. 757. By the insurance contract, the insurer obliges itself, upon payment of the premium, to ensure legitimate interest of the insured person, relative to person or thing, against predetermined risks.

Single paragraph. It can only be a part, in the insurance contract, as an insurer, entity for such a legally authorized end.

Art. 758. The insurance contract proves to be the display of the policy or insurance ticket, and, in the absence of them, per comprobate document of the payment of the respective premium.

Art. 759. The issuance of the policy should be preceded by a proposal written with the statement of the essential elements of the interest to be guaranteed and of the risk.

Art. 760. The policy or insurance ticket will be nominative, to the order or to the holder, and will mention the risks assumed, the beginning and end of its validity, the limit of the warranty and the premium due, and, when it is the case, the name of the insured person and that of the beneficiary.

Single paragraph. In the insurance of people, the policy or the ticket cannot be to the holder.

Art. 761. When the risk is assumed in co-insurance, the policy will indicate the insurer who will administer the contract and represent the rest, for all its effects.

Art. 762. Null will be the contract for guarantee of risk arising from the doloso act of the insured, the beneficiary, or the representative of one or the other.

Art. 763. You will not be entitled to indemnification the insured person who is in arrean payment of the award, if the claim occurs prior to its purge.

Art. 764. Unless special provision, the fact that if you have not verified the risk, in prediction of which insurance takes place, do not exonerate the insured person from paying the premium.

Art. 765. The insured and the insurer are obliged to guard at the conclusion and execution of the contract, the strictest good faith and truthfulness, both regarding the object and the circumstances and statements to it concernable.

Art. 766. If the insured person, by himself or his representative, makes inaccurate statements or omits circumstances that may influence the acceptance of the proposal or the rate of the award, he / she will lose the right to the warranty, in addition to being obliged to the prize won.

Paragraph single. If the inaccuracy or omission in the statements does not result from the insured person's bad faith, the insurer will be entitled to settle the contract, or to charge it, even after the claim, the difference in the premium.

Art. 767. In the insurance to the account of others, the insurer may object to the insured any defenses it has against the stipulant, for defulfillment of the standards of conclusion of the contract, or payment of the award.

Art. 768. The insured person will lose the right to the warranty if intentionally aggravates the object's risk object.

Art. 769. The insured person is obliged to communicate to the insurer as soon as he knows, every incident susceptible to considerably aggravating the risk covered, under penalty of forfeit the right to the warranty, if it proves that it has silenced in bad faith.

§ 1º The insurer, provided that you do so in the fifteen days following receipt of the notice of the aggravation of the risk without fault of the insured, you can give you science, in writing, of your decision to settle the contract.

§ 2º The resolution will only be effective thirty days after the notification, and it shall be restituted by the insurer the difference of the premium.

Art. 770. Unless otherwise stipulated, the decrease in risk in the course of the contract does not entail the reduction of the stipulated premium; but, if the reduction of the risk is considerable, the insured may require the revision of the award, or the resolution of the contract.

Art. 771. Under penalty of forfeit the right to severance, the insured shall participate the claim to the insurer as soon as he / she knows it, and will take immediate action to alleviate the consequences.

Single paragraph. They run into the account of the insurer, up to the limit set in the contract, the salvage expenses consequent to the claim.

Art. 772. The insurer's mora in paying the claim obliges to the monetary update of the indemnity due second regularly established official indexes, without prejudice to the moratory interest.

Art. 773. The insurer who, at the time of the contract, knows to be past the risk that the insured person intends to cover, and, notwithstanding, expedites the policy, will pay double the stipulated premium.

Art. 774. The tacit reconduct of the contract by the same term, upon express contractual clause, will not be able to operate any more than once.

Art. 775. The authorized agents of the insurer assume their representatives for all acts concerning the contracts that they book.

Art. 776. The insurer is obliged to pay in cash the injury resulting from the assumed risk, unless it is persued to reposition the thing.

Art. 777. The provisions of this Chapter applies, in what couber, to insurance governed by own laws.

Section II

From Damage Insurance

Art. 778. In the insurance of damage, the promised guarantee may not exceed the value of the insured interest at the time of conclusion of the contract, under penalty of the provisions of the art. 766, and without prejudice to the criminal action that in the case of couber.

Art. 779. The risk of insurance will understand all the resulting or consequential damages, such as whether it is the damage occasioned to avoid the claim, to alleviate the damage, or to save the thing.

Art. 780. The duration of the warranty, in the insurance of things carried, begins at the time they are by the incoming carrier, and cesses with their delivery to the consignee.

Art. 781. The indemnity cannot surpass the value of the insured interest at the time of the claim, and, under no circumstances, the maximum limit of the warranty fixed on the policy, save in case of the insurer's default.

Art. 782. The insured person who, in the duration of the contract, intends to obtain new insurance on the same interest, and against the same risk to another insurer, shall beforehand communicate his intention in writing to the former, indicating the sum why he intends to hold back, in order to prove obedience to the provisions of the art. 778.

Art. 783. Unless otherwise stipulated, the insurance of an interest for less than valha carries the proportional reduction of the indemnity, in the case of partial sinister.

Art. 784. It does not include in the warranty the claim provoked by intrinsic addiction to the insured thing, not declared by the insured.

Single paragraph. It is understood by intrinsic addiction the inherent defect of the thing, which one does not normally find in others of the same species.

Art. 785. Unless otherwise stipulated, the transfer of the contract to the third party with the disposal or assignment of the insured interest is admadmitt.

§ 1º If the contractual instrument is nominative, the transfer only produces effects in relation to the insurer upon written notice signed by the transferor and the transferee.

§ 2º The policy or the ticket to the order only transfers by endorsement in black, dated and signed by the endorser and the endossatarium.

Art. 786. Paid the indemnity, the insurer underrots, at the limits of the respective value, in the rights and actions that compete to the insured against the perpetrator of the damage.

§ 1º Unless dolo, the subrogation has no place if the damage was caused by the spouse of the insured person, their descendants or ancestry, consangguous or related.

§ 2º It is ineffective any act of the insured person who decreases or extols, at the injury of the insurer, the rights to which this article relates.

Art. 787. In the liability insurance, the insurer guarantees the payment of losses and damages due by the insured to the third party.

§ 1º As soon as you know the insured of the consequences of act of your own, susceptible to entail you the liability included in the warranty, it will communicate the fact to the insurer.

§ 2º It is defenceless to the insured to acknowledge their responsibility or to confess to the action, as well as to transigir with the third impaired, or to indemnfy it directly, without express annuence from the insurer.

§ 3º Intended the action against the insured, will give this science of the lide to the insurer.

§ 4º will grant the liability of the insured person before the third party, if the insurer for insolvent.

Art. 788. In the legally mandatory liability insurance, claim compensation will be paid by the insurer directly to the third party impaired.

Single paragraph. Demanded in direct action by the victim of the damage, the insurer will not be able to object the unfulfilled contract exception by the insured person, without promoting the citation of this to integrate the adversarial.

Section III

From Insurance of Person

Art. 789. In the insurance of persons, the insured capital is freely stipulated by the bidder, who may hire more than one insurance on the same interest, with the same or multiple insurers.

Art. 790. In insurance over the lives of others, the bidder is obliged to declare, under penalty of falsity, his interest in the preservation of the life of the insured.

Single paragraph. Until proven otherwise, the interest is presumed, when the insured person is spouse, ascendant, or descendant of the bidder.

Art. 791. If the insured person does not waive the faculty, or if the insurance does not have as a cause declared the guarantee of some obligation, it is lawful to replace the beneficiary, per act between living or last-willed.

Single paragraph. The insurer, which is not timely scientiftily of the replacement, shall disoblige by paying the insured capital to the former beneficiary.

Art. 792. In the lack of referral of the person or beneficiary, or if for any reason not prevail to which it is made, the insured capital shall be paid by half to the spouse not judicially separated, and the remainder to the heirs of the insured, obeyed the order of the hereditary vocation.

Single paragraph. In the absence of the persons indicated in this article, they will be beneficiaries of those who prove that the death of the insured person deprived them of the means necessary for subsistence.

Art. 793. It is valid the institution of the companion as a beneficiary, if at the time of the contract the insured person was either judicially separated, or already found himself separated in fact.

Art. 794. In life insurance or personal injury to the case of death, the stipulated capital is not subject to the debts of the insured, nor does it consider inheritance for all the purposes of law.

Art. 795. It is void, in the person's insurance, any transaction for reduced payment of the insured capital.

Art. 796. The award, in life insurance, will be conveniently fixed by limited term, or for the entire life of the insured.

Single paragraph. In any hypothesis, in the individual insurance, the insurer will have no action to charge the winning premium, whose lack of payment, at the time limits provided for, will entail, as it is stipulated, the resolution of the contract, with the restitution of the reserve already formed, or the reduction of the guaranteed capital proportionally to the premium paid.

Art. 797. In life insurance for the case of death, it is lawful to stipulate a grace period, during which the insurer does not respond by the occurrence of the claim.

Single paragraph. In the case of this article the insurer is obliged to return to the beneficiary the amount of the technical reserve already formed.

Art. 798. The beneficiary is not entitled to the stipulated capital when the insured person is suicidal in the first two years of the initial term of the contract, or of his redriving after he suspended, observed the provisions of the single paragraph of the antecedent article.

Single paragraph. Resave the hypothesis provided for in this article, it is void of the contractual clause that excludes the payment of the capital by suicide from the insured.

Art. 799. The insurer cannot evade the payment of the insurance, even if the policy is the restriction, if the death or failure of the insured person to provide the use of riskier means of transport, the provision of military service, the practice of sport, or of acts of humanity in aid of outrain.

Art. 800. In the insurance of persons, the insurer cannot sub-roam in the rights and actions of the insured, or the beneficiary, against the sinister's causer.

Art. 801. The insurance of persons may be stipulated by natural or legal person in a group's advantage that it, in any way, binds to it.

§ 1º The stipulant does not represent the insurer before the insured group, and is the only responsible, for the insurer, for the fulfillment of all contractual obligations.

§ 2º The modification of the policy in force will depend on the express annuence of insured persons representing three quarters of the group.

Art. 802. It is not understood in the provisions of this Section the guarantee of the reimbursement of hospital expenses or medical treatment, nor the costing of the insured and funeral expenses of the insured person.

CHAPTER XVI

From the Constitution of Income

Art. 803. It may one person, by the income constitution contract, oblige to with another one to a periodic provision, free of charge.

Art. 804. The contract may also be the onerous title by handing over movable or immovable property to the person who compels to satisfy the benefits in favour of the creditor or third parties.

Art. 805. Being the contract for onerous title, it may the creditor, when hiring, require the rener to provide him with real guarantee, or fidejussory.

Art. 806. The income constitution contract will be made at the right time, or by life, and may overtake the life of the debtor but not that of the creditor, be it the contractor, be third.

Art. 807. The income constitution contract requires public scripture.

Art. 808. It is void the constitution of income in favor of already deceased person, or that, in the following thirty days, it comes to be passed away from molecule that it already suffered, when the contract was concluded.

Art. 809. The goods given in compensation of the rent fall, from tradition, in the domain of the person who by that compelled himself.

Art. 810. If the renown, or censuary, ceases to comply with the stipulated obligation, it may the creditor of the income trigger it, both so that it pays him the delayed benefits and to give him guarantees of the future, under penalty of termination of the contract.

Art. 811. The creditor acquires the right to income day by day, if the benefit is not to be paid in advance, at the beginning of each of the prefixed periods.

Art. 812. Where the income is constituted for the benefit of two or more persons, without determination on the part of each, it is understood that their rights are equal; and, unless otherwise stipulated, they shall not acquire the right overliving on the part of those who die.

Art. 813. The income consisting of free title may, by act of the institutor, be exempt from all pending and future executions.

Single paragraph. The exemption provided for in this article prevails in full entitlement in favor of the montepes and food pensions.

CHAPTER XVII

From the Game and the Aposture

Art. 814. Gambling or gambling debts do not require payment; but you cannot re-charge the amount, which voluntarily paid off, unless it was won by dolo, or if the pertooth is less or interstated.

§ 1º Extends this provision to any contract that encrops on or involves recognition, novation, or gambling debt bail; but the resulting nullity cannot be opposed to the third in good faith.

§ 2º The precept contained in this article has application, albeit treat yourself to non-prohibited gambling, only by exceeding the games and betting legally allowed.

§ 3º Exceed, equally, the prizes offered or promised to the winner in competition of a sporting, intellectual or artistic, provided that the interested parties submit to the legal and regulatory requirements.

Art. 815. You can't demand a refund of what you borrowed for gambling or betting, in the act of betting or gambling.

Art. 816. The provisions of the arts. 814 and 815 do not apply to contracts on scholarship securities, goods or values, where they stipulate settlement solely for the difference between the adjusted price and the quotation they have at the maturity of the adjustment.

Art. 817. The draw to address issues or divide common things considers itself to be system of sharing or transaction process, as the case may be.

CHAPTER XVIII

OF BAIL

Section I

General Provisions

Art. 818. By the bail contract, a person guarantees to satisfy the creditor an obligation assumed by the debtor, if the latter does not comply with it.

Art. 819. The bail will give itself in writing, and does not admit to extensive interpretation.

Art. 820. One can stipulate bail, even if without consent from the debtor or against their will.

Art. 821. Future debts may be the object of bail; but the guarantor, in this case, will not be demanded else but after it is made certain and net the obligation of the principal debtor.

Art. 822. Not being limited, the bail will understand all the accessories of the main debt, including the judicial expenses, from the quotation of the guarantor.

Art. 823. Bail may be of lesser value to that of the principal obligation and contracted under less onerous conditions, and, when it exceeds the value of the debt, or is more onerous than it, it will not be worth it but until the limit of the sharp obligation.

Art. 824. Void obligations are not susceptible to bail, except if the nullity results only from personal disability of the debtor.

Single paragraph. The exception set out in this article does not cover the case of mutual made the minor.

Art. 825. When someone there is to offer guarantor, the creditor may not be required to accept him if he / she is not an elderly person, domiciled in the municipality where he / she has to provide bail, and does not possess sufficient goods to fulfill the obligation.

Art. 826. If the guarantor becomes insolvent or incapable, it can the creditor demand that it be replaced.

Section II

Of The Effects of Fiance

Art. 827. The guarantor demanded by the payment of the debt shall be entitled to demand, until the dispute of the lide, to be first executed the debtor's assets.

Single paragraph. The guarantor who alleges the benefit of order, referred to in this article, shall appoint debtor's goods, sitos in the same municipality, free and landed, how many bastes to solver the debit.

Art. 828. Do not take advantage of this benefit to the guarantor:

I-if he has expressly waived it;

II-if it has compelled itself as the primary payer, or sympathetic debtor;

III-if the debtor is insolvent, or bankrupted.

Art. 829. The bail jointly provided at a single debit by more than one person matters the commitment of solidarity between them, if they declare themselves not to reserve the benefit of division.

Single paragraph. Stipulated this benefit, each guarantor responds solely by the party which, in proportion, has couched it in the payment.

Art. 830. Each guarantor may set in the contract the part of the debt it takes under its responsibility, in which case it will not be for the most thanks.

Art. 831. The guarantor who pays the debt in full becomes subrogated in the rights of the creditor; but can only demeanate each of the other guarantors by the respective quota.

Single paragraph. The part of the insolvent guarantor will distribute themselves by the others.

Art. 832. The debtor also responds to the guarantor for all the losses and damages that this one pays, and for those who suffer on the grounds of bail.

Art. 833. The guarantor is entitled to the interest of the disbursement by the fee stipulated in the principal obligation, and, by no convent fee, to the legal interest of the mora.

Art. 834. When the creditor, without just cause, takes the execution initiated against the debtor, the guarantor will be able to promote him the progress.

Art. 835. The guarantor will be able to exonerate himself from the bail he has signed without limitation of time, whenever it comes to him, by staying obliged for all the purposes of the bail, for sixty days after the creditor's notification.

Art. 836. The bond of the guarantor passes to the heirs; but the liability of the bail is limited to the time elapsed until the death of the guarantor, and cannot overtake the forces of the inheritance.

Section III

From the extinction of the Bail

Art. 837. The guarantor may object to the creditor the exceptions that are personal to him, and the extinguishing of the obligation which compete to the principal debtor, if they do not simply provide for personal disability, save the case of the mutual made the person minor.

Art. 838. The guarantor, albeit sympathetic, will be discompelled:

I-if, without consent thereof, the creditor grants moratorium to the debtor;

II-if, on the fact of the creditor, it is impossible to sub-rogate us in their rights and preferences;

III-if the creditor, in payment of the debt, accept amicably from the debtor object diverse than this one was obliged to give him, yet thereafter come to lose him by eviction.

Art. 839. If it is invoked the benefit of the excuses and the debtor, retarding the execution, falls into insolvency, he will be exonerated the guarantor who invoked it, if he proves that the goods by him indicated were, at the time of the penhour, sufficient for the debt solution sharpened.

CHAPTER XIX

From Transaction

Art. 840. It is lawful for those concerned to prevent or terminate the dispute by mutual concessions.

Art. 841. Just how much private character heritage rights allows for the transaction.

Art. 842. The transaction will go through public deed, in the obligations under which the law requires it, or by particular instrument, in which it admits it; whether it falls upon rights challenged in judgment, it will be made by public writing, or by term in the autos, signed by the transignees and homologated by the judge.

Art. 843. The transaction interprets itself restrictively, and for it does not convey itself, only if they declare or recognize rights.

Art. 844. The transaction does not take advantage of, nor damages otherwise to those who intervene, yet it relates to the indivisible thing.

§ 1º If it is concluded between the creditor and the debtor, it will disforce the guarantor.

§ 2º Se between one of the solidary creditors and the debtor, extinguish the obligation of this to the other creditors.

§ 3º If between one of the supportive debtors and their creditor, extinguish the debt towards the co-debtors.

Art. 845. Given the evictions of the thing waived by one of the transignees, or by it transferred to the other party, it does not revive the extinguished obligation by the transaction; but to evictus it is up to the right to claim loss and damage.

Single paragraph. If one of the bystanders acquire, after the transaction, new right on the thing waived or transferred, the transaction made does not inhibit it from exercising it.

Art. 846. The transaction concerndto obligations resulting from an offence does not extinguish the public criminal action.

Art. 847. It is admissible, in the transaction, the conventional penalty.

Art. 848. Being void any of the clauses of the transaction, void will be this.

Single paragraph. When the transaction versed over multiple contested rights, independent of each other, the fact that it does not prevail in relation to one will not harm the rest.

Art. 849. The transaction only dwarf by dolo, coating, or essential error as to the person or controversial thing.

Single paragraph. The transaction does not annuate by error of law regarding the issues that were the subject of controversy between the parties.

Art. 850. It is void the transaction regarding the dispute decided by past sentence on trial, if it had no science at all from the translators, or when, by subsequent title uncovered, if it was found that none of them had a right on the object of the transaction.

CHAPTER XX

From Appointment

Art. 851. It is admitted commitment, judicial, or extrajudicial, to resolve disputes between people who may hire.

Art. 852. It is vehement commitment to solution of state issues, of personal family law and of others that do not have a strictly heritage character.

Art. 853. It is admitted in the contracts to the arbitration clause, to resolve differences by arbitral judgment, in the form set out in special law.

Title VII

Of The Unilateral Acts

CHAPTER I

From the Promise of Reward

Art. 854. The one who, by public announcements, commits to rewarding, or gratifying, to whom he fulfills certain condition, or performs certain service, contracts with obligation to fulfill the promised.

Art. 855. Whoever, in the terms of the antecedent article, does the service, or satisfies the condition, albeit not by the interest of the promise, will be able to demand the stipulated reward.

Art. 856. Prior to providing the service or fulfilled the condition, it may the promitent revoke the promise, provided that it does so with the same publicity; if there is signed deadline for the execution of the task, it will understand that it renounces the arbitrio of withdrawing, during it, the offer.

Single paragraph. The candidate of good faith, who will have made expenses, will be entitled to reimbursement.

Art. 857. If the act contemplated on the promise is practiced by more than one individual, it will be entitled to the reward what it first performed it.

Art. 858. Being concurrent to execution, each will touch equal quinlion in the reward; if this is not divisible, it will confer upon draw, and what gets the thing will give the other the value of its quinlion.

Art. 859. In contests that open with public promise of reward, it is essential condition, to be worth, the fixation of a deadline, observed also the provisions of the following paragraphs.

§ 1º The decision of the appointed person, in the advertisements, as a judge, obliges those interested.

§ 2º In a lack of person designated to judge the merit of the works they present themselves, it will be understood that the promitent has reserved that function.

§ 3º Se the work shall have equal merit, shall proceed in accordance with the arts. 857 and 858.

Art. 860. The award-winning works, in the contests of which it treats the antecedent article, will only become belonging to the promitent, if so stipulated in the publication of the promise.

CHAPTER II

From Business Management

Art. 861. The one who, without permission from the person concerned, intervenes in the management of business alheio, shall drive it in the interest and the presumptive will of his owner, by staying responsible for this and the people with whom it is to handle.

Art. 862. If the management was initiated against the express or presumed will of the person concerned, it will answer the manager even by the fortuitous cases, not proving that they would have overcoming, even when there was gunning down.

Art. 863. In the case of the antecedent article, if the damage of the management exceeds its advantage, it may the owner of the business require the manager to refund things to the previous state, or the indenize of the difference.

Art. 864. So much that you can, you will communicate the manager to the owner of the business the management you have taken over, I will await you the answer, if the wait does not result in danger.

Art. 865. As long as the owner does not arrange it, he will ensure the manager by the business, until he is carried out, waiting, if the one will be deceased during the management, the instructions of the heirs, without taking off, however, of the measures that the case complains.

Art. 866. The manager will make all his usual due diligence in the administration of the business, ressaring to the owner the injury resulting from any fault in the management.

Art. 867. If the manager makes himself substitute for others, he will respond by the surrogate's flawed, yet he is an elderly person, without prejudice to the action that he, or the owner of the business, against it can fit.

Single paragraph. If there is more than one manager, sympathetic will be your responsibility.

Art. 868. The manager responds by the fortuitous case when he makes risky operations, yet the owner would often do them, or when he preterests interest from this in advantage of interests of his own.

Single paragraph. Wanting the owner to take advantage of the management, he / she will be obliged to indemnify the manager of the necessary expenses, which he has done, and the damage, which by reason of the management, there is suffered.

Art. 869. If the business is usefully administered, it will fulfill the owner the obligations incurred in his name, reimbursing to the manager the necessary or useful expenses that there have been made, with the legal interest, since the disbursement, replying still for the damage that this has been suffered because of the management.

§ 1º The usefulness, or necessity, of the expenditure, will appreciate not for the result obtained, but under the circumstances of the occasion when they do.

§ 2º It beams the provisions of this article, still when the manager, in error as to the owner of the business, gives the other person the accounts of the management.

Art. 870. The provision of the antecedent article applies, when the management proposes to accrate to imminent damage, or redunks to the advantage of the business owner or the thing; but the indemnity to the manager will not exceed, in importance, the advantages obtained with the management.

Art. 871. When someone, in the absence of the individual obliged to food, for him to give them to whom they are due, he will be able to reaver from the debtor the importance, even if this one does not ratify the act.

Art. 872. In the expenses of the burial, proportionate to the local uses and the condition of the deceased, made by third party, may be charged to the person who would have the obligation to feed the one who came to be deceased, even if this one did not leave goods.

Paragraph single. It shunts the willing in this article and in the antecedent, in proving that the manager made those expenses with the simple intent of well-making.

Art. 873. The pure and simple ratification of the business owner retroacts to the day of the beginning of the management, and produces all the effects of the mandate.

Art. 874. If the owner of the business, or of the thing, disapproves of the management, considering it contrary to his interests, he will vigorously pursue the willing of the arts. 862 and 863, save the established in the arts. 869 and 870.

Art. 875. If the alhedant business is related to that of the manager, of such art that if they are unable to manage separately, there shall be the manager by partner of that whose agencer interests of engaging with his / her.

Single paragraph. In the case of this article, the one in whose benefit intervened the manager is only obligated on the reason of the advantages that lol.

CHAPTER III

Of The Indue Payment

Art. 876. Everyone who received what was not due to him is obliged to refund; obligation incumbent on the one who receives conditional debt before he has complied with the condition.

Art. 877. To the one who voluntarily paid the undue rests the proof of having it done by error.

Art. 878. To the fruits, accessions, benefactions and deteriorations overcoming the thing given in undue payment, the provisions of this Code shall apply to the possessor in good faith or in bad faith, as the case may be.

Art. 879. If the one who improperly received an immovable has disposed of it in good faith, by onerous title, it responds only by the amount received; but, if acted in a bad faith, in addition to the value of the immovable, it accounts for losses and damages.

Para. single. If the immovable was disposed of by free title, or if, disposed of by onerous title, the third acquirer acted in a bad faith, it is up to the one who paid for error the right to claim.

Art. 880. It is exempt from restituting undue payment the one who, receiving it as part of true debt, unutilized the title, let it prescribe the pretense or opened up the guarantees that ensured his right; but the one who paid for it regressive against the real debtor and his fiber.

Art. 881. If the undue payment has consisted of the performance of obligation to do or to evade the obligation not to do, the one who received the benefit is in the obligation to indemnify what has complied with it, in the measure of the profit obtained.

Art. 882. You cannot repeat what you have paid for to unlever prescribed debt, or to comply with a judicially indebted obligation.

Art. 883. You will have no right to repeat the one who gave something to obtain illicit, immoral, or prohibited by-law.

Single paragraph. In the case of this article, what has been given will revert in favor of local establishment of beneficence, at the discretion of the judge.

CHAPTER IV

Do Enrichment Without Cause

Art. 884. The one who, without just cause, enriches himself at the expense of others, will be obliged to restitute the improperly earned, made the updating of monetary values.

Single paragraph. If the enrichment has per object thing determined, whoever received it is obliged to refund it, and, if the thing no longer subsists, restitution will be made for the value of the good at the time it was required.

Art. 885. The restitution is due, not only when there has been no cause justifying enrichment, but also if this one ceased to exist.

Art. 886. It will not fit the restitution for enrichment, if the law confers on the injured other means to ressarcate from the injury suffered.

TITLE VIII

Of The Credit Titles

CHAPTER I

General Provisions

Art. 887. The title of credit, document required for the exercise of the literal and autonomous right in it contained, only produces effect when it fulfills the requirements of the law.

Art. 888. The omission of any legal requirement, which takes in writing its validity as a credit title, does not imply the invalidity of the legal business that gave rise to it.

Art. 889. It should the credit title contain the date of the issue, the precise indication of the rights it confers, and the signing of the issuer.

§ 1º It is in sight the credit title that does not contain any indication of maturity.

§ 2º It is considered place of issue and payment, when not indicated in the title, the domicile of the issuer.

§ 3º The title may be issued from the characters created in computer or technical medium equivalent and which build on the issuer's bookkeeping, observed the minimum requirements set out in this article.

Art. 890. They are deemed not to be written in the title to the interest clause, the prohibitive endorsement, the exclusionary of liability for payment or for expenses, to which dispense with the observance of prescribed terms and formality, and to which, in addition to the limits set in law, excludes or restricts rights and obligations.

Art. 891. The credit title, incomplete to the time of the issue, shall be completed in accordance with the adjustments carried out.

Single paragraph. The unfulfillment of the adjustments provided for in this article by those of them participated, does not constitute grounds for opposition to the third holder, unless this one, when acquiring the title, has acted in a bad faith.

Art. 892. The one who, without having powers, or exceeding those who has, casts his signature on credit title, as a mandatary or a representative of outrain, is personally obliged, and, paying the title, has him the same rights as would have the alleged mandant or represented.

Art. 893. The transfer of the title of credit implies that of all the rights attached to it.

Art. 894. The representative title bearer of merchandise has the right to transfer it, in accordance with the standards governing its circulation, or to receive that regardless of any formalities, in addition to the delivery of the title duly quipped.

Art. 895. As long as the credit title is in circulation, it can only be given in warranty, or be the subject of judicial measures, and not, separately, the rights or goods it represents.

Art. 896. The credit title cannot be claimed from the holder who has acquired it in good faith and in the compliance of the standards that discipline its circulation.

Art. 897. The credit title payment, which contains obligation to pay determined sum, can be guaranteed by avail.

Single Paragraph. It is vetted the partial avail.

Art. 898. The endorsement must be given on the reverse or the anverse of the title itself.

§ 1º For the validity of the endorsement, given in the anverse of the title, it is sufficient the simple signature of the guarantor.

§ 2º It is deemed not to be written the avail cancelled.

Art. 899. The guarantor equates to the one whose name indicates; in the lack of referral, to the issuer or final debtor.

§ 1º Paying the title, has the guarantor of return action against its avalized and too many previous coobligates.

§ 2º Grants the responsibility of the guarantor, yet it nullified the obligation of the one to whom it is equated, unless the nullity decorates it of form.

Art. 900. The avail subsequent to the maturity produces the same effects as the previously given.

Art. 901. It is validly unburdened the debtor who pays credit title to the rightful bearer, at maturity, without opposition, unless he acted in a bad faith.

Single paragraph. Paying, can the debtor require from the creditor, in addition to the delivery of the title, regular discharge.

Art. 902. It is not the creditor obliged to receive the payment before the expiry of the title, and the one who pays it, before maturity, is liable for the validity of the payment.

§ 1º At maturity, it cannot the creditor refuse payment, yet partial.

§ 2º In the case of partial payment, where if it does not operate the tradition of the title, in addition to the separate discharge, another should be firmed up in the title itself.

Art. 903. Unless otherwise stipulated in special law, the credit securities are governed by the provisions of this Code.

CHAPTER II

From the Title to the Holder

Art. 904. The transfer of title to the bearer takes place by simple tradition.

Art. 905. The holder of title to the holder is entitled to the provision in it indicated, upon its simple submission to the debtor.

Single paragraph. The provision is due further that the title has entered into circulation against the will of the issuer.

Art. 906. The debtor will only be able to object to the excepting holder founded on personal law, or in nullity of his obligation.

Art. 907. It is void the title to the holder issued without special law authorization.

Art. 908. The dilacerated, yet identifiable title possessor is entitled to obtain from the issuer the replacement of the previous one, upon the restitution of the former and the payment of the expenses.

Art. 909. The owner, who loses or extrusses title, or is unjustly discharged from it, will be able to obtain new title in judgment as well as prevent being paid to hear capital and income.

Single paragraph. The payment, made before having science of the action referred to in this article, exonerates the debtor, save if it proves that he was aware of the fact.

CHAPTER III

From Title To Order

Art. 910. The endorsement shall be cast by the endorser on the reverse or anverse of the title itself.

§ 1º May the endorser designate the endossatarium, and for the validity of the endorsement, given in the reverse of the title, is sufficient the simple signature of the endorsement.

§ 2º The transfer by endorsement completes with the tradition of the title.

§ 3º An unwritten endorsement is deemed not to have written the cancelled endorsement, either fully or partially.

Art. 911. It is considered legitimate to possess the bearer of the title to the order with regular and uninterrupted series of endorsements, even if the latter is blank.

Single paragraph. The one who pays for the title is bound to check the regularity of the series of endorsements, but not the authenticity of the signatures.

Art. 912. It is considered unwritten in the endorsement of any condition to which the subordination the endorser.

Single paragraph. It is void the partial endorsement.

Art. 913. The blank endorsement endorsement can change you to endorsement in black, by completing it with your name or third; you can endorse the title again, either blank or in black; or you can transfer it without new endorsement.

Art. 914. Ressaved express clause to the contrary, constant of the endorsement, does not respond to the endorsement of the fulfillment of the constant provision of the title.

§ 1º Taking responsibility for the payment, the endorser becomes debtor sympathetic.

§ 2º Paying the title, has the endorsement action of return against the previous coobligates.

Art. 915. The debtor, in addition to the exceptions founded on the personal relationships he has with the holder, may only object to this the exceptions relating to the form of the title and its literal contents, the falsity of the signature itself, the defect of capacity or of representation at the time of subscribing, and to the lack of requirement required when exercising the action.

Art. 916. The exceptions, founded on the debtor's relationship with the preceding bearers, will only be able to be by him opposite the holder, if this one, upon acquiring the title, has acted in a bad faith.

Art. 917. The constitutive clause of mandate, cast in the endorsement, confers on the endorsement the exercise of the rights inherent in the title, unless expressly constrained.

§ 1º The endorsement of endorsement-mandate may only endorse again the title in the quality of the prosecutor, with the same powers he has received.

§ 2º With the death or the supervenient inability of the endorser, it does not lose effectiveness the endorsement-mandate.

§ 3º Can the debtor object to endorsement endorsement-mandate only the exceptions it has against the endorser.

Art. 918. The constitutive clause of pledge, cast in the endorsement, confers on the endossatary the exercise of the rights inherent in the title.

§ 1º The endorsement of endorsement-pawn can only endorse the title again in the quality of solicitor.

§ 2º Cannot the debtor object to the endorsement of endorsement-pawn the exceptions it had against the endorser, save if the one has acted in a bad faith.

Art. 919. The acquisition of title to the order, by amusing the endorsement, has effect of civil cession.

Art. 920. The endorsement subsequent to the maturity produces the same effects as the previous one.

CHAPTER IV

From the Nominative Title

Art. 921. It is nominative title the issued in favor of person whose name consents to the issuer's record.

Art. 922. It transfers the nominative title upon term, on record of the issuer, signed by the owner and the acquirer.

Art. 923. The nominative title may also be transferred by endorsement containing the name of the endossatarium.

§ 1º The transfer upon endorsement is only effective before the issuer, once the competent aversion has been made on its record, may the issuer require the endossatary to prove the authenticity of the endorser's signature.

§ 2º The endossatary, legitimized by regular and uninterrupted series of endorsements, has the right to obtain the averbation in the record of the issuer, proven the authenticity of the signatures of all endorsers.

§ 3º Should the original title contain the name of the primitive owner, it is entitled to the purchaser to obtain from the issuer new title, in his name, owing to the issuance of the new title on the record of the issuer.

Art. 924. Resaved legal prohibition, it may the nominative title be turned into the order or the bearer, at the request of the owner and at his expense.

Art. 925. It shall be disonerated of liability for the issuer that in good faith makes the transfer by the modes indicated in the background articles.

Art. 926. Any business or judicial measure, which has the object of the title, only produces effect before the issuer or third party, once the competent averbation in the issuer's record is made.

TITLE IX

Da Civil liability

CHAPTER I

From the obligation to Indenize

Art. 927. The one who, by the illicit act (arts. 186 and 187), cause harm to be heard, is obliged to repair it.

Single paragraph. There will be an obligation to repair the damage, regardless of guilt, in the cases specified in law, or when the activity normally developed by the author of the damage implicates, by its nature, risk to the rights of others.

Art. 928. The unable responds for the damage it causes, if the persons by it responsible do not have an obligation to do so or do not dispose of sufficient means.

Single paragraph. The indemnity provided for in this article, which is to be equitative, will not take place if it deprives of the necessary the incapable or the people whom it depends on.

Art. 929. If the aggrieved person, or the owner of the thing, in the case of the inciso II of the art. 188, shall not be guilty of the danger, shall attend them right to the compensation of the injury they have suffered.

Art. 930. In the case of the inciso II of the art. 188, if the danger occurs by third party guilt, against this one will have the author of the regressive action to be given the importance that has ressarated to the aggrieved.

Single paragraph. The same action will compete against that one in defense of who has caused the damage (art. 188, inciso I).

Art. 931. Ressalvaged other cases provided for in special law, individual entrepreneurs and companies respond regardless of guilt for the damage caused by the products put into circulation.

Art. 932. They are also responsible for the civil repair:

I-the parents, for the minor children who are under their authority and in their company;

II-the tutor and the curator, by the pupils and curatelates, who se find under the same conditions;

III-the employer or principal, by their employees, servitizers and preposers, in the exercise of the work that will compete them, or on the grounds of it;

IV-the hotel owners, hostels, houses or establishments where hostel for money, even for the purposes of education, by its guests, residents and educands;

V-those who free of charge housed in the proceeds of the crime, up to the competitor amount.

Art. 933. The persons indicated in the incisors I to V of the antecedent article, even if there is no fault of their part, will respond by the acts practiced by the third parties there.

Art. 934. The one who ressarates the damage caused by others may reaver whatever there is paid from that by whom it paid, save if the causer of the damage is descended his, absolute or relatively incapable.

Art. 935. The civil liability is independent of the criminal, one may not question more about the existence of the fact, or about who its author is, when these questions are found to be decided in criminal judgment.

Art. 936. The owner, or holder, of the animal will ressarate the damage by this caused, if it does not prove guilt of the victim or force majeany.

Art. 937. The building's owner or construction responds for the damage that results from its ruin, if this provier of lack of repairs, the necessity of which was manifest.

Art. 938. The one who inhabits building, or part of it, responds by the damage arising from the things that his fall or are thrown in place undue.

Art. 939. The creditor who demeans the debtor before he wins the debt, outside the cases in which the law allows him, will be obliged to wait for the time it was lacking for the due, to discount the corresponding interest, although stipulated, and to pay the costs in double.

Art. 940. The one who dems for debt already pays, in whole or in part, without ressaving the amounts received or asking for more than due, will be obliged to pay the debtor, in the first case, twice as much as there is charged and, in the second, the equivalent of what of it require, save if there is a prescription.

Art. 941. The penalties provided for in the arts. 939 and 940 shall not apply when the author quits the action before contesting the lide, unless the defendant is entitled to be indemnitiated for some prejudice that proves to have suffered.

Art. 942. The goods of the responsible for the offence or violation of the right of others shall become subject to the reparation of the damage caused; and, if the offence has more than one author, everyone shall respond in solidarity with the remedy.

Single Paragraph. They are jointly and severally responsible with the authors the co-authors and the persons designated in the art. 932.

Art. 943. The right to demand redress and the obligation to presage it forward with the inheritance.

CHAPTER II

From Indenization

Art. 944. The indemnity measures itself by the extent of the damage.

Single paragraph. If there is excessive disproportion between the severity of the blame and the damage, it could the judge reduce, equitatively, the severance.

Art. 945. If the victim has competed culary for the damaging event, his severance will be fixed by taking into account the severity of his guilt in confrontation with that of the perpetrator of the damage.

Art. 946. If the obligation is undetermined, and there is no law or contract provision fixing the indemnity due by the defaulting, it will establish the value of the losses and damages in the form that the procedural law determines.

Art. 947. If the debtor is unable to comply with the provision in the adjusted species, he shall replace it with its value, in current currency.

Art. 948. In the case of homicide, the indemnity consists, without excluding other reparations:

I-in the payment of the expenses with the treatment of the victim, his funeral and the family's mourning;

II-in the provision of food to the people to whom the dead owed them, taking into account the likely lifetime of the victim's life.

Art. 949. In the case of injury or other offence to health, the offender will inquest the offending of the expenses of the treatment and the outgoing profits until the end of the convalescence, in addition to some other prejudice that the offender proves to have suffered.

Art. 950. If the offence results in defect by which the offending may not exercise his or her trade or profession, or if it diminish the ability to work, the severance, in addition to the expenses of the treatment and disposable profits until the end of the convalescence, will include pension corresponding to the importance of the work so that it has become disabled, or of the depreciation that it has undergone.

Single paragraph. The impaired, if preferred, may require that the severance be arbitrated and paid out at one time.

Art. 951. The willing in the arts. 948, 949 and 950 applies still in the case of compensation due by the one who, in the exercise of professional activity, for negligence, recklessness or imperfection, cause the death of the patient, aggravate him the harm, cause him injury, or inability-cause him to the work.

Art. 952. By usurping or shaving of the alheio, in addition to the restitution of the thing, the indemnity will consist of paying the value of its deteriorations and the due for the title of disposable profits; missing the thing, it shall be due to repay its equivalent to the impaired.

