Presidency of the Republic
Civil House
Deputy Director for Legal Affairs

INDEX
Validity
Law of Introduction to the rules of Brazilian Law **Institutes the Civil Code.**
(See Law No. 13,777, of 2018)

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

G E N E R A L P A R T
BOOK I
OF PEOPLE

TITLE I
NATURAL PEOPLE

CHAPTER I
Personality and Ability

Art. 1st Everyone is capable of rights and duties in the civil order.
Art. 2nd The person's civil personality begins from birth with life; but the law saves, from conception, the rights of the unborn child.
Art. 3rd Those under 16 (sixteen) years of age are absolutely incapable of personally performing the acts of civil life. (Wording given by Law No. 13,146, 2015) (Effective)
I - (Repealed); (Wording given by Law No. 13,146, 2015) (Effective)
II - (Revoked); (Wording given by Law No. 13,146, 2015) (Effective)
III - (Repealed). (Wording given by Law No. 13,146, 2015) (Effective)
Art. 4 o Are incapable, in relation to certain acts or the way of exercising them: (Wording given by Law nº 13.146, of 2015) (Effective)
I - those over sixteen and under eighteen;
II - the usual drunks and addicts of toxic substances; (Wording given by Law No. 13,146, 2015) (Effective)
III - those who, due to temporary or permanent reasons, cannot express their will; (Wording given by Law No. 13,146, 2015) (Effective)
IV - the prodigals.
Single paragraph. The capacity of indigenous people will be regulated by special legislation. (Wording given by Law No. 13,146, 2015) (Effective)
Art. 5 o Minority ceases at the age of eighteen, when the person is qualified to practice all acts of civil life.
Single paragraph. For minors, disability will cease:
I - by the concession of the parents, or one of them in the absence of the other, by means of a public instrument, regardless of judicial approval, or by judgment of the judge, after hearing the guardian, if the minor is sixteen years old;
II - by marriage;
III - by exercising effective public employment;
IV - for the graduation of a degree in a higher education course;
V - by civil or commercial establishment, or by the existence of an employment relationship, provided that, depending on them, the child under sixteen has his own economy.
Art. 6 o The existence of the natural person ends with death; this is presumed, as to absent ones, in cases where the law authorizes the opening of a definitive succession.
Art. 7 The presumed death can be declared, without decree of absence:
I - if the death of someone who was in danger of life is extremely likely;

II - if someone, disappeared in campaign or taken prisoner, is not found until two years after the end of the war.
Single paragraph. The declaration of presumed death, in these cases, can only be requested after the searches and investigations have been exhausted, and the sentence must set the probable date of death.
Art. 8 o If two or more individuals die on the same occasion, it is not possible to ascertain whether any of the comorients preceded the others, they will be presumed to be simultaneously dead.
Art. 9 o The following will be registered in the public register:
I - births, marriages and deaths;
II - emancipation by parental consent or by judge's sentence;
III - interdiction due to absolute or relative incapacity;
IV - the declaratory sentence of absence and presumed death.
Art. 10. An entry in the public register shall be made:
I - of the decisions that decree the nullity or annulment of the marriage, the divorce, the legal separation and the re-establishment of the conjugal society;
II - judicial or extrajudicial acts that declare or acknowledge affiliation;
III - (Repealed by Law No. 12,010, 2009)

CHAPTER II
Personality Rights

Art. 11. With the exception of cases provided for by law, personality rights are non-transferable and cannot be renounced, and their exercise cannot be voluntarily limited.
Art. 12. It is possible to demand that the threat, or the injury, cease to the right of the personality, and claim losses and damages, without prejudice to other sanctions provided for by law.
Single paragraph. In the case of a dead person, the surviving spouse, or any relative in a straight line, or collateral up to the fourth degree, will be entitled to request the measure provided for in this article.
Art. 13. Except for medical requirements, the act of disposing of one's own body is forbidden when it involves a permanent decrease in physical integrity, or contrary to good customs.
Single paragraph. The act foreseen in this article will be admitted for transplantation purposes, in the form established by special law.
Art. 14. The free disposition of the body itself, in whole or in part, for after death is valid for scientific or altruistic purposes.
Single paragraph. The act of disposition may be freely revoked at any time.
Art. 15. No one can be constrained to undergo, at risk of death, medical treatment or surgical intervention.
Art. 16. Everyone has the right to a name, including the first and last names.
Art. 17. The name of the person cannot be used by others in publications or representations that expose him to public contempt, even when there is no defamatory intention.
Art. 18. Without authorization, the name of another person cannot be used in commercial advertising.
Art. 19. The pseudonym adopted for lawful activities enjoys the protection given to the name.
Art. 20. Unless authorized, or if necessary for the administration of justice or the maintenance of public order, the disclosure of writings, the transmission of the word, or the publication, display or use of a person's image may be prohibited, at your request and without prejudice to the indemnity that may apply, if you achieve honor, good fame or respectability, or if they are intended for commercial purposes. (See ADIN 4815)
Single paragraph. In the case of a dead or absent person, the spouse, the ascendants or the descendants are entitled to claim this protection.
Art. 21. The private life of the natural person is inviolable, and the judge, at the request of the interested party, will adopt the necessary measures to prevent or terminate an act contrary to this norm. (See ADIN 4815)