Single paragraph. To restitute the equivalent, when there is no one's own thing, it will estimate it for its ordinary price and the affection, provided that this one does not avantage to that.

Art. 953. Indemnification for injury, defamation or slander will consist in the redress of the damage that will result in the offence.

Single paragraph. If the offending is unable to prove material injury, it will be up to the judge to fix, equitatively, the value of the indemnity, in the conformity of the circumstances of the case.

Art. 954. Indemnification for the offence of personal liberty shall consist in the payment of the losses and damages that survive the offence, and if the latter is unable to prove injury, it shall have application the provisions of the single paragraph of the antecedent article.

Paragraph single. They consider themselves offensive of personal liberty:

I-the private prison;

II-the arrest on complaint or false complaint and of bad-faith;

III-the illegal arrest.

TCHAPTER X

Of The Preferences and Receivables Privileges

Art. 955. It proceeds to the declaration of insolvency every time the debts exceed the importance of the debtor's assets.

Art. 956. The discussion between the creditors can versed either on the preference between them disputed, whether on the nullity, simulation, fraud, or falsity of the debts and contracts.

Art. 957. There is no legal title to the preference, they will have the equal creditors right on the common debtor's goods.

Art. 958. The legal titles of preference are the privileges and the real rights.

Art. 959. They retain their respective rights the creditors, mortgages or privileged:

I-about the insurance price of the thing engraved with mortgage or privilege, or on the indemnity due, where there is responsible for the loss or damage of the thing;

II-about the value of the indemnity, if the thing obligated the mortgage or privilege is to be misappropriated.

Art. 960. In the cases referred to in the antecedent article, the debtor of insurance, or indemnification, exonerates himself by paying unopposed by the mortgage lenders or privileged.

Art. 961. The actual credit prefers to the personnel of any kind; the privileged personal credit, to the simple; and the special privilege, to the general.

Art. 962. When they compete for the same goods, and by equal title, two or more creditors of the same especially privileged class, there will be among them prorogation proportional to the value of the respective credits, if the product does not suffice for the full payment of all.

Art. 963. The special privilege only comprises the subject goods, by express provision of law, to the payment of the credit he favors; and the general, all goods not subject to actual credit nor special privilege.

Art. 964. They have special privilege:

I-about the thing raised and settled, the creditor of expense and judicial expenses made with the fundraising and liquidation;

II-about the salvaged thing, the creditor for expenses of rescue;

III-about the benefited thing, the creditor for necessary or useful benefactions;

IV-about the rustic or urban buildings, factories, workshops, or any other constructions, the creditor of materials, money, or services for their edification, reconstruction, or improvement;

V-on the agricultural fruits, the creditor by seeds, instruments and services to culture, or to the harvest;

VI- on the tailings and utensils of domestic use, in the rustic or urban buildings, the rental creditor, as to the benefits of the current year and the previous;

VII-on the copies of the existing work on the mass of the publisher, the author of it, or its legitimate representatives, by the credit founded against the one in the contract of the edition;

VIII-on the product of the harvest, for which there is concorde with its work, and preciously to any others credits, even if real, the farm worker, as to the debt of their salaries.

Art. 965. Enjoys general privilege, in the following order, on the debtor's estate:

I-the credit for expense of his funeral, made second to the condition of the dead and the custom of the place;

II-credit for the expense judicial, or for expenses with the fundraising and settlement of the mass;

III-the credit for expenses with the mourning of the surviving spouse and the children of the deceased debtor, if they were moderated;

IV-the credit by expenses on the sickness of which he passed away the debtor, in the semester prior to his death;

V-credit for the necessary expenses to the manteness of the deceased debtor and his family, in the quarter prior to the demise;

VI-the credit for taxes owed to the Public Finance, in the current year and in the previous;

VII-the credit for the wages of the employees of the debtor's domestic service, in its spills six months of life;

VIII-the remaining credits of general privilege.

BOOK II

From the Company Law

Ttitle I

From the Entrepreneur

CHAPTER I

From Characterization and Enrollment

Art. 966. It is considered to be entrepreneur who exercises professionally organized economic activity for the production or circulation of goods or services.

Single paragraph. It does not consider itself to be an entrepreneur who exercises intellectual, scientific, literary or artistic profession, still with the contest of auxiliaries or collaborators, unless the exercise of the profession constitutes an element of enterprise.

Art. 967. It is mandatory to enroll the entrepreneur in the Public Register of Mercantile Companies of the respective headquarters, prior to the beginning of his activity.

Art. 968. The enrolment of the entrepreneur will be on an application containing:

I-your name, nationality, domicile, marital status and, if married, the regime of goods;

II-the firm, with the respective signing up autographene;

III-the capital;

IV-the object and the company's registered office.

§ 1º With the indications set out in this article, enrollment will be taken by term in the book own from the Public Registry of Mercantile Companies, and will obey the continuous order number for all registered entrepreneurs.

§ 2º On the margin of enrollment, and with the same formalities, any modifications will be averaged in it occurrences.

Art. 969. The entrepreneur who institute branch, branch office or agency, in place subject to the jurisdiction of another Public Registration of Mercantile Companies, in this must also sign up, with proof of the origination originated.

Single Paragraph. In any case, the constitution of the secondary establishment is to be averaged in the Public Register of Mercantile Companies of the respective headquarters.

Art. 970. The law will ensure favored treatment, differentiated and simplified to the rural entrepreneur and small business owner, as to the inscription and the effects arising therefrom.

Art. 971. The entrepreneur, whose rural activity constitutes his main profession, can, observed the formalities of which they treat art. 968 and its paragraphs, require enrolment in the Public Register of Mercantile Companies of the respective registered office, in which case, after enrolled, it shall be equated, for all purposes, to the entrepreneur subject to registration.

CHAPTER II

From Capacity

Art. 972. They may exercise the activity of entrepreneur those who are in full enjoyment of civil capacity and are not lawfully prevented.

Art. 973. The person legally barred from exercising entrepreneur's own activity, if to exercise it, will respond by the obligations incurred.

Art. 974. You may be unable, by means of representative or duly assisted, to continue the company before exercised by it while capable, by your parents or by the author of inheritance.

§ 1º In the cases of this article, it will precede authorization judicial, after examination of the circumstances and risks of the Company, as well as of the convenience in continuing it, and the authorization may be revoked by the judge, heard from the parents, guardians or legal representatives of the minor or the interdict, without prejudice to the rights acquired by third parties.

§ 2º Do not become subject to the result of the Company the goods that the incapable already owned, at the time of the succession or the interdiction, provided that strangers to the acquis, and shall such facts appear in the will alve that granting the authorization.

Art. 975. If the representative or assistant to the incapable person is a person who, by provision of law, is unable to engage in entrepreneur activity, he shall appoint, with the approval of the judge, one or more managers.

§ 1º In the same way will be appointed manager at all cases in which the judge understands to be convenient.

§ 2º The judge's approval does not exonerate the representative or assistant of the minor or the interdict of the responsibility for the acts of the appointed managers.

Art. 976. The proof of the emancipation and the authorization of the incapable, in the cases of the art. 974, and that of the eventual revocation of this, will be entered or averaged in the Public Registry of Mercantile Companies.

Single paragraph. The use of the new firm will fit, as the case may be, to the manager; or to the representative of the incapable; or to this one, when he can be authorized.

Art. 977. It provides for the spouses to hire society, either with each other or with third parties, as long as they have not married in the regime of the universal communion of goods, or in that of compulsory separation.

Art. 978. The married entrepreneur can, without a need for spousal outoring, whatever the goods regime, alienate the real estate that integrate the company's estate or record them of real burden.

Art. 979. In addition to the Civil Registry, they will be archived and averaged, in the Public Register of Mercantile Companies, the pacts and antenna statements of the entrepreneur, the title of donation, inheritance, or legacy, of incommunicable goods, or inalienability.

Art. 980. The sentence that enacts or homologates the judicial separation of the businessman and the act of reconciliation may not be opposed to third parties, before filed and averaged in the Public Registry of Mercantile Companies.

Title II

From the Society

SINGLE CHAPTER

General Provisions

Art. 981. They celebrate contract of society the people who reciprocally obligate themselves to contribute, with goods or services, to the exercise of economic activity and the sharing, among themselves, of the results.

Single paragraph. The activity may restrict itself to the realization of one or more determined business.

Art. 982. Except for the exceptions expressed, the company is considered to be the company that has the object of the exercise of own activity of entrepreneur subject to registration (art. 967); and, simple, the rest.

Single paragraph. Regardless of its object, it considers itself to be entreprenetal to society by actions; and, simple, the cooperative.

Art. 983. The entreprenetal society must constitute itself by one of the regulated types in the arts. 1,039 a 1,092; simple society may constitute conformity with one of these types, and, failing to do so, subordinate itself to the standards of its own.

Single paragraph. The provisions concerned with the society in account of participation and the cooperative, as well as the special laws constants which, for the exercise of certain activities, impose the constitution of the society according to a particular type.

Art. 984. The society that has by object the exercise of own activity of rural entrepreneur and is constituted, or transformed, according to one of the types of entreprenetal society, can, with the formalities of the art. 968, apply for enrolment in the Public Register of Mercantile Companies of its registered office, in which case, after entered, it shall be equated, for all purposes, to the entreprenetal society.

Single paragraph. Although already constituted the society according to one of those types, the application for enrolment will subordinate itself, in whatever applicable, to the standards governing the processing.

Art. 985. The Society acquires legal personality with the inscription, in the register itself and in the form of the law, of its constitutive acts (arts. 45 and 1,150).

SUBTSECTION I

From The Unpersonified Society

CHAPTER I

From the Society in Common

Art. 986. While not enrolled in the constitutive acts, it shall be governed by the corporation, except for actions in organization, by the provisions of this Chapter, observed, subsidarily and in what with it are compatible, the norms of the simple society.

Art. 987. The partners, in relations with each other or with third parties, only in writing can prove the existence of the society, but the third parties can prove it in any way.

Art. 988. The social goods and debts constitute special heritage, of which the partners are joint holders.

Art. 989. Social goods respond by the acts of management practiced by any of the partners, unless the restrictive express pact of powers, which will only have effectiveness against the third party who knows him or should know.

Art. 990. All the partners respond solidly and unconstrained by social obligations, excluded from the benefit of order, provided for in art. 1,024, the one who hired by the society.

CHAPTER II

From the Society in Account of Participation

Art. 991. In the society in account of participation, the constitutive activity of the social object is exercised solely by the ostensible partner, in its individual name and under its own and sole responsibility, by participating in the rest of the results correspondents.

Single paragraph. It obliges itself to the third party-only the ostensible partner; and, exclusively before this, the participating partner, in the terms of the social contract.

Art. 992. The constitution of the society in account of participation independs on any formality and can prove itself by all means of law.

Art. 993. The social contract produces effect only among the partners, and the eventual inscription of its instrument on any record does not confer legal personality on the society.

Single paragraph. Without prejudice to the right to scrutinize the management of social business, the participating partner may not take part in the relations of the ostensible partner with third parties, under penalty of responding in solidarity with this by the obligations in which it intercomes.

Art. 994. The contribution of the participating partner constitutes, with that of the ostensible partner, special estate, object of the participation account concerning social business.

§ 1º The equity specialization only produces effects in relation to the partners.

§ 2º The bankruptcy of the ostensible partner carries the dissolution of the society and the liquidation of the respective account, the balance of which will constitute quirograft credit.

§ 3º Speaking the partner participant, the social contract becomes subject to the norms that regulate the effects of bankruptcy on the bilateral contracts of the bankrupt.

Art. 995. Unless stipulated otherwise, the ostensible partner cannot admit new partner without the express consent of the rest.

Art. 996. It applies to the company in account of participation, in a subsidiary and in what with it is compatible, the willing for the simple society, and its settlement is governed by the standards relating to the provision of accounts, in the form of the procedural law.

Paragraph single. If there is more than one ostensible partner, the respective bills will be premised and adjudicated in the same process.

SUBTitle II

From the Personified Society

CHAPTER I

From The Simple Society

Section I

Of The Social Contract

Art. 997. The Society constitutes itself upon written, particular or public contract, which, in addition to clauses stipulated by the parties, will mention:

I-name, nationality, marital status, profession and residence of the partners, if persons natural, and the firm or the denomination, nationality and seat of the associates, if legal;

II-denomination, object, seat and term of the society;

III-capital of the society, expressed in current currency, may understand any kind of goods, susceptible to pecuniary assessment;

IV-the share of each partner in the social capital, and the way of realizing it;

V-the benefits to which the partner is obligated, whose contribution consisted in services;

VI-the natural persons tasked with the administration of society, and their powers and attributions;

VII-the participation of each partner in profits and in the losses;

VIII-whether the partners respond, or not, to a subsidiary, by the social obligations.

Single paragraph. It is ineffective with respect to third parties any separate pact, contrary to the provisions of the instrument of the contract.

Art. 998. In the thirty subsequent days to its constitution, the society should apply for the enrollment of the social contract in the Civil Registry of the Legal People of the site of its registered office.

§ 1º The application for enrolment will be accompanied by the the authenticated instrument of the contract, and, if any partner in it has been represented by proxy, that of the respective proxy, as well as, if it is the case, of the proof of authorization of the competent authority.

§ 2º With all the referrals listed in the antecedent article, will be the inscription taken by term in the record book of its own, and will obey the continuous order number for all the registered societies.

Art. 999. The modifications of the social contract, which have by object matter indicated in the art. 997, depend on the consent of all the associates; the rest can be decided by an absolute majority of votes, if the contract does not determine the need for unanimous deliberation.

Single paragraph. Any modification of the social contract shall be averaged, fulfilling the formalities provided for in the preceding article.

Art. 1,000. The simple society that institute branch, branch office or agency in the circumscription of another Civil Record of Legal Persons, in this one should also enroll it, with proof of the origination.

Single Paragraph. In any case, the constitution of the branch, branch office or agency is to be averaged in the Civil Registry of the respective headquarters.

Section II

Of the Rights and obligations of the aces

Art. 1,001. The obligations of the partners immediately begin with the contract, if the latter does not set another date, and end when, liquidated the society, if they extinguish the social responsibilities.

Art. 1,002. The partner may not be replaced in the performance of his duties, without the consent of the remaining associates, expressed in modification of the social contract.

Art. 1,003. The total or partial assignment of quota, without the corresponding modification of the social contract with the consent of the remaining partners, will not have any effectiveness as to these and the society.

Single paragraph. Up to two years after averaging the modification of the contract, it responds the transferor solidarily with the transferee, before the society and third parties, by the obligations he had as a partner.

Art. 1,004. The partners are obliged, in the form and deadline provided, to the contributions set out in the social contract, and the one who cees to do so, in the thirty days following that of the notification by the society, shall respond to this by the emerging damage of the lives.

Single paragraph. Verified the mora, may the majority of the remaining partners prefer, to the indemnity, the exclusion of the associate remittane, or reduce the quota to the amount already realised by applying, in both cases, the provisions of § 1º of the art. 1,031.

Art. 1,005. The partner who, by way of social quota, transmits dominance, possession or use, responds by eviction; and by the solvency of the debtor, the one who transfer credit.

Art. 1,006. The partner, whose contribution consents to services, cannot, unless otherwise convention otherwise, employ himself in strange activity to society, under penalty of being deprived of his profits and excluded from it.

Art. 1,007. Unless otherwise stipulated, the partner participates in the profits and losses, in the proportion of the respective quotas, but the one, whose contribution consists of services, only participates in the profits in the proportion of the average of the value of the quotas.

Art. 1,008. It is null and void the contractual stipulation that excludes any partner from participating in the profits and losses.

Art. 1,009. The distribution of illicit or fictitious profits carries a sympathetic responsibility of the directors who carry it out and the associates who receive them, knowing or owing them to unlawfully.

Section III

From Administration

Art. 1,010. When, by law or by the social contract, compete for the partners to decide on the business of the society, the deliberations shall be taken by a majority of votes, counted according to the value of the quotas of each.

§ 1º For formation of the absolute majority are required votes corresponding to more than half of the capital.

§ 2º Prevalent the decision suffused by greater number of associates in the case of tie-up, and, if this persists, will decide the judge.

§ 3º Responds for loss and damage the partner who, having in some operation interests contrary to that of the society, takes part in the deliberation that approves it thanks to his vote.

Art. 1,011. The administrator of the society should have, in the exercise of his duties, the care and the diligence that every active man and probo usually employ in the administration of his own business.

§ 1º Cannot be administrators, in addition to persons barred by special law, those sentenced to sentence, albeit temporarily, access to public office; or by feating crime, from prevarication, peita or bribery, concussion, embezzle; or against the popular economy, against the national financial system, against the standards of defending competition, against consumer relations, public faith or property, while perdurating the effects of conviction.

§ 2º Applying to the activity of the administrators, in what couber, the provisions concernable to the mandate.

Art. 1,012. The administrator, appointed by separate instrument, shall avert it on the margins of the enrolment of the society, and, by the acts that practice, before requiring the aversion, responds personally and severally with the society.

Art. 1,013. The administration of the society, nothing disposing of the social contract, competes separately to each of the partners.

§ 1º If the administration competes separately to several trustees, each can challenge the intended operation by another, making the decision to the partners, by majority of votes.

§ 2º Responds for loss and damage to the society the administrator who carried out operations, knowing or owing to know that he was acting at odds with the majority.

Art. 1,014. In the acts of joint competence of several trustees, it becomes necessary for the contest of all, save in the urgent cases, where the omission or retardation of the providences may cause irreparable or serious damage.

Art. 1,015. In the silence of the contract, the administrators can practice all the acts pertinent to the management of the society; not constituting social object, the burdening or the sale of real estate depends on what most of the partners decide.

Paragraph single. Excess by administrators may only be opposed to third parties if it occurs at least one of the following hypotheses:

I-if the limitation of powers is inscribed or averaged in the society's own record;

II-proving that it was known to the third;

III-addressing of evidently strange operation to the business of society.

Art. 1,016. The administrators respond in solidarity with the society and the impaired third parties, at fault in the performance of their duties.

Art. 1,017. The administrator who, without written consent from the partners, applies credits or social goods in own or third party's own advantage, will have to refund them to the company, or pay the equivalent, with all the resulting profits, and, if there is injury, by him will also respond.

Single paragraph. It shall be subject to the sanctions the administrator who, having in any operation interests contrary to that of the society, shall take part in the corresponding deliberation.

Art. 1,018. The administrator is vetted to make himself substitute in the exercise of his duties, sensing him, at the limits of his powers, constitute the society's mandators, specified in the instrument the acts and operations they will be able to practise.

Art. 1,019. The powers of the partner vested in the administration by express clause of the social contract, unless fair cause, judicially recognized, at the request of any of the partners.

Single paragraph. They are revocable, at any time, the powers conferred on the partner by separate act, or to whom it is not a partner.

Art. 1,020. The administrators are required to provide the partners with justified accounts of their administration, and present them the inventory annually, as well as the balance sheet and the economic outcome.

Art. 1,021. Unless stipulating that it determines own time, the partner may, at any time, examine the books and documents, and the state of the box and portfolio of the society.

Section IV

Of Relations with Third Parties

Art. 1,022. The Society acquires rights, assumes obligations and carries out judicially, through administrators with special powers, or, not the fact of the matter, through any administrator.

Art. 1,023. If the goods of the society do not cover the debts, they respond to the associates by the balance, in the proportion in which they participate in the social losses, save clause of sympathetic responsibility.

Art. 1,024. The private goods of the partners cannot be executed by debts of the society, else after performing the social goods.

Art. 1,025. The partner, admitted in an already constituted society, does not exudes from the social debts prior to admission.

Art. 1,026. The particular creditor of partner may, in the insufficiency of other assets of the debtor, make the execution on what this couber in the profits of the society, or in the party that touches it in liquidation.

Single paragraph. If the society is not dissolved, it may the creditor apply for the liquidation of the debtor's quota, the value of which, ascertained in the form of the art. 1,031, shall be deposited in cash, in the judgment of execution, until ninety days after that settlement.

Art. 1,027. The heirs of the spouse of a partner, or the spouse of what has been separated judicially, may not require as soon as the party that fits them in the social quota, but to compete for the periodic division of profits, until they litigate the society.

Section V

From the Resolution of the Society in Relation to a Partner

Art. 1,028. In the case of death of partner, it will settle its quota, save:

I-if the contract dispenses differently;

II-if the remaining associates opt for the dissolution of the society;

III-if, by agreement with the heirs, regulate the replacement of the deceased partner.

Art. 1,029. In addition to the cases provided for in the law or contract, any partner may withdraw from the company; if indefinite, upon notification to the remaining partners, in advance of minimum sixty days; if of a given period of time, judicially provoking just cause.

Single paragraph. In the thirty subsequent days to the notification, you can the remaining partners opt for the dissolution of the society.

Art. 1,030. Ressaved the provisions of the art. 1,004 and its single paragraph, may the partner be excluded judicially, upon the initiative of the majority of the remaining associates, by serious lack in the fulfillment of their obligations, or, still, by supervenient disability.

Para. single. It shall be of full duty excluded from the society the bankrupt partner bankrupt, or the one whose quota has been settled pursuant to the single paragraph of the art. 1,026.

Art. 1,031. In cases where the company is resolved in relation to a partner, the value of its quota, considered by the amount effectively carried out, shall settle, unless contractual provision otherwise, based on the patrimonial situation of the society, at the date of resolution, checked in balance sheet specially raised.

§ 1º The social capital will suffer the corresponding reduction, unless the remaining partners supply the value of the quota.

§ 2º The settled quota will be paid in cash, within ninety days, from the liquidation, unless agreement, or contractual stipulation to the contrary.

Art. 1,032. The withdrawal, exclusion or death of the partner, shall not exime him, or his heirs, from the responsibility for the previous social obligations, until two years after averting the resolution of the society; nor in the first two cases, by the later and in the same period, while not applying for averaging.

Section VI

From Dissolution

Art. 1,033. It dissolves the society when it occurs:

I-the maturity of the term of duration, unless, if, won this and without opposition from a partner, not to enter into the society in liquidation, in which case it will extend for indefinite time;

II-the unanimous consensus of the associates;

III-the deliberation of the associates, by absolute majority, in the indefinite term society;

IV-the lack of plurality of partners, not reconstituted within the period of one hundred and eighty days;

V-the extinction, in the form of the law, of authorization to function.

Art. 1,034. The society can be dissolved judicially, the requirement of any of the partners, when:

I-nullified its constitution;

II-either exaurid the social end, or verified its inextricity.

Art. 1,035. The contract may provide for other causes of dissolution, to be verified judicially when contested.

Art. 1,036. The dissolution occurred, it is incumbent upon the administrators to immediately arrange the investiture of the liquidator, and to restrict own management to the undeferred business, vetting new operations, by which they will respond in solidarity and limitedly.

Paragraph single. Dissolved in full right to society, the partner may apply for judicial liquidation as soon as soon.

Art. 1,037. Taking place the predicted hypothesis in the inciso V of the art. 1,033, the Public Prosecutor's Office, as soon as it communicates to the competent authority, shall promote the judicial settlement of the society, if the administrators have not done so in the thirty days following the loss of the authorization, or if the partner has not exercised the faculty secured in the single paragraph of the antecedent article.

Single paragraph. Should the Public Prosecutor fail to promote the judicial settlement of the corporation in the subsequent fifteen days upon receipt of the notice, the competent authority to grant the authorization shall appoint interventor with powers to apply for the measure and administer the society until it is named the liquidator.

Art. 1,038. If it is not designated in the social contract, the liquidator shall be elected by deliberation of the associates, and the choice may fall in a strange person to the society.

§ 1º The liquidator may be impeached, at all times:

I-if elected by the form provided for in this article, upon deliberation of the partners;

II-in any case, by judicial way, the application of one or more partners, occurring just cause.

§ 2º The liquidation of the society ensues in accordance with the provisions of Chapter IX, of this Subtitle.

CHAPTER II

From the Society in Collective Name

Art. 1,039. Only physical persons can take part in society in the collective name, answering all the partners, sympathetic and unbounded, by the social obligations.

Single paragraph. Without prejudice to liability to third parties, they may the partners, in the constitutive act, or by unanimous subsequent convention, limit each other's liability.

Art. 1,040. The society in the collective name is governed by the norms of this Chapter and, in what is missing, by the of the antecedent Chapter.

Art. 1,041. The contract should mention, in addition to the particulars referred to in the art. 997, the social firm.

Art. 1,042. The administration of the society competes exclusively with partners, being the use of the firm, at the limits of the contract, deprivation of those who have the necessary powers.

Art. 1,043. The particular creditor of a partner may not, before dissolving the company, intend to settle the debtor's quota.

Single paragraph. You will be able to do so when:

I-the society has been extended tacitly;

II-having occurred contractual prolongation, is judicially accepted from the creditor, raised in the ninety term days, counted from the publication of the dilatory act.

Art. 1,044. The society dissolves in full right by any of the causes listed in the art. 1,033 and, if entrepreneanal, also by the declaration of bankruptcy.

CHAPTER III

From the Society in Simple Commandery

Art. 1,045. In the society in simple commandos take part partners from two categories: the comandites, physical persons, responsible and unbounded by the social obligations; and the commanders, obligated only by the value of their quota.

Paragraph single. The contract must discriminate against the comandites and the commanders.

Art. 1,046. They apply to the society in simple commanding the norms of the society in collective name, in what are compatible with those of this Chapter.

Single paragraph. To the comandites fit the same rights and obligations of the society's associates in the collective name.

Art. 1,047. Without prejudice to the faculty to participate in the deliberations of the society and to scrutinize the operations, it cannot the commanitary practice any act of management, nor have the name in the social firm, under penalty of being subject to the responsibilities of the partner comanditated.

Single paragraph. It can the commanitary officer be constituted prosecutor of the society, for determined business and with special powers.

Art. 1,048. Only after averaging the modification of the contract, it produces effect, as to third parties, the decrease in the quota of the commanitary, in consequence of having been reduced the social capital, always without prejudice to the preexisting creditors.

Art. 1,049. The managing partner is not obliged to the reposition of profits received in good faith and in accordance with the balance sheet.

Single paragraph. Diminished the social capital by overcoming losses, it cannot the commanitary receive any profits, before it reinstated that one.

Art. 1,050. In the case of death of a commanding partner, the society, unless the contract is made available, will continue with its successors, which shall designate who represents them.

Art. 1,051. It dissolves from full right to society:

I-for any of the causes provided for in the art. 1,044;

II-when for more than one hundred and eighty days endure the lack of one of the categories of partner.

Single paragraph. In the lack of a comandicated partner, the commanders shall appoint provisional administrator to practise, during the period referred to in the inciso II and without assuming the condition of a partner, the acts of administration.

CHAPTER IV

From The Limited Society

Section I

Preliminary Provisions

Art. 1,052. In the limited society, the responsibility of each partner is restricted to the value of their quotas, but they all respond in solidarity with the integralization of social capital.

Art. 1,053. The limited society is governed, in the omissions of this Chapter, by the norms of the simple society.

Single paragraph. The social contract will be able to provide for the supptive regency of the society limited by the norms of the anonymous society.

Art. 1,054. The contract will mention, in what couber, the indications of the art. 997, and, if it is the case, the social firm.

Section II

Das Quotas

Art. 1,055. Social capital is divided into quotas, equal or unequal, fit one or several to each partner.

§ 1º By the exact estimation of goods conferred on the social capital respond solidly all of the partners, up to the term of five years from the date of the registration of the society.

§ 2º It is vedated contribution that consisted in provision of services.

Art. 1,056. The quota is indivisible in relation to the society, save for transfer effect, in which case the provisions of the following article shall be observed.

§ 1º In the case of quota condominance, the rights to it inherent only may be exercised by the representative condomer, or by the inventor of the deceased partner's estate.

§ 2º Without prejudice to the provisions of the art. 1,052, the Indian quota condomers respond in solidarity with the necessary benefits to their integralisation.

Art. 1,057. In the omission of the contract, the partner may cede his quota, in whole or in part, to whom he is a partner, regardless of audience of the others, or the odd one, if there is no opposition from holders of more than one quarter of the social capital.

Paragraph single. The assignment will have effectiveness as to the society and third parties, including for the purposes of the single paragraph of the art. 1,003, starting from the averaging of the respective instrument, subscribed by the annuent partners.

Art. 1,058. Not integrated into the share of partner remit, the other partners may, without prejudice to the provisions of the art. 1,004 and its single paragraph, take it for you or transfer it to third parties, excluding the primitive holder and return it to you whatever there is paid, deducted the interest from the mora, the benefits set out in the contract plus expenses.

Art. 1,059. The partners will be required to reposition the profits and the amounts withdrawn, to any title, albeit authorized by the contract, when such profits or amount are to be distributed with injury to the capital.

Section III

From Administration

Art. 1,060. The limited company is administered by one or more persons designated in the social contract or in separate act.

Single paragraph. The administration awarded in the contract to all the partners does not extend to full entitlement to those who subsequently acquire that quality.

Art. 1,061. If the contract allows non-partner administrators, their designation will depend on the approval of the unanimity of the partners, while the capital is not integralized, and of two-thirds, at the earliest, after the integralization.

Art. 1,062. The designated administrator in separate act will invest himself in the post upon term of possession in the book of atas of the administration.

§ 1º If the term is not signed in the thirty days following the designation, this shall become without effect.

§ 2º In the ten days following that of the investiture, the administrator must apply to be averaged his appointment on the competent registry, mentioning his / her name, nationality, marital status, residence, with display of identity document, the act and the date of the appointment and the managerial term.

Art. 1,063. The exercise of the post of administrator cesses by the removal, at any time, of the holder, or by the expiry of the period if, fixed in the contract or in separate act, there is no redriving.

§ 1º Treating partner appointed administrator in the contract, your destitution only operates by the approval of corresponding quota holders, at a minimum, to two-thirds of the social capital, save for diversely contractual provision.

§ 2º The cessation of the financial year from the office of the administrator shall be averaged in the competent register, upon application submitted in the ten days following that of the occurrence.

§ 3º The resignation of administrator becomes effective, in relation to the society, since the moment in which this takes notice of the written communication of the renounder; and, in relation to third parties, after averaging and publishing.

Art. 1,064. The use of the firm or social denomination is deprivative of the administrators who have the necessary powers.

Art. 1,065. At the end of each social exercise, the inventory, balance sheet and economic outcome balance will be drawn up.

Section IV

From the Fiscal Council

Art. 1,066. Without prejudice to the powers of the assembly of the associates, it may contract to institute tax advice comprised of three or more members and their alternates, whether or not, residents in the Country, elected in the annual assembly planned in the art. 1,078.

§ 1º Cannot be a part of the tax council, in addition to the ineligible listed in § 1º of the art. 1,011, the members of the other organs of the society or of another by it controlled, the employees of any of them or the respective administrators, the spouse or relative of these to the third degree.

§ 2º It is ensured to the minority associates, who represent at least one-fifth of the social capital, the right to elect, separately, one of the members of the tax board and the respective alternate.

Art. 1,067. The member or alternate elected, signing term of possession laundered in the book of atas and opinions of the tax council, in which he mentions his or her name, nationality, marital status, residence and the date of choice, will be invested in his duties, which will exercise, save previous cessation, up to the subsequent annual assembly.

Single paragraph. If the term is not signed in the thirty days following that of the election, this one will become without effect.

Art. 1,068. The remuneration of the members of the tax council shall be fixed, annually, by the assembly of the associates who elect them.

Art. 1,069. In addition to other assignments determined in the law or in the social contract, the members of the tax council, either individually or jointly, the following duties:

I-examine, at least quarterly, the books and papers of the society and the state of the box and portfolio, and the administrators or liquidators shall provide them with the information requested;

II-lavrar in the book of minutes and opinions of the tax council the result of the examinations referred to in the inciso I of this article;

III-exarar in the same book and present to the annual assembly of the associates opinion on the business and social operations of the exercise in which they serve, taking on the basis of the balance sheet and the economic result;

IV-denounce the errors, frauds, or crimes they discover, suggesting useful arrangements to society;

V-convene of the assembly of the partners if the board resars by more than thirty days their annual convocation, or whenever serious and urgent grounds occur;

VI-practise, during the period of the settlement of the society, the acts referred to in this article, with a view to the special provisions regulation of settlement.

Art. 1,070. The attributions and powers conferred by the law to the tax council may not be bestowed upon another organ of the society, and the responsibility of its members obeys the rule that defines that of the administrators (art. 1,016).

Single Paragraph. The tax council will be able to choose to assist you in the examination of books, balance sheets and accounts, legally entitled accountant, upon remuneration approved by the assembly of the partners.

Section V

Das Deliberations of the aces

Art. 1,071. They depend on the deliberation of the partners, in addition to other matters indicated in the law or in the contract:

I-the approval of the accounts of the administration;

II-the designation of the trustees, when done in act separate;

III-the removal of the administrators;

IV-the mode of his remuneration, when not set out in the contract;

V-the modification of the social contract;

VI-the incorporation, the merger and dissolution of the society, or the cessation of the settlement state;

VII-the appointment and removal of the liquidators and the judgment of their accounts;

VIII- the request for bankruptcy.

Art. 1,072. The deliberations of the associates, obeyed the provisions of the art. 1,010, will be taken at a meeting or in assembly, as provided for in the social contract, and shall be convened by the administrators in the cases provided for in law or in the contract.

§ 1º The deliberation in assembly will be binding if the number of the partners is more than ten.

§ 2º Discover the convocation formalities provided for in § 3º of the art. 1,152, when all partners appear or declare themselves, in writing, aware of the place, date, time and order of the day.

§ 3º The meeting or the assembly become expendable when all the partners decide, in writing, about matter that would be the subject of them.

§ 4º In the case of the inciso VIII of the antecedent article, the administrators, if there is urgency and with authorization of holders of more than half of the social capital, may apply for bankruptcy preventive.

§ 5º The deliberations taken in accordance with the law and the contract bind all the partners, yet absent or dissident.

§ 6º Applies to the meetings of the partners, in the missing cases in the contract, the willing in the present Section on the assembly.

Art. 1,073. The meeting or assembly may also be convened:

I-by-partner, when the administrators delay the convocation, for more than sixty days, in the cases provided for in law or in the contract, or by holders of more than one fifth of the capital, when not served, within eight days, request for a reasoned call, with an indication of the subjects to be dealt with;

II-by the tax council, if any, in the cases referred to in the inciso V of the art. 1,069.

Art. 1,074. The assembly of the associates settles with the presence, at first convocation, of holders of minimum three quarters of the social capital, and, in second, with any number.

§ 1º The partner may be represented in the assembly by another partner, or by lawyer, upon mandate outoring with specification of the authorized acts, and the instrument shall be brought on the record, together with the minutes.

§ 2º No partner, per se or in the condition of mandatary, may voting matter that concerns you directly.

Art. 1,075. The assembly will be chaired and secretariaded by partners chosen from among those present.

§ 1º Of the works and deliberations will be washed, in the book of minutes of the assembly, minutes signed by the members of the table and by associates participants of the meeting, how many basks the validity of the deliberations, but without prejudice to those who want to sign it.

§ 2º Copy of the minutes authenticated by the administrators, or by the table, will be, in the twenty subsequent days to the meeting, presented to the Public Registry of Mercantile Companies for archiving and averaging.

§ 3º To the partner, who to request it, will be delivered certified copy of the minutes.

Art. 1,076. Ressaved the provisions of the art. 1,061 and in § 1º of the art. 1,063, the deliberations of the partners shall be taken:

I-by the corresponding votes at least three quarters of the social capital, in the cases provided for in the incisos V and VI of the art. 1,071;

II-by the votes corresponding to more than half of the social capital, in the cases provided for in the incisos II, III, IV and VIII of the art. 1,071;

III-by the majority of votes of those present, in the remaining cases provided for in the law or contract, if the latter does not require a higher majority.

Art. 1,077. When there is modification of the contract, merger of the society, incorporation of another, or of it by another, it will have the partner who dissensed the right to withdraw from the society, in the thirty subsequent days to the meeting, applying, in the silence of the social contract before behold, the willing in the art. 1,031.

Art. 1,078. The assembly of the associates shall take place at least once a year, in the four months following the end of the social exercise, with the aim of:

I-take the accounts of the administrators and deliberate on the balance sheet heritage and that of economic result;

II-assign administrators, when it is the case;

III-handle any other constant subject of the agenda.

§ 1º Up to thirty days before the date scheduled for the assembly, the documents referred to in the inciso I of this article shall be laid, in writing, and with proof of the respective receipt, at the disposal of the associates who do not exercise the administration.

§ 2º Installed the assembly, shall proceed to the reading of the documents referred to in the preceding paragraph, which shall be submitted, by the President, the discussion and voting, in this not being able to take part of the members of the administration and, if any, those of the tax advice.

§ 3º The approval, without reservation, of the balance sheet and of the economic outcome, unless error, dolo or simulation, exonwas of responsibility the members of the administration and, if any, those of the board tax.

§ 4º Extins in two years the right to annul the approval referred to in the antecedent paragraph.

Art. 1,079. It applies to the meetings of the associates, in the cases missing in the contract, the one established in this Section on the assembly, obeyed the provisions of § 1º of the art. 1,072.

Art. 1,080. The infringing deliberations of the contract or the law make it unlimited the responsibility of those who expressly approved them.

Section VI

From the Increase and Reduction of the Capital

Art. 1,081. Ressaving the provisions of special law, integrated the quotas, may be the increased capital, with the corresponding modification of the contract.

§ 1º Up to thirty days after deliberation, they will have the partners preference for participate in the increase, in the proportion of the quotas of which they are holders.

§ 2º The assignment of the right of preference, the provisions of the ***caput*** of the art apply. 1,057.

§ 3º Elapsed the term of the preference, and taken over by the partners, or by third parties, the totality of the increase, there will be meeting or assembly of the partners, so that the modification of the contract is approved.

Art. 1,082. Can the society reduce the capital by corresponding modification of the contract:

I-after integralized, if there are irreparable losses;

II-if excessive in relation to the object of the society.

Art. 1,083. In the case of the inciso I of the antecedent article, the reduction of the capital will be carried out with the proportional decrease in the nominal value of the quotas, becoming effective from the averaging, in the Public Registry of Mercantile Companies, of the assembly minutes that the has approved.

Art. 1,084. In the case of the inciso II of the art. 1,082, the reduction of the capital will be made by repausing part of the value of the shares to the partners, or by dispensing the benefits still due, with proportional decrease, in both cases, of the nominal value of the quotas.

§ 1º In the term of ninety days, counted from the date of the publication of the minutes of the assembly approving the reduction, the quirographic creditor, by a net title prior to that date, could oppose the deliberation.

§ 2º The reduction will only become effective if, within the period set out in the antecedent paragraph, it is not to be charged, or if it proved the payment of the debt or the judicial deposit of the respective value.

§ 3º Satisfied the conditions set out in the paragraph antecedent, will proceed to the averaging, in the Public Registry of Mercantile Companies, of the minutes that has approved the reduction.

Section VII

From the Resolution of the Society in Relation to Minority Partners

Art. 1,085. Ressaved the provisions of the art. 1,030, when most of the partners, representative of more than half of the social capital, understand that one or more associates are jeopardizing the continuity of the company, by virtue of acts of undeniable gravity, may exclude them from society, upon amendment of the social contract, provided that it is provided for in this exclusion for just cause.

Single paragraph. The exclusion can only be determined at a meeting or assembly specially convened for that purpose, aware of the accused in a timely manner to allow his turnout and the exercise of the right of defense.

Art. 1,086. The registration of the contractual amendment shall be applied, the provisions of the arts shall apply. 1,031 and 1,032.