CHAPTER III
Absence

Section I
Curator of the Absentee's Goods

Art. 22. If a person disappears from his / her home without any news, if there is no representative or attorney to whom the assets are to be administered, the judge, at the request of any interested party or prosecutor, will declare the absence, and appoint will heal you.
Art. 23. The absence will also be declared, and a trustee will be appointed, when the absentee leaves a representative who does not want or cannot exercise or continue the mandate, or if his powers are insufficient.

Art. 24. The judge, who appoints the trustee, will establish his powers and obligations, according to the circumstances, observing, where applicable, the provisions regarding tutors and trustees.
Art. 25. The spouse of the absentee, whenever he is not legally separated, or in fact for more than two years before the declaration of absence, will be his legitimate curator.
§ 1 o In the absence of the spouse, the curator of the absentee's assets is the responsibility of the parents or descendants, in this order, with no impediment preventing them from exercising the position.
§ 2 o Among the descendants, the closest precede the most remote.
§ 3 In the absence of the persons mentioned, the judge is responsible for choosing the curator.
Section II
Provisional Succession
Art. 26. After one year of collecting the absentee's assets, or, if he has left a representative or attorney, after three years have passed, interested parties may request that the absence be declared and the succession be provisionally opened.
Art. 27. For the purpose foreseen in the previous article, only interested parties are considered:
I - the spouse not legally separated;
II - the presumed, legitimate or testamentary heirs;
III - those who have over the assets of the absent right dependent on his death;
IV - creditors of overdue and unpaid obligations.
Art. 28. The sentence that determines the opening of the provisional succession will only take effect one hundred and eighty days after being published by the press; but, as soon as it is res judicata, the will will be opened, if any, and the inventory and sharing of assets, as if the absentee were deceased.
§ 1 After the term referred to in art. 26, and if there are no interested parties in the provisional succession, the Public Prosecutor's Office must request it from the competent court.
§ 2 If heirs or interested parties do not appear to request the inventory within thirty days after the sentence that orders the opening of the provisional succession to be res judicata, the absentee's assets will be collected in the manner established in arts. 1,819 to 1,823.
Art. 29. Before sharing, the judge, when deemed convenient, will order the conversion of movable assets, subject to deterioration or loss, into real estate or securities guaranteed by the Union.
Art. 30. The heirs, to imitate themselves in the possession of the absentee's assets, will give guarantees of their refund, through pledges or mortgages equivalent to the respective shares.
§ 1 Anyone who has the right to provisional possession, but cannot provide the guarantee required in this article, will be excluded, keeping the assets that should fit under the administration of the curator, or of another heir appointed by the judge, and who this guarantee.
§ 2 The ascendants, the descendants and the spouse, once their status as heirs has been proven, may, regardless of guarantee, enter into possession of the absentee's assets.
Art. 31. The absentee's real estate can only be sold, not by expropriation, or mortgage, when the judge orders it, to avoid ruin.
Art. 32. The provisional successors will be actively and passively representing the absentee, in possession of the assets, so that pending actions and those that in the future will be filed against them.
Art. 33. The descendant, ascendant or spouse who is the provisional successor of the absentee, will make all his / her fruits and income from the assets that belong to him / her; the other successors, however, must capitalize half of these fruits and income, according to the provisions of art. 29, according to the representative of the Public Ministry, and report annually to the competent judge.
Single paragraph. If the absentee appears, and it is proved that the absence was voluntary and unjustified, he will lose, in favor of the successor, his share in the fruits and income.
Art. 34. The excluded, according to art. 30, of the provisional possession may, justifying the lack of means, request that half of the income of the portion that would touch him be delivered.
Art. 35. If during the provisional inauguration the exact time of death of the absentee is proved, on that date the succession in favor of the heirs, who were at that time, will be considered open.
Art. 36. If the absentee appears, or proves his existence, after the provisional possession has been established, the advantages of the successors imitated therein will cease for the time being, however, being obliged to take the necessary security measures, until the delivery of the goods to its owner.
Section III
Definitive Succession
Art. 37. Ten years after the sentence granting the opening of the provisional succession has been res judicata, interested parties may request the definitive succession and the lifting of the collateral provided.