Section VIII

From Dissolution

Art. 1,087. The society dissolves, in full right, by any of the causes provided for in the art. 1,044.

CHAPTER V

Of The Anonymous Society

Single Section

From Characterization

Art. 1,088. In the anonymous society or company, the capital divides into shares, obliging each partner or shareholder solely for the share price of the shares that subscribe to or acquire.

Art. 1,089. The anonymous society shall be governed by special law, applying to it, in the missing cases, the provisions of this Code.

CHAPTER VI

Of The Society in Comandita by Actions

Art. 1,090. The Company in commanding by shares has the capital divided into shares, governed by the norms regarding the anonymous society, without prejudice to the modifications set out in this Chapter, and operates under firm or denomination.

Art. 1,091. Only the shareholder has quality to administrate the society and, as a director, responds subsidiary and unlimited by the obligations of the society.

§ 1º If there is more than one director, they will be jointly and severally liable, after exhausting the social goods.

§ 2º The directors will be appointed in the constitutive act of the society, without limitation of time, and will only be able to be impeached by deliberation of shareholders who represent at least two thirds of the social capital.

§ 3º The impeached or exonerated director continues, for two years, responsible for the social obligations contracted under his administration.

Art. 1,092. The general assembly cannot, without the consent of the directors, change the essential object of the society, extend it to the duration of duration, increase or decrease the social capital, create debentures, or beneficiary parties.

CHAPTER VII

From the Cooperative Society

Art. 1,093. The cooperative society shall be governed by the provisions of this Chapter, re-salvaged special legislation.

Art. 1,094. They are characteristics of the cooperative society:

I-variability, or dispensation of social capital;

II-membership contest in minimum number required to be comprised of the administration of the society, without limitation of maximum number;

III-limitation of the value of the sum of shares of the social capital that each partner will be able to take;

IV-intransferability of the shares of capital to third parties to the society, yet by inheritance;

V- *quorum*, for the general assembly to function and deliberate, founded on the number of associates present to the meeting, and not in the represented social capital;

VI-right of each partner at one vote in the deliberations, whether or not to capital the company, and whatever the value of its participation;

II-distribution of the results, proportionally to the value of the operations effected by the partner with the society, and may be assigned fixed interest to the paed-up capital;

VIII-indivisibility of the reserve fund among the partners, albeit in the event of dissolution of the society.

Art. 1,095. In the cooperative society, the liability of the partners may be limited or unlimited.

§ 1º It is limited to liability in the cooperative in which the partner responds solely by the value of its quotas and the injury verified in the social operations, guarded the proportion of their participation in the same operations.

§ 2º It is unlimited the responsibility in the cooperative in which the partner responds in solidarity and limitlessly by social obligations.

Art. 1,096. In what the law is to be omitted, the provisions referring to the simple society, resguarded the characteristics set out in the art, apply. 1,094.

CHAPTER VIII

Of The Affiliated Societies

Art. 1,097. They consider themselves to be affiliated with the societies which, in their capital relations, are controlled, affiliated, or of simple participation in the form of the following articles.

Art. 1,098. It is controlled:

I-the society of whose capital another society posits the majority of votes in the deliberations of the quotists or the general assembly and the power to elect most of the administrators;

II- the society whose control, referred to in the incisant antecedent, is in power of another, upon actions or quotas possessed by societies or societies by this already controlled.

Art. 1,099. It is said to be related or affiliated with the society of whose capital another society participates with ten percent or more, from the capital of the other, without controlling it.

Art. 1,100. It is of simple participation to society from whose capital another society possessions less than ten percent of the capital entitled to vote.

Art. 1,101. Unless special provision of law, the Company shall not participate in another, which is its partner, by higher amount, according to the balance sheet, to that of the reserves itself, excluded the legal reserve.

Single paragraph. Approved the balance sheet in which this limit is found to have been exceeded, the company shall not be able to exercise the right to vote corresponding to the excess shares or quotas, which shall be disposed of in the one hundred and eighty days following that approval.

CHAPTER IX

Of The Settlement of the Society

Art. 1,102. Dissolved the society and named the liquidator in the form of the provisions of this Book, proceeds to its liquidation, of conformity with the precepts of this Chapter, ressaving the provisions of the constitutive act or in the instrument of dissolution.

Paragraph single. The liquidator, who is not the administrator of the company, will invest in the functions, averaged his appointment on the record of his own.

Art. 1,103. They constitute the duties of the liquidator:

I-averse and publish the minutes, sentence or instrument of dissolution of the society;

II-raise the goods, books and documents of the society, wherever are;

III-proceed, in the fifteen days following that of your investiture and with the assistance, where possible, of the administrators, the elaboration of the inventory and the overall balance sheet of the asset and the liability;

IV-ultimar the business of the society, carry out the asset, pay the liability and share the remainder between the partners or shareholders;

V-demand of the quotists, when insufficient the asset to the solution of the liability, the integralization of its quotas and, if it is the case, the required amounts, in the limits of the responsibility of each and in proportion to the respective share in the losses, repartiing, between the solvent partners and in the same proportion, the due by the insolvent;

VI-convene assemblage of the quotists, every six months, to submit report and balance of the state of the settlement, paying account of the acts practiced during the semester, or whenever necessary;

VII-confess to the bankruptcy of the society and ask for bankruptcy, in accordance with the formalities prescribed for the type of liquidated society;

VIII-finda the settlement, present to the partners the report of the settlement and its final accounts;

IX-avert the minutes of the meeting or assembly, or the instrument signed by the associates, that considers ended the liquidation.

Single paragraph. In all acts, documents or publications, the liquidator will employ the firm or social denomination always followed by the "in liquidation" clause and of its individual signature, with the declaration of its quality.

Art. 1.104. The obligations and liability of the liquidator shall be governed by the precepts peculiar to those of the administrators of the liquidanda society.

Art. 1,105. It is incumbent upon the liquidator to represent the society and practise all the necessary acts necessary for its liquidation, including divesting movable or immovable property, transigir, receive and discharge.

Single paragraph. Without being expressly authorized by the social contract, or by the vote of the majority of the partners, it cannot the liquidator record of real burden the furniture and real estate, borrow, save when indispensable for the payment of undeferred obligations, nor proceed, although to facilitate settlement, in social activity.

Art. 1,106. Respected the rights of preferential creditors, it will pay the liquidator the social debts proportionally, without distinction between overdue and vincende, but, in relation to these, at a discount.

Single paragraph. If the asset is superior to the liability, it can the liquidator, under his personal responsibility, fully pay the overdue debts.

Art. 1,107. The associates may resolve, by a majority of votes, before ultimating the liquidation, but after paid by the creditors, that the liquidator makes ratchets for anticipation of the sharing, as they cling to the social hapses.

Art. 1,108. Paid for the liability and shared the remainder, it will convene the liquidator assembly of the partners for the final installment of accounts.

Art. 1,109. Passed the bills, ends the liquidation, and the society extinguishes itself, by being averaged in the registry of the assembly itself.

Single paragraph. The dissident has the thirty-day deadline, from the publication of the minutes, duly averaged, to promote the action that couber.

Art. 1,110. Ended the liquidation, the unsatisfied creditor shall only be entitled to demand from the associates, individually, the payment of their credit, up to the limit of the sum by them received in sharing, and to propose against the liquidator of loss and damage.

Art. 1,111. In the case of judicial settlement, the provisions of the procedural law will be observed.

Art. 1,112. In the course of judicial settlement, the judge will convene, if necessary, meeting or assembly to deliberate on the interests of the settlement, and preside over them, summarily resolving the issues raised.

Single paragraph. The acts of the assemblies will be, in authentic copy, attached to the judicial process.

CHAPTER X

From the Transformation, the Incorporation, the Merger and the Cision of Societies

Art. 1,113. The act of transformation independs on dissolution or liquidation of the society, and will obey the regulatory precepts of the constitution and own inscription of the kind in which it is going to convert.

Art. 1,114. The processing depends on the consent of all the partners, unless provided for in the constitutive act, in which case the dissident will be able to withdraw from the society, applying, in the silence of the statute or the social contract, the provisions of the art. 1,031.

Art. 1,115. The processing will not modify or prejudice, in any case, the rights of creditors.

Single paragraph. The bankruptcy of the transformed society will only produce effects with respect to the partners who, in the previous type, they would be subject to, if they ask for the holders of prior claims to the transformation, and only to these will benefit.

Art. 1,116. In the incorporation, one or several societies are absorbed by another, which succeeding them in all rights and obligations, and they must all approve it, in the form established for the respective types.

Art. 1,117. The deliberation of the associates of the incorporated society should approve the bases of the operation and the reform project of the constitutive act.

§ 1º The society that is to be incorporated will take notice of that act, and, if it approves it, shall authorize the administrators to practise what is necessary for incorporation, inclusive of underwriting in goods by the value of the difference between the asset and the liability.

§ 2º The deliberation of the associates of the incorporating society will understand the appointment of the experts for the assessment of the net worth of the society, which has to be incorporated.

Art. 1,118. Approved the acts of incorporation, the incorporator declares extinct the embattled, and will promote the respective averbation on the record of its own.

Art. 1,119. The merger determines the extinction of the societies that bind together, to form new society, that they will succeed in the rights and obligations.

Art. 1,120. The merger will be decided, in the form established for the respective types, by the societies wishing to unite.

§ 1º In meeting or assembly of the partners of each society, deliberated the merger and approved the project of the act constitutive of the new society, as well as the distribution plan of the social capital, experts for the assessment of the patrimony of the society will be appointed.

§ 2º Presented the lauds, the administrators will convene meeting or assembly of the partners to take notice of them, deciding on the definitive constitution of the new society.

§ 3º It is vetoed to the partners to vote on the society's heritage assessment laureate of which they are part.

Art. 1,121. Constituted of the new society, the administrators are incumbent to make enrolling, in the registered office of the registered office, the acts concerning the merger.

Art. 1,122. Until ninety days after published the acts concerning the incorporation, merger or spin-off, the previous creditor, for it impaired, will be able to judicially promote the annulment of them.

§ 1º The consignment in payment will damage the cancellation plead.

§ 2º Being illiquid the debt, society will be able to guarantee you the execution by suspending the procedure for cancellation.

§ 3º Ospeeding, within this article, the bankruptcy of the society embedding, new society or fissile, any previous creditor will be entitled to ask for the separation of the patrimons, for the purpose of being the credits paid for the goods of the respective masses.

CHAPTER XI

From the Dependent Authorization Society

Section I

General Provisions

Art. 1,123. The Society that relies on the authorization of the Executive Power to function shall be governed by this title, without prejudice to the provisions of special law.

Single paragraph. The competence for the authorization will always be from the federal executive branch.

Art. 1,124. In the lack of a time limit stipulated in law or in the act of public power, it shall be deemed to lapse the permit if the corporation does not come into operation in the twelve months following the respective publication.

Art. 1,125. To the Executive Power it is provided, at any time, to cassate the permission granted to national or foreign society that infringes a public order provision or to engage in acts contrary to the purposes stated in its statute.

Section II

From the National Society

Art. 1,126. It is nationwide the organized society of conformity with Brazilian law and that has in the Country the seat of its administration.

Single paragraph. When the law requires that all or some associates are Brazilians, the actions of the anonymous society will be coated, in the silence of the law, the nominative form. Whatever the type of society, at its registered office will be archived authentic copy of the comprobate document of the nationality of the partners.

Art. 1,127. There will be no change of nationality of Brazilian society without the unanimous consent of the partners or shareholders.

Art. 1,128. The application for a national society permit must be accompanied by copy of the contract, signed by all the associates, or, by dealing with anonymous, copying, authenticated by the founders, of the documents required by the special law.

Single paragraph. If the society has been constituted by public scripture, it will suffice to join the application with the respective certificate.

Art. 1,129. To the Executive Power it is provided to require that they proceed to changes or addition in the contract or status, and the associates, or, by treating themselves with anonymous society, the founders, comply with the legal formalities for review of the constitutive acts, and add to the process regular proof.

Art. 1,130. To the Executive Power it is provided to refuse the authorization, if the society does not meet the economic, financial or legal conditions specified in law.

Art. 1,131. Expedit the consent decree, will comply with the society to publish the acts referred to in the arts. 1,128 and 1,129, in thirty days, on the official organ of the Union, the exemplary of which shall represent proof for inscription, in the record of its own, of the constitutive acts of the society.

Single paragraph. The Society shall promote, also in the official organ of the Union and within thirty days, the publication of the term of inscription.

Art. 1,132. The national anonymous societies, which rely on permission from the executive branch to function, will not constitute themselves without obtaining it, when their founders intend to resort to public underwriting for the formation of the capital.

§ 1º The founders shall add to the application authentic copies of the draft of the statute and the prospectus.

§ 2º Obtained the authorization and constituted of the corporation, shall proceed to the inscription of its constitutive acts.

Art. 1,133. They depend on passing the modifications of the contract or the status of a company subject to the authorization of the Executive Power, unless they arise from increased social capital, by virtue of use of reserves or revaluation of the asset.

Section III

From Foreign Society

Art. 1,134. Foreign society, whatever its object, cannot, without permission from the Executive Power, operate in the Country, albeit by subordinate establishments, and may, however, resaid the cases expressed in law, be a shareholder of society anonymous Brazilian.

§ 1º To the application for authorization must join:

I-proof of finding yourself the society constituted as per the law of your country;

II-whole content of the contract or status;

III-relationship of the members of all the organs of the administration of the society, with name, nationality, profession, domicile and, save as to the bearer shares, the value of the participation of each in the capital of the society;

IV-copy of the act that authorized the operation in Brazil and fixed the capital intended for the operations on the national territory;

V-proof of appointment of the representative in Brazil, with powers expressed to accept the conditions required for the authorization;

VI-last balance sheet.

§ 2º The documents will be authenticated, in accordance with the national law of the applicant company, legalized in the Brazilian consulate of the respective headquarters and accompanied by translation into vernacular.

Art. 1,135. It is provided to the Executive Power, to grant the authorization, to establish convenient conditions for the defence of national interests.

Single paragraph. Accepted the conditions, will expedite the Executive Power decree of authorization, from which it will build the amount of capital earmarked for operations in the Country, and it will be up to the society to promote the publication of the acts referred to in art. 1,131 and in § 1º of the art. 1,134.

Art. 1,136. The authorized company may not initiate its activity before it entered in the proper register of the place in which it is to be established.

§ 1º The application for enrolment will be instructed with copy of the publication required in the paragraph only of the antecedent article, accompanied by document of the cash deposit, in official bank establishment, of the capital there mentioned.

§ 2º Archived these documents, enrollment will be made by term in book special for foreign societies, with a continuous order number for all registered societies; in the term constaron:

I-name, object, duration and seat of the society abroad;

II-place of the branch, branch office or agency, in the Country;

III-date and number of the authorization decree;

IV-capital intended for operations in the Country;

V-individuation of its representative permanent.

§ 3º Inscribed the society, shall promote the publication determined in the single paragraph of the art. 1,131.

Art. 1,137. The foreign society authorized to function shall be subject to the laws and the Brazilian courts, as to the acts or operations practiced in Brazil.

Single paragraph. The foreign society will operate on the national territory with the name it has in its country of origin, and may add the words "of Brazil" or "to Brazil".

Art. 1,138. The foreign society authorized to function is obliged to have, permanently, representative in Brazil, empowered to resolve any issues and receive judicial citation by the society.

Single paragraph. The representative may only act before third parties after he filed and averaged the instrument of his appointment.

Art. 1,139. Any modification to the contract or the statute will depend on the approval of the Executive Power, to produce effects on the national territory.

Art. 1,140. Foreign society shall, under penalty of being cassed to it, reproduce in the official organ of the Union, and of the State, if it is the case, the publications which, under its national law, are obliged to do in respect of the balance sheet and the of economic result, as well as to the acts of your administration.

Single paragraph. Under penalty, too, from being cassated to permission, foreign society should publish the balance sheet and the economic result of the branches, branches or existing agencies in the Country.

Art. 1,141. Upon authorization of the Executive Power, the foreign society admitted to functioning in the Country may nationalize, by transferring its headquarters to Brazil.

§ 1º For the purpose provided in this article, it shall owe society, by its representatives, offer, with the application, the documents required in the art. 1,134, and still proof of the realisation of the capital, by the form stated in the contract, or in the statute, and of the act in which nationalization was deliberated.

§ 2º The Executive Power may impose the conditions that judge convenient to the defence of national interests.

§ 3º Accepted the conditions by the representative, shall proceed, after the dispatch of the consent decree, to the inscription of the society and publication of the respective term.

Ttitle III

From Establishment

CHAPTER SINGLE

GENERAL PROVISIONS

Art. 1,142. An entire complex of organized goods, for exercise of the company, by entrepreneur, or by entrepreneur society, is considered to be established.

Art. 1,143. It may the establishment be the unitary object of legal, translational, or constitutive rights and business, which are compatible with their nature.

Art. 1,144. The contract which has the object of disposal, the usufruct or leasing of the establishment, shall only produce effects as to third parties after averaging on the margin of the enrolment of the entrepreneur, or of the entrepreneur society, in the Public Registry of Companies Mercantis, and from published in the official press.

Art. 1,145. If the divestant does not withstand sufficient goods to solver his / her liability, the effectiveness of the disposal of the establishment depends on the payment of all creditors, or the consent of these, in an express or tacit manner, in thirty days from his notification.

Art. 1,146. The acquirer of the establishment responds by the payment of the debits prior to the transfer, provided that he regularly accounted for, by continuing the primitive debtor severally obliged for the one-year term, to leave, as to the credits vanquished, from publication, and, as to others, from the due date.

Art. 1,147. There is no express authorization, the disposal of the establishment cannot make competition to the acquirer, in the five subsequent years to the transfer.

Single paragraph. In the case of renting or enjoyment of the establishment, the prohibition provided for in this article will persist during the term of the contract.

Art. 1,148. Unless otherwise stipulated, the transfer matters the purchaser's subrogation in the contracts stipulated for holding the establishment, if they have no personal character, and may the third parties terminate the contract in ninety days from the publication of the transfer, if it occurs just cause, ressalvated, in this case, the liability of the alienant.

Art. 1,149. The assignment of the credits referring to the transferred establishment will take effect in relation to the respective debtors, from the time of the publication of the transfer, but the debtor will be exonerated if in good faith paying the transferor.

Ttitle IV

From the Supplementary Institutes

CHAPTER I

Of The Registry

Art. 1,150. The entrepreneur and the entrepreneur society links to the Public Registry of Mercantile Companies in charge of the Commercial Together, and the simple society to the Civil Registry of Legal Persons, which should obey the standards set for that record, if the simple society adopt one of the types of entrepreneanal society.

Art. 1,151. The record of the acts subject to the formality required in the antecedent article will be required by the person required in law, and, in the case of omission or delay, by the partner or any interested.

§ 1º The documents required by the registration should be submitted within thirty days, counted from the lavrature of the respective acts.

§ 2º Required beyond the time frame provided in this article, the registration will only produce effect from the date of its grant.

§ 3º People required to apply for registration will respond for loss and damage, in the event of omission or delay.

Art. 1,152. It is up to the entrusted body of the record to check the regularity of the publications determined in law, in accordance with the provisions of this article.

§ 1º Unless express exception, the publications ordered in this Book will be made on the official organ of the Union or the State, as per the location of the registered office of the businessman or society, and in a major circulation newspaper.

§ 2º The publications of foreign societies will be made in the official bodies of the Union and of the State where they have branches, subsidiaries or agencies.

§ 3º The notice of convening of the assembly of the associates shall be published by three times, at least, owing to the date of the first insertion and that of the realization of the assembly, the minimum period of eight days, for the first convocation, and of five days, for the later ones.

Art. 1,153. It complies with the competent authority, before effecting the registration, to verify the authenticity and legitimacy of the signatory of the application, as well as to scrutinize the observance of the legal requirements concernable to the act or to the documents submitted.

Single paragraph. Of the irregularities found must be notified to the applicant, who, if it is the case, will be able to sanction them by obeying the formalities of the law.

Art. 1,154. The act subject to registration, resonated special provisions of the law, cannot, prior to the performance of the respective formalities, be opposed to the third party, save proof that this one knew him.

Single paragraph. The third party shall not claim ignorance, provided that the said formalities have been fulfilled.

CHAPTER II

OF THE BUSINESS NAME

Art. 1,155. It is considered business name to be the firm or the adopted denomination, of compliance with this Chapter, for the Company's exercise.

Single paragraph. It is equipped with the business name, for the purposes of the protection of the law, the denomination of simple societies, associations and foundations.

Art. 1,156. The entrepreneur operates under firm consisting of his or her name, complete or abbreviated, adjoining you, if you want, more precise designation of your person or the genre of activity.

Art. 1,157. The society in which there are unlimited liability associates will operate under firm, in which only the names of those will be able to figure, basing to form it to the name of one of them the expression "and company" or its abbreviation.

Paragraph single. They stand in solidarity and unfetingly responsible for the obligations incurred under the social firm those who, by their names, appear in the firm of the society of which it treats this article.

Art. 1,158. It may the limited company adopt firm or denomination, integrated by the final word "limited" or its abbreviation.

§ 1º The firm shall be composed with the name of one or more partners, provided that physical persons, in an indicative manner of the social relationship.

§ 2º The denomination must designate the object of the society, being allowed in it to appear the name of one or more partners.

§ 3º The omission of the word "limited" determines liability sympathetic and unlimited of the administrators who thus employ the firm or the denomination of the society.

Art. 1,159. The cooperative society functions under an integrated denomination by the "cooperative" vocation.

Art. 1,160. The anonymous society operates under designative name of the social object, integrated by the expressions "anonymous society" or "company", by extensive or abbreviated.

Single paragraph. It may appear in the denomination the name of the founder, shareholder, or person that there is concorde for the good success of the formation of the company.

Art. 1,161. The society in commanding for actions can, in place of firm, adopt designative denomination of the social object, admissions of the expression "commanded by actions".

Art. 1,162. The society in the account of participation cannot have a firm or denomination.

Art. 1,163. The name of entrepreneur must distinguish himself from any other already inscribed on the same record.

Single paragraph. If the entrepreneur has name identical to that of others already enrolled, he / she should add designation that the distinga.

Art. 1,164. The business name cannot be the object of alienation.

Single paragraph. The acquirer of establishment, by act between living, may, if the contract allows him, to use the name of the alienant, preceded by his or her own, with the qualification of successor.

Art. 1,165. The name of a partner who comes to fall, is excluded or withdrawing, cannot be retained in the social firm.

Art. 1,166. The inscription of the entrepreneur, or of the constitutive acts of the legal persons, or the respective averages, in the registry of their own, ensure the exclusive use of the name in the boundaries of the respective state.

Single paragraph. The use provided for in this article will extend to the entire national territory, if registered in the form of the special law.

Art. 1,167. It is up to the impaired, at any time, action to annul the inscription of the business name made with violation of the law or the contract.

Art. 1,168. The inscription of the business name will be cancelled, the application of any person concerned, when it ceases the exercise of the activity for which it was adopted, or when it is ultimated the settlement of the society that has entered it.

CHAPTER III

Of The Preposites

Section I

General Provisions

Art. 1,169. The prepost cannot, without written authorization, make itself substitute for the performance of the preposition, under penalty of responding personally by the acts of the substitute and the obligations by it contraped.

Art. 1,170. The prepost, unless express permission, cannot negotiate on its own or third party's, nor participate, although indirectly, of operation of the same genre of the one committed to it, under penalty of responding for loss and damage and of being retained by the preponent the profits of the operation.

Art. 1,171. It is considered perfect for the delivery of papers, goods or values to the preposition, in charge of the preponent, if they have received them without protest, save in cases where there is a deadline for complaint.

Section II

From the Manager

Art. 1,172. A permanent preposition is considered to be manager in the company's exercise, at the headquarters of this, or in branch, branch office or agency.

Art. 1,173. When the law does not require special powers, the manager is deemed to have been authorized to practise all the acts necessary for the exercise of the powers bested upon him.

Single paragraph. In the lack of diverse stipulation, they consider themselves to be sympathetic to the powers conferred on two or more managers.

Art. 1,174. The limitations contained in the outward of powers, to be opposed to third parties, depend on the archiving and averting of the instrument in the Public Registry of Mercantile Companies, unless proven to be known to the person who treated with the manager.

Single paragraph. For the same purpose and with identical proviso, it shall have the modification or revocation of the mandate being filed and averaged in the Public Register of Mercantile Companies.

Art. 1,175. The preponent responds with the manager by the acts that this practicum in his own name, but to the account of that.

Art. 1,176. The manager may be in judgment on behalf of the preponent, by the obligations resulting from the exercise of his / her function.

Section III

From the Accountant and other Auxiliaries

Art. 1,177. The seats released on the books or tokens of the preponent, by any of the preposers in charge of their deed, produce, save if there is proceeded by bad-faith, the same effects as if they were by that.

Para. single. In the exercise of their duties, the preposers are personally liable, in the face of the preponents, for the culposable acts; and, in the face of third parties, solidarily with the preponent, for the doleful acts.

Art. 1,178. The preponents are responsible for the acts of any prepostions, practiced in their establishments and relating to the activity of the company, albeit not authorized in writing.

Single paragraph. When such acts are practiced outside the establishment, they shall only force the preponent on the limits of the powers conferred in writing, the instrument of which may be suppressed by the authentic certificate or copying of its content.

CHAPTER IV

From Writing

Art. 1,179. Entrepreneur and entrepreneur society are required to follow an accounting system, either mechanized or not, based on the uniform bookkeeping of their books, in correspondence with the respective documentation, and to raise the balance annually heritage and that of economic result.

§ 1º Saved the provisions of the art. 1,180, the number and the kind of books are at the discretion of the interested.

§ 2º It is waived from the requirements of this article the small business owner referred to in art. 970.

Art. 1,180. In addition to the remaining books required by law, the Journal is indispensable, which can be replaced by tokens in the case of mechanized or electronic deed.

Single paragraph. The adoption of tokens does not waiver the use of appropriate book for the launch of the balance sheet and of the economic outcome.

Art. 1,181. Unless special provision of law, the mandatory books and, if it is the case, the fact sheets, before put into use, shall be authenticated in the Public Registry of Mercantile Companies.

Single Paragraph. Authentication will not take place without being subscribed to the entrepreneur, or the entrepreneur society, who will be able to make authenticating non-mandatory books.

Art. 1,182. Without prejudice to the provisions of the art. 1,174, the deed will fall under the responsibility of legally entitled accountant, save if none are in the locality.

Art. 1,183. The deed will be done in national language and currency and in an accounting form, by chronological order of day, month and year, with no blank ranges, no entangles, smudges, rasuras, amendments or transports to the margins.

Paragraph single. It is permitted the use of code of numbers or abbreviations, which build from own book, regularly authenticated.

Art. 1,184. In the Journal will be launched, with individuation, clarity and characterization of the respective document, day by day, by direct writing or reproduction, all operations concerning the exercise of the company.

§ 1º Admitting to the bookkeeping summary of the Journal, with totals not exceeding the thirty-day period, in respect of accounts whose operations are numerous or carried out outside the establishment headquarters, provided that used regularly authenticated auxiliary books, for individualized registration, and conserved the documents that allow for its perfect verification.

§ 2º Will be released in the Journal the balance sheet and the economic result, owing both to be signed by technical Legally-enabled Contabeis Sciences and the entrepreneur or entrepreneur society.

Art. 1,185. Entrepreneur or entrepreneur society adopting the system of pitching tokens will be able to replace the book Daily by the book Balance Sheets and Balances, observed the same extrinsic formalities required for that one.

Art. 1,186. The book Balance Journals and Balances will be scripted so that it registers:

I-the daily position of each of the accounts or accounting titles, by the respective balance, in the form of daily balance-sheet;

II-the balance sheet and that of the economic result, at the end of the exercise.

Art. 1,187. In the collection of the elements for the inventory will be observed the following assessment criteria determined:

I-the goods for the exploitation of the activity will be assessed by the cost of acquisition, owing, in the assessment of the that wear out or depreciate with the use, by the action of the time or other factors, meet the respective devaluation, by creating amortization funds to assure them of the replacement or conservation of the value;

II-os securities, raw material, goods intended for disposal, or that constitute products or articles of the company's industry or trade, may be estimated by the cost of acquisition or manufacturing, or by the current price, whenever this is lower than the cost price, and when the current or venal price is above the value of the acquisition cost, or manufacturing, and the goods are assessed by the current price, the difference between this and the cost price will not be taken into account for the profit distribution, nor for the percentages referring to reserve funds;

III-the value of shares and fixed-income securities may be determined on the basis of the respective quotation of the Stock Exchange; the non-quoted and the non-shareholdings will be considered by their acquisition value;

IV-credits will be deemed to conform to the presumed value of achievement, failing to take into account those prescribed or difficult litigation, save if there is, as to the latter, equivalent prediction.

Single paragraph. Among the values of the asset may appear, provided that it precedes, annually, its amortization:

I-the costs of installing the society, up to the limit corresponding to ten percent of the social capital;

II-the interest paid to the shareholders of the anonymous society, in the period antecedent to the commencement of social operations, at the rate not exceeding twelve percent a year, fixed in the statute;

III-the amount effectively pays for the title of establishment aviation acquired by the entrepreneur or society.

Art. 1,188. The balance sheet shall express, with fidelity and clarity, the real situation of the Company and, met the peculiarities of this, as well as the provisions of the special laws, shall indicate, distinctly, the asset and the liability.

Paragraph single. Special law will have on the information that will accompany the balance sheet, in the event of affiliated societies.

Art. 1,189. The balance of economic result, or statement of the profit and loss account, will accompany the balance sheet and of it will contain credit and debit, in the form of the special law.

Art. 1,190. Reaped the cases provided for in law, no authority, judge or tribunal, under any pretext, will be able to make or order due diligence to check whether the entrepreneur or the entrepreneur society observes, or not, in his books and tokens, the formalities prescribed in law.

Art. 1,191. The judge will only be able to authorize the full display of the books and writing papers when necessary to resolve matters concerning succession, communion or society, administration or management to the account of others, or in the event of bankruptcy.

§ 1º The judge or court that knows of a cautionary measure or action may, the application or offender, order that the books of either of the parties, or of both, be examined in the presence of the entrepreneur or of the entrepreneanal society to which belong, or from persons by these appointees, to them to extract themselves what interests the matter.

§ 2º Aching the books in another jurisdiction, in it will take the exam, in the face of the respective judge.

Art. 1,192. Refused the presentation of the books, in the cases of the antecedent article, will be apprehended judicially and, in that of his § 1º, will have as true the alleged by the opposing party to prove himself by the books.

Single paragraph. The confession resulting from the refusal can be elided by documentary proof to the contrary.

Art. 1,193. The restrictions set out in this Chapter to the examination of the Registration, in part or in whole, do not apply to the authorities of the making, in the exercise of the supervision of the payment of taxes, in the strict terms of the respective special laws.

Art. 1,194. Entrepreneur and entrepreneur society are required to conserve in good custody all the deed, correspondence and more roles concerningto their activity, while no prescription or decay occurs in the touching of the acts laid out in them.

Art. 1,195. The provisions of this Chapter apply to branches, subsidiaries or agencies, in Brazil, of the entrepreneur or society based in a foreign country.

BOOK III

From the Law of Things

Ttitle I

From the possession

CHAPTER I

Da Posse and its Classification

Art. 1,196. It is considered possessing all of the one that has in fact the exercise, whether full or not, of some of the powers inherent in the property.

Art. 1,197. The direct possession, of person who has the thing in his power, temporarily, by virtue of personal right, or real, does not annuate the indirect, of whom the one was havid, and may the possessor direct defend his possession against the indirect.

Art. 1,198. It considers itself to be the one who, finding himself in relation to dependence to another, retains possession on behalf of this and in fulfillment of orders or instructions thereof.

Single paragraph. The one who started behaving the way he prescribes this article, in relation to the good and the other person, is presumed to have been inmates, until proven guilty.

Art. 1,199. If two or more people possess indivisa thing, they may each exercise over it possessory acts, provided that they do not exclude those of the other compossessed persons.

Art. 1,200. It is fair to possess that it is not violent, clandestine or precarious.

Art. 1,201. It is in good faith to possess, whether the possessor ignores the addiction, or the obstacle that prevents the acquisition of the thing.

Single paragraph. The possessor with fair title has for himself the presumption in good faith, unless otherwise proved, or when the law expressly does not admit to this presumption.

Art. 1,202. The possession of good faith only loses this character in the case and from the moment the circumstances make it presume that the possessor does not ignore that it possesses unduly.

Art. 1,203. Unless proven otherwise, it is understood to hold possession of the same character with which it was acquired.

CHAPTER II

From the Acquisition of Posse

Art. 1,204. It acquires possession from the time when it becomes possible to exercise, on behalf of itself, any of the powers inherent in the property.

Art. 1,205. The possession can be acquired:

I-by the very person who intends it or by its representative;

II-by third party without a mandate, depending on ratification.

Art. 1,206. The possession transmits itself to the heirs or lessees of the possessor with the same characters.

Art. 1,207. The universal successor remains entitled to the possession of its predecessor; and to the singular successor it is provided to unite its possession to that of the predecessor, to the legal effects.

Art. 1,208. Do not induce possession of the acts of mere permission or tolerance as well as they do not authorize their acquisition of the violent, or clandestine acts, otherwise after ceasing violence or clandestine.

Art. 1,209. The possession of the real estate makes presuming, even contrary proof, that of the mobile things that in it are.

CHAPTER III

Of The Effects of Posse

Art. 1,210. The possessor is entitled to be held in possession in the event of a turbocharging, restituted in the scathing, and insured of impending violence, if he is fair afraid of being molested.

§ 1º The turbocharged, or bubbled possessor, will be able to keep up or restitution for its own strength, provided that it does so soon; the acts of defence, or of disforce, cannot go beyond the indispensable to the maintenance, or restitution of the possession.

§ 2º shall not preclude maintenance or reintegration in the possession of the claim of ownership, or of another right on the thing.

Art. 1,211. When more than one person says he or she possesses, they will provisionally remain to have the thing, if it is not manifest that it has obtained it from some of the others by addictive mode.

Art. 1,212. The possessor can intry the sling action, or that of severance, against the third, who received the bubbled thing knowing that the era.

Art. 1,213. The provisions in the foregoing articles do not apply to non-apparent servitude, unless the respective titles provid from the possessor of the servient building, or from those of whom the latter had been.

Art. 1,214. The possessor in good faith is entitled, as long as it lasts, to the perceived fruits.

Single paragraph. The outstanding fruits to the time in which they cease in good faith must be restituted, after deducting the expenses of the production and costing; they must also be restituted the fruits harvested with anticipation.

Art. 1,215. Natural and industrial fruits are reputed to be harvested and perceived, as soon as they are separated; the civilians repute themselves to be perceived day by day.

Art. 1,216. The possessor of bad faith responds by all the fruits harvested and perceived, as well as by those who, by fault of his own, stopped realizing, from the time when constituted of mán-féd; he is entitled to the expenses of production and costing.

Art. 1,217. The possessor in good faith does not respond by the loss or deterioration of the thing, the one that does not give cause.

Art. 1,218. The possessor of bad faith responds by the loss, or deterioration of the thing, albeit accidental, save if it proves that they would otherwise have given, being held in the possession of the claim.

Art. 1,219. The possessor in good faith shall be entitled to the indemnity of the necessary and useful benefiters, as well as, as to the voluptuaries, if they are not paid, to raise them, when he can without the detriment of the thing, and may exercise the right of retention by the value of the necessary and useful benfeees.

Art. 1,220. To the possessor of bad faith will be resurrected only the necessary benefactions; it does not assist you with the right of retention for the importance of these, nor do you raise the voluptuary ones.

Art. 1,221. The benfeons compensate themselves with the damage, and only oblik to the mishandle if the time of the eviction still exists.

Art. 1,222. The claim, compelled to indemnify the benfeits to the possessor of bad faith, has the right to opt between its current value and its cost; to the possessor in good faith will indemnify by the current value.

CHAPTER IV

From the Perda of Posse

Art. 1,223. It is lost possession when it cesses, although against the will of the possessor, the power over the good, to which the art is concerned. 1,196.

Art. 1,224. Only one considers himself lost possession for whom he did not witness the scorn, when, having heard from him, refrains from returning the thing, or, trying to recover it, is violently repelled.

Of The Title II

Of The Actual Rights

SINGLE CHAPTER

General Provisions

Art. 1,225. They are real rights:

I-the property;

II-the surface;

III-the servings;

IV-the enjoyment;

V-the use;

VI-the dwelling;

VII-the right of the promising buyer of the real estate;

VIII-the pawn;

IX-the mortgage;

X-the anticancer.

Art. 1,226. The real rights on mobile things, when constituted, or transmitted by acts between living, only acquire with tradition.

Art. 1,227. Real rights on real estate constituted, or transmitted by acts between living, only acquire with the record in the Estate Registration Office of the aforementioned securities (arts. 1,245 a to 1,247), save the cases expressed in this Code.

Title III

Of The Property

CHAPTER I

From Property in General

Section I

Preliminary provisions

Art. 1,228. The owner has the faculty to use, enjoy and dispose of the thing, and the right to reavowed it from the power of whoever unjustly possessions it or detains it.

§ 1º The right of ownership must be exercised in line with its economic and social purposes and in such a way that they are preserved, of conformity with the established in special law, the flora, fauna, natural beauties, ecological balance and historical and artistic heritage, as well as avoided air pollution and the waters.

§ 2º Are defy the acts that do not bring to the owner any convenience, or usefulness, and are animated by the intention to harm others.

§ 3º The owner can be deprived of the thing, in the cases of misappropriation, by necessity or public utility or social interest, as well as in the requisition, in case of imminent public danger.

§ 4º The owner can also be deprived of the thing if the real estate movable claimed to consist of extensive area, uninterrupted and good-faith possession, for more than five years, of considerable number of persons, and these in it housed, jointly or separately, works and services considered by the judge of interest relevant social and economic.

§ 5º In the case of the antecedent paragraph, the judge shall fix the fair indemnity due to the owner; paid the price, shall be worth the sentence as title for the record of the immovable on behalf of the possessors.

Art. 1,229. The property of the soil covers that of the corresponding aerial and subsoil space, in height and depth useful to its exercise, and the owner may not object to activities that are carried out, by third parties, at a height or depth such, that no have him legitimate interest in preventing them.

Art. 1,230. The property of the soil does not cover deposits, mines and too much mineral resources, hydraulic energy potentials, archaeological monuments and other goods referred to by special laws.

Single paragraph. The owner of the soil has the right to exploit the mineral resources of immediate employment in the civil construction, provided that it does not undergo the industrial transformation, obeyed the provisions of special law.

Art. 1,231. The property is presumed full and exclusive, until proven to the contrary.

Art. 1,232. The fruits and more products of the thing belong, still when separated, to their owner, save if, by special legal precept, they have coubered it.

Section II

Of The Discover

Art. 1,233. Whoever finds thing alheia lost there is to restitute it to the owner or rightful possessor.

Single paragraph. Not knowing him, the discoverer will do so by finding him, and, if he does not find him, he will deliver the found thing to the competent authority.

Art. 1,234. The one who restitute the found thing, under the antecedent article, will be entitled to a reward not less than five per cent of its value, and to compensation for the expenses that there is made with the conservation and transport of the thing, if the owner does not prefers to abandon it.

Single paragraph. In determining the amount of the reward, consideration will be given to the effort developed by the discoverer to find the owner, or the rightful possessor, the possibilities that would have this one to find the thing and the economic situation of both.

Art. 1,235. The discoverer responds to the damage caused to the rightful owner or possessor, when it has proceeded with dolo.

Art. 1,236. The competent authority will give notice of the discovery through the press and other means of information, only by exposing edials if their value behaving them.