Art. 38. The definitive succession can also be requested, proving that the absentee is eighty years old, and that the latest news from him dates back to five years.
Art. 39. If the absent person returns in the ten years following the opening of the definitive succession, or any of his descendants or ascendants, he or she will have only the existing assets in the state in which they are located, the subrogates in their place, or the price that the heirs and other interested parties have received for the assets sold after that time.
Single paragraph. If, in the ten years referred to in this article, the absentee does not return, and no interested party promotes the definitive succession, the assets collected will pass to the domain of the Municipality or the Federal District, if located in the respective circumscriptions, joining the domain of the Union, when located in federal territory.

TITLE II
LEGAL ENTITIES
CHAPTER I
General Provisions

Art. 40. Legal entities are governed by public law, internal or external, and private law.
Art. 41. The following are legal entities under domestic public law:
I - the Union;
II - the States, the Federal District and the Territories;
III - the Municipalities;
IV - municipalities, including public associations; (Wording given by Law No. 11,107, of 2005)
V - the other public entities created by law.
Single paragraph. Unless otherwise provided, legal entities governed by public law, which have been given private law structure, are governed, as appropriate, as to their functioning, by the rules of this Code.
Art. 42. Foreign States and all persons governed by public international law are legal entities of external public law.
Art. 43. Legal entities under domestic public law are civilly responsible for acts of their agents that in that capacity cause damage to third parties, except for a regressive right against those causing the damage, if there is, on their part, guilt or intent.
Art. 44. Private legal entities are:
I - associations;
II - companies;
III - the foundations.
IV - religious organizations; (Included by Law No. 10,825, dated 12.22.2003)
V - political parties. (Included by Law No. 10,825, dated 12.22.2003)
VI - individual limited liability companies. (Included by Law No. 12,441, of 2011) (Effective)
§ 1 The creation, organization, internal structuring and functioning of religious organizations are free, being forbidden to the public power to deny them recognition or registration of the constitutive and necessary acts for their functioning. (Included by Law No. 10,825, dated 12.22.2003)
§ 2 The provisions concerning associations apply subsidiarily to companies that are the subject of Book II of the Special Part of this Code. (Included by Law No. 10,825, dated 12.22.2003)
§ 3 The political parties will be organized and will function according to the provisions of a specific law. (Included by Law No. 10,825, dated 12.22.2003)
Art. 45. The legal existence of legal entities under private law begins with the registration of the constitutive act in the respective registry, preceded, when necessary, by authorization or approval by the Executive Power, with all changes that the act goes through in the registry. constitutive.
Single paragraph. The right to cancel the constitution of legal entities governed by private law, within three years, by default of the respective act, counting the term of publication of their registration in the registry.
Art. 46. The registry shall declare:
I - the denomination, purposes, headquarters, duration and social fund, if any;
II - the name and individualization of the founders or founders, and of the directors;
III - the way in which it is managed and represented, actively and passively, judicially and extrajudicially;
IV - whether the constitutive act is reformable with regard to administration, and in what way;
V - whether members answer, or not, subsidiarily, for social obligations;
VI - the conditions for the extinction of the legal entity and the destination of its assets, in this case.

Art. 47. The acts of the administrators are obliged to the legal person, exercised within the limits of their powers defined in the constitutive act.
Art. 48. If the juridical person has collective administration, the decisions will be taken by the majority of votes of those present, unless the constitutive act provides otherwise.
Single paragraph. The right to annul the decisions referred to in this article, when they violate the law or statute, or are riddled with error, deceit, simulation or fraud, decays within three years.
Art. 49. If the administration of the legal entity is absent, the judge, at the request of any interested party, will appoint a provisional administrator.
Art. 49-A. The legal entity is not confused with its partners, associates, founders or administrators. (Included by Law No. 13,874, of 2019)
Single paragraph. The patrimonial autonomy of legal entities is a legal instrument for the allocation and segregation of risks, established by law with the purpose of stimulating ventures, for the generation of jobs, tax, income and innovation for the benefit of all.
Art. 50. In case of abuse of legal personality, characterized by deviation of purpose or confusion of assets, the judge may, at the request of the party, or the Public Prosecutor's Office when it is necessary to intervene in the process, disregard it so that certain and certain relationships of obligations are extended to the private property of managers or partners of the legal entity benefited directly or indirectly by the abuse. (Wording given by Law nº 13,874, of 2019)
§ 1 For the purposes of the provisions of this article, misuse of purpose is the use of legal entities for the purpose of harming creditors and for the practice of illicit acts of any nature. (Included by Law No. 13,874, of 2019)
§ 2 - Confusion of assets means the absence of a de facto separation between assets, characterized by: (Included by Law No. 13,874, of 2019)
I - repetitive compliance by the company with the obligations of the partner or the administrator or vice versa; (Included by Law No. 13,874, of 2019)
II - transfer of assets or liabilities without effective consideration, except for those of proportionally insignificant value; and (Included by Law No. 13,874, of 2019)
III - other acts of non-compliance with patrimonial autonomy. (Included by Law No. 13,874, of 2019)
§ 3 The provisions in the caput and in §§ 1 and 2 of this article also apply to the extension of the obligations of partners or administrators to the legal entity. (Included by Law No. 13,874, of 2019)
§ 4 The mere existence of an economic group without the presence of the requirements referred to in the caput of this article does not authorize the disregard of the personality of the legal entity. (Included by Law No. 13,874, of 2019)
§ 5º A mere expansion or alteration of the original purpose of the specific economic activity of the legal entity does not constitute a deviation of purpose. (Included by Law No. 13,874, of 2019)
Art. 51. In the case of dissolution of the legal entity or the authorization for its operation is revoked, it will remain for the purposes of liquidation, until this is concluded.
Paragraph 1. In the register where the legal entity is registered, the annotation of its dissolution will be made.
§ 2 The provisions for the liquidation of companies apply, as appropriate, to other legal entities under private law.
§ 3 When the liquidation is closed, the registration of the legal entity will be canceled.
Art. 52. The protection of personality rights is applied to legal entities, where applicable.