Art. 1,237. Decorations sixty days of the release of the news by the press, or of the edital, not performing who proves the property about the thing, will be this sold on public hoisting and, deducted from the price the expenses, plus the reward of the discoverer, will belong to the remnant to the Municipality in whose constituency the lost object has encountered.

Single paragraph. Being of diminishing value, can the Municipality abandon the thing in favor of who found it.

CHAPTER II

From Acquisition of Real Estate

Section I

Da Usucapion

Art. 1,238. The one who, for fifteen years, without interruption, nor opposition, possesses as his or her immovable, acquire the property, regardless of title and good-fé; and may apply to the judge to declare him by sentence, to which he will serve as a title for the registration in the Estate Registration Office.

Single paragraph. The time limit set forth in this article will reduce to ten years if the possessor there is established in the immovable to his habitual dwelling, or in it carried out works or services of productive character.

Art. 1,239. The one who, not being an owner of rural or urban real estate, posits as his, for five uninterrupted years, unopposed, land area in rural area not exceeding fifty hectares, making it productive for his work or his family, having in it your dwelling will acquire you the property.

Art. 1,240. The one who possesses, like his, urban area of up to two hundred and fifty square metres, for five years uninterruptedly and unopposed, using it for his dwelling or his family, will acquire him the domain, as long as it is not owner of other urban or rural real estate.

§ 1º The domain title and the granting of use will be conferred on the man or woman, or both, regardless of the marital status.

§ 2º The right provided for in the paragraph antecedent will not be recognized to the same possessor more than once.

Art. 1,241. May the possessor require the judge to be declared acquired, by usucape, the immovable property.

Single Paragraph. The statement obtained in the form of this article will constitute a skilful title for the record in the Estate Registration Office.

Art. 1,242. It also acquires the property of the immovable one which, continuously and undisputed, with fair title and good faith, possesses it for ten years.

Single paragraph. It shall be five years the time frame provided for in this article if the immovable has been acquired, burdensome, on the basis of the constant record of the respective carthorium, cancelled thereafter, provided that the possessors in it have established their dwelling, or realized investments of social and economic interest.

Art. 1,243. The possessor may, in order to count the time required by the background articles, add to his possession of that of his predecessors (art. 1,207), provided that all are continuous, peaceful and, in the cases of art. 1,242, with fair title and in good faith.

Art. 1,244. It extends to the possessor the debtor's willingness about the causes that prevent, suspend or interrupt the prescription, which also apply to the usufruct.

Section II

From the acquisition by the Registry of the Title

Art. 1,245. Transfers between living the property upon registration of the translational title in the Estate Register.

§ 1º While not registering the translational title, the alienant continues to be there as the owner of the immovable.

§ 2º While not promoting itself, by means of own action, the invalidity decrement of the registry, and the respective cancellation, the acquirer continues to be there as the owner of the immovable.

Art. 1,246. The registration is effective from the moment you present the title to the officer of the registry, and this one prenotases you in the protocol.

Art. 1,247. If the content of the record does not express the truth, you may be interested to complain that you rectify or annul.

Single paragraph. Cancelled the registration, may the owner claim the immovable, regardless of the good faith or title of the third acquirer.

Section III

From the acquisition by Acession

Art. 1.248. The accession can give itself:

I-by formation of islands;

II-by renting;

III-by avulsion;

IV-by abandonment of alveo;

V- by plantations or constructions.

Subsection I

Of the Islands

Art. 1,249. Islands that form in ordinary or private currents belong to the riverside owners, observed the following rules:

I-those forming in the middle of the river consider themselves to be accruals over the borderlands borderlands from both shores, in the proportion of their tested, to the line dividing the alvee into two equal parts;

II-those forming between the said line and one of the margins consider themselves additions to the riparian land borderlands on that same side;

III-those graduating from the unfolding of a new arm of the river continue to belong to the owners of the land at the expense of which they have constituted themselves.

Subsection II

From Aluvion

Art. 1,250. The accruals formed, successive and imperceptibly, by deposits and natural landfills along the banks of the currents, or by the diversion of the waters of these, belong to the owners of the marginal land, without indemnification.

Paragraph single. The alluvial terrain, which forms in front of buildings of different landlords, will divide between them, in the proportion of the tested each over the old margin.

Subsection III

From the Avulsion

Art. 1,251. When, by violent natural force, a portion of land stands out from one building and joining another, the owner of this will acquire the property of the addition, whether to compensate the owner of the first or, without indemnification, if, in a year, no one has complained.

Single paragraph. Refusing to pay severance, the owner of the building to which he has joined the portion of land should acquiesce to which to remove the increased part.

Subsection IV

From the Abandoned Álveo

Art. 1,252. The abandoned stream alvee belongs to the riparian owners of the two shores, without having indemnifying the owners of the grounds for where the waters open new course, understanding that the marginal buildings extend to the middle of the alveyway.

Subsection V

Of The Constructions and Plantations

Art. 1,253. Every existing construction or plantation on a plot of land is presumed to be done by the owner and at his expense, until proven guilty.

Art. 1,254. The one who sows, plants or edifies on own ground with seeds, plants or alheious materials, acquires the property of these; but he is obliged to pay them the value, in addition to responding for loss and damage, if he acted in a bad faith.

Art. 1,255. The one who sows, plants or edifies on alheio terrain loses, to the advantage of the owner, the seeds, plants and constructions; if he proceeded in good faith, he shall be entitled to compensation.

Single paragraph. If the construction or plantation considerably exceeds the value of the land, the one who, in good faith, has planted or edited, will acquire the property of the soil, upon payment of the severance fixed judicially, if there is no agreement.

Art. 1,256. If from both parties there was bad faith, it will acquire the owner the seeds, plants and constructions, and should ressarct the value of the accessions.

Single paragraph. It is presumed to be bad faith in the owner, when the construction work, or lavrot, has taken place in his presence and without impugning his.

Art. 1,257. The foregoing article applies to the case that they do not belong to the seeds, plants or materials to whom in good faith they have employed them on alheious soil.

Single paragraph. The owner of the seeds, plants or materials will be able to charge the owner of the soil with due compensation, when he cannot haver it from the planter or constructor.

Art. 1,258. If the construction, made partially on its own soil, invades soil alheio in proportion not exceeding the twentieth part of this, acquires the builder of good faith the property of the invaded soil part, if the value of the construction exceeds that part, and responds by indemnification that represents, too, the value of the lost area and the devaluation of the remaining area.

Single paragraph. Paying in décuplo the losses and damage provided for in this article, the man-faith builder acquires the ownership of the part of the soil that invaded, if in proportion to the twentieth part of this and the value of the construction considerably exceeds that part and not if can demolish the invasive portion without serious injury to the construction.

Art. 1,259. If the builder is in good faith, and the invasion of the alheio soil exceeds the twentieth part of this, acquires the ownership of the invaded soil part, and accounts for loss and damage that covers the value that the invasion add to the construction, the more the area lost and that of the devaluation of the remaining area; if of bad faith, it is obliged to demolish what it has built, paying the ascertained losses and damage, which will be due in double.

CHAPTER III

Da Acquisition of Mobile Ownership

Section I

From Usucapion

Art. 1,260. The one who possesses mobile thing like his, continuous and unchallenged for three years, with fair title and good faith, will acquire him the property.

Art. 1,261. If the possession of the mobile thing extends for five years, it will produce usucapion, regardless of title or good faith.

Art. 1,262. It applies to the usucapion of the mobile stuff the willing in the arts. 1,243 and 1,244.

Section II

From Occupation

Art. 1,263. Whoever signs up with no owner thing to soon acquire him the property, not being that occupation defense by law.

Section III

From the Treasury's Achado

Art. 1,264. The old deposit of precious things, hidden and from whose owner there is no memory, will be divided by equal between the owner of the building and what to find the treasure casually.

Art. 1,265. The treasure will belong by whole to the owner of the building, if it is found by him, or in research he ordered, or by third party unauthorized.

Art. 1,266. Finding yourself in aforated terrain, the treasure will be divided by equal between the discoverer and the enfitter, or it will be from this one by whole when it is the discoverer.

Section IV

From the Traddition

Art. 1,267. The ownership of things does not transfer through the legal business before tradition.

Single paragraph. It undertakes tradition when the transmitant continues to possess by the possessory constituent; when he gives in to the acquirer the right to the restitution of the thing, which is in third party power; or when the acquirer is already in possession of the thing, by occasion of the legal business.

Art. 1,268. Made by whoever does not own, the tradition does not aliena the property, except if the thing, offered to the public, at auction or commercial establishment, is transferred in circumstances such that, to the acquirer of good faith, as to any person, the alienating if it appears to own.

§ 1º If the acquirer is in good faith and the alienant then purchases the property, the transfer is considered to have been carried out since the time when the tradition occurred.

§ 2º It does not transfer ownership to tradition, when it has by title a void legal business.

Section V

From the Specification

Art. 1,269. The one who, working on raw material in part alheia, gets new species, from this one will own it, if it cannot be restitued to the previous form.

Art. 1,270. If the whole matter is alien, and it cannot be reduced to the preceding form, it will be from the specifier in good faith the new species.

§ 1º Being practicable the reduction, or when impracticable, if the new species obtained itself in bad faith, it will belong to the owner of the raw material.

§ 2º In any case, including that of the painting in relation to the canvas, of the sculpture, scripture and other any graphic work in relation to the raw material, the new species will be of the specifier, if its value considerably exceeds that of the raw material.

Art. 1,271. To the harderings, in the hypotheses of the arts. 1,269 and 1,270, if the damage they suffer, less to the user-specific, in the case of Paragraph 1º of the antecedent article, when irreducible the specification.

Section VI

Of The Confusion, of the Commission and of the Adjoining

Art. 1,272. The things belonging to various owners, confused, mixed or adjuncted without their consent, continue to belong to them, and it is possible to separate them without deterioration.

§ 1º Not being possible separation of things, or requiring excessive expenditures, subsists indivist the whole, cabling each of the quinlion owners proportional to the value of the thing with which it entered into the mixture or aggregate.

§ 2º If one of the things can be considered principal, the owner will have it from the whole, indensing others.

Art. 1,273. If the confusion, commission or adjoining has operated in a bad faith, to the other party it will be to choose between acquiring the property of the whole, paying what is not yours, abating the indemnity owed to it, or renouning what belongs to it, in which case it will be indenized.

Art. 1,274. If the union of subjects of a diverse nature form new species, the confusion, commission or adjunction apply the standards of the arts. 1,272 and 1,273.

CHAPTER IV

From the Loss of the Property

Art. 1,275. In addition to the causes considered in this Code, the property is lost:

I-by alienation;

II-by the resignation;

III-by abandonment;

IV-by peration of the thing;

V-by misappropriation.

Single paragraph. In the cases of the incisors I and II, the effects of the loss of the immovable property will be subordinated to the record of the transmissive title or the renunciative act in the Register of Real Estate.

Art. 1,276. The urban real estate that the owner abandons, with the intention of no longer conserving him in his estate, and that if he does not find himself in the possession of others, can be raised, as well vacant, and pass, three years later, to the property of the Municipality or to the Federal District, if you find yourself in the respective constituencies.

§ 1º The immovable situated in the rural area, abandoned under the same circumstances, could be raised, as well vacant, and pass, three years later, to the property of the Union, wherever it is located.

§ 2º Absolute the intention referred to in this article, when, ceased the acts of possession, leave the owner to satisfy the tax burden.

CHAPTER V

Of The Neighborhood Rights

Section I

Of The Abnormal Use of Ownership

Art. 1,277. The owner or possessor of a building has the right to cease interference detrimental to the security, the quiet and the health of those who inhabit it, caused by the use of neighbouring property.

Single paragraph. The interferences are prohibited considering the nature of the use, the location of the building, met the norms that distribute the buildings in zones, and the ordinary limits of tolerance of the residents of the neighbourhood.

Art. 1,278. The right to which the antecedent article does not prevail when the interferences are justified by public interest, in which case the owner or the possessor, causing them, will pay the neighbouring severance cabal.

Art. 1,279. Even if by judicial decision they should be tolerated of interferences, it may be possible for the neighbour to demand its reduction, or deletion, when they become possible.

Art. 1,280. The owner or the possessor is entitled to demand from the owner of the neighbouring building the demolition, or the repair of this, when it threatens ruin, as well as to pay him collateral for the impending damage.

Art. 1,281. The owner or possessor of a building, in which someone has a right to make works, may, in the case of impending damage, require from the author of them the necessary guarantees against the possible injury.

Section II

From the Trees Boretrofes

Art. 1,282. The tree, whose trunk is on the dividing line, is presumed to belong in common to the owners of the confining buildings.

Art. 1,283. The roots and the branches of tree, which surpass the building's narrow, can be cut, up to the vertical dividing plane, by the owner of the invaded terrain.

Art. 1,284. The fallen tree fruits from the neighboring terrain belong to the owner of the soil where they fell, if this one is privately owned.

Section III

From the Forced Pass

Art. 1,285. The owner of the building who does not have access to the public, nascent or port, can, upon payment of cabal compensation, embarrass the neighbour to give him passage, the course of which will be judicially fixed, if necessary.

§ 1º It will suffer the embarrassment the neighbor whose most natural immovable and easily provide himself to the passage.

§ 2º If partial disposal of the building occurs, so that one of the parties loses access to the public, nascent or port, the owner of the other must tolerate the passage.

§ 3º Applies the provisions in the antecedent paragraph still when, before the alienation, there existed passage through neighbouring real estate, not being the owner of this constrained, after, to give one another.

Section IV

From the Passage of Cables and Tubulations

Art. 1,286. Upon receipt of indemnification that attends, too, to the devaluation of the remaining area, the owner is obliged to tolerate the passage, through his immovable, of cables, pipes and other underground conduits of utilities, take advantage of neighboring owners, when otherwise impossible or overly burdensome.

Single paragraph. The impaired owner may require that the facility be made less gravy to the burdensome building, as well as, afterwards, be removed, at its expense, to another location of the immovable.

Art. 1,287. If the facilities offer serious risk, it will be provided to the owner of the burdensome building to demand the realization of safety works.

Section V

Das Águas

Art. 1,288. The owner or possessor of the lower building is obliged to receive the waters that run naturally from the superior, and may not carry out works that embark on their flow; however the natural and previous condition of the lower building cannot be aggravated by works made by the owner or possessor of the top building.

Art. 1,289. When the waters, artificially taken to the upper building, or harvested there, run from it to the lower, may the owner of this claim to deviate, or if you indemnify him the injury he suffers.

Single paragraph. From the severance will be deducted the value of the benefit obtained.

Art. 1,290. The owner of the spring, or of the soil where they fall rainwater, satisfied the needs of their consumption, cannot prevent, or divert the natural course of the remaining waters by the lower buildings.

Art. 1,291. The possessor of the top real estate will not be able to pollute the waters indispensable to the first necessities of the life of the possessors of the inferior real estate; the remaining ones, which pollute, should recover, ressarcasing the damage that these suffer, if not possible to recovery or the deviation from the artificial course of the waters.

Art. 1,292. The owner has the right to construct dams, fishings, or other works for water damming in his building; if the dammed waters invade building alheio, it will be its owner indemnified for the damage suffered, deducted the benefit value obtained.

Art. 1,293. It is permitted to anyone who is, upon prior compensation to the impaired owners, to build canals, through alheious buildings, to receive the waters to which they are entitled, indispensable to the first necessities of life, and, as long as not cause considerable injury to agriculture and industry, as well as for the runoff of superfluous or accumulated waters, or land drainage.

§ 1º To the impaired owner, in such a case, also watches right to compensation for the damage that in future adheres to it from the infiltration or irruption of the waters, as well as from the deterioration of the works meant to channel them.

§ 2º The impaired owner may demand that it be underground to piping that traverses edified areas, courtyards, hordes, gardens or yards.

§ 3º The aqueduct will be built in a way that causes the least injury to the owners of the neighboring real estate, and at the expense of its owner, to whom it is also the expenditure of conservation.

Art. 1,294. It applies to the right to aqueduct the willing in the arts. 1,286 and 1,287.

Art. 1,295. The aqueduct will not prevent the owners from surround the real estate and build upon it, without prejudice to their safety and conservation; property owners will be able to use from the waters of the aqueduct for the first necessities of life.

Art. 1,296. If there are in the aqueduct superfluous waters, others will be able to channel them, for the purposes set out in the art. 1,293, upon payment of compensation to the impaired owners and to the owner of the aqueduct, of importance equivalent to the expenses that would then be required for the conduct of the waters to the point of derivation.

Para. single. They have preference the owners of the real estate traversed by the aqueduct.

Section VI

From the Limits between Buildings and the Right of Tapage

Art. 1,297. The owner is entitled to surround, withhold, value or plug in any way his building, urban or rural, and may embarrass his confinement to proceed with him to the demarcation between the two buildings, to avivate rumos erased and to renew milestones destroyed or ruined, relapse proportionally between those interested in their respective expenses.

§ 1º The intervals, walls, fences and the dividing tapoms, such as living sebes, wire or wood fences, walkies or banquets, assume, until proven to the contrary, belong to both the confining owners, being these obligated, of conformity with the customs of the locality, to compete, in equal parts, for the expenses of their construction and conservation.

§ 2º The living sebes, the trees, or any plants, which serve as a divisional landmark, can only be cut, or ripped off, by common agreement between owners.

§ 3º The construction of special tapumes to prevent the passage of small-sized animals, or to another end, may be required from those who provoked their need, by the owner, who is not obliged to compete for the expenses.

Art. 1,298. Being confused, the limits, in lack of another means, will determine whether to conform to fair possession; and, failing to find herself proved, the contested terrain will split by equal parts between the buildings, or, not being possible the dressage division, if will award one of them, upon indemnification to the other.

Section VII

From the Right to Construct

Art. 1,299. The owner can raise on his ground the constructions that aproud him, save the right of the neighbors and the administrative regulations.

Art. 1,300. The owner will build in such a way that your building does not pour waters, directly, over the neighboring building.

Art. 1,301. It is defenceless to open windows, or to make eirate, terrace or balcony, less than metro and a half of the neighbouring terrain.

§ 1º The windows whose unswelded view on the dividing line, as well as perpendicular ones, will not be able to be opened to less than seventy five centimetres.

§ 2º The provisions of this article do not cover openings for light or ventilation, not greater than ten centimetres wide over twenty in length and built more than two metres of height from each floor.

Art. 1,302. The owner may, on the lapse of year and day after the completion of the work, require that he / she dispose window, balcony, terrace or drip over his / her building; brushed the deadline, will not in turn be able to edit without meeting the provisions of the article antecedent, nor prevent, or hinder, the runoff from the waters of the drip, with injury to the neighbouring building.

Single paragraph. In treating vans, or openings for light, whatever the quantity, height and disposition, the neighbor will be able to, at all times, raise their edification, or contramuro, even if they see them in the clearness.

Art. 1,303. In the rural area, it will not be allowed to lift buildings less than three metres from the neighbouring terrain.

Art. 1,304. In the cities, towns and villages whose building is adstrated the alignment, the owner of a plot of land can build on it, madeirating on the dividing wall of the contiguous building, if it supports the new construction; but it will have to pocket the neighbor half of the value of the wall and the corresponding floor.

Art. 1,305. The confining, which first builds, can rest the dividing wall up to half thickness in the contiguous terrain, without losing by this the right to be half value of it if the neighbor to lock, in which case the first one will set the width and depth of the bedrock.

Single paragraph. If the dividing wall belongs to one of the neighbors, and does not have the capacity to be waged by the other, it cannot make it to the foot to the foot without providing collateral to the one, for the risk to which it exposes the previous construction.

Art. 1,306. The parede-half condomar can use it until the middle of the thickness, not endangering the safety or separation of the two buildings, and by warning in advance the other condomar of the works that there intends to do; it cannot without consent of the other, do, in the parehalf-half, closets, or similar works, corresponding to others, of the same nature, already made from the opposite side.

Art. 1,307. Any of the confines can alum the dividing wall, if necessary by reconstructing it, to withstand the altement; it will bear all expenses, inclusive of conservation, or with half, if the neighbor acquires meation also in the augmented part.

Art. 1,308. It is not lawful to pull over the dividing wall chimneys, stoves, ovens or any apparatus or deposits susceptible to produce infiltrations or interference harmful to the neighbor.

Single paragraph. The previous provision does not cover ordinary chimneys and kitchen stoves.

Art. 1,309. Constructions capable of polluting, or unutilizing, for ordinary use, the water of the well, or nascent alheia, are forbidden, to them preexisting.

Art. 1,310. It is not allowed to make excavations or any works that take down the well or the spring from listening to water indispensable to their normal needs.

Art. 1,311. It is not permitted to perform any work or service susceptible to causing crumbling or displacement of land, or which compromises the safety of the neighbouring building, else after have the acautelatory works have been made.

Paragraph single. The owner of the neighbouring building is entitled to a ressaration for the damage it suffers, despite the fact that the acautelatory works have been carried out.

Art. 1,312. Every one who violates the prohibitions set forth in this Section is obliged to demolish the constructions made, responding by loss and damage.

Art. 1,313. The owner or occupant of the immovable is obliged to tolerate that the neighbor among in the building, upon prior notice, to:

I-him temporarily use, when indispensable to the repair, construction, reconstruction or cleaning of his / house or the dividing wall;

II-rot of things of yours, including animals that find themselves casually.

§ 1º The provisions of this article apply to cases of cleaning or repair of sewage, wallets, hygienic appliances, wells and springs and the hedge trims.

§ 2º In the inciso II hypothesis, once delivered the things sought by the neighbor, it could be prevented from entering the immovable.

§ 3º If the exercise of the right secured in this article damages, it will have the impaired right to ressarcement.

CHAPTER VI

From the General Condominance

Section I

From The Voluntary Condominion

Subsection I

From The Rights and Deveres of the Condôminos

Art. 1,314. Each condomar can use the thing as per its intended, upon it to exercise all rights compatible with the indivision, claim it from third party, defend its possession and alhear the respective ideal part, or record it.

Paragraph single. None of the condones can alter the destination of the common thing, nor give it possession, use or enjoyment of it to strangers, without the consensus of others.

Art. 1,315. The condômino is obligated, in the proportion of its part, to compete for the expenses of conservation or division of the thing, and to bear the burden to which it is subject.

Single paragraph. The ideal parts of the condones are presumed to be equal.

Art. 1,316. It may the condommino eximir himself from the payment of the expenses and debts, renouncing the ideal part.

§ 1º If the remaining condones assume the expenses and debts, the waiver availed them, by acquiring the ideal part of who resigned, in the proportion of the payments they make.

§ 2º If there is no condony that makes the payments, the common thing will be divided.

Art. 1,317. When the debt has been contracted by all the condones, without discriminating on the part of each one in the obligation, nor does it stipulate solidarity, it is understood that each compelled proportionally to its quinlion in the common thing.

Art. 1,318. The debts incurred by one of the condones to the advantage of the communion, and during it, obligate the contractor; but it will have this regressive action against the rest.

Art. 1,319. Each condommino responds to others by the fruits that realized the thing and the damage it caused him.

Art. 1,320. At all time it will be lawful for the condylus to demand the division of the common thing, replying the quinlion of each for its share in the expenses of the division.

§ 1º Can the condones agree that stay indivate the common thing by term no greater than five years, susceptible to subsequent prolongation.

§ 2º It shall not exceed five years the indivision established by the donor or the testator.

§ 3º The application of any interested and if serious reasons to advise you, may the judge determine the division of the common thing before the deadline.

Art. 1,321. They apply to the division of the condominian, in what couber, the rules of sharing of inheritance (arts. 2,013 a to 2,022).

Art. 1,322. When the thing is indivisible, and the consorts do not want to award it to one, indenticing the others, it will be sold and reparty the apurado, preferring, on sale, in equal conditions of offer, the condômino to the stranger, and between the condones that that has in the most valuable do-gooder thing, and, not the ones going on, that of the larger quinlion.

Single paragraph. If none of the condones has benfeits in the common thing and participate in all the condo in equal parts, it will perform bidding among strangers and, before awarding the thing to the one that offered greater laneway, will proceed to bidding among the condomers, in order for the thing to be awarded to whom after all to offer better laneway, preferring, in equal conditions, the condommino to the stranger.

Subsection II

From the Condominiation Administration

Art. 1,323. Acting the majority on the administration of the common thing, will choose the administrator, who may be alien to the condo; by resolving to rent it, they will prefer, in equal conditions, the condomal to what is not.

Art. 1.324. The condôme that administrate without opposition from the others is presumed common representative.

Art. 1,325. The majority will be calculated by the value of the quintons.

§ 1º The deliberations will be mandatory, being taken by an absolute majority.

§ 2º Not being possible to achieve absolute majority, the judge will decide, the requirement of any condômino, heard the others.

§ 3º Havendo doubt as to the value of the quinlion, it will be this judicially assessed.

Art. 1,326. The fruits of the common thing, failing to otherwise stipulate or disposition of last will, will be shared in the proportion of the quintons.

Section II

Of The Required Condominion

Art. 1,327. The condominion by the meation of walls, fences, walls and ditches regulates itself by the provisions of this Code (arts. 1,297 and 1,298; 1,304 a to 1,307).

Art. 1,328. The owner who is entitled to debuting an immovable with walls, fences, walls, ditches or valours, will also have it to acquire meation on the wall, wall, valet or fence of the neighbour, pocketing him half of what is currently worth the work and the ground by it occupied (art. 1,297).

Art. 1,329. By not bypass the two in the price of the artwork, it will be this arbitrated by experts, at the expense of both confines.

Art. 1,330. Whatever the value of the meation, while the one who intends the division does not pay it or deposit it, no use will be able to make on the wall, wall, ditch, fence or any other divisive works.

CHAPTER VII

From the Edilician Condominion

Section I

General Provisions

Art. 1,331. There may be, in buildings, parts that are the exclusive property, and parts that are common property of the condones.

§ 1º The susceptible parts of independent use, such as apartments, offices, rooms, shops, overshops or shelters for vehicles, with the respective ideal fractions on the ground and in the other common parts, subject to exclusive property, and may be disposed of and freely recorded by their owners.

§ 2º The soil, the structure of the building, the roof, the general water distribution network, sewage, gas and electricity, the central heating and cooling, and the remaining common parts, inclusive of access to the public lograde, are used in common by the condomers, not may be disposed of separately, or divided.

§ 3º The optimal fraction in the soil and in the other common parts is proportional to the value of the real estate unit, which is calculated in relation to the set of the edification.

§ 4º No real estate unit can be deprived of the access to the public loafer.

§ 5º The covering terrace is common part, unless otherwise provided contrary to the condominiation's constitution writing.

Art. 1,332. It is established the building condominium by act between living or testament, registered in the Estate Registration Office, and shall appear in that act, in addition to the provisions of special law:

I-the discrimination and individualization of the exclusive property units, debuted one of the other and the common parts;

II-the determination of the optimal fraction assigned to each unit, concerning the terrain and common parts;

III-the end to that the units are intended.

Art. 1,333. The convention constituting the building condominion shall be subscribed by the holders of at least two-thirds of the optimal fractions and becomes, since soon, mandatory for the right holders over the units, or for how many about them have possession or detention.

Single paragraph. In order to be enforceable against third parties, the condominium convention is to be registered in the Estate Registration Office.

Art. 1,334. In addition to the clauses referred to in art. 1,332 and those that the interested housees for well stipulate, the Convention shall determine:

I-the proportional quota and the mode of payment of the contributions of the condones to meet the ordinary and extraordinary expenditure of the condo;

II-its form of administration;

III-the competence of the assemblies, form of their convocation and quorum required for the deliberations;

IV-the sanctions to which they are subject to condors, or possessors;

V-the internal regiment.

§ 1º The convention could be done by public scripture or by particular instrument.

§ 2º Are assimilated to the owners, for the purposes of this article, unless otherwise stipulated, the promising purchasers and the rights transferees relating to the autonomous units.

Art. 1,335. They are the rights of the condtion:

I-use, fruity and freely dispose of their units;

II-use of the common parts, as per their targeting, and provided that it does not preclude the use of the remaining ones compossessed;

III-voting in the deliberations of the assembly and of them participating, being quite quite.

Art. 1,336. Are the duties of the condomal:

I-Contributing to the expenses of the condo, in the proportion of its optimal fractions;

II-do not carry out works that compromise the security of the building;

III-do not change the shape and color of the facade, of the external parts and squadrons;

IV-give its parts the same intended one as it has the edification, and not to use them in a manner detrimental to the quiet, salubrity and safety of the possessor, or the good customs.

§ 1º The condomer who fails to pay his / her contribution will be subject to the moratory interest agreed upon or, not being forecasted, those of one per cent to the month and fine of up to two per cent on debit.

§ 2º The condôme, who fails to fulfill any of the duties set out in the incisties II to IV, shall pay the fine provided for in the constitutive act or the convention, and may not be greater than five times the value of your monthly contributions, regardless of the losses and damages that ascertain; there is no express provision, it will be up to the general assembly, by two thirds at the minimum of the remaining condones, to deliberate on the collection of the fine.

Art. 1337. The condômino, or possessor, who does not comply repeatedly with his duties in the face of the condominium may, by deliberation of three quarters of the remaining condones, be constrained to pay corresponding fine up to the quotation of the value assigned to the contribution to the condominial expenses, as per the severity of the flawed and the reiteration, regardless of the losses and damage that are attached.

Single paragraph. The condômino or possessor who, for his repeated antisocial behaviour, engenders incompatibility of coexistence with the remaining condors or possessors, may be constrained to pay fine corresponding to the décuple of the value attributed to the contribution to the condominial expenses, until subsequent deliberation of the assembly.

Art. 1,338. By resolving the condommino rent area in the shelter for vehicles, it will prefer, in equal conditions, any of the condones to strangers, and, among all, the possessors.

Art. 1,339. The rights of each condomer to the common parts are inseparable from their exclusive property; they are also inseparable from the optimal fractions corresponding to the real estate units, with their ancillary parts.

§ 1º In cases of this article it is prohibited to divest or record the goods separately.

§ 2º It is permitted for the condomar to divest part of his real estate unit to another condômino, may only do so to the third party if that faculty appears in the act constitutive of the condominium, and if it does not object to its respective general assembly.

Art. 1,340. Expenses relating to common parts of exclusive use of a condômino, or of some of them, are incumbent upon whom they serve.

Art. 1,341. The realization of works in the condo depends:

I-if voluptuary, of voting two-thirds of the condones;

II-if useful, voting of most condomers.

§ 1º The works or necessary reparations may be carried out, regardless of authorization, by the liquidator, or, in the event of an omission or impediment thereof, by any condomar.

§ 2º If the necessary works or repairs are urgent and to impose on excessive expenses, determined their achievement, the syndicate or the condômino who took the initiative of them will give science to the assembly, which should be convened immediately.

§ 3º Not being urgent, the works or necessary repairs, which impose on excessive expenses, will only be able to be effected after authorization of the assembly, specially convened by the syndicate, or, in case of omission or impediment of this, by any of the condones.

§ 4º The condomal that carrying out necessary works or repairs will be reimbursed from the expenses that effectuate, having no right to restitution of those that do with works or repairs of another nature, although of common interest.

Art. 1,342. The realization of works, in common parts, in addition to the already existing ones, in order to facilitate them or increase the use, depends on the approval of two-thirds of the votes of the condones, not being allowed constructions, in the common parts, susceptible to harm the use, by any of the condomers, of the parts of their own, or common.

Art. 1,343. The construction of another pavement, or, on the common ground, of another building, intended to contain new real estate units, depends on the approval of the unanimity of the condomers.

Art. 1,344. The owner of the roof terrace is incumbent on the expenses of its conservation, so that there is no damage to the lower real estate units.

Art. 1,345. The unit acquirer responds by the divestment's debits, in relation to the condominance, inclusive fines and moratous interest.

Art. 1,346. It is mandatory the insurance of all edification against the risk of fire or destruction, total or partial.

Section II

From the Administration of the Condominion

Art. 1,347. The assembly will choose a syndicate, which may not be conditional, to administer the condominium, by no longer than two years, which it will be able to renew.

Art. 1,348. It is incumbent upon the syndicate:

I-summoning the assembly of the condones;

II-represent, actively and passively, the condominium, practicing, in judgment or outside of it, the acts necessary to defend the interests common;

III-give immediate knowledge to the assembly of the existence of judicial or administrative procedure, of interest of the condominium;

IV-comply and enforce the convention, the regiment internal and the determinations of the assembly;

V-diligenate the conservation and custody of the common parties and to ensure the provision of the services that matter to the possessors;

VI-elaboration of the budget of the revenue and the relative expenditure each year;

VII-charge of the condones their contributions, as well as impose and collect the fines due;

VIII-render accounts to the assembly, annually and when required;

IX-carry out the insurance of the edification.

§ 1º Can the assembly invest another person, in place of the syndicate, in powers of representation.

§ 2º The syndicate may transfer the outrain, in whole or in part, the powers of representation or administrative functions, upon approval of the assembly, unless otherwise provided for in the convention.

Art. 1,349. The assembly, specially convened for the purpose set out in Paragraph 2º of the antecedent article, may, by the vote of the absolute majority of its members, remove the liquidator who practised irregularities, not to account, or not to administer conveniently the condo.

Art. 1,350. It shall convene the syndicate, annually, meeting of the assembly of the condones, in the manner provided for in the convention, in order to approve the expenditure budget, the contributions of the condones and the provision of accounts, and to eventually elect him the substitute and change the internal regiment.

§ 1º If the syndicate does not convene the assembly, a quarter of the condones will be able to do so.

§ 2º If the assembly does not meet, the judge will decide, the application of any condommino.

Art. 1,351. It depends on the approval of two-thirds of the votes of the condones the amendment of the convention and the internal regiment; the change of the intended building, or the real estate unit, depends on approval by the unanimity of the condomers.

Art. 1,352. Unless required special quorum, the deliberations of the assembly shall be taken, at first convocation, by a majority of votes from the present condomers representing at least half of the optimal fractions.

Single paragraph. The votes will be commensurate with the ideal fractions on the ground and the other common parts belonging to each condômino, unless otherwise diverse provision of the condominal constitution convention.

Art. 1,353. At second convocation, the assembly will be able to deliberate by a majority of the votes of those present, save when required special quorum.

Art. 1,354. The assembly will not be able to deliberate if all the condones are not summoned for the meeting.

Art. 1,355. Extraordinary assemblies will be able to be summoned by the syndicate or by a quarter of the condomers.

Art. 1,356. There may be in the condominium a tax advice, composed of three members, elected by the assembly, by no longer than two years, to which it is incumbent to give advice on the accounts of the liquidator.

Section III

Da Extinction of the Condominion

Art. 1,357. If the edification is total or considerably destroyed, or threatens ruin, the condones will deliberate in assembly on the reconstruction, or sale, by votes that account for half plus one of the ideal fractions.

§ 1º Delibered the reconstruction, may the condommino eximir himself from the payment of the respective expenses, by divesting his rights to other condomers, upon judicial evaluation.

§ 2º Realized the sale, in which one would prefer, in equal conditions of offer, the condômino to the stranger, will be reaped the ascertained among the condones, proportionally to the value of their real estate units.

Art. 1,358. If misappropriation occurs, the indemnification will be rematch in the proportion referred to in Paragraph 2º of the antecedent article.

CHAPTER VIII

From Resolvable Property

Art. 1.359. Settled the property by the implement of the condition or by the advent of the term, understand-if also solved the real rights granted in its pendency, and the owner, in whose favour the resolution operates, can claim the power thing from whom the posits or detains.

Art. 1,360. If the property resols itself by another supervenient cause, the possessor, who has acquired it by title prior to its resolution, shall be deemed a perfect owner, resting to the person, on whose benefit there was the resolution, action against the one whose property if it resolved to be the thing itself or its value.

CHAPTER IX

From Fiduciary Property

Art. 1,361. It is considered fiduciary the resolvable property of unfungible mobile thing that the debtor, with scope of guarantee, transfers to the creditor.

§ 1º Constituts the trust property with the record of the contract, concluded by public or particular instrument, which serves it as a title, in the Registry of Securities and Documents of the debtor's domicile, or, in the handling of vehicles, in the apportionment competent for the licensing, by making the annotation on the certificate of registration.

§ 2º With the constitution of the fiduciary property, the unfolding of possession is given, becoming the direct possessor debtor of the thing.

§ 3º The supervenient property, acquired by the debtor, makes it effective, from archiving, to the transfer of the trust property.

Art. 1,362. The contract, which serves as a title to the fiduciary property, will contain:

I-the total debt, or its estimate;

II-the time frame, or the time of payment;

III-the interest rate, if any;

IV-the description of the object's object of the transfer, with the indispensable elements to its identification.

Art. 1,363. Before overdue the debt, the debtor, at his expense and risk, can use the thing according to his intended, being obligated, as a depositary:

I-to employ in the guard of the thing the diligence demanded by his nature;

II-to hand it over to the creditor, if the debt is not paid at maturity.

Art. 1,364. Unpaid, and unpaid, is the creditor obligated to sell, judicial or extrajudicially, the thing to third parties, to apply the price in the payment of his credit and collection expenses, and to deliver the balance, if any, to the debtor.

Art. 1,365. It is void of the clause that authorizes the trustee owner to stay with the divested thing in warranty, if the debt is not paid at maturity.

Single paragraph. The debtor may, with the annuence of the creditor, give his eventual right to the thing in payment of the debt, after the due of this.

Art. 1,366. When, sold the thing, the product does not suffice for the payment of the debt and collection expenses, it will continue the debtor thanks for the remainder.

Art. 1,367. It applies to the trustee property, in what couber, the provisions of the arts. 1,421, 1,425, 1,426, 1,427 and 1,436.

Art. 1,368. The third party, interested or not, that pays the debt, whether sub-rogars of full duty in credit and fiduciary property.

TITLE IV

FROM THE SURFACE

ART. 1,369. The owner may grant to hear the right to build or plant on his / her ground, for a time determined, upon public deed duly registered in the Estate Registration Office.

Single paragraph. The right of surface does not authorize labor in the subsoil, unless it is inherent in the object of the concession.

Art. 1,370. The granting of the surface will be free or burdensome; if onerous, they will stipulate the parties if the payment will be made at one time, or parcelitely.

Art. 1,371. The superficiary will answer for the charges and tributes that incidify over the immovable.

Art. 1,372. The right of surface may transfer to third parties and, by the death of the superficiary, to its heirs.

Single paragraph. It may not be stipulated by the conceder, to any title, any payment for the transfer.

Art. 1,373. In case of disposal of the immovable or the right of surface, the superficiary or the owner has a right of preference, on equal terms.

Art. 1,374. Before the final term, the concession will be resolved if the superficiary gives the terrain the diversion destination divers from that for which it was granted.

Art. 1,375. Extinguished the concession, the owner shall pass on full ownership over the land, construction or plantation, irrespective of indemnification, if the parties do not have stipulated the contrary.

Art. 1,376. In the case of extinction of the right of surface in consequence of misappropriation, the indemnity rests with the owner and the superficiary, in the value corresponding to the actual right of each.

Art. 1,377. The right of surface, consisting of legal person of internal public law, shall be governed by this Code, in what is not amusingly disciplined in special law.

TITLE V

Of The Servants

CHAPTER I

From the Constitution of the Sessions

Art. 1,378. The servitude provides usefulness for the dominant building, and records the servient building, which belongs to diverse owner, and constitutes upon express declaration by the owners, or by will, and subsequent registration in the Registration Office of Real estate.

Art. 1,379. The undisputed and continuous exercise of an apparent servitude, for ten years, in the terms of art. 1,242, authorizes the person concerned to register it on his / her name in the Estate Registry, worth it as title to sentence that judge consummate the usufruct.

Single paragraph. If the possessor has no title, the term of the usufruct will be twenty years.