CHAPTER II
ASSOCIATIONS

Art. 53. Associations are formed by the union of people who organize themselves for non-economic purposes.
Single paragraph. There are no reciprocal rights and obligations among members.
Art. 54. Under penalty of nullity, the statute of associations will contain:
I - the name, purposes and headquarters of the association;
II - the requirements for the admission, dismissal and exclusion of members;
III - the rights and duties of members;
IV - the sources of funds for its maintenance;
V - the way in which the deliberative bodies are constituted and operated; (Wording given by Law No. 11,127, 2005)
VI - the conditions for the amendment of the statutory provisions and for the dissolution.
VII - the form of administrative management and approval of the respective accounts. (Included by Law No. 11,127, 2005)
Art. 55. Members must have equal rights, but the statute may establish categories with special advantages.

Art. 56. Membership is not transferable if the statute does not provide otherwise.
Single paragraph. If the associate is the holder of an ideal share or fraction of the association's assets, the transfer of the latter will not, in itself, imply the attribution of the status of associate to the acquirer or the heir, unless otherwise provided for in the bylaws.
Art. 57. The exclusion of the associate is only admissible if there is a just cause, thus recognized in a procedure that ensures the right of defense and appeal, under the terms provided for in the statute. (Wording given by Law No. 11,127, 2005)
Single paragraph. (revoked) (Wording given by Law No. 11,127, 2005)
Art. 58. No associate may be prevented from exercising the right or function that has been legitimately conferred on him, except in the cases and in the manner provided for by law or in the statute.
Art. 59. The general meeting is exclusively responsible for: (Wording given by Law nº 11.127, of 2005) Art.
I - remove the administrators; (Wording given by Law No. 11,127, 2005)
II - change the statute. (Wording given by Law No. 11,127, 2005)
Single paragraph. For the resolutions referred to in items I and II of this article, a resolution of the meeting specially called for this purpose is required, whose quorum will be the one established in the bylaws, as well as the criteria for the election of the administrators. (Wording given by Law No. 11,127, 2005)
Art. 60. The decision-making bodies will be convened in the form of the statute, guaranteed to 1/5 (one fifth) of the members the right to promote it. (Wording given by Law No. 11,127, 2005)
Art. 61. The association is dissolved, the remainder of its net worth, after deducting, if applicable, the ideal shares or fractions referred to in the sole paragraph of art. 56, will be destined to the non-economic entity designated in the bylaws, or, failing this, by resolution of the members, to the municipal, state or federal institution, for identical or similar purposes.
§ 1 By clause of the statute or, in its silence, by resolution of the associates, they may, before the destination of the remainder referred to in this article, receive in refund, updated the respective value, the contributions they have made to the assets of the association.
§ 2 o If there is no municipality, state, federal district or territory, where the association has its headquarters, an institution under the conditions indicated in this article, what remains of its assets will be returned to the State Treasury, the Federal District or the Unity.

CHAPTER III
FOUNDATIONS

Art. 62. In order to create a foundation, its founder will make, by public deed or will, a special endowment of free assets, specifying the purpose for which it is intended, and declaring, if desired, the way to manage it.
Single paragraph. The foundation can only be constituted for the purposes of: (Wording given by Law nº 13.151, of 2015)
I - social assistance; (Included by Law No. 13,151, 2015)
II - culture, defense and conservation of historical and artistic heritage; (Included by Law No. 13,151, 2015)
III - education; (Included by Law No. 13,151, 2015)
IV - health; (Included by Law No. 13,151, 2015)
V - food and nutritional security; (Included by Law No. 13,151, 2015)
VI - defense, preservation and conservation of the environment and promotion of sustainable development; (Included by Law No. 13,151, 2015)
VII - scientific research, development of alternative technologies, modernization of management systems, production and dissemination of technical and scientific information and knowledge; (Included by Law No. 13,151, 2015)
VIII - promotion of ethics, citizenship, democracy and human rights; (Included by Law No. 13,151, 2015)
IX - religious activities; and (Included by Law No. 13,151, 2015)
X - (VETOED). (Included by Law No. 13,151, 2015)
Art. 63. When insufficient to constitute the foundation, the goods destined for it will, if the institute does not otherwise dispose, be incorporated into another foundation that proposes the same or similar purpose.
Art. 64. The foundation is constituted by a legal business between the living, the institution is obliged to transfer the property, or other real right, over the endowed assets, and, if it does not do so, they will be registered, in her name, by order judicial.
Art. 65. Those to whom the institution commits the application of the patrimony, being aware of the charge, will soon formulate, according to its bases (art. 62), the statute of the projected foundation, submitting it, then, to the approval by the competent authority, using the judge.

Single paragraph. If the statute is not drawn up within the term signed by the institute, or, if there is no term, in one hundred and eighty days, the Public Prosecutor shall be charged with the task.
Art. 66. The Public Prosecutor's Office of the State where they are located will look after foundations.
§ 1 If they work in the Federal District or in Territory, the Public Ministry of the Federal District and Territories will be responsible for this. (Wording given by Law No. 13,151, of 2015)
§ 2 If the activity is extended to more than one State, the burden, in each of them, will be the responsibility of the respective Public Ministry.
Art. 67. In order to change the foundation's statute, the reform must:
I - be deliberated by two thirds of those competent to manage and represent the foundation;
II - do not contradict or distort the end of this;
III - be approved by the Public Prosecutor's Office within a maximum period of 45 (forty-five) days, at the end of which, or if the Public Prosecutor denies it, the judge may supply it, at the request of the interested party. (Wording given by Law No. 13,151, of 2015)
Art. 68. When the amendment has not been approved by unanimous vote, the foundation's administrators, when submitting the statute to the Public Prosecutor's Office, will require that the defeated minority be informed to challenge it, if they wish, in ten days.
Art. 69. If the purpose for which the foundation is illicit, impossible or useless, or the term of its existence has expired, the Public Prosecutor's Office, or any interested party, will promote its extinction, incorporating its assets, unless otherwise provided in the constitutive act, or in the statute, in another foundation, designated by the judge, which proposes an equal or similar purpose.

TITLE III
From Home

Art. 70. The domicile of the natural person is the place where he establishes his residence with definitive spirit.
Art. 71. If, however, the natural person has several residences, where he alternately lives, any of them will be considered his domicile.
Art. 72. It is also the domicile of the natural person, as to the relations concerning the profession, the place where it is exercised.
Single paragraph. If the person exercises his profession in different places, each one of them will be home for the relationships that correspond to him.
Article 73. The natural person, who does not have a habitual residence, will have the place where she is found.
Art. 74. The domicile is changed, transferring the residence, with the manifest intention of changing it.
Single paragraph. The proof of the intention will result from what to declare the person to the municipalities of the places, that he leaves, and where he goes, or, if such declarations do not do, of the change itself, with the circumstances that accompany it.
Article 75. Regarding legal entities, the domicile is:
I - from the Union, the Federal District;
II - of the States and Territories, the respective capitals;
III - the Municipality, the place where the municipal administration functions;
IV - of other legal entities, the place where the respective boards and administrations function, or where they elect a special address in their bylaws or constitutive acts.
§ 1 o Having the legal entity several establishments in different places, each one of them will be considered domicile for the acts performed in it.
§ 2 If the administration, or board of directors, has its headquarters abroad, there will be the domicile of the legal entity, with regard to the obligations contracted by each of its agencies, the place of establishment, located in Brazil, to which she match.
Art. 76. The incapacitated, the public servant, the military, the seaman and the prisoner have the necessary domicile.
Single paragraph. The domicile of the incapacitated person is that of his representative or assistant; that of the public servant, the place where he permanently performs his duties; that of the military, where to serve, and, whether of the Navy or the Air Force, the headquarters of the command to which it is immediately subordinate; that of the seafarer, where the ship is registered; and that of the prisoner, the place in which to serve the sentence.
Art. 77. The diplomatic agent of Brazil, who, quoted abroad, claims extraterritoriality without designating where his domicile is in the country, may be sued in the Federal District or in the last point of the Brazilian territory where he had it.

Art. 78. In written contracts, the contracting parties may specify the domicile where they exercise and fulfill the rights and obligations resulting from them.

BOOK II
OF GOODS
UNIQUE TITLE
Of the different classes of goods
CHAPTER I
Of the Goods Considered in Themselves

Section I
Real Estate

Art. 79. The soil and all that are incorporated naturally or artificially are immovable property.