CHAPTER II

From the Exercise of the Servants

Art. 1,380. The owner of a servitude can make all the necessary works to their conservation and use, and, if the servitude belongs to more than one building, it will be the prorated expenses between the respective owners.

Art. 1,381. The works referred to in the antecedent article shall be made by the owner of the dominant building, if the contrary does not expressly dispose of the title.

Art. 1,382. When the obligation incumbents on the owner of the servient building, the latter will be able to exonerate itself, abandoning, in whole or in part, the property to the owner of the dominant.

Single Paragraph. If the owner of the dominant building refuses to receive the property from the servient, or part of it, it will fit to us to cost the works.

Art. 1,383. The owner of the servient building will not be able to embarrass in any way the legitimate exercise of the servitude.

Art. 1,384. The servitude can be removed, from one place to another, by the owner of the servient building and at its expense, if at nothing diminish the advantages of the dominant building, or by the owner of this and at its expense, if there is considerable increment of the utility and not harm the serviced building.

Art. 1,385. It will restrict the exercise of the servitude to the needs of the dominant building, avoiding, as much as possible, aggravating the burden on the serviced building.

§ 1º Constituted to certain end, the servitude cannot be extended to another.

§ 2º In traffic servitude, the one of the largest includes the lesser burden, and the smallest excludes the most onerous.

§ 3º If the needs of the culture, or industry, of the dominant building impose on the greater servitude largueza, the owner of the servient is obliged to suffer it; but he is entitled to be indemnified by the excess.

Art. 1,386. The predial servings are indivisible, and remain, in the case of division of the real estate, for the benefit of each of the portions of the dominant building, and continue to record each of the serviced building, unless, by nature, or destination, only apply to certain part of one or the other.

CHAPTER III

From the Extinction of the Servants

Art. 1,387. Except in the dispropriations, the servitude, once registered, only extinguishes itself, with respect to third parties, when cancelled.

Single paragraph. If the dominant building is mortgaged, and the servitude is to be mentioned in the mortgage title, it will also be accurate, in order to cancel it, the consent of the creditor.

Art. 1,388. The owner of the servient building is entitled, by the judicial means, to the cancellation of the registry, although the owner of the dominant building lho impugne:

I-when the holder there is renounced his / her servitude;

II- when it has ceased, for the dominant building, the usefulness or convenience, which determined the constitution of the servitude;

III-when the owner of the servient building rescues the servitude.

Art. 1,389. Also extinguish themselves to servitude, by staying with the owner of the building served the faculty of making it cancel, upon proof of extinction:

I-by the meeting of the two buildings in the domain of the same person;

II- by the deletion of the respective works by the effect of contract, or other express title;

III-by the non-use, for ten continuous years.

TITLE VI

DO USUFRUIT

CHAPTER I

General Provisions

Art. 1,390. The usufruct may fall into one or more goods, furniture or real estate, in an entire estate, or part of this, covering it, in whole or in part, the fruits and utilities.

Art. 1,391. The usufruct of real estate, when it does not result from usucapion, shall constitute upon registration in the Estate Registration Office.

Art. 1,392. Unless otherwise stipulated, the usufruct extends to the accessories of the thing and its increased.

§ 1º Se, between the accessories and the increased, there are consumable things, will have the enjoy the duty of restitution, finth the usufruct, those that are still and, of the others, the equivalent in gender, quality and quantity, or, not being possible, their value, estimated to the time of restitution.

§ 2º Whether there is in the building where it falls the enjoyment of forests or the mineral resources to which the art relates. 1,230, shall the owner and the enjoy prefix to the extent of the enjoyment and the manner of exploitation.

§ 3º If the usufruct falls upon universality or share of goods, the enjoyment is entitled to the share of the treasure found by outrain, and at the price paid by the building's neighbor enjoyed, to get meation on wall, fence, wall, ditch or valley/valley.

Art. 1,393. You cannot transfer the usufruct by alienation; but your exercise may give up for free or onerous title.

CHAPTER II

Of The Rights of the Fruition

Art. 1.394. The enjoy is entitled to the possession, use, administration and perception of the fruits.

Art. 1,395. When the usufruct falls in credit securities, the enjoy is entitled to perceive the fruits and to collect the respective debts.

Single paragraph. Charged the debts, the enjoy will apply, immediately, the importance in securities of the same nature, or in securities of the federal government debt, with monetary update clause second regularly established official indexes.

Art. 1,396. Save right acquired by others, the enjoy the natural fruits, pending when commending the usufruct, with no charge of paying the production expenses.

Single paragraph. The natural fruits, pending to the time in which it cesses the usufruct, belong to the owner, also without compensation of the expenses.

Art. 1,397. The animals ' cries belong to the enjoy, deduced as many bashas to whole the existing heads of cattle when starting the usufruct.

Art. 1,398. The civil fruits, won on the initial date of the usufruct, belong to the owner, and to the enjoyment of the losers on the date on which he / she cesses the usufruct.

Art. 1,399. The enjoy may enjoy in person, or upon lease, the building, but not to change the economic targeting, without express authorization from the owner.

CHAPTER III

Dos Deveres of the Enjointuary

Art. 1,400. The enjoyment, before taking up the usufruct, will invent, at its expense, the goods it receives, determining the state in which they find themselves, and will give surety, fidejussory or real, if lha demands the owner, to velvety them for conservation, and to deliver them finely the usufruct.

Single paragraph. It is not obliged to the surety the donor who reserves the enjoyment of the donated thing.

Art. 1,401. The enjoyment who does not want or cannot give sufficient collateral shall lose the right to administer the usufruct; and in this case, the goods will be administered by the owner, who will be obliged, upon escrow, to deliver to the enjoy the income of them, deducted the expenses of administration, among which will include the amount fixed by the judge as remuneration of the administrator.

Art. 1,402. The enjoyment is not obliged to pay the deteriorations resulting from the regular exercise of the usufruct.

Art. 1,403 Incumbent on the enjoy:

I-the ordinary expenses for the preservation of the goods in the state in which it received them;

II-the benefits and the tributes due for the possession or income of the thing enjoyed.

Art. 1,404. It is incumbent on the owner for extraordinary repairs and those not to be of a moist cost; but the enjoyment will pay him the interest of the capital expended on those that are necessary for conservation, or increase the income of the enjoyed thing.

§ 1º Do not consider themselves to be motif the expenses in excess of two thirds of the net income in one year.

§ 2º If the owner does not make the reparations to which he is obliged, and who are indispensable to the conservation of the thing, the enjoy can carry out them, charging that the importance expended.

Art. 1,405. If the usufruct falls in a patrimony, or part of this, it will be the enjoyment thanks to the interest on the debt that burdening the estate or the part of it.

Art. 1,406. The enjoy is obliged to give science to the owner of any lesion produced against the possession of the thing, or the rights of this.

Art. 1,407. If the thing is insured, it is incumbent upon the enjoyment to pay, during the usufruct, the insurance contributions.

§ 1º If the enjoyment makes the insurance, the owner shall fit the resulting right against the insurer.

§ 2º In any hypothesis, the right of the enjoy is subrogated in the value of the indemnity of insurance.

Art. 1,408. If a building subject to usufruct is destroyed without fault by the owner, it will not be this obliged to reconstruct it, nor will the usufruct re-establish itself, if the owner reconstructing at its expense the building; but if the insurance claim is applied to the reconstruction of the building, will re-establish the usufruct.

Art. 1,409. It also becomes subrogated in the burden of the usufruct, in place of the building, the indemnity paid, if it is misappropriated, or the importance of the damage, ressarated by the third party responsible in the case of damage or loss.

CHAPTER IV

From The Extinction of the Usufruit

Art. 1,410. The usufruct extinguishes, cancelling the record in the Estate Registration Office:

I-by the renunciation or death of the enjoy;

II-by the term of its duration;

III-by the extinction of the legal person, in favour of whom the usufruct has been constituted, or, if it endure, by the thirty years of the date on which it began to exercise;

IV-for the cessation of the reason that it originates;

V-by the destruction of the thing, guarded the provisions of the arts. 1,407, 1,408, 2ª part, and 1,409;

VI-by consolidation;

VII-by guilt of the enjoy, when aliena, deteriorates, or let ruin the assets, not acuding them with the repairs of conservation, or when, in the enjoyment of credit securities, it does not give the importances received the intended application in the single paragraph of the art. 1,395;

VIII-By the non-use, or non-fruition, of the thing in which the usufruct recai (arts. 1,390 and 1,399).

Art. 1,411. Constituted the usufruct in favour of two or more persons, shall extinguish the party in respect of each of those who fail, save if, by express stipulation, the quinlion of these couber to the survivor.

TITLE VII

Do Use

Art. 1,412. The user will use the thing and perceive their fruits, as much as they require the needs of their and their family.

§ 1º Assess the personal needs of the user as per their social condition and the place where to live.

§ 2º The needs of the user's family comprise those of his spouse, the single children and the people of his home service.

Art. 1,413. They are applicable to the use, in that it is not contrary to their nature, the provisions relating to the usufruct.

Title VIII

From Housing

Art. 1,414. When the use consists of the right to inhabit free home alheia, the holder of this right may not rent it, nor lend it, but simply occupy it with his or her family.

Art. 1,415. If the actual right of housing is conferred to more than one person, any of them who alone inhabit the house will not have to pay rent to the other, or the others, but may not inhibit them from exercising, wanting, the right, which also competes with them, of inhabited it.

Art. 1,416. They are applicable to housing, in that it is not contrary to their nature, the provisions relating to usufruct.

Title IX

From the Right of the Promitent Buyer

Art. 1,417. Upon promise of purchase and sale, where if not paced repentance, celebrated by public or particular instrument, and registered in the Estate Registration Office, acquires the promising real right buyer to the acquisition of the real estate.

Art. 1,418. The promitant buyer, holder of real law, may require from the promising seller, or from third parties, to whom the rights of this are ceded, the outward of the final purchase and sale deed, as per the provisions of the preliminary instrument; and, if there is refusal, require the judge to adjudication of the immovable.

TITLE X

DO PENHOR, MORTGAGE and Anticrese

CHAPTER I

General Provisions

Art. 1,419. In the debts guaranteed by pledge, anticrese or mortgage, the good given in warranty becomes subject, by real bond, to the fulfilment of the obligation.

Art. 1,420. Only the one who can alienate will be able to engage, mortgage or give in antirese; only the goods that can be disposed of could be given in pawn, anticrese or mortgage.

§ 1º The supervenient property makes it effective, from the record, the real guarantees established by those who did not own it.

§ 2º The common thing to two or more owners cannot be given in real guarantee, in their entirety, without the consent of all; but each can individually give in real warranty the part that you have.

Art. 1,421. The payment of one or more installment of the debt does not matter for the corresponding exoneration of the guarantee, even if this one understands several goods, unless expressly provided in the title or in the discharge.

Art. 1,422. The mortgage creditor and the pignoraticon have the right to excuit the mortgaged or engaged thing, and prefer, in payment, to other creditors, noted, as to the mortgage, the priority on the record.

Single paragraph. They are excepted from the rule set out in this article the debts which, by virtue of other laws, should be paid preciously to any other claims.

Art. 1,423. The anticnetic creditor is entitled to withhold in its power the good, while the debt is not paid; extinguished that right decorated fifteen years from the date of its constitution.

Art. 1,424. Pledge, anticancer or mortgage contracts will declare, under penalty of not having effectiveness:

I-the value of the credit, your estimation, or maximum value;

II-the deadline set for payment;

III-the rate of interest, if any;

IV-the well given in warranty with your specifications.

Art. 1,425. The debt considers itself to be won:

I-if, deteriorating, or depreciating the good given in safety, dismissing the warranty, and the debtor, intimate, does not reinforce or replace;

II-if the debtor falls in insolvency or bankrupt;

III-if the benefits are not punctually paid, every time this mode is found to be stipulated payment. In this case, the subsequent receipt of the delayed instalment imports the creditor's resignation to his right to immediate execution;

IV-if it pervails the good given in warranty, and is not replaced;

V-se if misappropriate the good given in warranty, hypothesis in which you will deposit the part of the price that is necessary for the full payment of the creditor.

§ 1º In the cases of perishing the thing given in warranty, this one will sub-rotate in the compensation of insurance, or in the ressaration of the damage, to the benefit of the lender, to whom it will assist on it preference until its complete refund.

§ 2º In the cases of the IV and V incisees, only if it will win the mortgage before the deadline stipulated, if the perenniation, or the disappropriation falls on the good given in warranty, and the latter does not cover others; there remain, in the contrary case, the reduced debt, with the respective guarantee on the remaining goods, not misappropriated or destroyed.

Art. 1,426. In the hypotheses of the previous article, of early maturity of the debt, no interest corresponding to the time has yet to elapse.

Art. 1,427. Unless express clause, the third party that provides real guarantee for outstanding debt is not obliged to replace it, or to strengthen it, when, without fault of its own, it loses, deteriorates, or devalues.

Art. 1,428. It is void of the clause that authorizes the pignoratan, anticnetic or mortgage creditor to stay with the object of the warranty, if the debt is not paid at maturity.

Single paragraph. After the due, you can the debtor give the thing in payment of the debt.

Art. 1,429. The successors of the debtor cannot partially remand the pawn or the mortgage on the proportion of their fortyards; any of them, however, can do so in the whole.

Single paragraph. The heir or successor who makes the remand becomes subrogated in the rights of the creditor by the quotas that there is satisfied.

Art. 1,430. When, excutained the pawn, or executed the mortgage, the product does not suffice for payment of the debt and court expenses, will continue the debtor thanks personally for the remainder.

CHAPTER II

Do Pawn

Section I

From the Constitution of the Penhor

Art. 1,431. It constitutes the pledge by the effective transfer of the possession which, in guarantee of the debit to the creditor or to whom the damper, makes the debtor, or someone else by him, of a moving thing, susceptible of alienation.

Single paragraph. In the rural, industrial, mercantile and vehicle pawn, the committed things remain in power of the debtor, who must guard them and conserve them.

Art. 1,432. The instrument of the pawn should be taken on record, by any of the contractors; that of the common pledge will be registered in the Chartered of Securities and Documents.

Section II

Of The Rights of the CAround Pignoraticon

Art. 1,433. The pignoratan creditor is entitled to:

I-to the possession of the committed thing;

II-to the retention of it, until the indenizance of the duly justified expenses, which it has done, not being occasioned by guilt your;

III-to the ressaration of injury that there is suffered by addiction to the engaged thing;

IV-to promote the judicial execution, or the friendly sale, if it expressly allows him to contract, or authorising the debtor upon proxy;

V-appropriating the fruits of the committed thing that is found in its power;

VI-to promote early sale, upon prior judicial authorization, whenever there is a fused fear that the engaged thing will be lost or deteriorated, and the

price is deposited. The owner of the committed thing can prevent early selling by replacing it, or by offering another idome-like real guarantee.

Art. 1,434. The creditor may not be constrained to return the engaged thing, or a part of it, before it is fully paid, and may the judge, the owner's application, determine that it is sold only one of the things, or part of the engaged thing, sufficient for the payment of the creditor.

Section III

Of The Ductions of the Pignoraticon Caround

Art. 1,435. The pignoratan creditor is obliged:

I-to the custody of the thing, as a depositary, and to ressarcate to the owner the loss or deterioration of which he is guilty, and may be compensated in the debt, up to the contender amount, the importance of the liability;

II-to the defence of the possession of the committed thing and to give science, to the owner of it, of the circumstances that make the exercise of action necessary;

III-to impute the value of the fruits, to be appropriated (art. 1,433, inciso V) in the expenses of guard and conservation, in interest and in the capital of the guaranteed obligation, successively;

IV-to be returned, with the respective fruits and accesses, once paid the debt;

V-to deliver what to sobeje of the price, when the debt is paid, in the case of the inciso IV of the art. 1,433.

Section IV

From The Extinction of the Penhor

Art. 1,436. Extinguish the pledge:

I-extinguishing the obligation;

II-perishing the thing;

III-renouncing the creditor;

IV-confounding in the same person as qualities of creditor and the owner of the thing;

V-giving the judicial adjudication, remission or sale of the engaged thing, made by the creditor or by it authorized.

§ 1º Presume-if the resignation of the creditor when you consent to the private sale of the pawn without reservation of price, when you refund your possession to the debtor, or when you annuate your replacement with another warranty.

§ 2º Operating the confusion there-only as to the part of the pignoratician debt, it subsists the whole pawn as to the rest.

Art. 1,437. It produces effects the extinction of the pawn after averaging the cancellation of the record, at the sight of the respective proof.

Section V

Of The Rural Penhor

Subsection I

General Provisions

Art. 1,438. It constitutes the rural penhor upon public or particular instrument, registered in the Constituency Registration Office of the constituency in which the committed things are situated.

Single paragraph. Promising to pay in cash the debt, which guarantees with rural pawn, the debtor will be able to issue, in favor of the creditor, rural ballots pignoraticia, in the form determined in special law.

Art. 1,439. The agricultural pawn and the livestock pawn can only be persuaded, respectively, by the maximum time limits of three and four years, extensions, at one time, up to the limit of equal time.

§ 1º Although overdue the deadlines, it remains the guarantee, while remaining the goods that constitute it.

§ 2º The prolongation shall be averaged to the margin of the respective record, upon application by the creditor and the debtor.

Art. 1.440. If the building is mortgaged, the rural pawn may constitute itself regardless of the mortgage creditor's annuence, but it does not harm it the right of preference, nor does it restrict the extent of the mortgage, when it is executed.

Art. 1,441. It has the right creditor to check the state of the committed things, inspecting them where they find themselves, per se or per person who accreditation.

Subsection II

Of The Agricultural Penhor

Art. 1,442. They may be the object of pawn:

I-machines and instruments of agriculture;

II-crops pending, or in via training;

III-fruits packaged or stored;

IV-cut firewood and vegetable charcoal;

V-animals of the ordinary agricultural establishment service.

Art. 1,443. The agricultural pledge that falls on pending harvest, or on track of formation, covers the following immediately, in the case of thwarting or being insufficient to which it has been given in warranty.

Single paragraph. If the creditor does not finance the new crop, can the debtor constitute with a new pledge pawn, in maximum amount equivalent to that of the first; the second pawn will have preference over the former, covering this only ascertained excess in the harvest next.

Subsection III

From the Pecuary Penhor

Art. 1,444. They can be the object of pawn the animals that integrate pastoryl, agricultural or dairy activity.

Art. 1,445. The debtor will not be able to divest the committed animals without prior consent, in writing, from the creditor.

Single paragraph. When the debtor intends to alienate the committed cattle or, by negligence, threaten to harm the creditor, it may this require whether to deposit the animals under the third party guard, or to demand that if it pays off the debt immediately.

Art. 1,446. The animals of the same species, purchased to replace the dead, get subrogated in the pawn.

Single paragraph. The replacement provided for in this article is presumed to be, but will not have any effectiveness against third parties, if it does not appear in additional mention of the respective contract, which is to be averaged.

Section VI

Do Penhor Industrial and Mercantil

Art. 1,447. They may be the object of pawn machines, apparatus, materials, instruments, installed and in operation, with the accessories or without them; animals, used in industry; salt and goods intended for the exploitation of the salines; suinoculture products, animals intended for the industrialization of meats and derivatives; raw materials and industrialized products.

Single paragraph. It is governed by the provisions relating to the general warehouses the pawn of the goods in them deposited.

Art. 1,448. It constitutes the industrial pawn, or the mercantile, upon public or particular instrument, registered in the Estate Registration Office of the circumscription where the engaged things are situated.

Single paragraph. Promising to pay in cash the debt, which guarantees with industrial or mercantile pawn, the debtor will be able to issue, in favor of the creditor, the ballot of the respective credit, in the form and for the purposes that the special law determines.

Art. 1,449. The debtor cannot, without the written consent of the creditor, alter the committed things or change them the situation, nor shall they have them. The debtor who, annuing the creditor, alienates the committed things, should repose other goods of the same nature, which will become subrogated in the pawn.

Art. 1,450. It has the right creditor to check the state of the committed things, by inspecting them where they find themselves, by themselves or by person who accreditation.

Section VII

From the Penhor of Rights and Credit Titles

Art. 1,451. They can be the object of pawn rights, susceptible to cession, on moving things.

Art. 1,452. It constitutes the pledge of law upon public or particular instrument, registered in the Securities Register and Documents.

Single paragraph. The committed right holder should deliver to the pignoratan creditor the comprobative documents of that right, unless it has legitimate interest in conserving them.

Art. 1,453. The credit pledge is not effective otherwise than when notified to the debtor; by notified is the debtor who, in public or particular instrument, declares himself aware of the existence of the pawn.

Art. 1,454. The pignoratan creditor shall practise the acts necessary for the conservation and defence of the committed right and charge the interest and more ancillary benefits understood in the guarantee.

Art. 1,455. Should the pignoratan creditor charge the committed credit, as soon as it becomes chargeable. If this consists of a pecuniary benefit, you will deposit the received importance, in accordance with the pignoratan debtor, or where the judge determines; if it consists of the delivery of the thing, in this one will sub-rotate the pawn.

Single paragraph. Being overdue for the pignoratan credit, has the creditor right to withhold, from the amount received, what it is owed, by restituting the remainder to the debtor; or to excuit the thing to it delivered.

Art. 1,456. If the same credit is the subject of several pawn pains, only to the pignoratan creditor, whose right prefers to the rest, the debtor must pay; accounts for loss and damage to the remaining creditors the preferable creditor who, notified by any of them, does not promote opportunistically the charge.

Art. 1,457. The committed credit holder can only receive the payment with the annuence, in writing, of the pignoratan creditor, in which case the pawn will become extinguished.

Art. 1,458. The pledge, which falls on credit title, constitutes upon public or particular instrument or endorsement pignoratan, with the tradition of title to the creditor, governed by the General Provisions of this Title and, in what couber, by the present Section.

Art. 1,459. To the creditor, in a credit title pledge, it is incumbent on the right to:

I-conserve the possession of the title and recover it from whoever detains it;

II-use of the convenient judicial means to ensure your rights, and those of the creditor of the pledged title;

III-make subpoena to the debtor of the title who does not pay his creditor, while last the pawn;

IV-receive the substantiated importance in the title and the respective interest, if required, by restituting the title to the debtor, when this solver the obligation.

Art. 1,460. The debtor of the pledged title who receives the subpoena provided for in the inciso III of the antecedent article, or if he / she is made aware of the pledge, will not be able to pay his creditor. If you do so, you will respond in solidarity with this one, for loss and damage, in the face of the pignorant creditor.

Single paragraph. If the creditor gives discharge to the debtor of the pledged title, he shall immediately save the debt, on whose guarantee it constituted the pawn.

Section VIII

From the Vehicle Penhor

Art. 1,461. They can be the object of pawn the vehicles employed in any kind of transport or driving.

Art. 1,462. It constitutes the pledge, referred to in the antecedent article, by public or particular instrument, registered in the Cartoon of Securities and Documents of the debtor's domicile, and noted on the property certificate.

Paragraph single. By promising to pay in cash the secured debt with the pledge, the debtor will be able to issue the credit ballot, in the form and for the purposes that the special law determines.

Art. 1,463. You will not be made the pawn of vehicles without being previously insured against theft, malfunction, pervation and damage caused to third parties.

Art. 1,464. It has the right creditor to check the state of the engaged vehicle, inspecting it where to find itself, by itself or by person who accreditation.

Art. 1,465. The alienation, or the change, of the vehicle committed without prior communication to the creditor matters at the early maturity of the pignoratan credit.

Art. 1,466. The vehicle pledge can only be convinced by the maximum period of two years, extended to the limit of equal time, averaged the extension to the margin of the respective registration.

Section IX

Of The Legal Penhor

Art. 1,467. They are pignoratious creditors, regardless of convention:

I-the hosts, or suppliers of inn or food, on the baggage, furniture, jewellery or money that your consumers or patrons have with you in the respective houses or establishments, by the expenses or consumption that they have made there;

II-the owner of the rustic or urban building, on the movable property that the renown or tenant has garnered the same building, for the rentals or rends.

Art. 1,468. The account of the debts listed in the inciso I of the antecedent article will be extracted as per the printed, preview and ostensibly exposed table in the house, of the lodging prices, pension or genders provided, under penalty of nullity of the pawn.

Art. 1,469. In each of the art cases. 1,467, the creditor will be able to take in warranty one or more objects up to the value of the debt.

Art. 1,470. The creditors, understood in art. 1,467, they can make effective the pawn, before they resort to judicial authority, whenever there is danger in the delay, giving the debtors voucher of the assets they are to retire from.

Art. 1,471. Taken the pawn, it will require the creditor, continuous act, its judicial homologation.

Art. 1,472. May the lessee prevent the constitution of the pawn upon an elderly collateral.

CHAPTER III

From the Mortgage

Section I

General Provisions

Art. 1,473. They may be the object of mortgage:

I-the real estate and the accessories of the real estate jointly with them;

II-the direct domain;

III-the useful domain;

IV -the iron roads;

V-the natural resources to which the art is referred to. 1,230, regardless of the soil where they find themselves;

VI-the ships;

VII-the aircraft.

Single paragraph. The mortgage on ships and aircraft shall be governed by the provisions of special law.

Art. 1,474. The mortgage covers all accessions, improvements or constructions of the immovable. The actual burden constituted and registered, previously on the mortgage, on the same immovable.

Art. 1,475. It is void of the clause that prohibits the owner from alienating mortgage-backed immovable.

Single paragraph. It may convene that it will win the mortgage credit, if the immovable is disposed of.

Art. 1,476. The owner of the mortgaged real estate may constitute another mortgage on him, upon new title, in favor of the same or another creditor.

Art. 1,477. Unless the debtor's insolvency case, the creditor of the second mortgage, although won, will not be able to perform the immovable before the first one.

Single paragraph. It does not consider insolvent the debtor for missing the payment of the obligations secured by mortgages after the first.

Art. 1,478. If the debtor of the obligation guaranteed by the first mortgage does not offer, at maturity, to pay it, the creditor of the latter can promote you the extinction by consigning the importance and quoting the first creditor to receive it and the debtor to pay it; if the latter does not pay, the second lender, by effecting the payment, will underperform in the rights of the previous mortgage, without prejudice to those who compete against the common debtor.

Single paragraph. If the first creditor is promoting the execution of the mortgage, the creditor of the latter shall deposit the importance of the debit and the judicial expenses.

Art. 1,479. The purchaser of the mortgaged real estate, as long as he is not obliged personally to pay the debts to the mortgage lenders, will be able to exonerate himself from the mortgage by abandoning them of the immovable.

Art. 1,480. The purchaser shall notify the seller and the mortgage creditors by either defering them, jointly, the possession of the immovable, or depositing it in judgment.

Single paragraph. It may the purchaser exercise the faculty of abandoning the mortgaged immovable, until the twenty-four subsequent hours to the citation, with which the executive procedure is commenced.

Art. 1,481. Within thirty days, counted from the record of the acquisitive title, has the acquirer of the mortgaged real estate the right to remand him, citing the mortgage lenders and proposing importance not less than the price on why it acquired him.

§ 1º If the creditor impugls the price of the acquisition or the importance offered, it will perform bidding, by the judicial sale to whom to offer the highest price, assured preference to the acquirer of the immovable.

§ 2º Not challenged by the creditor, the price of the purchase or the price proposed by the acquirer, there shall be definitely fixed for the remission of the immovable, which shall be free of mortgage, once paid or deposited the price.

§ 3º If the purchaser cees to remand the immovable, subjecting it to execution, he shall be obliged to ressarate the mortgage creditors of the devaluation which, on his fault, the same comes to suffer, in addition to the judicial expenses of the execution.

§ 4º Will have regressive action against the seller the acquirer who gets private from the immovable in a bidding consequence or penhora, what to pay the mortgage, which, because of adjudication or bidding, disburses with the mortgage payment importance surplus to that of purchase and what to support costs and judicial expenses.

Art. 1,482. Held the square, the executed may, until the signing of the self-snatching or until the adjudication sentence is published, remand the mortgaged real estate, offering price equal to that of the assessment, if there have been no bidders, or to that of the highest bidder offered. Equal right will be to the spouse, to the descendants or ascenders of the executed.

Art. 1,483. In the case of bankruptcy, or insolvency, of the mortgage debtor, the right of remittance defers to the mass, or to the creditors in tender, and the creditor may not refuse the price of the valuation of the immovable.

Single paragraph. You may the mortgage creditor, for payment of your credit, apply for the award of the immovable assessed in amount lower than that, provided that it gives discharge for its entirety.

Art. 1,484. It is lawful for those interested to make the record of the deeds the value among themselves adjusted from the mortgaged real estate, which, duly updated, will be the basis for the pitches, adjudications and remand, dispensed the assessment.

Art. 1,485. By means of simple averaging, required by both parties, it may extend the mortgage, until it is twenty years, from the date of the contract. As long as it pervates that deadline, it will only be able to subsist the mortgage contract, reconstituting itself by new title and new registration; and in that case it will be kept the foregoing, which then will compete you.

Art. 1,486. They may the creditor and the debtor, in the constitutive act of the mortgage, authorize the issuance of the corresponding mortgage correspondent, in the form and for the purposes set out in special law.

Art. 1,487. The mortgage may be constituted for future debt collateral or conditioner, as long as determined the maximum value of the credit to be secured.

§ 1º In the cases of this article, the foreclosing of the mortgage will depend on prior and express agreement of the debtor as to the verification of the condition, or to the amount of the debt.

§ 2º Havendo divergence between the creditor and the debtor, will fit that to make proof of his credit. Recognizing this, the debtor will respond, including, by loss and damage, on the grounds of the supervenient devaluation of the immovable.

Art. 1,488. If the immovable, given in mortgage guarantee, comes to be loteed, or if in it constitutes edible condominance, it may the burden be divided by recording each batch or autonomous unit, if they require it to the judge the creditor, the debtor, or the owners, obeyed the proportion between the value of each of them and the credit.

§ 1º The creditor will only be able to object to the application for dismemberment of the burden, proving that the same matters in diminishing its warranty.

§ 2º Saved convention to the contrary, all judicial or extrajudicial expenses necessary for dismemberment of the burden run on the account of those who require it.

§ 3º The dismemberment of the burden does not exonerate the debtor originating in the liability to which the art relates. 1,430, save annuence from the creditor.

Section II

From the Legal mortgage

Art. 1,489. The law confers mortgage:

I-to the people of internal public law (art. 41) on the real estate belonging to those entrusted with the charge, guard or administration of the respective funds and rents;

II-to the children, on the real estate of the parent or mother passing to other nuptials, before making the inventory of the previous couple;

III-to the offending, or to his heirs, on the immovable property of the delinquent, to the satisfaction of the damage caused by the offence and payment of the judicial expenses;

IV-to the co-heir, for warranty of his fortnight or makes it of the sharing, on the immovable awarded to the reponent heir;

V-to the creditor over the shredded real estate, to guarantee the payment of the remainder of the price of the snatching.

Art. 1,490. The creditor of the legal mortgage, or who represents it, may, by proving the insufficiency of the specialized real estate, require from the debtor to be reinforced with others.

Art. 1,491. The legal mortgage may be replaced by collateral security of federal or state government debt, received by the value of its minimum listing in the current year; or by another warranty, at the discretion of the judge, the debtor's application.

Section III

From the Registry of the Mortgage

Art. 1,492. Mortgages will be recorded in the carthorium of the place of the real estate, or in that of each of them, if the title refers to more than one.

Single paragraph. Compete for those interested, displayed the title, apply for the mortgage registration.

Art. 1,493. Records and aversions will follow the order in which they are required, checking in on her by the of her successive numbering in the protocol.

Single paragraph. The number of order determines the priority, and this is the preference between mortgages.

Art. 1,494. They will not register on the same day two mortgages, or a mortgage and other real right, on the same immovable, in favor of diverse persons, save if the scriptures, of the same day, indicate the time at which they were washed.

Art. 1,495. When you submit to the officer of the record mortgage title who mentions the previous, unregistered constitution, he will overestimate him in the enrolment of the new one, after he presses it, up to thirty days, waiting for the person concerned to enroll the precedent; sold out the deadline, without rewanting the enrollment of this, the subsequent mortgage will be registered and will get preference.

Art. 1,496. If you have a doubt about the legality of the required registration, the officer will still do the arresting of the application. If the doubt, within ninety days, is dismissed, the registration will take place with the same number as it would have on the date of the arrest; in the contrary case, cancelled this one, will receive the registration the corresponding number as the date on which it becomes the require.

Art. 1,497. Legal mortgages, of any nature, should be registered and specialized.

§ 1º The registration and specialization of the statutory mortgages is incumbent on those who are obliged to provide the guarantee, but those interested may promote the enrollment of them, or request the Public Prosecutor's Office to do so.

§ 2º People, to which to incumbent the registration and specialization of legal mortgages, are subject to loss and damage by the omission.

Art. 1,498. It is worth the mortgage's record, while the obligation will endure; but the specialization, in completing twenty years, must be renewed.

Section IV

From the Mortgage Extinction

Art. 1.499. The mortgage extinguishes itself:

I-by the extinction of the main obligation;

II-by the perishing of the thing;

III-by the resolution of the property;

IV-by resignation of the creditor;

V-by the remand;

VI-by the paddling or adjudication.

Art. 1,500. Extinguish yourself still the mortgage with the averaging, in the Register of Real Estate, of the cancellation of the record, at the sight of the respective proof.

Art. 1,501. It will not extinguish the mortgage, duly registered, the pitch or adjudication, without having been notified of the respective mortgage creditors judicially, that they are not in any way parts in the execution.

Section V

From The Mortgage of Railway Tracks

Art. 1,502. Mortgages on the railroads will be registered in the Municipality of the initial station of the respective line.

Art. 1,503. Mortgage lenders cannot embark on the exploitation of the line, nor do it counteract the modifications, which the administration will deliberate, on the lay of the road, on its dependencies, or on its material.

Art. 1,504. The mortgage will be circumscribed to the line or lines specified in the deed and the respective operating material, in the state in which to the time of the execution are; but the mortgage creditors will be able to oppose the sale of the road, to that of its lines, of your ramals or of considerable part of the operating material; as well as to the merger with another company, where with this the guarantee of the debit weaken.

Art. 1,505. In the execution of the mortgages will be subpoenaed the representative of the Union or the State, to, within a fortnight, remand the mortgaged railway, paying the price of the toss or the adjudication.

CHAPTER IV

Da Anticrese

Art. 1,506. It may the debtor or others by him, with the delivery of the immovable to the creditor, cede him the right to perceive, in compensation of the debt, the fruits and income.

§ 1º It is permissible to stipulate that the fruits and income of the immovable are perceived by the creditor to the interest account, but if their value surpasses the maximum allowable rate in law for financial operations, the remainder will be charged to the capital.

§ 2º When the antibody relapse on immovable property, this may be mortgaged by the debtor to the anticnetic creditor, or to third parties, as well as the mortgaged immovable may be given in antirese.

Art. 1,507. The anticnetic creditor can administer the goods given in antirese and fruity its fruits and utilities, but must present annually, accurate and faithful balance sheet of his administration.

§ 1º If the anticancer debtor does not agree with what is contained in the balance sheet, by being inaccurate, or ruinous the administration, will be able to challenge it, and, if it wishes, to apply for processing on lease, fixing the judge the monthly rent value, which can be corrected annually.

§ 2º The anticnetic creditor may, unless otherwise pact, lease the goods given in antibody to the third party, while maintaining, until it is paid, the right of retaining the immovable, although the rent of that lease is not binding on the debtor.

Art. 1,508. The anticnetic creditor responds by the deteriorations that, by fault of its own, the immovable come to suffer, and by the fruits and yields that, by their negligence, cease to realize.

Art. 1,509. The anticancer creditor may vindicate his rights against the purchaser of the goods, the chirograft creditors and the later mortgages to the record of the anticrese.

§ 1º If it performs the goods for lack of payment of the debt, or allow another creditor to perform it, without opposing its right of retention to the exeequent, will have no preference over the price.

§ 2º The anti-rptic creditor will have no preference over the insurance claim, when the building is destroyed, nor, if the goods are misappropriated, with respect to the dispropriation.

Art. 1,510. The purchaser of the goods given in antirese will be able to remand them, prior to the maturity of the debt, by paying their entirety at the date of the remand request and will imitate, if it is the case, in their possession.

BOOK IV

From the Family Law

TITLE I

OF THE PERSONAL LAW

SUBTITLE I

FROM MARRIAGE

CHAPTER I

General Provisions

Art. 1,511. Marriage establishes full communion of life, based on the equality of rights and duties of the spouses.

Art. 1,512. The marriage is civil and free of charge to your celebration.

Single paragraph. The habilitation for marriage, registration and the first certificate will be free from stamps, emoluments and expense, for people whose poverty is declared, under the penalties of law.

Art. 1,513. It is defenceless to any person, of public or private law, to interfere with the communion of life instituted by the family.

Art. 1,514. The marriage takes place at the time the man and the woman manifested, before the judge, their will to establish marital bond, and the judge declares them married.

Art. 1,515. The religious marriage, which meets the requirements of the law for the validity of civil marriage, equates to this one, provided that it is registered in the registry of its own, producing effects from the date of its celebration.

Art. 1.516. The record of religious marriage subjects to the same requirements as required for civil marriage.

§ 1º The civil registry of the religious marriage is to be promoted within ninety days of its realization, upon communication from the celebrant to the competent trade, or on the initiative of any interested party, provided that there has been approved in advance the habilitation regulated in this Code. After the said deadline, the registration will depend on new habilitation.

§ 2º The religious marriage, concluded without the formalities required in this Code, will have civil effects if, the couple's application, is registered, to any time, in the civil registry, upon prior habilitation before the competent authority and observed the term of the art. 1,532.

§ 3º Will be void the civil registry of the religious marriage if, before it, any of the consortiated there are contracted with other civil marriage.

CHAPTER II

Da Capacity FOR MARRIAGE

Art. 1,517. The man and woman at the age of sixteen can marry, requiring authorization from both parents, or their legal representatives, while failing to hit the civil majority.

Single paragraph. If there is divergence between the parents, the provisions of the single paragraph of the art apply. 1,631.

Art. 1,518. Until the celebration of marriage can the parents, guardians or curators revoke the authorization.

Art. 1,519. The denigration of consent, when unjust, can be suppressed by the judge.

Art. 1,520. Exceptionally, the marriage of those who have not yet reached the core age will be allowed (art. 1517), to prevent imposition or enforcement of criminal penalty or in the event of pregnancy.

CHAPTER III

Of The Impediments

Art. 1,521. They cannot marry:

I-the ascendants with the descendants, be the natural or civil parentage;

II-the related ones in a straight line;

III-the adopter with whom he was spouse of the adopted and the adoptee with whom the adopter was;

IV-the brothers, unilateral or bilateral, and too much collateral, up to the third degree inclusive;

V-o adopted him with the adopter's son;

VI-the married persons;

VII-the surviving spouse with the convict for homicide or attempted murder against his consort.

Art. 1,522. The impediments can be opposites, until the time of the celebration of marriage, by any capable person.

Single paragraph. If the judge, or the registration officer, is aware of the existence of any impediment, it will be obliged to declare it.

CHAPTER IV

Of the suspensive causes

Art. 1.523. They should not marry:

I-the widower or the widow who has the son of the deceased spouse, while not taking inventory of the couple's assets and der sharing to the heirs;

II-the widow, or the woman whose marriage if turned out to be null or void, until ten months after the beginning of the viution, or the dissolution of the marital society;

III-the divorcee, while there was no homologation or decided the sharing of the couple's assets;

IV-the tutor or the curator and his descendants, ascenders, siblings, brothers-in-law or nephews, with the person tuteled or curated, while not ceasing to tutelage or curate, and are not saluted the respective bills.

Single paragraph. It is permissible for the nubents to ask the judge not to apply to them the suspensive causes provided for in the incisors I, III and IV of this article, proving the absence of injury, respectively, to the heir, to the ex-spouse and to the person tuteled or curated; in the case of inciso II, the nubent should prove child birth, or lack of pregnancy, in the fluency of the time frame.

Art. 1,524. The suspensive causes of the celebration of marriage can be argüid by the relatives in a straight line of one of the nubents, whether consangsious or related, and by the second degree side-sides, whether it is also consangsious or related.

CHAPTER V

Of The Habilitation Process FOR THE MARRIAGE

Art. 1,525. The application for the habilitation for the marriage will be signed by both the nubents, from the fist itself, or, at your request, by prosecutor, and must be instructed with the following documents:

I-certificate of birth or document equivalent;

II-written authorization of the persons under whose legal dependence are, or judicial act that the supra;

III-statement of two larger witnesses, relatives or not, who attest knowing them and asserting there is no impediment that inhibits them from getting married;

IV-statement of the marital status, the domicile and the current residence of the contractors and their parents, if they are known;

V- death certificate of the deceased spouse, declaratory sentence of nullity or marriage annulment, carried forward on trial, or from the registration of the divorce sentence.

Art. 1,526. The habilitation will be made before the officer of the Civil Registry and, after the hearing of the Public Prosecutor's Office, it will be approved by the judge.

Art. 1,527. Being in order the documentation, the officer will extract the edict, which will affix for fifteen days in the constituencies of the Civil Registry of both the nubents, and, obligatorily, publish in the local press, if any.

Paragraph single. The competent authority, as a matter of urgency, will be able to dismiss the publication.

Art. 1,528. It is the duty of the officer of the record to clarify the nubents regarding the facts that may cause the invalidity of the marriage, as well as about the diverse regimes of goods.

Art. 1,529. Both the impediments and the suspensive causes will be opposite in written and signed statement, instructed with the evidence of the alleged fact, or with the indication of the place where they can be obtained.

Art. 1,530. The officer of the registry will give the nubents or their representatives note of the opposition, indicating the fundamentals, the evidence and the name of who offered it.

Single paragraph. May the nubbers require reasonable time to make evidence contrary to the alleged facts, and to promote civil and criminal actions against the opponent of bad faith.

Art. 1,531. Fulfilled the formalities of the arts. 1,526 and 1,527 and verified the non-existence of an obstacle course, the officer of the registry will extract the certificate of habilitation.

Art. 1,532. The effectiveness of the habilitation will be of ninety days, from the date on which the certificate was extracted.

CHAPTER VI

From the Celebration of Marriage

Art. 1,533. We will be celebrating the marriage, on the day, hour and place previously designated by the authority that there is to preside over the act, upon petition of the counter-persons, who show themselves enabled with the art certificate. 1,531.

Art. 1,534. The solemnity shall be carried out at the seat of the carthorium, with all publicity, at open doors, present at least two witnesses, relatives or not of the contractors, or, wanting the parties and consenting the celebrant authority, in another public building or particular.

§ 1º When the marriage is in private building, it will be this one of open doors during the act.

§ 2º Will be four the witnesses in the hypothesis of the preceding paragraph and if any of the contractors do not know or are unable to write.

Art. 1,535. Present the counter-persons, in person or by special prosecutor, together with the witnesses and the officer of the registry, the president of the act, heard to the nubents the affirmation that they intend to marry for free and spontaneous will, shall declare effecting the marriage, in these terms: "According to the will that they both end up affirming before me, I will receive you by husband and wife, I, in the name of the law, declare you married."

Art. 1,536. From the wedding, soon after celebrated, you will wash the seat in the book of record. In the seat, signed by the president of the act, by the spouses, the witnesses, and the officer of the registry, will be exarted:

I-the prenomes, surnames, dates of birth, profession, domicile and current residence of the spouses;

II-the prenomes, surnames, dates of birth or death, domicile and current residence of the parents;

III-the prenome and surname of the preceding spouse and the date of the dissolution of the marriage previous;

IV-the date of the publication of the proclamations and of the celebration of marriage;

V-the relationship of the documents submitted to the officer of the registry;

VI-the prenome, surname, occupation, domicile and current residence of the witnesses;

VII-the regime of the marriage, with the declaration of the date and of the carthorium in whose notes was washed out the antenna deed, when the regime is not that of the partial communion, or the compulsorily established.

Art. 1,537. The instrument of the authorization to marry will transcribe fully into the antenna deed.

Art. 1,538. The celebration of marriage will be immediately suspended if any of the contractors:

I-refuse the solemn affirmation of your will;

II-declare that this is not free and spontaneous;

III-manifest repentance.

Single paragraph. The nub that, by some of the facts mentioned in this article, gives cause to the suspension of the act, will not be admitted to retreating on the same day.

Art. 1,539. In the case of serious molecule of one of the nubents, the president of the act will celebrate him where to find the impeded, being urgent, albeit at night, before two witnesses who know how to read and write.

§ 1º The lack or hindrance of the competent authority to preside over the marriage will be suppressed by any of its legal substitutes, and that of the officer of the Civil Registry by another ad hoc, appointed by the president of the act.

§ 2º The term avulso, laundered by the ad-hoc officer, will be registered in the respective registration within five days, before two witnesses, staying filed.

Art. 1,540. When any of the contractors are at imminent risk of life, not getting the presence of the authority to which it is tasked to preside over the act, nor that of its substitute, could the marriage be celebrated in the presence of six witnesses, which with the nubents does not have kinship in a straight line, or, on the collateral, to the second degree.

Art. 1,541. Held the marriage, should the witnesses appear before the nearest judicial authority, within ten days, asking them to terminate the statement of:

I-who were summoned on the part of the inward;

II-that this one seemed in danger of life, but in their judgment;

III-who, in their presence, declared the counterents, free and spontaneously, to receive themselves by husband and wife.

§ 1º Autuado the request and made the declarations, the judge will make the necessary representations to check whether the contractors could have enabled themselves, in the ordinary form, heard those concerned who would require it, within fifteen days.

para. 2º Verified the suitability of the spouses for the marriage, thus will decide the competent authority, with voluntary recourse to the parties.

§ 3º If the decision has not been resorted to, or if it passes on trial, despite the appeals interposts, the judge will send you to record it in the book of the Registration of the Weddings.

§ 4º The seat thus laundered retrotraces the effects of marriage, as to the state of the spouses, to the date of the celebration.

§ 5º shall be waived the formalities of this and the preceding article, if the inpatient convalesce and can ratify the marriage in the presence of the competent authority and the officer of the registry.

Art. 1,542. The marriage can be concluded by proxy, by public instrument, with special powers.

§ 1º The revocation of the mandate does not need to arrive at the knowledge of the mandatary; but, celebrated the marriage without the mandatary or the other contractor had science of the revocation, will respond the mandant for loss and damage.

§ 2º The nubent that is not at imminent risk of life could make itself represent in the nuncupative marriage.

§ 3º The effectiveness of the mandate will not exceed ninety days.

§ 4º Only by public instrument will you be able to revoke the mandate.

CHAPTER VII

Das Provas of the Marriage

Art. 1,543. The marriage celebrated in Brazil proves to be the certificate of the record.

Single paragraph. Justified the lack or loss of the civil registry, any other kind of proof is admissible.

Art. 1,544. The marriage of Brazilian, celebrated abroad, before the respective authorities or the Brazilian consuls, is to be recorded in one hundred and eighty days, to be counted from the return of one or both spouses to Brazil, in the respective office of the respective Domicile, or, in its absence, No. 1º Offenth of the Capital of the State in which they pass the residir.

Art. 1,545. The marriage of persons who, in the possession of the state of married, shall not be able to express wishes, or have passed away, shall not be liable to prejudice to the common offspring, save upon a certificate of the Civil Registry that proves that it was already married to any of them, when contracted the impugned marriage.

Art. 1,546. When proof of the legal celebration of marriage results from the judicial process, the record of the sentence in the Civil Record book will produce, both in the case of the spouses and with regard to the children, all civil effects since the date of the marriage.

Art. 1,547. In the doubt between the favorable and contrary evidence, it will judge from the marriage, if the spouses, whose marriage is impugn, to live or have lived in the possession of the state of married.

CHAPTER VIII

Da Invalidity of the Wedding

Art. 1,548. It is void the contracted marriage:

I-by mental infirmity without the necessary discernment for the acts of civil life;

II-for deterrence infractions.

Art. 1,549. The marriage nullity decrement, for the reasons provided for in the antecedent article, can be promoted by direct action, by any interested party, or by the Public Prosecutor's Office.

Art. 1,550. It is nullified the marriage:

I-from whom it has not completed the minimum age to marry;

II-of the minor at a nude age, when not authorized by its legal representative;

III-by vindication of the will, in the terms of the arts. 1,556 a 1,558;

IV-of the incapable of consenting or expressing, in an unequivocal manner, consent;

V-carried out by the mandatary, without him or the other contractor knowing of the revocation of the mandate, and not overcoming cohabitation between the spouses;

VI-by incompetence of the celebrant authority.

Single paragraph. It is riding on the revocation of the invalidity of the judicially enacted mandate.

Art. 1,551. It will not cancel out, by reason of age, the marriage that resulted in pregnancy.

Art. 1,552. The annulment of the marriage of the minors of sixteen years will be required:

I-by the minor spouse;

II-by his legal representatives;

III-by his ascendants.

Art. 1,553. The minor who has not reached the Nubil age will be able to, after completing it, confirm their marriage, with the authorization of their legal representatives, if necessary, or with judicial supply.

Art. 1,554. It subsists the marriage concluded by the one who, without possessing the required competence in law, publicly exercises the functions of judge of marriages and, in that capacity, has registered the act in the Civil Registry.

Art. 1,555. The marriage of the minor in the nude age, when not authorized by its legal representative, can only be annulled if the action is proposed in one hundred and eighty days, on the initiative of the incapable, by failing to sway it, from its legal representatives or from its inheritors necessary.

§ 1º The time limit set in this article will be counted from the day on which it ceased the incapacity, in the first case; from the marriage, in the second; and, in the third, of the death of the incapable.

§ 2º It will not overturn the marriage when its celebration housees assisted the legal representatives of the unable, or have, by any way, manifested its approval.

Art. 1,556. The marriage can be nullified by vindication of the will, if there was on the part of one of the nubents, by consenting, essential error as to the person of the other.

Art. 1,557. It is considered essential error about the person of the other spouse:

I-what concerns your identity, your honour and good fame, being this error such that your ulterior knowledge makes life unbearable in common to the spouse deceived;

II-the ignorance of crime, prior to marriage, which, by its nature, makes it unbearable to marital life;

III-the ignorance, prior to marriage, of irremediable physical defect, or of severe and communicable molecule, by contagion or inheritance, capable of endangerment of the other spouse's or her offspring's health;

IV-the ignorance, prior to marriage, of serious mental illness which, by its nature, makes unbearable the life in common to the deceived spouse.

Art. 1,558. It is nullified the marriage by virtue of durance, when the consent of one or both of the spouses there has been picked up upon founded fear of considerable and imminent harm to life, health and honour, his or his family members.

Art. 1,559. Only the spouse who has focused on error, or suffered coating, can demise marriage; but cohabitation, there is science of addiction, validates the act, resonates the hypotheses of the incisos III and IV of the art. 1,557.

Art. 1,560. The deadline to be intended for the action of annulment of the marriage, from the date of the celebration, is to:

I-one hundred and eighty days, in the case of the inciso IV of the art. 1,550;

II-two years, if incompetent the celebrant authority;

III-three years, in the cases of the incisos I to IV of the art. 1,557;

IV-four years, if there is durance.

§ 1º Extinguish, in one hundred and eighty days, the right to annul the marriage of the sixteen-year-old minors, counted the deadline for the lesser of the day on which it pervented that age; and from the date of the marriage, to your legal representatives or ancestry.

§ 2º In the hypothesis of the inciso V of the art. 1,550, the deadline for annulment of the marriage is one hundred and eighty days, as of the date on which the mandant is aware of the celebration.

Art. 1,561. Although nullified or even void, if contracted in good faith by both spouses, marriage, in relation to these as to the children, produces all effects until the day of the annulatory sentence.

§ 1º If one of the spouses was in good faith when celebrating marriage, its civil effects only on it and the children will enjoy it.

§ 2º If both spouses were in bad faith when celebrating marriage, their civil effects only on their children will enjoy.

Art. 1,562. Before moving the marriage nullity action, that of annulment, that of judicial separation, that of direct divorce or that of stable union dissolution, may apply for the party, proving its necessity, the separation of bodies, which will be granted by the judge with the possible brevity.

Art. 1,563. The sentence that decrees the nullity of marriage will go back to the date of its conclusion, without prejudice to the acquisition of rights, to onerous title, by third parties in good faith, nor the resulting sentence carried on trial.

Art. 1,564. When the marriage is nullified by the fault of one of the spouses, this one will incur:

I-in the loss of all the advantages hailed from the innocent spouse;

II-in the obligation to fulfill the promises that it has made to him in the antenna contract.

CHAPTER IX

From the Effectiveness of the Wedding

Art. 1,565. By marriage, man and woman mutually assume the condition of consorts, companions and responsible for the burdens of the family.

§ 1º Any of the nubents, wanting, may be able to add to their last name of the other.

§ 2º The family planning is for free decision of the couple, competing for the state to propitiate educational and financial resources for the exercise of that right, vetoed any kind of coercion by private institutions or public.

Art. 1,566. They are duties of both spouses:

I-reciprocal fidelity;

II-life in common, in the conjugal domicile;

III-mutual assistance;

IV-livelihood, custody and education of the children;

V-respect and mutual consideration.

Art. 1,567. The direction of the conjugal society will be exercised, in collaboration, by the husband and the woman, always in the interest of the couple and the children.

Single paragraph. If there is divergence, any of the spouses will be able to appeal to the judge, who will decide to take those interests into consideration.

Art. 1,568. The spouses are required to run, in the proportion of their goods and labor incomes, for the family's livelihood and the education of the children, whatever the patrimonial regime.

Art. 1,569. The couple's domicile will be chosen by both spouses, but one and the other may be absent from the marital domicile to meet public charges, the exercise of their profession, or to relevant particular interests.

Art. 1,570. If any of the spouses are in remote or unknown place, incarcerated for more than one hundred and eighty days, judicially or privately interdicted, episodically, of conscience, by virtue of infirmity or accident, the other will exercise with exclusivity the direction of the family, by the management of the goods.

CHAPTER X

From the Dissolution of the Society and the Conjugal bond

Art. 1,571. Marital society ends:

I-for the death of one of the spouses;

II-by the nullity or annulment of marriage;

III-by the judicial separation;

IV- by divorce.

§ 1º The valid marriage dissolves only by the death of one of the spouses or by the divorce, applying the presumption set out in this Code as to the absent.

§ 2º Dissolved the marriage by direct divorce or by conversion, the spouse will be able to keep the married name; save, in the second case, available to the contrary the sentence of judicial separation.

Art. 1,572. Any of the spouses will be able to propose the action of judicial separation, imputing to the other any act that matters serious violation of the duties of the marriage and makes life unbearable in common.

§ 1º The judicial separation may also be sought if one of the spouses proves a breakdown of the life in common more than a year ago and the impossibility of their reconstitution.

§ 2º The spouse may still ask for judicial separation when the other is acometric with mental illness serious, manifested after marriage, that it makes the continuation of life in common impossible, provided that after a duration of two years, the infirmity has been recognized for improbable healing.

§ 3º In the case of paragraph 2º, will revert to the ailing spouse, that there is no request for judicial separation, the remnants of the goods it took for the marriage, and if the regime of the adopted goods allows it, the meation of those acquired in the constancy of marital society.

Art. 1,573. They may characterize the impossibility of the communion of life the occurrence of any of the following grounds:

I-adultery;

II-attempt at death;

III-sevician or injury/injurria grave;

IV-voluntary abandonment of the marital home, during a continuous year;

V-conviction for infamous crime;

VI-dishonorable conduct.

Para. single. The judge will be able to consider other facts that make evident the impossibility of life in common.

Art. 1,574. The judicial separation shall be given by mutual consent of the spouses if they are married for more than one year and shall speak it before the judge, with it being duly homologated to the convention.

Single paragraph. The judge may refuse approval and not enact the judicial separation if it ascertains that the convention does not sufficiently preserve the interests of the children or of one of the spouses.

Art. 1,575. The sentence of judicial separation matters the separation of bodies and the sharing of goods.

Single paragraph. The sharing of goods may be made upon a proposal by the spouses and approved by the judge or by this decided.

Art. 1,576. The judicial separation puts an end to the duties of cohabitation and reciprocal fidelity and the regime of goods.

Single paragraph. The judicial procedure of separation will fit only to the spouses, and, in the case of disability, will be represented by the curator, the ascendant or the brother.

Art. 1,577. Whatever the cause of the judicial separation and the way in which this one does, it is lawful for the spouses to re-establish, at all times, the marital society, by regular act in judgment.

Single paragraph. Reconciliation in nothing will prejudice the right of third parties, acquired before and during the separate state, whatever the regime of goods.

Art. 1,578. The spouse found guilty in the lawsuit of judicial separation loses the right to use the last name of the other, provided that expressly required by the innocent spouse and if the amendment does not entail:

I-evident injury to his / her identification;

II-manifold distinction between his family name and that of the hailed children of the dissolved union;

III-serious damage recognized in the judicial decision.

§ 1º The innocent spouse in the legal separation action will be able to resign, at any time, to the right to use the last name of the other.

§ 2º In the remaining cases will be the option for the conservation of the married name.

Art. 1,579. The divorce will not modify the rights and duties of the parents in relation to the children.

Single paragraph. New marriage from any of the parents, or from both, will not be able to import restrictions on the rights and duties provided for in this article.

Art. 1,580. Having elapsed one year of the traffic on trial of the sentence that there is enacted the judicial separation, or of the concessional decision of the cautionary measure of separation of bodies, either party may apply for its conversion in divorce.

§ 1º The conversion into divorce of the judicial separation of the spouses will be decreed by sentence, of which they will not make reference to the cause that determined it.

§ 2º The divorce may be required, by one or both the spouses, in the case of proven separation of fact for more than two years.

Art. 1,581. The divorce can be granted without there being any prior sharing of goods.

Art. 1,582. The divorce application will only compete for the spouses.

Single paragraph. If the spouse is unable to propose the action or defend it, he / she can do so the curator, the ascendant or the brother.

CHAPTER XI

From the Protection of the Children of the Children

Art. 1.583. In the case of dissolution of the society or of the marital bond by the judicial separation by mutual consent or by the consensual direct divorce, it shall be observed what the spouses agree to on the custody of the children.

Art. 1.584. Enacted the judicial separation or divorce, without there being between the parties agreement as to the custody of the children, it will be her assigned to whom to reveal better conditions to exercise it.

Single paragraph. Verifying that the children should not remain under the guard of the parent or mother, the judge deferring to his / her guard to the person who reveals compatibility with the nature of the measure, preferably taking into account the degree of kinship and relatedness and affectivity, in accordance with the provisions of the specific law.

Art. 1,585. In the seat of a cautionary measure of body separation, it applies as to the custody of the children the provisions of the antecedent article.

Art. 1,586. There are serious grounds, may the judge, in any case, for the sake of the children, regulate in a different manner from the one set in the articles background to their situation to the parents.

Art. 1,587. In the case of invalidity of the marriage, there are common children, the willing in the arts will be observed. 1,584 and 1,586.

Art. 1,588. The parent or mother who contracts with new nuptials does not lose the right to have with you the children, who will only be able to be removed by judicial warrant, proven that they are not treated conveniently.

Art. 1,589. The parent or mother, in whose custody they are not the children, will be able to visit them and have them in their company, according to what to wake up with the other spouse, or is fixed by the judge, as well as to scrutinize their maintenance and education.

Art. 1,590. The provisions on the custody and provision of food to the minor children extend to the largest incapable.

SUBTCHAPTER II

Of the Parentesco Relations

CHAPTER I

General Provisions

Art. 1,591. They are relatives in line reta people who are with each other in the relationship of ascendants and descendants.

Art. 1,592. They are relatives in collateral line or transversal, up to the fourth grade, people coming from one stem, without descending one from the other.

Art. 1,593. The kinship is natural or civil, as it results from consangüinity or other origin.

Art. 1,594. They are, in the straight line, the degrees of kinship by the number of generations, and, on the side, also by the number of them, rising from one of the relatives to the common ascendant, and descending until you find the other relative.

Art. 1.595. Each spouse or companion is allied to the relatives of the other by the bond of affinity.

§ 1º The kinship by affinity is limited to the ascenders, the descendants and the siblings of the spouse or companion.

§ 2º In the straight line, the affinity does not extinguish with the dissolution of marriage or the stable union.

CHAPTER II

From the Branch

Art. 1,596. The children, whether hailed or not from the marriage relationship, or by adoption, will have the same rights and qualifications, prohibited any discriminatory assignments regarding membership.

Art. 1,597. Presumed to be conceived in the constancy of marriage the children:

I-born one hundred and eighty days, at least, after established marital coexistence;

II-born in the three hundred days subsequent to the dissolution of marital society, by death, judicial separation, nullity and annulment of marriage;

III-hailed by homologous artificial fecundation, even if deceased the husband;

IV- hailed, at any time, when it comes to surplus embryos, arising from homologous artificial conception;

V-hailed by heterologous artificial insemination, provided that it has prior permission from the husband.

Art. 1,598. Unless otherwise proved, if, before the period set out in the inciso II of the art is elapsed. 1,523, the woman contracts new nuptials and birth her some child, this one is presumed from the first husband, if born within the three hundred days from the date of the passing of this and, of the second, if the birth occurs after that period and the already elapsed deadline to be referred to the inciso I of the art. 1597.

Art. 1,599. The proof of the impotence of the spouse to generate, at the time of conception, ilide the presumption of paternity.

Art. 1,600. It is not enough the adultery of the woman, albeit confessed, to eluded the legal presumption of parenthood.

Art. 1,601. It is up to the husband the right to challenge the paternity of his wife's born children, by being such a printable action.

Single paragraph. Disputed the membership, the heirs of the impuriant are entitled to proceed in the action.

Art. 1,602. It is not enough for the maternal confession to exclude parenthood.

Art. 1,603. The membership proves to be the certificate of the term of birth registered in the Civil Register.

Art. 1,604. No one can vindicate otherwise contrary to what results from the birth registration, save proving error or falsity of the record.

Art. 1,605. In the absence, or defect, of the term of birth, it may prove to be the affiliation by any admissible mode in law:

I-when there is commencement of proof in writing, arising from the parents, jointly or separately;

II-when there are veeminds presumptions resulting from already certain facts.

Art. 1,606. The proof-of-membership action competes with the son, while living, passing to the heirs, if he dies lesser or unable.

Single paragraph. If initiated the action by the child, the heirs will be able to continue it, save if judged extinct the process.

CHAPTER III

From the Acknowledgment of the Children

Art. 1,607. The child there has been out of wedlock can be recognized by the parents, either jointly or separately.

Art. 1,608. When motherhood appears on the term of the birth of the child, the mother will only be able to contest it by proving the falsity of the term, or of the statements contained therein.

Art. 1,609. The recognition of the hailed children out of wedlock is irrevocable and will be done:

I-in the registration of the birth;

II-by public or private written deed, to be filed in carthorium;

III-by-testament, albeit incidentally manifested;

IV-by direct manifestation and express before the judge, yet the recognition there is not the single and main object of the act that the contains.

Single paragraph. The recognition may precede the birth of the child or be later to his or her demise, if he leaves descendants.

Art. 1,610. The recognition cannot be revoked, not even when done at will.

Art. 1,611. The child there has been out of wedlock, recognized by one of the spouses, will not be able to reside in the marital home without the consent of the other.

Art. 1,612. The recognized son, while minor, will stand under the guard of the genitor who recognized him, and, if both recognized him and there is no agreement, under whom he best cater to the interests of the minor.

Art. 1,613. They are ineffective the condition and term affixed to the child's act of recognition.

Art. 1,614. The larger son cannot be recognized without his consent, and the minor can impugn recognition, in the four years that follow the age of majority, or emancipation.

Art. 1,615. Any person, who fair interest has, can challenge the action of paternity investigation, or motherhood.

Art. 1,616. The sentence judging from the investigation action will produce the same effects of the recognition; but it may order the son to create himself and eduke outside the company of the parents or of the one who disputed him that quality.

Art. 1,617. Maternal or parental affiliation may result from marriage declared void, even without the conditions of the putative.

CHAPTER IV

From Adoption

Art. 1,618. Only the eighteen-year-old person can adopt.

Single paragraph. The adoption by both spouses or fellows could be formalized, provided that one of them has completed eighteen years of age, proven to be the stability of the family.

Art. 1,619. The adopter there is to be at least sixteen years older than the adopted one.

Art. 1,620. While not giving accounts of your administration and not leaping the debit, you will not be able to the tutor or the curator adopt the pupil or the curatelate.

Art. 1,621. The adoption depends on the consent of the parents or the legal representatives, from whom one wishes to adopt, and from the concordance of this one, if it counted more than twelve years.

§ 1º The consent will be waived in relation to the child or teenager whose parents are unknown or have been removed from family power.

§ 2º The consent provided in the **caput** is revocable until the publication of the constitutive sentence of the adoption.

Art. 1,622. No one can be adopted by two people, save if they are husband and wife, or if they live in stable union.

Single paragraph. Divorcees and the judicially separated will be able to adopt jointly, provided that they are acquiescing about the guard and the regime of visits, and provided that the coexistence stage has been initiated in the constancy of marital society.

Art. 1,623. The adoption will comply with the judicial process, observed the requirements set forth in this Code.

Single paragraph. The adoption of eighteen-year-olds will depend, equally, on the effective assistance of the Public Power and constitutive sentencing.

Art. 1,624. There is no need for the consent of the legal representative of the minor, if proven that it is an exposed infant, or of a minor whose parents are unknown, are missing, or have been removed from the family power, without appointment of guardian; or of orphan not claimed by any relative, for more than a year.

Art. 1,625. It will only be admitted to adoption that constitute effective benefit to adopting it.

Art. 1,626. The adoption attributes the child's situation to the adopted, disconnecting it from any link with consangsious parents and relatives, save as to the impediments to the marriage.

Single paragraph. If one of the spouses or fellows adopts the other's child, they remain the affiliation links between the adoptee and the spouse or fellow of the adopter and the respective relatives.

Art. 1,627. The decision confers upon the adopted the last name of the adopter, and may determine the modification of his prenome, if minor, at the request of the adopter or the adopted.

Art. 1,628. The effects of the adoption begin from the transit on trial of the sentence, except if the adopter comes to be deceased in the course of the procedure, in which case it will have retroactive force to the date of the death. Kinship relations establish themselves not only between the adopter and the adopted, but also between the one and the descendants of this and between the adoptee and all the adopter's relatives.

Art. 1,629. The adoption by foreigner will obey the cases and conditions that are set forth in law.

CHAPTER V

From the FAMILIAR Power

Section I

Provisions General

Art. 1,630. The children are subject to family power, while minors.

Art. 1,631. During marriage and stable togetherness, it competes the family power to the parents; in the lack or hindrance of one of them, the other will exercise it uniquely.

Single paragraph. Diverging parents as to the exercise of family power, it is ensured for any of them to turn to the judge for the solution of the disagreement.

Art. 1,632. Judicial separation, divorce and the dissolution of the stable union do not alter the relationships between parents and children but as to the right, which the first is up to, to have in their company the second ones.

Art. 1,633. The son, not recognized by the father, falls under exclusive family power of the mother; if the mother is not known or able to exercise it, she will give tutor to the minor.

Section II

From the exercise of the Family Power

Art. 1,634. It is incumbent upon the parents, as for the person of the minor children:

I-drive them to creation and education;

II-have them in their company and guard;

III-grant them or deny them consent to marry;

IV-name it tutor by will or authentic document, if the other of the parents does not survive it, or the supervivo cannot exercise the family power;

V- represent them, up to the age of sixteen, in the acts of civil life, and assist them, after that age, in the acts in which they are parties, by suffusing them consent;

VI-claim them from whom illegally detain them;

VII-require them to provide them obedience, respect, and the services themselves of their age and condition.

Section III

Of The Suspension and Extinction of the Family Power

Art. 1.635. Extinct the family power:

I-by the death of the parents or the child;

II-by the emancipation, in the terms of the art. 5º, single paragraph;

III-by the age of majority;

IV-by adoption;

V-by judicial decision, in the form of article 1,638.

Art 1,636. The parent or mother who contracts with new nuptials, or establishes stable union, does not lose, as to the children of the previous relationship, the rights to family power, exercising them without any interference from the new spouse or fellow.

Paragraph single. Equal precept to the one set forth in this article applies to the parent or single mother who marry or establish stable union.

Art. 1,637. If the father, or the mother, abusing his authority, missing from the duties to them inherent or ruining the sons ' assets, it is up to the judge, requiring some relative, or the Public Prosecutor's Office, to adopt the measure that seems to him claimed by the safety of the minor and their havers, even suspending the family power, when it convenes.

Single paragraph. It is also suspending the exercise of the family power to the father or mother convicted of an irrecurrable sentence by virtue of a crime whose sentence exceeds two years in prison.

Art. 1,638. It will lose by court act the family power the father or mother who:

I-imoderately punish the son;

II-leave the son in abandonment;

III-practice acts contrary to morals and to good customs;

IV-focus, repeatedly, on the lines provided for in the antecedent article.

Title II

From the Patrimonial Law

SUBTCHAPTER I

From the Regime of Bens among the Spouses

CHAPTER I

General Provisions

Art. 1,639. It is licit to the nubents, before celebrated the marriage, stipulate, as to their goods, what aproud them.

§ 1º The regime of goods between the spouses begins to invigorate since the date of the marriage.

§ 2º It is permissible to change the regime of goods, upon judicial authorization on the motivated request of both spouses, ascertained the provenance of the reasons cited and re-salvaged the rights of third parties.

Art. 1,640. There is no convention, or being it void or ineffective, vigorous, as to the goods between the spouses, the regime of the partial communion.

Single paragraph. They will be able to the nubents, in the habilitation process, opt for any of the schemes that this code regulates. As for the form, it will reduce the term the option by the partial communion, by making the antenna pact by public scripture, in the remaining choices.

Art. 1,641. It is mandatory for the regime of the separation of goods in marriage:

I-of the people who have contracted it with non-compliance with the suspensive causes of the celebration of marriage;

II-of the person greater than sixty years;

III-of all those who depend, to marry, of judicial supply.

Art. 1,642. Whatever the regime of goods, both the husband and the woman can freely:

I-practise all the acts of disposition and administration necessary to the performance of their profession, with the limitations set out in the inciso I do art. 1,647;

II-administer the goods of their own;

III-disobligate or claim the real estate that has been engraved or disposed of without your consent or without judicial supply;

IV-demoing the termination of the bail and donation contracts, or the invalidation of the avail, carried out by the other spouse with infraction of the provisions of the incisos III and IV of the art. 1,647;

V-claim the common goods, furniture or real estate, donated or transferred by the other spouse to the concubine, provided that it proved that the goods were not acquired by the common effort of these, if the couple is separated from fact for more than five years;

VI-practice all acts that are not expressly vetted to them.

Art. 1,643. They can the spouses, regardless of authorization from each other:

I-buy, still credit, the necessary things to the domestic economy;

II-get, by loan, the amounts that the acquisition of these things may require.

Art. 1,644. The debts incurred for the purposes of the antecedent article shall jointly and severally oblige both spouses.

Art. 1,645. The actions founded on the incisos III, IV and V of the art. 1,642 compete for the impaired spouse and his / her heirs.

Art. 1,646. In the case of the incisos III and IV of the art. 1,642, the third, impaired with the author's favorable sentence, will have a regressive right against the spouse, who has carried out the legal business, or his heirs.

Art. 1,647. Ressaved the provisions of the art. 1,648, none of the spouses can, without authorization from the other, except in the regime of absolute separation:

I-divesting or recording of real burden the real estate;

II-plethar, as author or defendant, about those goods or rights;

III-provide bail or guarantee;

IV-make donation, not being remunerative, of common goods, or of those that may integrate future meation.

Single paragraph. The nuptial donations made to the children are valid when they marry or establish separate economics.

Art. 1,648. It is up to the judge, in the cases of the antecedent article, to supply the outorga, when one of the spouses to dense it without a fair reason, or it is impossible to grant it.

Art. 1,649. The lack of authorization, not suppressed by the judge, when necessary (art. 1,647), shall render the act void the practiced act, and the other spouse may plead for annulment, up to two years after the end of the conjugal society.

Single paragraph. The approval makes the act valid, provided that it is made by public instrument, or particular, authenticated.

Art. 1,650. The invalidity decrement of the acts practiced without outward, without consent, or without a supply of the judge, may only be demanded by the spouse to whom it was fit to grant it, or by its heirs.

Art. 1,651. When one of the spouses is unable to exercise the administration of the goods incumbent upon him, according to the regime of goods, it will fit the other:

I-manage the common goods and those of the consort;

II-divest the movable property common;

III-alienate the common real estate and the furniture or real estate of the consort, upon judicial authorization.

Art. 1,652. The spouse, who is in possession of the other's private goods, will be for with this and his responsible heirs:

I-as a enjoy, if the income is common;

II-as a prosecutor, if it has mandate expressed or tacit to administer them;

III-as a depositary, if it is not enjoyed, nor administrator.

CHAPTER II

Of The Antenuptial Pact

Art. 1,653. It is void of the antenna pact if it is not done by public scripture, and ineffective if it does not follow the marriage.

Art. 1,654. The effectiveness of the antenna pact, carried out by minor, becomes conditional upon the approval of its legal representative, save the mandatory regime hypotheses of separation of goods.

Art. 1,655. It is void of her convention or clause that contravenes absolute provision of law.

Art. 1,656. In the antenna pact, that adopting the final participation regime in the equests, it will be able to convince the free disposition of real estate, provided that private individuals.

Art. 1,657. The antenna conventions will have no effect before third parties but after registered, in a special book, by the officer of the Household Registration of the domicile of the spouses.

CHAPTER III

Of The Regime of Partial Communion

Art. 1,658. In the partial communion regime, they communicate the goods surviving the couple, in the constancy of the marriage, with the exceptions of the following articles.

Art. 1,659. Exclude yourself from communion:

I-the goods that each spouse possesses when marrying, and those who survive it, in the constancy of marriage, by donation or succession, and the surrogates in their place;

II-the goods purchased with values exclusively belonging to one of the spouses in subrogation of the private goods;

III-the obligations prior to marriage;

IV-the obligations arising from acts illicit, save reversal to the advantage of the couple;

V-the goods of personal use, the books and instruments of profession;

VI-the orderings of the personal work of each spouse;

VII -pensions, half-soles, montepes and other similar rents.

Art. 1,660. Enter into the communion:

I-the goods acquired in the constancy of the marriage by onerous title, albeit only on behalf of one of the spouses;

II-the goods acquired by fact possible, with or without the contest of previous work or expense;

III-the goods acquired by donation, inheritance, or legacy, in favor of both spouses;

IV-the benefactions in private goods of each spouse;

V-the fruits of the common goods, or of the particular individuals of each spouse, perceived in the constancy of the marriage, or pending the time of ceasing communion.

Art. 1,661. They are incommunicado the goods whose purchase has by title a cause prior to the marriage.

Art. 1,662. In the regime of partial communion, they are presumed to have acquired in the constancy of marriage the movable property, when it is not proved that the were at a previous date.

Art. 1,663. The administration of the common heritage competes with any of the spouses.

§ 1º The debts incurred in the administration's exercise oblige the common and private goods of the spouse who administers them, and those of the other on the reason of the benefit that there is to be earned.

§ 2º The annuence of both spouses is required for the acts, free of charge, which entail cession of the use or enjoyment of the common goods.

§ 3º In case of malversation of the goods, the judge will be able to assign the administration to only one of the spouses.

Art. 1,664. The goods of the communion respond by the obligations contracted by the husband or the woman to meet the family's burdens, administration expenses and those arising from legal imposition.

Art. 1,665. The administration and disposition of the constitutive assets of the particular estate compete for the owning spouse, unless otherwise diverse convention in antenptial pact.

Art. 1,666. The debts, contracted by any of the spouses in the administration of their private goods and to the benefit of these, do not oblige the common goods.

CHAPTER IV

Of The Universal Communion Regime

Art. 1,667. The universal communion regime matters the communication of all present and future goods of the spouses and their passive debts, with the exceptions of the following article.

Art. 1,668. They are excluded from the communion:

I-the goods donated or inherited with the incommunicability clause and the surrogates in their place;

II-the engraved goods of fideicomisso and the right of the heir fideicomissarium, before carried out the suspensive condition;

III-the debts prior to marriage, save if they profit from expenses with their rushes, or revert to common advantage;

IV-the donations antenpals made by one of the spouses to the other with the incommunicability clause;

V-The goods referred to in the incisos V to VII of the art. 1,659.

Art. 1,669. The incommunicability of the goods listed in the antecedent article does not extend to the fruits, when they perceive or win during their marriage.

Art. 1,670. It applies to the regime of universal communion the provisions of the antecedent Chapter, as to the administration of the goods.

Art. 1,671. Extinguishes communion, and effectuates the division of the asset and the liability, shall cease the responsibility of each of the spouses to the creditors of the other.

CHAPTER V

Of The Final Participation Regime in the Equests

Art. 1,672. In the final participation scheme in the equests, each spouse possesses equity, depending on the following article, and it is up to him, at the time of the dissolution of the marital society, right to half of the goods acquired by the couple, to the onerous title, in the constancy of the marriage.

Art. 1,673. They integrate the patrimony of the assets that each spouse owned by marrying and those by him acquired, to any title, in the constancy of marriage.

Single paragraph. The administration of these goods is exclusive to each spouse, who will be able to freely alienate them, if they are mobile.

Art. 1,674. Overcoming the dissolution of the marital society, ascertaining the amount of the equests, excluding the sum of the patrimonies of their own:

I-the goods prior to the marriage and those in its place if sub-rogaram;

II-those that overcame each spouse by succession or liberality;

III-the debts relating to these goods.

Single paragraph. Unless proven otherwise, they are presumed to have acquired during the marriage the movable property.

Art. 1,675. When determining the amount of the equests, it shall compute the value of the donations made by one of the spouses, without the necessary permission of the other; in that case, the good may be claimed by the impaired spouse or by his or her heirs, or declared in the shareable lot, by value equivalent to that of the dissolution season.

Art. 1,676. It incorporates the value of the alienated goods at the expense of meation, if there is no preference of the aggrieved spouse, or their heirs, to claim them.

Art. 1,677. By the debts subsequent to the marriage, contracted by one of the spouses, only this one will respond, save proof of having reversed, partially or fully, for the benefit of the other.

Art. 1,678. If one of the spouses has unleaned one's debt from the other with assets of his or her estate, the value of the payment must be updated and imputed, on the date of the dissolution, to the meation of the other spouse.

Art. 1,679. In the case of goods acquired by the joint work, you will have each of the spouses an equal share in the condominium or credit for that established mode.

Art. 1,680. The mobile stuff, in the face of third parties, is presumed to be in the domain of the debtor spouse, unless the good is of personal use of the other.

Art. 1,681. Immovable property is owned by the spouse whose name appears on the record.

Single paragraph. Impugned to title, it will be up to the owner spouse to prove the regular acquisition of the goods.

Art. 1,682. The right to meation is not renounceable, disposable or pennilable in the duration of the matrimonial regime.

Art. 1,683. In the dissolution of the regime of goods by judicial separation or by divorce, the amount of the equals to the date on which they have ceased to coexistence.