Art. 80. The following are considered immovable for legal purposes:

I - the real rights over properties and the actions that guarantee them;

II - the right to open succession.

Art. 81. The properties do not lose their character:

I - buildings that, separated from the ground, but maintaining their unity, are moved to another location;

II - the materials provisionally separated from a building, to be re-employed in it.

Section II
Movable Property

Art. 82. Goods susceptible to self-movement, or to be removed by someone else's force, without changing the substance or the economic-social destination are movable.

Art. 83. The following are considered mobile for legal purposes:

I - energies that have economic value;

II - the real rights over movable objects and the corresponding shares;

III - personal rights of patrimonial character and respective actions.

Art. 84. The materials intended for some construction, as long as they are not used, retain their furniture quality; those qualities that come from the demolition of a building regain this quality.

Section III
Fungible Goods and Consumables

Art. 85. Furniture that can be replaced by others of the same species, quality and quantity is fungible.

Art. 86. Movable goods are consumable whose use implies immediate destruction of the substance itself, and those destined for disposal are also considered as such.

Section IV
Divisible Goods

Art. 87. Divisible goods are those that can be divided up without alteration in their substance, considerable decrease in value, or impairment of the intended use.

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

Section V
Single and Collective Goods

Art. 89. The goods that, although assembled, are considered to be per se are singular, regardless of the others.

Art. 90. It is universality in fact the plurality of singular goods that, pertaining to the same person, have unitary destination.

Single paragraph. The assets that make up this universality can be the subject of their own legal relationships.

Art. 91. The complex of legal relations, of a person, endowed with economic value, constitutes universality of law.

CHAPTER II
Assets Reciprocally Considered

Art. 92. Main is the good that exists about you, abstractly or concretely; accessory, the one whose existence supposes that of the principal.

Art. 93. Goods belonging which, not constituting integral parts, are intended, in a lasting manner, for the use, service or enhancement of another.

Art. 94. Legal transactions that concern the main asset do not cover belongings, unless the contrary results from 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 object of legal business.

Art. 96. Improvements can be voluptuous, useful or necessary.
§ 1 o Those of mere delight or recreation are voluptuous, which do not increase the habitual use of the good, even if they make it more pleasant or are of high value.
§ 2 o Those that increase or facilitate the use of the good are useful.
§ 3 o Those whose purpose is to preserve the good or prevent it from deteriorating are necessary.
Article 97. Improvements or additions resulting from the property without the intervention of the owner, owner or holder are not considered to be improvements.

CHAPTER III
Public Goods

Art. 98. National property belonging to legal entities under domestic public law is public; all others are private, whoever they belong to.
Art. 99. Public goods are:
I - those in common use by 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 autarchies;
III - Sundays, which constitute the assets of legal entities governed by public law, as an object of personal or real law, of each of these entities.
Single paragraph. If the law does not provide otherwise, property belonging to legal entities governed by public law to which the structure of private law has been subject is considered Sunday.
Art. 100. The public goods of common use of the people and those of special use are inalienable, as long as they retain their qualification, in the form that the law determines.
Art. 101. Sunday public goods may be sold, subject to the requirements of the law.
Art. 102. Public goods are not subject to adverse possession.
Art. 103. The common use of public goods can be free or reciprocated, as legally established by the entity to whose administration they belong.

BOOK III
Legal Facts
TITLE I
Legal Business
CHAPTER I
General Provisions

Art. 104. The validity of the legal transaction requires:
I - capable agent;
II - lawful, possible, determined or determinable object;
III - form prescribed or not defended by law.
Art. 105. The relative incapacity of one of the parties cannot be invoked by the other for its own benefit, nor does it benefit the capable co-interested parties, unless, in this case, the object of the common right or obligation is indivisible.
Art. 106. The initial impossibility of the object does not invalidate the legal transaction if it is relative, or if it ceases before the condition to which it is subject is realized.
Art. 107. The validity of the declaration of will will not depend in a special way, except when the law expressly requires it.
Art. 108. Not having the law to the contrary, the public deed is essential to the validity of the legal transactions that aim at the constitution, transfer, modification or waiver of real rights over real estate of value over thirty times the highest minimum wage in force in the Country.
Art. 109. In the legal business concluded with the clause of not being valid without a public instrument, this is the substance of the act.
Art. 110. The manifestation of will still exists even if its author has made the mental reservation of not wanting what he manifested, unless the recipient was aware of it.
Art. 111. Silence matters consent, when circumstances or uses authorize it, and an express declaration of will is not necessary.
Art. 112. In the declarations of will, the intention embodied in them will be taken into account more than the literal sense of language.
Art. 113. Legal business must be interpreted according to good faith and the uses of the place of its execution.