Art. 1,684. If it is not possible or convenient to division of all goods into a nature, the value of some or all to reposition in cash to the non-owner spouse shall be calculated.

Single paragraph. You may not carry out the reposition in cash, you will be assessed and, upon judicial authorization, disposed of as many goods as you are basting.

Art. 1,685. In the dissolution of the marital society by death, the surviving spouse's meation of conformity with the background articles is checked, deferring inheritance to the heirs in the form set out in this Code.

Art. 1.686. The debts of one of the spouses, when superior to their meation, do not oblige to the other, or to their heirs.

CHAPTER VI

Of The Separation Regime of Bens

Art. 1,687. Stipulated the separation of goods, these will remain under the sole administration of each of the spouses, who will be able to freely alienate or record them from real burden.

Art. 1,688. Both spouses are required to contribute to the couple's expenses in the proportion of the incomes of their work and of their assets, unless otherwise stipulated in the antenna pact.

SUBTCHAPTER II

From the Usufruit and the Administration of the Bens of Minor Children

Art. 1,689. The father and mother, while in the exercise of family power:

I-are enjoying the assets of the children;

II-have the administration of the goods of the minor children under their authority.

Art. 1,690. It is incumbent upon parents, and in the lack of one of them to the other, uniquely, to represent the children under the age of sixteen, as well as to watch them until they complete the age of adulthood or be emancipated.

Single paragraph. Parents must decide in common the questions concerning the children and their goods; there will be divergence, may any of them turn to the judge for the necessary solution.

Art. 1,691. They shall not be allowed to divest, or record of real burden on the real estate of the children, nor to contract, on behalf of them, obligations that surpass the limits of the simple administration, save by necessity or evident interest of the offspring, upon prior authorization of the judge.

Single paragraph. They may plete with the declaration of nullity of the acts provided for in this article:

I-the children;

II-the heirs;

III-the legal representative.

Art. 1,692. Whenever in the exercise of family power collide the interest of parents with that of the child, the application of this or the Public Prosecutor's Office the judge will give him special curator.

Art. 1,693. Exclude themselves from the enjoyment and administration of the parents:

I-the goods acquired by the child there have been outside the marriage, before recognition;

II-the values earned by the sixteen-sixth-largest child years, in the exercise of professional activity and the goods with such acquired resources;

III-the goods left or donated to the child, under the condition that they are not enjoyed, or administered, by the parents;

IV-the goods that the children have coubered in the inheritance, when the parents are excluded from the succession.

SUBTSECIII

Dos Aliments

Art. 1,694. May relatives, spouses or fellows ask each other for the food they will need to live in a way that is compatible with their social condition, including to meet the needs of their education.

§ 1º The food must be set in proportion to the needs of the claimant and the person's resources obliged.

§ 2º The food will only be the indispensable to the subsistence, when the situation of need arises from guilt of who the plethes.

Art. 1,695. They are due to food when whoever intends them does not have enough goods, nor can they provide, for their work, to the mantle itself, and the one, from whom they complain, can provide them, with no dismissing from the necessary to their livelihood.

Art. 1,696. The right to food delivery is reciprocated between parents and children, and extensive to all ancestry, recalling the obligation in the nearest to a degree, one in lack of others.

Art. 1,697. In the lack of the ascendants it is up to the obligation to the descendants, guarded the order of succession and, missing these, to the brothers, thus germane as unilateral.

Art. 1,698. If the relative, who owes food in the first place, is not in a position to fully bear the burden, they will be called upon to run for the immediate degree; being several persons obliged to provide food, all must compete in the proportion of the respective resources, and, intended action against one of them, may the rest be called upon to integrate the lide.

Art. 1,699. If, fixed the food, survives change in the financial situation of those who buy them, or in those of whom it receives them, may the person concerned complain to the judge, as per the circumstances, exoneration, reduction or majority of the charge.

Art. 1,700. The obligation to provide food conveyors to the heirs of the debtor, in the form of the art. 1,694.

Art. 1,701. The person obliged to supply food will be able to pensioned the food, or give it lodging and sustenance, without prejudice to the duty to provide the necessary to their education, when smaller.

Single paragraph. It is incumbent upon the judge, if the circumstances so require, to fix the manner of compliance with the provision.

Art. 1,702. In the litigation judicial separation, being one of the innocent and devoid spouses of resources, will give him the other the alimony that the judge sets, obeyed the criteria set forth in the art. 1,694.

Art. 1,703. For the maintenance of the children, judicially separated spouses will contribute in the proportion of their resources.

Art. 1,704. If one of the spouses separated judicially comes to need food, it will be the other obligated to provide them upon pension to be fixed by the judge, if he has not been found guilty in the lawsuit of judicial separation.

Paragraph single. If the spouse declared guilty comes to need food, and has no relatives in a condition to provide them, nor fitness for the job, the other spouse will be required to assure them by fixing the judge the indispensable value to the survival.

Art. 1,705. In order to obtain food, the son's outside of the marriage can trigger the genitor, being provided to the judge to determine, at the request of either party, that the action should take place in secret of justice.

Art. 1,706. Provisional foods will be fixed by the judge, under the rules of procedure.

Art. 1,707. It may be the creditor not to exercise, however it is veded to waive the right to food, the respective unceasing credit of cession, compensation or pawness.

Art. 1,708. With the marriage, the stable union or the concubinate of the creditor, it cesses the duty to provide food.

Single paragraph. With respect to the creditor cesses, too, the right to food, if it has undignified procedure in relation to the debtor.

Art. 1,709. The new marriage of the debtor spouse does not extinguish the constant obligation of the divorce sentence.

Art. 1,710. The food installments, of any nature, will be updated second official index regularly established.

SUBTCHAPTER IV

From the Family Well

Art. 1,711. May the spouses, or the family entity, by public deed or testament, earmark part of their estate to institute family well, provided that it does not exceed one-third of the existing net worth to the time of the institution, kept the rules on the impending impending of the residential real estate established in special law.

Single paragraph. The third party may also institute family well by testament or donation, depending on the effectiveness of the act of the express acceptance of both the benefiting spouses or the benefiting family entity.

Art. 1,712. The family well will consist of urban or rural residential building, with their belonging and accessories, targeting in both cases the family domicile, and will be able to cover securities, the income of which will be applied in the conservation of the real estate and the livelihood of the family.

Art. 1,713. The securities, intended for the purposes set out in the antecedent article, will not be able to exceed the value of the building instituted in the family well, at the time of its institution.

§ 1º Desummer the securities are properly individualized in the instrument of institution of the family good.

§ 2º If it comes to nominative securities, your institution as a family well must appear in the respective books of registration.

§ 3º The Institutor shall be able to determine that the administration of the securities is entrusted to the financial institution, as well as to discipline the manner of payment of the respective income to the beneficiaries, in which case the liability of the trustees will comply with the rules of the deposit agreement.

Art. 1,714. The family good, either instituted by the spouses or by third party, constitutes by the registration of its title in the Estate Registry.

Art. 1,715. The family good is exempt from execution by debts subsequent to your institution, save those provies from tributes pertaining to the building, or from condominiated expenses.

Single paragraph. In the case of execution by the debts referred to in this article, the existing balance will be applied in another building, as well as family, or in public debt securities, for family sustenance, unless relevant reasons advise another solution, at the discretion of the judge.

Art. 1,716. The exemption from which it treats the antecedent article will last while living one of the spouses, or, in the absence of these, until the children complete the age of majority.

Art. 1,717. The building and the securities, constituted as well of the family, may not have a diverse destination of the intended one in the art. 1,712 or be disposed of without the consent of the interested parties and their legal representatives, listened to the Public Prosecutor's Office.

Art. 1,718. Any form of liquidation of the administrating entity, as referred to in § 3º of the art. 1,713, it will not achieve the values to it entrusted by ordering the judge to transfer to another similar institution, by obeying, in the case of bankruptcy, the provisions of the application for restitution.

Art. 1,719. Proven the impossibility of the maintenance of the family good in the conditions under which it was instituted, may the judge, the application of the persons concerned, extinguish it or authorize the sub-rogation of the goods that constitute it in others, ears the institutor and the Prosecutor's Office.

Art. 1,720. Unless otherwise provided for in the act of institution, the administration of the family good competes for both spouses by resolving the judge in case of divergence.

Single paragraph. With the passing of both spouses, the administration will pass on to the eldest son, if it is larger, and, on the contrary, to his tutor.

Art. 1,721. The dissolution of marital society does not extinguish the good of family.

Single paragraph. Disbanded the marital society by the death of one of the spouses, the survivor will be able to call for the extinction of the family good, if it is the only good of the couple.

Art. 1,722. It is extinguished, equally, the family good with the death of both spouses and the age of majority of children, provided that they do not subject to curation.

TITLE III

OF THE STABLE UNION

Art. 1,723. It is recognized as a family entity the stable union between man and woman, set in public coexistence, continuous and enduring and established with the goal of family constitution.

§ 1º The stable union is not will constitute if the impediments of the art occur. 1,521; not applying the incidence of inciso VI in the case that the married person finds himself separated from fact or judicially.

§ 2º The suspensive causes of the art. 1,523 will not prevent the characterization of the stable union.

Art. 1,724. Personal relationships between the fellows will obey the duties of loyalty, respect and assistance, and of the guard, livelihood and education of the children.

Art. 1,725. In the stable union, unless a written contract between the fellows, it applies to the patrimonial relations, in what couber, the regime of the partial communion of goods.

Art. 1,726. The stable union will be able to convert into marriage, upon the request of the fellows to the judge and seat in the Civil Registry.

Art. 1,727. The non-possible relations between man and woman, barred from marrying, constitute concubinate.

TITLE IV

DA TUTELA AND CURATELA

CHAPTER I

From Tutela

Section I

Of The Tutors

Art. 1,728. The minor children are laid out in tutelage:

I-with the passing of the parents, or being these absentee judgements;

II-in the event that the parents decay from the family power.

Art. 1.729. The right to appoint tutor competes with the parents, together.

Single paragraph. The appointment must appear in either the will or any other authentic document.

Art. 1,730. It is void the appointment of tutor by the father or the mother who, at the time of his death, did not have the family power.

Art. 1,731. In lack of tutor appointed by the parents lies the tutelage to the consangsious relatives of the minor, by this order:

I-to the ascendants, preferring the one's degree closest to the most remote;

II-to the side-sides to the third degree, preferring those closest to the most remote, and, to the same degree, older ones to the more mildees; in either case, the judge will choose among them the most apt to exercise the tutelage for the benefit of the minor.

Art. 1,732. The judge will appoint idonous tutor and resident at the domicile of the minor:

I-in the lack of testamentary or legitimate tutor;

II-when these are deleted or escussed from the tutelage;

III-when removed by non-idonous the rightful tutor and the testamentary.

Art. 1,733. The orphaned siblings will give one tutor only.

§ 1º In the case of being appointed more than one tutor by testamentary disposition without indication of precedence, it is understood that guardianship was committed to the former, and that others will succeed him by the order of appointment, if death, disability, escuses, or any other impediment occurs.

§ 2º Who institutes a minor heir, or legatory his, may appoint him special curator for the goods left, albeit the beneficiary find themselves under the familiar power, or guardian.

Art. 1,734. The abandoned minors will have tutors appointed by the judge, or the public establishment will be collected for this purpose intended, and, in the absence of that establishment, they are under the guardianty of the people who, voluntarily and free of charge, take charge of their creation.

Section II

Of The Incapable of Exercising a Tutela

Art. 1,735. They may not be guardians and will be exonerated from guardianship, should they exercise:

I-those who do not have the free administration of their goods;

II-those who, at the time of being held to guardianship, if find constituted in obligation to the minor, or have to assert rights against this one, and those whose parents, children or spouses have demand against the minor;

III-the enemies of the minor, or of their parents, or who have been by these expressly excluded from the tutelage;

IV-those convicted of felony theft, theft, stelionate, falsity, against family or customs, have or have not served time;

V-as people of bad procedure, or flaws in probity, and those guilty of abuse in previous tutorships;

VI-those who exercise public function incompatible with the good administration of guardians.

Section III

From the Escusa of the Tutors

Art. 1,736. They can eschage from the tutelage:

I-married women;

II-greater sixty years;

III-those who have under their authority more than three children;

IV-those made impossible by infirmity;

V-those who inhabit far from the place where there is to exercise tutelage;

VI-those who already exercise tutelage or curatelle;

VII-military in service.

Art. 1,737. Anyone who is not related to the minor may not be required to accept the tutelage, if there is in the place of the elderly, consangsious or afim, in conditions of exercising it.

Art. 1,738. The escuses will present itself in the ten subsequent days to the designation, under penalty of understanding-if you renounce the right to claim it; if the escusatory motif occurs after accepting the tutelage, the ten days will count on the one in which he survives.

Art. 1,739. If the judge does not admit the escussion, it will exercise the appointee, while the interposed appeal has no avement, and will respond since soon by the losses and damage that the minor comes to suffer.

Section IV

From the Exercise of the Tutela

Art. 1,740. It is incumbent upon the tutor, as to the person of the minor:

I-drive you the education, defend it and provide you with food, as per your havers and condition;

II-complain of the judge providing, as there are for good, when the minor there is mister correction;

III-adimir the remaining duties that normally fit the parents, overhear the opinion of the minor, if this one already count twelve years old.

Art. 1,741. It is incumbent upon the tutor, under the inspection of the judge, to administer the goods of the tutelado, to the advantage of this one, fulfilling his duties with zeal and good faith.

Art. 1,742. For surveillance of the acts of the tutor, it may the judge appoint a protutor.

Art. 1,743. If the administrative goods and interests require technical knowledge, they are complex, or carried out in places distant from the home of the tutor, you can this, upon judicial approval, delegate to other physical or legal persons the exercise partial of the tutelage.

Art. 1,744. The judge's liability will be:

I-direct and personal, when it has not appointed the tutor, or not done so opportunely;

II-subsidiary, when it has not required legal warranty from the tutor, nor the removed, so much that it became suspicious.

Art. 1,745. The goods of the minor will be delivered to the tutor upon specified term of them and their values, yet the parents have waived it.

Single paragraph. If the minor's estate is of considerable value, it may be possible for the judge to condition the exercise of the tutelage to the provision of collateral rather, and may waive it if the tutor is of recognised idoneity.

Art. 1,746. If the minor possesses goods, it will be sustained and educated at the expense of them, arbitrating the judge to such an end the amounts that appear to him necessary, considered the income of the pupil's fortune when the father or the mother has not fixed them.

Art. 1,747. Compete more for the tutor:

I-represent the minor, until the age of sixteen, in the acts of civil life, and to watch it, after that age, in the acts where it is part;

II-receive the renters and pensions of the minor, and the amounts to him due;

III-make him the subsistence and education expenses, as well as those of administration, conservation and improvements of his assets;

IV-divest the goods of the minor destined for sale;

V-promote you, upon convenient price, the leasing of root goods.

Art. 1,748. It also competes with the tutor, with authorization from the judge:

I-pay the debts of the minor;

II-accept for it inheritances, legacies or donations, albeit with charges;

III- transigir;

IV-sell you the movable property, the conservation of which does not condone, and the real estate in the cases where it is permitted;

V-propose in judgment the actions, or in them to watch the minor, and promote all the moves to the good of this, as well as defend it in the plethings against it moved.

Single paragraph. In the case of lack of authorization, the effectiveness of act of the tutor depends on the subsequent approval of the judge.

Art. 1,749. Still with the judicial authorization, it cannot the tutor, under penalty of nullity:

I-acquire by you, or by interposed person, upon particular contract, movable property or real estate belonging to the minor;

II-dispose of the goods of the minor free of charge;

III-constitute transferee of credit or law, against the minor.

Art. 1,750. The real estate owned by the minors under guardian can only be sold when there is manifest advantage, upon prior judicial evaluation and approval by the judge.

Art. 1,751. Before taking up guardians, the tutor will declare everything that the minor should owe him, under penalty of not being able to charge him, while exercising tutoring, save proving that he did not know the debit when he took it up.

Art. 1,752. The tutor responds for the damage that, by fault, or dolo, cause the tutelage; but it has a right to be paid for what it actually expends on the exercise of the tutelage, save in the case of the art. 1,734, and to perceive remuneration commensurate with the importance of the administered goods.

§ 1º To the protutor will be arbitrated a monthsary gratuity by the supervision effectuated.

§ 2º Are solidly responsible for the damage the people to whom it was competing to scrutinize the activity of the tutor, and those running for the damage.

Section V

From the Tutelado Bens

Art. 1,753. The tutors cannot conserve in their power money from the tutelados, in addition to the necessary for the ordinary expenses with their livelihood, their education and the administration of their assets.

§ 1º If there is a need, the objects of gold and silver, precious stones and furniture will be assessed by the elderly person and, after judicial authorization, disposed of, and their product converted into securities, obligations and letters of direct or indirect responsibility of the Union or the States, answering preferentially to profitability, and collected from the official banking establishment or applied in the acquisition of real estate, as determined by the judge.

§ 2º The same fate as provided in the antecedent paragraph will have the money arising from any other provenance.

§ 3º Tutors respond by the delay in the application of the above values, paying the legal interest since the day they are supposed to give that destination, which does not exonerate them from the obligation, that the judge will make effective, of the said application.

Art. 1,754. The values that exist in official banking establishment, in the form of the antecedent article, will not be allowed to withdraw, otherwise upon the order of the judge, and only:

I-for the expenditure on the livelihood and education of the tutelado, or the administration of your goods;

II-for whether to purchase real estate and securities, bonds or letters, under the conditions laid down in Paragraph 1º of the antecedent article;

III-to be employed in accordance with the willing by whoever has donated, or left;

IV-to give themselves away to the orphans, when emancipated, or larger, or, killed them, to their heirs.

Section VI

From the Prestation of Accounts

Art. 1,755. The tutors, although the other way around they had willing the parents of the tutellors, are required to account for their administration.

Art. 1,756. At the end of each year of administration, the tutors will submit to the judge the respective balance sheet, which, after approved, will attach itself to the autos of the inventory.

Art. 1,757. The tutors will pay bills every two years, and also when, for any reason, leave the exercise of the guardiantry or every time the judge finds it convenient.

Single paragraph. The accounts will be premised on judgement, and adjudicated after the hearing of those concerned, by collecting the tutor immediately the official banking establishment the balances, or acquiring real estate, or securities, bonds or letters, in the form of § 1º of the art. 1,753.

Art. 1,758. Fining the tutelage by the emancipation or majority, the discharge of the minor shall not produce effect before the accounts by the judge are approved, there remain whole, until then, the responsibility of the tutor.

Art. 1,759. In the cases of death, absence, or interdiction of the tutor, the accounts will be provided by their heirs or representatives.

Art. 1,760. They will be taken credit of the tutor all expenses justified and admittedly fruitful to the minor.

Art. 1,761. The expenses for the provision of the accounts will be paid by the tutelage.

Art. 1,762. The range of the tutor, as well as the balance against the tutelage, are debts of value and are due interest since the final judgment of the accounts.

Section VII

From the cessation of the Tutelage

Art. 1,763. Basket the condition of tutelage:

I-with the age of majority or the emancipation of the minor;

II-by falling the minor under the family power, in the case of recognition or adoption.

Art. 1.764. Cease the functions of the tutor:

I-upon expiring the term, in which it was obligated to serve;

II-when overcoming legitimate escusa;

III-upon being removed.

Art. 1,765. The tutor is obliged to serve for space of two years.

Single paragraph. It may the tutor continue in the exercise of the tutelage, in addition to the time frame provided in this article, if he or she wishes and the judge to judge convenient to the minor.

Art. 1,766. Will be impeached the tutor, when negligent, prevaricator, or instroke in disability.

CHAPTER II

From Curatela

Section I

Of The Interests

Art. 1,767. They are subject to curating:

I-those who, by infirmity or mental impairment, do not have the necessary discernment for the acts of civil life;

II-those who, for another lasting cause, do not can express their will;

III-the mentally handicapped, the usual ethos and the toxic addicts;

IV-the exceptional ones without complete mental development;

V-os prodigs.

Art. 1,768. The interdiction should be promoted:

I-by the parents or guardians;

II-by the spouse, or by any relative;

III-by the Public Prosecutor's Office.

Art. 1.769. The Public Prosecutor's Office will only promote interdiction:

I-in the event of serious mental illness;

II-if it does not exist or does not promote the interdiction some of the persons designated in the incisos I and II of the article antecedent;

III-if, existing, they are incapable of the people mentioned in the inciso antecedent.

Art. 1,770. In cases where the interdiction is promoted by the Public Prosecutor's Office, the judge will appoint defender to the alleged incapable; in the remaining cases the Public Prosecutor's Office will be the defender.

Art. 1,771. Before pronounting itself about the interdiction, the judge, assisted by experts, will personally examine the clay of disability.

Art. 1,772. Pronounced the interdiction of the people to which the incisos III and IV of the art are referred to. 1,767, the judge will sign, according to the state or the mental development of the interdict, the limits of the curatella, which will be able to circumscribe the constant constraints of the art. 1,782.

Art. 1,773. The sentence that declares the interdiction produces effects since soon, although subject to appeal.

Art. 1,774. They apply to the curate the arrangements concerned with the tutelage, with the modifications of the following articles.

Art. 1,775. The spouse or companion, not separated judicially or in fact, is, of law, curator of the other, when interdict.

§ 1º In the lack of the spouse or companion, it is legitimate curator the father or mother; in the lack of these, the descendant who prove to be more apt.

§ 2º Among the descendants, the closest ones precede to the most remote.

§ 3º In the lack of the people mentioned in this article, it is incumbent upon the judge to choose the curator.

Art. 1,776. With a means of recovering the interdict, the curator will promote him the treatment in appropriate establishment.

Art. 1,777. The intersaid referred to the incisos I, III and IV of the art. 1,767 will be collected in proper establishments, when they do not adapt to the domestic convivial.

Art. 1,778. The authority of the curator extends to the person and the goods of the children of the curator, observed the art. 5º.

Section II

From the Curatela of the Nascituro and the Enfermo or Physical Disability Holder

Art. 1,779. It will give curator to the unborn child, if the father fails to be pregnant with the woman, and not having the family power.

Single paragraph. If the woman is interspoken, her curator will be that of the unborn child.

Art. 1,780. The application of the inpatient or holder of physical disability, or, in the impossibility to do so, of any of the persons referred to in art. 1,768, will give you curator to take care of all or some of your business or goods.

Section III

From the Curatela's exercise

Art. 1,781. The rules regarding the exercise of the tutelage apply to that of the curate, with the restriction of the art. 1,772 and the ones of this Section.

Art. 1,782. The interdiction of the prodigal will only deprive him of, without curator, lending, transigir, discharge, divestment, foreclosure, demeaning or being demanded, and practice, in general, acts that are not of mere administration.

Art. 1,783. When the curator is the spouse and the marriage goods regime is of universal communion, it shall not be obliged to the provision of the accounts, unless judicial determination.

BOOK V

From the Law of the Successions

TITLE I

From the Sucession in General

CHAPTER I

General Provisions

Art. 1,784. Open to succession, the inheritance has since soon imparted to the rightful and testamentary heirlooms.

Art. 1,785. The succession opens in the place of the last domicile of the deceased.

Art. 1,786. The succession gives itself either by law or by last-minute willingness.

Art. 1,787. It regulates the succession and legitimation to succeed the law beholden to the time of the opening of that.

Art. 1,788. Dying the person without a will, transmits the inheritance to the rightful heirs; the same will occur as to the goods that are not understood in the will; and there remains the legitimate succession if the will lapse, or is to be judged null.

Art. 1,789. If there are necessary heirs, the testator will only be able to have half of the inheritance.

Art. 1,790. The companion or the companion will participate in the succession of the other, as to the goods purchased onerously in the duration of the stable union, in the following conditions:

I-if you run with common children, you will be entitled to a quota equivalent to that which by law is assigned to the child;

II-if running with descendants of the author of the inheritance alone, will touch him half of what couber to each of those;

III-if running with others successfull relatives, will be entitled to one-third of the inheritance;

IV-not having successfull relatives, will be entitled to the entirety of the inheritance.

CHAPTER II

From the Heritage and its Administration

Art. 1,791. The inheritance defy itself as a whole unitary, yet several are the heirs.

Single paragraph. Even the sharing, the right of the co-heirs, as to the ownership and possession of the inheritance, will be indivisible, and will regulate itself by the norms relating to the condominion.

Art. 1,792. The heir does not answer for burdens in excess of the forces of inheritance; it is entrusted to him, however, to prove the excess, unless there is inventory that enslaves it, demostrating the value of the inherited goods.

Art. 1,793. The right to open succession, as well as the quinlion that possesses the co-heir, may be the object of assignment by public deed.

§ 1º The rights, conferred on the heir in replacement or right of law of add, presumed not covered by the assignment made previously.

§ 2º It is ineffective the assignment, by the co-heir, of his hereditary right on any good of inheritance considered singularly.

§ 3º Ineffective is the provision, without prior authorization of the judge of the succession, by any heir, of good component of the hereditary acquis, pending indivisibility.

Art. 1,794. The co-heir will not be able to cede his hereditary quota to the strange person to the succession, if another co-heir wants it, both for so much.

Art. 1,795. The co-heir, to whom he does not become aware of the assignment, can, deposit the price, be for himself the quota yielded the stranger, if he requires it until one hundred and eighty days after the transmission.

Single paragraph. Being several co-heirs to exercise the preference, among them will distribute themselves the ceded quinlion, in the proportion of their respective hereditary quotas.

Art. 1,796. Within thirty days, from the opening of the succession, an inventory of the hereditary patrimony will be established, in the face of the competent judgment in place of the succession, for the purposes of settlement and, when the case is the case, of sharing of inheritance.

Art. 1,797. Up to the inventor's commitment, the administration of inheritance will, successively:

I-to the spouse or fellow, if with the other coned to the time of the opening of the succession;

II-to the heir who is in the possession and administration of the goods, and, if there is more than one in those conditions, to the oldest;

III-to the testamenter;

IV-the person of trust of the judge, in the absence or escuses of the nominees in the incisive antecedents, or when they have to be turned away by serious reason brought to the notice of the judge.

CHAPTER III

From Hereditary Vocation

Art. 1,798. They are legitimised to succeed the people born or already conceived at the time of the opening of the succession.

Art. 1,799. In the testamentary succession they may still be called to succeed:

I-the children, not yet conceived, of persons indicated by the testator, as long as they live these by opening up the succession;

II-the people legal;

III-the legal persons, whose organization is determined by the testator in the form of foundation.

Art. 1,800. In the case of the inciso I of the antecedent article, the estate of the inheritance will be entrusted, after the liquidation or sharing, the curator appointed by the judge.

§ 1º Unless the testamentary disposition to the contrary, the curate will fit the person whose son the testator hoped to have by heir, and successively to the persons indicated in the art. 1,775.

§ 2º The powers, duties and responsibilities of the curator, thus appointed, shall be governed by the provisions concernable to the curatella of the incapable, in what couber.

§ 3º Nascendo with life the heir expected, it will be deathed to succession, with the fruits and yields relative to the cue, from the death of the testator.

§ 4º Se, decorated two years after the opening of the succession, is not designed the expected heir, the goods reserved, unless otherwise provided by the testator, will be fit to the legitimate heirs.

Art. 1,801. They may not be appointed heirlooms nor lessees:

I-the person who, the rogo, wrote the will, nor his or her spouse or fellow, or their ancestry and siblings;

II-the witnesses of the testament;

III-the concubine of the married testator, save if this one, without fault of his own, is separated from the spouse's fact more than five years ago;

IV-the notary, civil or military, or the commander or clerk, in the face of who if they do, as well as what they do or approve the will.

Art. 1,802. They are null and void the testamentary provisions in favor of unlegitimized persons to succeed, still when simulated in the form of onerous contract, or made upon interposed person.

Single paragraph. People are presumed to be interested in the ascendants, the descendants, the siblings and the spouse or fellow of the unlegitimized succeeding.

Art. 1,803. It is lawful to leave it to the concubine's son, when also the one of the testator.

CHAPTER IV

From the Acceptance and the Renpronunciation of the Heritage

Art. 1,804. It accepts the inheritance, it becomes definitive its transmission to the heir, from the opening of the succession.

Single paragraph. The transmission has been for unchecked when the heir renounces the inheritance.

Art. 1,805. The acceptance of inheritance, when expressed, is made by written statement; when tacit, there is to result-only from acts of the quality of the heir.

§ 1º Do not express acceptance of inheritance the officious acts, such as the funeral of the finery, the merely conservatories, or those of administration and provisional guard.

§ 2º It does not matter equally acceptance of the free, pure and simple assignment of inheritance, to the remaining co-heirs.

Art. 1,806. The renunciation of inheritance must appear expressly of public instrument or judicial term.

Art. 1,807. The person concerned in which the heir declares whether or not to accept the inheritance, can, twenty days after open the succession, apply for the reasonable, not greater than thirty-day, judge to, in it, to pronounce the heir, under penalty of whether there is inheritance by accepted.

Art. 1,808. One cannot accept or renounce the inheritance in part, under condition or the term.

§ 1º The heir, to whom if they test legacies, can accept them, renouncing the inheritance; or, accepting it, repudiating them.

§ 2º The heir, called, in the same succession, to more than one hereditary quinlion, under diverse inheritance titles, can freely deliberate as to the quintuses it accepts and the ones it renounces.

Art. 1,809. Lacking the heir before he declares whether he accepts the inheritance, the power to accept passes him on to the heirs, unless it is to be the adstrite vocation to a suspensive condition, not yet verified.

Single paragraph. Those called upon the succession of the deceased heir before acceptance, as long as they agree to receive the second inheritance, will be able to accept or renounce the former.

Art. 1,810. In the legitimate succession, the part of the renunciant adds to that of the other heirs of the same class and, being he the only one of this, returns to those of the subsequent one.

Art. 1,811. No one can succeed, representing resigning heir. If, however, he is the only legitimate one in his class, or if all others of the same class renounce inheritance, they will be able to come to the succession, in their own right, and by head.

Art. 1,812. They are irrevocable the acts of acceptance or renunciation of inheritance.

Art. 1,813. When the heir impairing its creditors, renouncing the inheritance, they will be able to, with permission of the judge, accept it in the name of the renounder.

§ 1º The habilitation of the creditors will take place within thirty days of the knowledge of the fact.

§ 2º Pages the debts of the renunciant, prevails the waiver as to the remnant, which will be returned to the remaining heirs.

CHAPTER V

Of The Excluded of the Sucession

Art. 1,814. They are excluded from the succession the heirs or legants:

I-who housemates were authors, co-authors or partymen of felony murder, or attempt this, against the person of whose succession to treat themselves, their spouse, mate, ascending or descended;

II-who housemate accused caluniously in judgment the author of the inheritance or incur a crime against his honour, or of his spouse or fellow;

III-who, by violence or fraudulent means, inhibit or obstark the author of the inheritance to freely dispose of his goods by act of last will.

Art. 1,815. The exclusion of the heir or the legatory, in any of these cases of indignity, shall be declared by sentence.

Single paragraph. The right to demoed the exclusion of the heir or legatory extinguished in four years, counted from the opening of the succession.

Art. 1,816. They are personal the effects of exclusion; the descendants of the excluded heir succeed, as if he was killed before the opening of the succession.

Single paragraph. The excluded from the succession shall not be entitled to the usufruct or administration of the goods that their successors have coured in the inheritance, nor to the eventual succession of those goods.

Art. 1,817. Are valid the onerous disposals of hereditary goods to third parties in good faith, and the acts of administration lawfully practiced by the heir, before the sentence of exclusion; but to the heirs subsist, when impaired, the right to demand him loss and damage.

Single paragraph. The excluded from the succession is bound to restitute the fruits and income that of the estate of the inheritance there is perceived, but it is entitled to be indemnified from the expenditure on their conservation.

Art. 1,818. The one who has incurred acts determining the exclusion of inheritance will be admitted to succeeding, if the offending has expressly rehabilitated him in will, or in another authentic act.

Single paragraph. There is no express rehabilitation, the undignified, contemplated in testament of the offender, when the testator, when testing, already knew the cause of indignity, can succeed in the limit of the testamentary disposition.

CHAPTER VI

Of The Jacent Heritage

Art. 1,819. By departing someone without leaving will nor legitimate heir notoriously known, the estate of the inheritance, after raised, will stay under the guard and administration of a curator, until his delivery to the duly authorized successor or to the declaration of your vacancy.

Art. 1,820. Practiced the fundraising and ultimatum the inventory, will be expedited edited in the form of the procedural law, and, elapsed one year of its first publication, without there being empowered heir, or penda habilitation, will be the declared inheritance vacant.

Art. 1,821. It is assured of creditors the right to ask for the payment of the recognized debts, in the limits of the forces of inheritance.

Art. 1,822. The declaration of vacancy of the inheritance will not harm the heirs who lawfully enable themselves; but, after five years of the opening of the succession, the goods raised will pass to the domain of the Municipality or the Federal District, if located in the respective constituencies, incorporating into the field of the Union when located in federal territory.

Single paragraph. By not enabling up to the declaration of vacancy, the collateral will be excluded from the succession.

Art. 1,823. When all the so-called succeed renounders renounce the inheritance, it will be this one since soon declared vacant.

CHAPTER VII

From the inheritance petition

Art. 1,824. The heir may, in action of inheritance petition, demeigorate the recognition of his inheritance law, to obtain restitution of the inheritance, or part of it, against whom, in the quality of heir, or even untitled, the posits.

Art. 1,825. The action of inheritance petition, yet exercised by one of the heirs, will be able to understand all the hereditary goods.

Art. 1,826. The possessor of the inheritance is obliged to the restitution of the assets of the acquis, setting him the responsibility according to his possession, noted the provisions of the arts. 1,214 a 1,222.

Single Paragraph. From the citation, the responsibility of the possessor if there is to be afer by the rules concerningthe possession of bad faith and the mora.

Art. 1,827. The heir may demolish the assets of the inheritance, even in power of third parties, without prejudice to the responsibility of the possessor originating in the value of the disposed goods.

Single paragraph. They are effective the divestments made, by onerous title, by the heir apparent to third in good faith.

Art. 1,828. The heir apparent, who in good faith there is paid a legacy, is not obliged to provide the equivalent of the true successor, restful to this the right to proceed against who received it.

TITLE II

From the Legitimate Succession

CHAPTER I

From the Order of Hereditary Vocation

Art. 1,829. The legitimate succession defers in the following order:

I-to the descendants, in competition with the surviving spouse, save if married to the deceased in the regime of universal communion, or in the of the compulsory separation of goods (art. 1,640, single paragraph); or if, in the regime of the partial communion, the author of the inheritance is not left private goods;

II-to the ascendants, in competition with the spouse;

III-to the spouse survivor;

IV-to the collateral.

Art. 1,830. It is only recognized right inheritance to the surviving spouse if, at the time of the other's death, they were not either judicially separated, nor separated in fact more than two years ago, save proof, in this case, that such coexistence had become impossible no fault of the survivor.

Art. 1,831. To the surviving spouse, whatever the regime of goods, will be secured, without prejudice to the participation that falls to him in inheritance, the real right of housing in respect of the immovable intended for the residence of the family, provided that it is the only one of that nature to inventariate.

Art. 1,832. In competition with the descendants (art. 1,829, inciso I) will fit the spouse quinlion equal to those who succeed per head, and their quota may not be lower than the fourth part of the inheritance, if it is ascending from the heirs with which to run.

Art. 1,833. Among the descendants, those in the nearest grade exclude the most remote, save the right of representation.

Art. 1,834. The descendants of the same class have the same rights to the succession of their ascendants.

Art. 1,835. On the descending line, the children succeed by head, and the other descendants, per head or by strain, as they find themselves or not to the same degree.

Art. 1,836. In the absence of descendants, they are called to the succession the ascendants, in competition with the surviving spouse.

§ 1º In the class of the ascendants, the closest degree excludes the most remote, without distinction of lines.

§ 2º Havendo equality in degree and online diversity, the ascenders of the paternal line inherit the half, by cabling the other to those of the maternal line.

Art. 1,837. Concurring with upward in the first degree, the spouse will touch a third of the inheritance; it will fit half of this if there is one rising only, or if greater is that degree.

Art. 1,838. In lack of descendants and ancestry, they will be dewound the succession by whole to the surviving spouse.

Art. 1,839. If there is no surviving spouse, under the conditions set out in art. 1,830, will be called on to succeed the collateral to the fourth degree.

Art. 1,840. In the class of the collateral, the closest ones exclude the most remote ones, save the right of representation granted to the children of siblings.

Art. 1,841. Concurring to the inheritance of the late bilateral brothers with one-sided siblings, each of these will inherit half of what each of those inherits.

Art. 1,842. Not concurring to the bilateral brother heritage, they will inherit, in equal parts, the unilateral.

Art. 1,843. In the lack of siblings, they will inherit the children from these and, not the cases going on, the uncles.

§ 1º If they compete for the inheritance only sons of deceased siblings, they will inherit by head.

§ 2º If they compete children of siblings bilateral with children of one-sided siblings, each of these will inherit half of what inherit each of those.

§ 3º If all are sons of bilateral brothers, or all of unilateral siblings, they will inherit by equal.

Art. 1,844. Not surviving spouse, or companion, or relative any successors, or having them renounced inheritance, this one returns to the Municipality or the Federal District, if located in the respective constituencies, or to the Union, when situated in territory federal.

CHAPTER II

Of The Herdeiros Needed

Art. 1,845. They are required heirs of the descendants, the ascendants and the spouse.

Art. 1,846. It belongs to the necessary heirs, in full right, to half the assets of the inheritance, constituting the legitimate one.

Art. 1,847. It calculates the legitimate about the value of the existing goods in the opening of the succession, abated by the debts and expenses of the funeral, then adding the value of the subject goods to collation.

Art. 1,848. Unless there is a fair cause, stated in the will, it cannot the testator establish inalienability clause, impending, and incommunicability, on the assets of the legitimate.

§ 1º is not allowed to the testator to establish the conversion of the assets of the legitimate in others of a diverse species.

§ 2º Mediating judicial authorization and if there is fair cause, the engraved goods may be disposed of, converting the product into other goods, which will stay surrogates in the onus of the first.

Art. 1,849. The necessary heir, to whom the testator leaves his or her available part, or some legacy, will not lose the right to legitimate.

Art. 1,850. To exclude from the succession the collateral heirs, suffice the testator to possess his or her patrimony without contemplating them.

CHAPTER III

From the Right of Representation

Art. 1.851. It is given the right of representation, when the law calls out certain relatives of the deceased to succeed in all rights, in which he would succeed, if alive were.

Art. 1,852. The right of representation gives itself on the top-down line, but never in the ascendant.

Art. 1,853. On the cross-sectional line, only if it gives the right of representation in favor of the children of brothers of the deceased, when with siblings of this running.

Art. 1,854. The representatives can only inherit, as such, what would inherit the represented, if alive were it.

Art. 1,855. The quinlion of the represented shall be by equal among the representatives.

Art. 1,856. The renunciation of one's inheritance will be able to represent it in the succession of another.

TITCHAPTER III

OF THE TESTAMENTARY SUCCESSION

CHAPTER I

OF THE TESTAMENT IN GENERAL

Art. 1,857. Every capable person may dispose, by will, of the totality of their assets, or part of them, to after his death.

§ 1º The rightful of the necessary heirs may not be included in the will.

§ 2º Are valid the testamentary provisions of non-patrimonial character, yet the testator only to them has limited.

Art. 1,858. The will is act personalsimo, and it may be changed at any time.

Art. 1,859. Extinguish yourself in five years the right to challenge the validity of the will, counted the time frame of the date of your registration.

CHAPTER II

From the Capacity of Testing

Art. 1,860. In addition to the unable, they cannot test those who, in the act of doing so, do not have full discernment.