§ 1 The interpretation of the legal business must give it the meaning that: (Included by Law No. 13,874, of 2019)
I - is confirmed by the behavior of the parties after the conclusion of the deal; (Included by Law No. 13,874, of 2019)
II - correspond to the uses, customs and practices of the market related to the type of business; (Included by Law No. 13,874, of 2019)
III - correspond to good faith; (Included by Law No. 13,874, of 2019)
IV - it is more beneficial to the party that did not write the device, if identifiable; and (Included by Law No. 13,874, of 2019)
V - correspond to what would be the reasonable negotiation of the parties on the issue discussed, inferred from the other provisions of the business and the economic rationality of the parties, considering the information available at the time of its execution. (Included by Law No. 13,874, of 2019)
Paragraph 2. The parties may freely agree on rules of interpretation, filling in gaps and integrating legal businesses other than those provided for by law. (Included by Law No. 13,874, of 2019)
Art. 114. Beneficial legal transactions and waiver are strictly interpreted.

CHAPTER II
Representation

Art. 115. The powers of representation are conferred by law or by the interested party.
Art. 116. The expression of will by the representative, within the limits of his powers, produces effects in relation to the represented.
Art. 117. Unless the law or the representative permits, the legal transaction that the representative, in his interest or on behalf of others, may conclude with himself is voidable.
Single paragraph. For this purpose, the deal concluded by the representative in whom the powers have been underestimated is celebrated by the representative.
Art. 118. The representative is obliged to prove to the people, with whom he deals on behalf of the represented, his quality and the extent of his powers, under penalty of not doing so, to answer for the acts that exceed them.
Art. 119. The business concluded by the representative in conflict of interests with the represented is voidable, if such fact was or should have been known by the person with whom he dealt.
Single paragraph. One hundred and eighty days, counting from the conclusion of the business or the termination of the incapacity, the period of decadence to plead for the annulment provided for in this article.
Art. 120. The requirements and the effects of legal representation are those established in the respective rules; those of voluntary representation are those of the Special Part of this Code.

CHAPTER III
Condition, Term and Charge

Art. 121. A clause is considered to be a condition that, deriving exclusively from the will of the parties, subordinates the effect of the legal transaction to a future and uncertain event.
Art. 122. In general, all conditions that are not contrary to law, public order or good customs are lawful; defensive conditions include those that deprive the legal business of any effect, or subject it to the pure discretion of one of the parties.
Art. 123. The legal transactions that are subordinate to them are invalid:
I - conditions that are physically or legally impossible, when suspended;
II - illicit conditions, or to do illicit things;
III - incomprehensible or contradictory conditions.
Art. 124. Impossible conditions are considered to be non-existent, when resolving, and those of not doing an impossible thing.
Art. 125. If the effectiveness of the legal business is subordinated to the suspensive condition, until this is verified, the right to which it is intended will not have been acquired.
Art. 126. If someone has something under suspensive condition, and, pending this, does as to that new provisions, these will have no value, the condition being fulfilled, if they are incompatible with it.
Art. 127. If the condition is resolved, while it is not fulfilled, the legal transaction will be in force, and the right established by it may be exercised since the conclusion of this.
Art. 128. If the problem is resolved, the right to which it is opposed is extinguished for all purposes; but, if a business is carried out on a continuous or periodic basis, its execution, unless otherwise specified, is not effective as regards the acts already practiced, provided that they are compatible with the nature of the pending condition and in accordance with the dictates of good faith.

Art. 129. The condition whose implementation is maliciously obstructed by the party to whom it is disadvantaged is verified, regarding the legal effects, considering, on the contrary, that the condition maliciously carried out by the person to whom it benefits is not verified. .
Art. 130. The holder of the eventual right, in cases of suspensive or resolving condition, is allowed to practice the acts intended to preserve it.
Art. 131. The initial term suspends the exercise, but not the acquisition of the right.
Art. 132. Unless legally or conventionally provided otherwise, the terms are computed, excluding the start day, and including the due date.
§ 1 If the due date falls on a public holiday, the period shall be considered extended until the following business day.
§ 2 Meado is considered, in any month, its fifteenth day.
§ 3 o The periods of months and years expire on the day of the same number as the beginning, or immediately if there is no exact correspondence.
§ 4 The time limits set per hour will count from minute to minute.
Art. 133. In wills, the term is presumed in favor of the heir, and in contracts, for the benefit of the debtor, except for those, if the content of the instrument, or the circumstances, results that it was established for the benefit of the creditor, or both contractors.
Art. 134. Legal transactions between the living, without a term, are immediately feasible, unless the execution has to be done in a different place or depends on time.
Art. 135. The initial and final terms apply, as appropriate, to the provisions relating to the suspensive and resolving condition.
Art. 136. The charge does not suspend the acquisition or the exercise of the right, except when expressly imposed on the legal business, by the available, as a suspensive condition.
Art. 137. An unlawful or impossible charge is considered unwritten, unless it constitutes the determining reason for liberality, in which case the legal transaction is invalidated.