Single paragraph. They can test the largest of sixteen years.

Art. 1,861. The supervenient inability of the testator does not invalidate the will, nor the testament of the incapable one if it is worth the supervenience of the capacity.

CHAPTER III

Of the ordinary forms of the will

Section I

General Provisions

Art. 1,862. They are ordinary testaments:

I-the public;

II-the cerrado;

III-the particular.

Art. 1,863. It is forbidden the conjunctive testament, whether simultaneous, reciprocal, or correspective.

Section II

From the Public Testament

Art. 1,864. They are essential requirements of the public will:

I-be written by notary or by your legal substitute in your notebook, according to the testator's statements, and this may serve as a minuta, notes, or apartments;

II-washed the instrument, be read aloud by the notary to the testator and to two witnesses, at one time; or by the testator, if he or she wants it, in the presence of these and the officer;

III-ser the instrument, then reading, signed by the testator, by the witnesses and by the notary.

Single paragraph. The public testament can be written either manually or mechanically, as well as being done by inserting the declaration of will into printed parts of notebook, provided that it initiates all pages by the testator, if more than one.

Art. 1,865. If the testator does not know, or is unable to sign, the notary or his legal substitute thus declares him, signing, in this case, by the testator, and, to his rogo, one of the instrumentallywitnesses.

Art. 1,866. The entirely deaf individual, knowing to read, will read your will, and, if you do not know it, will assign you who read it in its place, present the witnesses.

Art. 1,867. To the blind only if it allows the public will, which will be read to you, aloud, twice, one by the notary or by its legal substitute, and the other by one of the witnesses, designated by the testator, making himself out of all the circumstantial mention in the testament.

Section III

of the Cerrado Testament

Art. 1,868. The testament written by the testator, or by another person, to his rogo, and by that signed, will be valid if approved by the notary or his legal substitute, observed the following formalities:

I-that the testator handed him over to the tabelion in presence of two witnesses;

II-that the testator declares that that is his will and wants it to be approved;

III-that the tabelion lavre, since soon, the self of approval, in the presence of two witnesses, and then read it, then to the tester and witnesses;

IV-that the self of approval is signed by the notary, the witnesses and the testator.

Single paragraph. The cerrado will can be written mechanically, as long as your underwriter numere and authenticate, with your signature, all pageants.

Art. 1,869. The notary must begin the auto of approval immediately after the last word of the testator, stating, under his faith, that the testator has handed him over to be approved in the presence of the witnesses; by passing the deer and coser the approved instrument.

Single paragraph. If there is no space on the last sheet of the will, for the beginning of the approval, the notary will aport in it its public sign, mentioning the circumstance in the auto.

Art. 1,870. If the notary has written the will the rogo of the testator, he may, notwithstanding, approve it.

Art. 1,871. The will can be written in national or foreign language, by the testator himself, or by outrain, to his rogo.

Art. 1,872. You cannot dispose of your goods in cerrado will anyone who does not know or cannot read.

Art. 1,873. It can make testament cerrado the deaf-mute, provided that the whole writes, and the sign of his hand, and that, by handing it over to the public officer, before the two witnesses, write, on the outer face of the paper or the wrap, that that is his will, whose approval asks you.

Art. 1,874. After approved and cerrado, it will be the testament delivered to the testator, and the notary will release, in your book, note of the place, day, month and year in which the will was approved and delivered.

Art. 1,875. Deceased the testator, the testament will be presented to the judge, who will open it and make it register, ordering it to be fulfilled, if it does not find external addiction that makes it eived of nullity or suspected of falsity.

Section IV

From the Particular Testament

Art. 1,876. The particular testament may be written of the fist itself or by mechanical process.

§ 1º If written of the fist itself, are essential requirements to its validity be read and signed by the one who wrote it, in the presence of the less three witnesses, who must subscribe to it.

§ 2º If drawn up by mechanical process, it may not contain any rasuras or blanks, and must be signed by the testator, after having read it in the presence of at least three witnesses, who will subscribe to him.

Art. 1,877. Killed the testator, he will publish in judgement the will, with quotation from the rightful heirs.

Art. 1,878. If the witnesses are contests about the fact of the provision, or at least about their reading before them, and if they recognize the signatures themselves, as well as that of the testator, the testament will be confirmed.

Single paragraph. If witnesses are missing, by death or absence, and if at least one of them acknowledges it, the will can be confirmed, if, at the discretion of the judge, there is sufficient proof of its veracity.

Art. 1,879. In exceptional circumstances stated on the ballot, the particular testament of the fist itself and signed by the testator, without witnesses, can be confirmed, at the discretion of the judge.

Art. 1,880. The particular will can be written in foreign language, provided that the witnesses understand it.

CHAPTER IV

Dos Codicilos

Art. 1,881. Every person capable of testing can, in particular written their, dated and signed, make special arrangements about their burial, about handouts of little riding to certain and certain people, or, indeterminately, to the poor of certain place, as well as legar furniture, clothing or jewellery, of little value, of your personal use.

Art. 1,882. The acts referred to in the antecedent article, save right from third party, will be worth as codicpples, whether or not the author will leave or not the author.

Art. 1,883. By the mode set out in the art. 1,881, they will be able to name or replace testamenteers.

Art. 1,884. The acts provided for in the preceding Articles shall be revoked by equal acts, and consider themselves to be revoked, if, if there is any subsequent will, of any nature, this shall not confirm or modify them.

Art. 1,885. If it is closed the codicyl, it will open in the same way as the cerrado will.

CHAPTER V

Of The Special Testaments

Section I

Provisions General

Art. 1,886. They are special testaments:

I-the maritime;

II-the aeronautics;

III-the military.

Art. 1,887. No other special wills are admitted in addition to those contemplated in this Code.

Section II

From the Maritime Testament and the Aeronautical Testament

Art. 1,888. Whoever is on voyage, on board of national, war or merchant ship, may test before the commander, in presence of two witnesses, by way that corresponds to the public testament or the cerrado.

Single paragraph. The registration of the will will be made in the logbook.

Art. 1,889. Whoever is on trip, on board military or commercial aircraft, may test before person designated by the commander, noted the provisions of the background article.

the background article.

Art. 1,890. The maritime or aeronautical will will be under the guard of the commander, who will hand it over to the administrative authorities of the first port or national airport, against receipt averaged in the logbook.

Art. 1,891. It will lapse the maritime, or aeronautical will, if the testator does not die on the voyage, nor on the nineties subsequent to his landing on land, where he can do, in the ordinary form, another testament.

Art. 1,892. It will not be worth the maritime will, even if done in the course of a journey, if, at the time it did, the ship was in port where the tester could disembark and test in the ordinary form.

Section III

Do Military Testament

Art. 1,893. The testament of the military and too many people the service of the Armed Forces in campaign, within the Country or outside of it, as well as in besieged square, or that is of disrupted communications, could be done, no tabelion or its legal substitute, ante two, or three witnesses, if the tester cannot, or does not know to sign, in which case he / she will sign for him one of them.

§ 1º If the testator belongs to the posted body or body section, the testament will be written by the respective commander, albeit undergraduate or lower rank.

§ 2º If the tester is in treatment in hospital, the will be written by the respective health officer, or the director of the establishment.

§ 3º If the testator is the most senior officer, the testament will be written by the one who replaces it.

Art. 1,894. If the tester knows how to write, he / she will be able to make the will of his fist, provided that the date and sign by extensive, and present it open or cerrado, in the presence of two witnesses to the auditor, or to the rank officer, who will do so at times in this mister.

Single paragraph. The auditor, or the officer to whom the will present himself will notice, in any part of it, place, day, month and year, in which it is presented, note this which shall be signed by him and by the witnesses.

Art. 1,895. It lapses the military testament, provided that, after it, the testator is, ninety days straight, in place where he can test in the ordinary form, unless that will present the prescribed solenities in the single paragraph of the antecedent article.

Art. 1,896. The people assigned in the art. 1,893, being engaged in combat, or injured, can test orally, relying on their last will to two witnesses.

Single paragraph. It will have no effect on the will if the testator does not die in the war or convalesce of the injury.

CHAPTER VI

Of The Testamentary Provisions

Art. 1,897. The appointment of heir, or legatory, can do pure and simply, under condition, for certain purpose or mode, or for certain reason.

Art. 1,898. The designation of the time in which it should begin or cease the right of the heir, save in the fideicomissary provisions, shall have for the time being unwritten.

Art. 1,899. When the testamentary clause is susceptible to different interpretations, it shall prevail to which better ensure the observance of the testator's will.

Art. 1,900. It is void of the provision:

I-that instituts heir or legatory under the captatory condition that this possesses, also by will, for the benefit of the testator, or of third party;

II-that refers to uncertain person, whose identity cannot be ascertained;

III-who favors the uncertain person, by committing the determination of his identity to the third;

IV-who leaves the arbitrio of the heir, or of listen to, set the value of the legacy;

V-which favors the people to which the arts refer. 1,801 and 1,802.

Art. 1,901. It will be worth the provision:

I-in favor of uncertain person who should be determined by third party, among two or more persons referred to by the testator, or belonging to a family, or to a collective body, or to an establishment by it designated;

II-in remuneration for services provided to the testator, on the occasion of the molecule of which he passed away, yet stay to the arbitrio of the heir or of others to determine the value of the legacy.

Art. 1,902. The general provision in favour of the poor, private establishments of charity, or those of public assistance, shall be understood to be concerning the poor of the place of the domicile of the testator to the time of his death, or of the establishments there are, unless manifestly appear that it had in mind to benefit those from another locality.

Single paragraph. In the cases of this article, private institutions will always prefer to the public.

Art. 1,903. The error in the designation of the person of the heir, the lessee, or the legged thing anulates the disposition, unless, by the context of the will, by other documents, or by unambiguous facts, if it can identify the person or thing to which the testator wanted referring.

Art. 1,904. If the will appoint two or more heirs, without discriminating on the part of each, it shall be shared by equals, among all, the available portion of the testator.

Art. 1,905. If the testator nominates certain heirs individually and others collectively, the inheritance will be divided into as many quotas as the individuals and the designated groups.

Art. 1,906. If they are determined the quotas of each heir, and they do not absorb the entire inheritance, the remainder will belong to the rightful heirs, according to the order of the hereditary vocation.

Art. 1,907. If they are determined the fortyards of ones and not those of other heirs, they will distribute themselves by equal to the latter what restar, after complete the hereditary portions of the former.

Art. 1,908. Availing the testator who does not fall to the heir instituted right and determined object, among those of the inheritance, will touch him to the rightful heirs.

Art. 1,909. They are nullified the inked testamentary provisions of error, dolo or coating.

Single paragraph. It extinguishes in four years the right to cancel the provision, counted from when the person concerned is aware of the addiction.

Art. 1,910. The ineffectiveness of a testamentary disposition matters to those of others who, without that, would not have been determined by the testator.

Art. 1,911. The inalienability clause, imposed on the goods by act of liberality, implies impending and incommunicability.

Single paragraph. In the case of misappropriation of clausulated goods, or of its disposal, by economic convenience of the donator or the heir, upon judicial authorization, the proceeds of the sale will convert into other goods, on which the restrictions placed on the to the first.

CHAPTER VII

Of The Legacies

Section I

General Provisions

Art. 1,912. It is ineffective the legacy of the right thing that does not belong to the testator at the time of the opening of the succession.

Art. 1,913. If the testator orders that the heir or legant to deliver thing from his property to others, not fulfilling it, he will understand that he has renounced inheritance or legacy.

Art. 1,914. If it is-only in part the legged thing belongs to the testator, or, in the case of the antecedent article, the heir or the lessee, just how much to that part will be worth the legacy.

Art. 1,915. If the legacy is of thing that is determined by the genre, it will be the same fulfilled, even though such a thing does not exist among the goods left by the testator.

Art. 1,916. If the testator bequees thing her, singularizing her, will only have efficacy the legacy if, at the time of her demise, she thought herself among the assets of the inheritance; if the legacy thing existed between the testator's assets, but in lower quantity than that of the legacy, this will be effective only as to the existing one.

Art. 1,917. The legacy of thing that should find itself in a given place will only be effective if it is found, save if it removed itself by transient title.

Art. 1,918. The legacy of credit, or debt discharge, will be effective only up to the importance of this, or that, to the time of the death of the testator.

§ 1º Cumpre the legacy, handing the heir to the legatory the respective title.

§ 2º This legacy does not understand the debts subsequent to the date of the will.

Art. 1,919. By not expressly stating the testator, it will not be reputed to be compensated for his debt the legacy he makes to the creditor.

Single paragraph. It will fully subsist the legacy, if the debt was later on, and the testator unlewed it before he died.

Art. 1,920. The legacy of food covers livelihood, healing, clothing and home, as long as the tenant is living, in addition to education, if he is a minor.

Art. 1,921. The legacy of enjoyment, with no fixation of time, is understood to be left to the legatory for his entire life.

Art. 1,922. If the one who legates an immovable knits him after new acquisitions, these, albeit contiguous, do not understand themselves in the legacy, unless it expresses statement to the contrary of the testator.

Single paragraph. It does not apply the willing in this article to the necessary, useful or voluptuary benfeasures made in the legacy building.

Section II

Of The Effects of the Legacy and its Payment

Art. 1.923. Since the opening of the succession, it belongs to the tenant the right thing, existing in the acquis, save if the legacy is under suspensive condition.

§ 1º Do not immediately defend the possession of the thing, nor in it can the tenant enter by own authority.

§ 2º The legacy of certain existing in inheritance also transfers to the lessee the fruits it produces, from the death of the testator, except if dependent on suspensive, or initial term, condition.

Art. 1,924. The right to ask for the legacy will not exercise, while litigating on the validity of the will, and, on conditional legacies, or by the deadline, while being pending the condition or the deadline does not win.

Art. 1,925. The legacy in cash only wins interest from the day on which to constitute the person obligated to pay it.

Art. 1,926. If the legacy consists of lifetime income or periodic pension, this or that one will run from the death of the testator.

Art. 1,927. If the legacy is of certain quantities, in periodic instalments, it will date from the death of the testator the first period, and the lessee shall be entitled to each benefit, once each of the successive periods shall be enacted, even if it comes to be deceased before the term of it.

Art. 1,928. By being periodic the benefits, only at the end of each period will they be able to require.

Single paragraph. If the benefits are left to be food, you will pay yourself at the beginning of each period, whenever something else has not been willing the tester.

Art. 1,929. If the legacy consists of thing determined by the genre, the heir will play to choose it, guarding the middle ground between the congenneries of the best and worst quality.

Art. 1,930. The established in the antecedent article will be observed, when the choice is left to third party arbitrio; and, if the latter does not want it or not to exercise it, the judge will compete to make it, guarded the provisions of the last part of the antecedent article.

Art. 1,931. If the option was left to the legatory, this one will be able to choose, of the given gender, the best thing that there is in the inheritance; and, if in this no such thing exists, it will give it another congenre the heir, observed the disposition in the last part of the art. 1,929.

Art. 1,932. In the alternative legacy, it is presumed to be left to the heir the option.

Art. 1,933. If the heir or the tenant to whom couber the option fails before exercising it, he / she will pass this power to his heirs.

Art. 1,934. In the silence of the will, the fulfillment of the legacies lies with the heirs and, not the case, the legants, in the proportion of what they have inherited.

Single paragraph. The burden set forth in this article, where there is no testament provision to the contrary, will fit the heir or tenant entrusted by the testator of the execution of the legacy; when nominees more than one, the burdensome will divide among themselves the burden, on the proportion of the that they receive from the inheritance.

Art. 1,935. If any legacy consists of thing belonging to the heir or the legatory (art. 1,913), it shall only be incumbent upon him to comply with him, with a return against the co-heirs, by the quota of each, unless otherwise expressly disposed the testator.

Art. 1,936. The expenses and risks of the delivery of the legacy run into the tenant's account, if it does not divert the testator amusement.

Art. 1,937. The legged thing will deliver, with its accessories, in the place and state in which it was thought to be bankrupt the tester, passing the legatory with all the burdens that would burden it.

Art. 1,938. In the legacies with charge, it applies to the legatory to the provisions of this Code as to the donations of equal nature.

Section III

From the Caducity of Legacies

Art. 1,939. It will lapse the legacy:

I-if, after the will, the testator modify the legged thing, to the point of no longer having the form nor fit the denomination it possessed;

II-if the testator, by any title, divest in whole or in part the legged thing; in that case it will lapse as far as it has ceased to belong to the testator;

III-if the thing perish or is evicted, alive or dead the testator, without fault of the heir or legatory entrusted with the your compliance;

IV-if the legator is excluded from the succession, in the terms of the art. 1,815;

V-if the lessee passed away before the tester.

Art. 1,940. If the legacy is of two or more things alternatively, and some of them perish, subsist as to the remaining ones; perishing part of one, it will be worth, as to its remnant, the legacy.

CHAPTER VIII

From the Right of Added between Herdeiros and Legants

Art. 1,941. When several heirs, by the same testamentary disposition, are jointly called upon inheritance in undetermined quinons, and any of them cannot or do not wish to accept it, their share shall be added to that of the co-heirs, save the right of the substitute.

Art. 1,942. The right to add will compete for co-legants, when jointly appointed regarding a single thing, determined and certain, or when the object of the legacy cannot be divided without risk of devaluation.

Art. 1.943. If one of the co-heirs or co-legants, under the conditions of the antecedent article, dies before the testator; if he renounts inheritance or legacy, or of these is excluded, and, if the condition under which he was instituted does not occur, he shall add to his / her quinlion, save the right of the substitute, on the part of the joint co-heirs or co-legants.

Single paragraph. Co-heirs or co-legants, to which they have increased the quinlion of the one who did not want or could not succeed, become subject to the obligations or burdens that would burdening him.

Art. 1,944. When the right to add is not given, it is transmitted to the legitimate heirs the vacant quota of the nominee.

Single paragraph. By not existing the right to add among the co-legants, the quota of what to be lacking adds to the heir or the entrusted legatory to satisfy that legacy, or to all the heirs, in the proportion of their fortnons, whether the legacy has deduced from inheritance.

Art. 1,945. It cannot the beneficiary of the addition repudiate it separately from the inheritance or legacy that kayaks it, unless the addition behavates special charges imposed by the testator; in that case, once repudiated, it reverses the addition to the person in favour of who the charges have been instituted.

Art. 1,946. Legacy one only enjoyment jointly to two or more persons, the part of which is lacking in addition to the co-legants.

Single paragraph. If there is no conjunction between the co-legants, or if, despite sets, it has only been legalized to them certain of the usufruct, they will consolidate on the property the quotas of those who fail, as they are missing.

CHAPTER IX

Of The Substitutions

Section I

Of The Vulgar Replacement and the Reciproca

Art. 1,947. The testator may substitute another person to the heir or the appointed legatory, for the case of one or the other not wanting or not being able to accept the inheritance or the legacy, presuming that the replacement was determined for the two alternatives, albeit the tester only to one refrait.

Art. 1,948. It is also lawful for the tester to replace many people with one alone, or vice versa, and still replace with reciprocity or without it.

Art. 1,949. The substitute becomes subject to the condition or charge imposed on the substituted, when it is not amusing the intention manifested by the testator, or does not result in another thing from the nature of the condition or the charge.

Art. 1,950. If, among many co-heirs or unequal portions of unequal parts, a reciprocal replacement is established, the proportion of the quintons fixed at the first provision will be understood to be held in the second; if, with the other previously named, it is included more some person in the replacement, the vacant quinlion will belong in equal parts to the substitutes.

Section II

From the Fideicomissaria Substitution

Art. 1,951. May the testator institute heirs or legants, establishing that on the occasion of his death, the inheritance or the legacy conveyors to the trustee, solving himself the right of this one, for his death, at certain time or under certain condition, in favor of others, in favor of others that qualifies from fideicomissarium.

Art. 1,952. The fideicomissary replacement only allows itself in favor of those not designed to the time of the death of the tester.

Single paragraph. If, at the time of the death of the testator, there is already born the fideicomissarium, he will acquire this the property of the fideicometed goods, converting into usufruct the fiduciary right.

Art. 1,953. The trustee has the property of inheritance or legacy, but restricted and resolvable.

Single paragraph. The trustee is obliged to carry out the inventory of the engraved goods, and to provide collateral of restitution of them if they require the fideicomissarium.

Art. 1,954. Unless otherwise provided by the testator, if the trustee renounts inheritance or the legacy, he / she defers to the fideicomissarium the power to accept.

Art. 1,955. The fideicomissarium may waive the inheritance or the legacy, and in this case, the fideicomisso lapses, leaving it to be resolvable the property of the trustee, if there is no contrarian disposition of the testator.

Art. 1,956. If the fideicomissarium accepts the inheritance or the legacy, it shall be entitled to the party which, to the trustee, in any time to be increased.

Art. 1,957. By overcoming the succession, the fideicomissarium responds by the burdens of the inheritance that are still remaining.

Art. 1,958. It lapses the fideicomist if the fideicomissarium dies before the trustee, or before realizing the resolute condition of the right of the latter; in that case, the property consolidates in the trustee, pursuant to the art. 1,955.

Art. 1,959. They are void the fideicomments beyond the second degree.

Art. 1,960. The nullity of the illegal replacement is without prejudice to the institution, which will be worth without the resolute burden.

CHAPTER X

From Deerdation

Art. 1,961. The required heirs may be deprived of their rightful, or deserted, in all cases where they can be excluded from the succession.

Art. 1,962. In addition to the causes mentioned in the art. 1,814, authorize the deserdation of the descendants by their ascendants:

I-physical offense;

II-injurria grave;

III-illicit relations with the stepmother or the stepfather;

IV-deamparing of the ascendant in mental alienation or severe infirmity.

Art. 1,963. In addition to the causes listed in the art. 1,814, authorize the deserdation of the ascendants by the descendants:

I-physical offence;

II-injurria grave;

III-illicit relations with the woman or companion of the son or the of the grandchild, or with the husband or companion of the daughter or that of the granddaughter;

IV-deamparo of the son or grandchild with mental impairability or severe illness.

Art. 1,964. Only with express cause statement can the defecation be ordered in testament.

Art. 1,965. To the heir instituted, or to the one whom to the advantage of the defecation, it is incumbent to prove the veracity of the cause alleged by the testator.

Single paragraph. The right to prove the cause of defecation extinguishes itself within four years, from the date of the opening of the will.

CHAPTER XI

From the Reduction of Testamentary Provisions

Art. 1,966. The remainder will belong to the rightful heirs, when the testator is only in part dispend of the hereditary quota available.

Art. 1,967. The provisions that exceed the available part shall be reduced to the limits of it, in accordance with the provisions of the following paragraphs.

§ 1º In checking to exceed the testamentary provisions to the available portion, shall be proportionally reduced the quotas of the heir or the inherited heirs, as far as baste, and, not basing, also the legacies, in the proportion of their value.

§ 2º If the testator, preventing the case, disposes of the whole, preferably, certain heirs and legants, the reduction will be far in the other fortnight or legacies, observing their respect to the order set out in the preceding paragraph.

Art. 1,968. When it consists of divisible building the legacy subject to reduction, it will far be this dividing it proportionally.

§ 1º If the division is not possible, and the excess of the legacy assemble more than a quarter of the value of the building, the legatory will leave whole in inheritance the legacy immovable, staying with the right to ask the heirs the value that couber in the available part; if the excess is not more than a quarter, the heirs will make in cash the legatory, who will stay with the building.

§ 2º If the tenant is at the same time heir required, he / she may integrate his legitimate in the same immovable, from preferencing to others, whenever she and the remaining part of the legacy will absorb him the value.

CHAPTER XII

From Testament's Repeal

Art. 1,969. The will can be revoked by the same way and how it can be done.

Art. 1,970. The revocation of the will may be full or partial.

Single paragraph. If partial, or if the later testament does not contain express revocation clause, the previous one subsists on everything that is not contrary to the later one.

Art. 1,971. The revocation will produce its effects, still when the will, which encloses it, comes to lapse by exclusion, incapacity or resignation of the heir to it appointed; it will not be worth, if the revocatory testament is annulled by omission or infringement of solenities essential or for intrinsic vices.

Art. 1,972. The cerrado testament that the testator opens or dilates, or is open or dilated with his consent, there will be as revoked.

CHAPTER XIII

From the Testament Rompiment

Art. 1,973. Overcoming descendant successor to the testator, who did not or did not know him when he tested, breaks up the will in all its provisions, if that descendant survives the testator.

Art. 1,974. It breaks out also the will made in the ignorance of there being other necessary heirs.

Art. 1,975. Do not rupt the will, if the testator disposes of his half, not contemplating the necessary heirs of whose existence he or she knows, or when excluded from that part.

CHAPTER XIV

Do Testamenter

Art. 1,976. The testator may appoint one or more test-takers, sets or separate, to give him compliance with the provisions of last will.

Art. 1,977. The testator may grant the testamenter the possession and administration of the inheritance, or part of it, there is no spouse or heirs required.

Single Paragraph. Any heir may apply for immediate sharing, or return of inheritance, enabling the testamenter with the means necessary for the fulfillment of the legacies, or by giving surety to presage them.

Art. 1,978. Having the testamenter the possession and administration of the goods, it shall be entrusted to him to apply for inventory and comply with the will.

Art. 1,979. The appointed testamenter, or any interested party, may apply, just as the judge may order, from offending, to the holder of the will, who takes him on record.

Art. 1,980. The testamenter is obliged to comply with the testamentary provisions, within the time marked by the testator, and to give accounts of what he has received and expended, remaining his responsibility while last the execution of the will.

Art. 1,981. It is incumbent upon the testamenter, with or without the contest of the inventor and the instituted heirs, to defend the validity of the will.

Art. 1,982. In addition to the assignments exarred in the background articles, you will have the testamenter those who will give you the tester, in the limits of the law.

Art. 1,983. By not granting the longer term tester, I will comply with the testamenter the will and will provide bills in one hundred and eighty days, counted from the acceptance of the testamentary.

Single paragraph. It may this deadline be extended if there is sufficient reason.

Art. 1,984. In the lack of testamenter appointed by the testator, the testamentary execution competes in one of the spouses, and, in lack of these, to the heir appointed by the judge.

Art. 1,985. The burden of the testamentary does not pass on to the heirs of the testamenter, nor is it delegatable; but the testamenter can make himself / herself represent in judgment and outside of it, upon mandatary with special powers.

Art. 1,986. While at the same time there is more than one tester, who has accepted the post, may each exercise it, in lack of the others; but all are severally obliged to give account of the goods entrusted to them, save if they each have, by the testament, distinct functions, and to them to limit themselves.

Art. 1,987. Unless the testament provision otherwise, the testamenter, who is not heir or a legatory, shall be entitled to an award, which, if the testator has not fixed it, shall be one to five percent, arbitrated by the judge, on net inheritance, as per importance of it and greater or lesser difficulty in the execution of the will.

Single paragraph. The arbitrated award will be paid to the account of the available party, when there is heir required.

Art. 1,988. The heir or the appointed testamenter will be able to prefer the award to inheritance or legacy.

Art. 1,989. It will revert to the inheritance the prize that the testamenter loses, by being removed or for not having fulfilled the will.

Art. 1,990. If the testator has distributed all inheritance in legacies, it will exercise the testamenter the functions of inventor.

Title IV

From Inventory and Sharing

CHAPTER I

From Inventory

Art. 1,991. Since the signing of the commitment until the homologation of the sharing, the administration of the inheritance will be exercised by the inventor.

CHAPTER II

Dos Sonegades

Art.1,992. The heir who probes assets of the inheritance, does not describe them in the inventory when they are in their power, or, with their knowledge, in that of outrain, or that omit them in the collation, to which they should take them, or that cease to refund them, will lose the right that about them fit you.

Art. 1,993. In addition to the cominate penalty in the antecedent article, if the evader is the inventor himself, he will remove himself, in proving himself to evading, or denying him the existence of the goods, when indicated.

Art.1,994. The penalty of evaders can only apply for and impose in action moved by the heirs or by the creditors of the inheritance.

Single paragraph. The sentence that utters in the action of sonegates, moved by any of the heirs or creditors, takes advantage of the others interested.

Art. 1,995. If they do not restitute the evened goods, for no longer having the evader in their power, it will pay him the importance of the values it concealed, plus the losses and damage.

Art. 1,996. One can only argüir de sonegation the inventariant after closed the description of the goods, with the declaration, by him made, of no other by inventorying and leaving, as well as argüir the heir, after declaring himself in the inventory that not the has.

CHAPTER III

From the Payment of Debts

Art. 1,997. The inheritance accounts for the payment of the debts of the deceased; but, made the sharing, they only respond to the heirs, each in proportion to the part that in the inheritance coured him.

§ 1º When, before sharing, it is required in the inventory the payment of constant debt of documents, coated with legal formalities, constituting proof enough of the obligation, and there is challenge, which does not merge into the payment allegation, accompanied by valuable proof, the judge will send reserve, in power of the inventariant, sufficient goods for solution of the debit, upon which it will timely decline the execution.

§ 2º In the case provided for in the preceding paragraph, the creditor will be obliged to initiate the action of collection within thirty days, under penalty of becoming of no effect the providence indicated.

Art. 1,998. Funeral expenses, whether or not there are legitimate heirlooms, will come out of the heap of inheritance; but those of undervotes by the soul of the deceased will only force inheritance when ordered in will or codicyl.

Art. 1,999. Whenever there is regressive action from one another against other heirs, the part of the insolvent co-heir will divide in proportion among the rest.

Art. 2,000. The inheritarians and creditors of the inheritance may require that of the deceased's estate to discriminate against that of the heir, and, in tender with the creditors of this, will be preferred in payment.

Art. 2,001. If the heir is debtor to the estate, his debt shall be shared equally among all, unless the majority consent to the debit being charged entirely in the debtor's fortnight.

CHAPTER IV

Da Collation

Art. 2,002. The descendants who compete for the succession of the common ascendant are obliged, to match the legitimate ones, to confer the value of the donations that he in life have received, under penalty of evegation.

Single paragraph. For the calculation of the legitimate, the value of the conferred goods will be computed in the unavailable part, without increasing the available.

Art. 2,003. The collation has finally to match, in the proportion established in this Code, the legitimate of the descendants and the surviving spouse, also obliging the donators who, at the time of the donor's demise, no longer possess the donated goods.

Paragraph single. If, computed the values of the donations made in advance of legitimate, there is no in the acquis sufficient goods to match the legitimate ones of the descendants and the spouse, the assets thus donated will be conferred in kind, or, when they no longer possess the donator, for its value in the time of liberality.

Art. 2,004. The value of collation of the donated goods will be the one, certain or estimative, that ascribe to them the act of liberality.

§ 1º If the act of donation does not appear in certain value, nor is there estimation made at that time, the goods will be conferred on the sharing by what then to calculate themselves were worth the time of liberality.

§ 2º Only the value of the donated goods will enter into collation; not so that of the increased benfeasies, which will belong to the inheritor heir, running also on the account of this income or profits, as well as the damage and loss they suffer.

Art. 2,005. They are waived from the collation the donations that the donor determines to leave from the available part, provided that they do not exceed it, computed their value at the time of the donation.

Single paragraph. It is presumed to be imputed in the available part the liberality made of the descendant that, at the time of the act, would not be called to the succession in the quality of heir necessary.

Art. 2,006. The dispensation of the collation can be hedged by the donor at will, or in the title of liberality itself.

Art. 2,007. They are subject to the reduction of donations in which excess is ascertained as to what the donor could dispose, at the time of liberality.

§ 1º The excess will be ascertained on the basis of the value that the donated goods had, at the time of the liberality.

§ 2º The reduction of liberality will be far from the restitution to the heap of the excess thus ascertained; restitution will be in kind, or, if no longer exists the good in power of the donator, in cash, according to its value to the time of the opening of the succession, observed, in what are applicable, the rules of this Code on the reduction of the testamentary provisions.

§ 3º Subject to reduction, in the terms of the antecedent paragraph, the part of the donation made to the necessary heirs that exceeds the legitimate and the more the available quota.

§ 4º Being several donations to necessary heirs, made on different dates, will be reduced from the last, up to the elimination of the excess.

Art. 2,008. The one who renounced the inheritance or her was excluded, must nevertheless confer the donations received, to the end of which to exceed what exceeds the available one.

Art. 2,009. When grandchildren, representing their parents, succeed grandparents, they will be required to bring in the collation, yet not the inherited hajam, which the parents would have to confer.

Art. 2,010. They will not come to the collation the ordinary spending of the rising with the descendant, while minor, in their education, studies, livelihood, clothing, treatment in the infirmities, tresoval, as well as the expenses of marriage, or those made in the interest of their defence in process-crime.

Art. 2,011. The remunerative donations of services made to the ascendant are also not subject to collation.

Art. 2,012. Being made the donation by both the spouses, in the inventory of each one will confer for half.

CHAPTER V

Da Sharha

Art. 2,013. The heir may always apply for sharing, even if the testator prohibits him, by applying equal faculty to his transferees and creditors.

Art. 2,014. It may the testator indicate the goods and values that must compose the hereditary quinons, acting upon the sharing, which shall prevail, which shall prevail, unless the value of the goods does not correspond to the established quotas.

Art. 2,015. If the heirs are able, they will be able to make amicable sharing, by public scripture, term in the autos of the inventory, or particular written, homologated by the judge.

Art. 2,016. It will always be judicial for sharing, if the heirs have diverged, as well as if any of them are unable.

Art. 2,017. In sharing the goods, they will observe, as to their value, nature and quality, the greatest possible equality.

Art. 2,018. It is valid for sharing done by upward, by act between living or last-willed, provided that it does not prejudice the legitimate of the necessary heirs.

Art. 2,019. The unceable goods of dressage division, which did not fit in the metering of the surviving spouse or in the fortnight of a single heir, will be sold judicially, sharing the established value, unless there is agreement to be awarded to all.

§ 1º Will not make the judicial sale if the surviving spouse or one or more inheritors required to be awarded the good, by reposing to the others, in cash, the difference, after updated evaluation.

§ 2º If the adjudication shall be required by more than one heir, the process of bidding shall be observed.

Art. 2,020. The heirs in possession of the estate of the inheritance, the surviving spouse and the inventor are obliged to bring to the acquis the fruits they have realized, from the opening of the succession; they are entitled to the reimbursement of the necessary and useful expenses they have made, and answer for the damage to which, by dolo or guilt, they gave cause.

Art. 2,021. When part of the inheritance consists of remote goods from the place of inventory, litigation, or of lengthy or difficult liquidation, it will be able to proceed, within the legal period, to the sharing of the others, by reserving those for one or more overshares, under the guard and the administration of the same or diverse inventor, and consent of the majority of the heirs.

Art. 2,022. They become subject to oversharing the sonegated goods and any other assets of the inheritance that one has science after sharing.

CHAPTER VI

From the Assurance of Hereditary Quinlions

Art. 2,023. Judging the sharing, it is the right of each of the inheritors circumscribed to the assets of their fortnight.

Art. 2,024. Co-heirs are reciprocally obliged to indemnify themselves in the case of the evictions of the aquinhoed goods.

Art. 2,025. It shunts the mutual obligation set out in the antecedent article, and there is convention to the contrary, and thus giving itself the eviction by guilt of the evictus, or by fact subsequent to the sharing.

Art. 2,026. The evicto will be indemnified by the co-heirs in the proportion of their hereditary quotas, but, if any of them find themselves insolvent, they will respond the rest in the same proportion, by the portion of that, minus the quota that would match the indentured.

CHAPTER VII

From the Anulation of the Sharing

Art. 2,027. The sharing, once made and judged, is only nullified by the vices and defects that invalidates, in general, the legal business.

Single paragraph. Extinguish in one year the right to cancel the sharing.

SUPPLEMENTARY BOOK

Of The Final and Transitional Provisions

Art. 2,028. It will be those of the previous law the deadlines, when reduced by this Code, and if, on the date of its entry into force, there is already transcurring more than half of the time set forth in the repealed Act.

Art. 2,029. Up to two years after the entry into force of this Code, the deadlines set out in the single paragraph of art. 1,238 and in the single paragraph of the art. 1,242 will be increased from two years, whatever the time transaced in the duration of the previous one, Law No. 3,071, from 1º January 1916.

Art. 2,030. The addition of which deals with the antecedent article, will be done in the cases referred to in § 4º of the art. 1,228.

Art. 2,031. The associations, societies and foundations, constituted in the form of the previous laws, will have the time limit of one year to adapt to the provisions of this Code, as of their duration; equal term is granted to entrepreneurs.

Art. 2,032. The foundations, instituted under the previous legislation, inclusive of the various purposes of those provided for in the single paragraph of art. 62, subordinate, as to their functioning, to the provisions of this Code.

Art. 2,033. Save the provisions of special law, the modifications of the constitutive acts of the legal persons referred to in art. 44, as well as its transformation, incorporation, spinoff or merger, are governed as early as by this Code.

Art. 2,034. The dissolution and liquidation of the legal persons referred to in the preceding article, when initiated before the duration of this Code, shall comply with the provisions of the preceding laws.

Art. 2,035. The validity of the business and other legal acts, constituted prior to the entry into force of this Code, shall comply with the provisions of the preceding laws, referred to in the art. 2,045, but its effects, produced after the duration of this Code, to the precepts of it shall subordinate, unless otherwise provided for by the Parties determined form of execution.

Single paragraph. No convention shall prevail if it contravenes precepts of public order, such as those set forth by this Code to ensure the social function of the property and contracts.

Art. 2,036. The rental of urban building, which is subject to the special law, by this continues to be governed.

Art. 2,037. Unless otherwise stipulated, they apply to entrepreneurs and corporate companies the provisions of law not repealed by this Code, referring to merchants, or commercial companies, as well as to mercantile activities.

Art. 2,038. The constitution of enfiteuses and subenfiteuses is prohibited, subordinating the existing ones, until their extinction, to the provisions of the previous Civil Code, Law No. 3,071, from 1º January 1916, and later laws.

§ 1º In aforements referred to in this article is defenceless:

I-charge laudhemian or analogous provision in the well-aforated transmissions, on the value of constructions or plantations;

II-constitute subenfiteuse.

§ 2º The enfiteuse of the marine terrains and increased regulates by special law.

Art. 2,039. The regime of goods in the marriages entered into in the previous Civil Code term, Law No. 3,071, 1º January 1916, is the one by it established.

Art. 2,040. The legal mortgage of the goods of the tutor or curator, inscribed in accordance with the inciso IV of the art. 827 of the previous Civil Code, Law No. 3,071, from 1º to January 1916, may be cancelled, obeyed the provisions of the single paragraph of the art. 1,745 of this Code.

Art. 2,041. The provisions of this Code relating to the order of hereditary vocation (arts. 1,829 a to 1,844) do not apply to open succession before its term, the provisions of the previous law (Law No. 3,071, 1º January 1916), prevail.

Art. 2,042. The provisions of the **caput** of the art apply. 1,848, when open to succession within one year after the entry into force of this Code, even if the will has been made in the duration of the previous one, Law No. 3,071, 1º January 1916; if, within the time limit, the testator does not adopt the will to declare the fair cause of clause affixed to legitimate, will not subsist the restriction.

Art. 2,043. Until otherwise disciplined, the provisions of a procedural, administrative or criminal nature remain in force, constants of laws whose precepts of civil nature hajam have been incorporated into this Code.

Art. 2,044. This Code will enter into force 1 (one) year after it is published.

Art. 2,045. The Act No. 3,071, 1º January 1916-Civil Code and the Part First of the Commercial Code, Law No. 556 of June 25, 1850.

Art. 2,046.

Art. 2,046. All remissions, in legislative diplomas, to the Codes referred to in the preceding article, consider themselves to be made to the corresponding provisions of this Code.

Brasilia, January 10, 2002; 181º of the Independence and 114º of the Republic.

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