CHAPTER IV
The Defects of the Legal Business
Section I
Error or Ignorance

Art. 138. Legal transactions are void when declarations of will emanate from a substantial error that could be perceived by a person of normal diligence, in view of the circumstances of the business.
Art. 139. The error is substantial when:
I - it concerns the nature of the business, the main object of the declaration, or any of the qualities essential to it;
II - it concerns the identity or the essential quality of the person to whom the declaration of will refers, provided that it has influenced it in a relevant way;
III - being by law and not implying a refusal to apply the law, it is the sole or main reason for the legal transaction.
Art. 140. The false reason is only vitiating the declaration of will when expressed as a determining reason.
Art. 141. The erroneous transmission of the will by interposed means is nullable in the same cases in which the direct declaration is.
Art. 142. The error of indication of the person or thing, to which the declaration of will refers, will not vitiate the business when, due to its context and circumstances, it is possible to identify the considered thing or person.
Art. 143. The miscalculation only authorizes the rectification of the declaration of will.
Art. 144. The error does not affect the validity of the legal transaction when the person, to whom the expression of will is addressed, offers to execute it in accordance with the real will of the demonstrator.

Section II
Dolo

Art. 145. These are legal transactions that can be canceled for fraud, when this is their cause.
Art. 146. Accidental deceit only requires the satisfaction of losses and damages, and it is accidental when, in spite of it, the deal would be carried out, although in another way.
Art. 147. In bilateral legal transactions, the intentional silence of one of the parties regarding a fact or quality that the other party has ignored, constitutes an intentional omission, proving that without it the business would not have been concluded.
Art. 148. The legal transaction by intent of a third party may also be annulled, if the party to whom it takes advantage of it had or should have knowledge; otherwise, even if the legal business remains, the third party will be responsible for all losses and damages of the party to whom he deceived.

Art. 149. The deceit of the legal representative of one of the parties only obliges the represented to respond civilly up to the importance of the benefit he had; if, however, the intent is of the conventional representative, the represented will be jointly and severally liable for losses and damages.
Art. 150. If both parties proceed with intent, neither can claim it to cancel the deal, or claim compensation.

Section III

Coercion

Art. 151. Coercion, in order to vitiate the declaration of the will, must be such as to instill in the founded patient a fear of imminent and considerable damage to his person, his family, or his property.
Single paragraph. If it concerns a person outside the patient's family, the judge, based on the circumstances, will decide whether there was coercion.
Art. 152. In appreciating coercion, gender, age, condition, health, patient's temperament and all other circumstances that may influence its severity will be taken into account.
Art. 153. The threat of the normal exercise of a right, nor the simple reverential fear, is considered as coercion.
Art. 154. The coercion exercised by a third party is vitiated by the coercion, if the party to whom it takes advantage of or should have knowledge, and this party will jointly and severally respond with that for losses and damages.
Art. 155. The legal business will continue, if the coercion occurs from a third party, without the party taking advantage of it having or should have known; but the author of coercion will be responsible for all losses and damages he has caused to the coact.

Section IV

The State of Danger

Art. 156. The state of danger is configured when someone, pressed by the need to save himself, or the person in his family, from serious damage known to the other party, assumes an excessively onerous obligation.
Single paragraph. In the case of a person not belonging to the declarant's family, the judge will decide according to the circumstances.

Section V

Injury

Art. 157. An injury occurs when a person, under pressing need, or due to inexperience, is obliged to provide services that are manifestly disproportionate to the value of the opposite service.
§ 1 The disproportion of benefits is assessed according to the values in effect at the time the legal transaction was concluded.
§ 2 The annulment of the deal will not be decreed, if a sufficient supplement is offered, or if the favored party agrees with the reduction of the profit.

Section VI

Fraud Against Creditors

Art. 158. The business of free transmission of goods or debt forgiveness, if practiced by the debtor already insolvent, or reduced by them to insolvency, even when he ignores it, may be canceled by unsecured creditors, as prejudicial to their rights.
§ 1 Equal right assists creditors whose collateral becomes insufficient.
§ 2 Only creditors who were already at the time of those acts can claim their annulment.
Art. 159. The onerous contracts of the insolvent debtor will also be voidable, when the insolvency is notorious, or there is reason to be known to the other contractor.
Art. 160. If the purchaser of the assets of the insolvent debtor has not yet paid the price and this is approximately the current price, he will release himself by depositing it in court, with the summons of all interested parties.
Single paragraph. If lower, the buyer, in order to conserve the goods, may deposit the price corresponding to the real value.
Art. 161. The action, in the cases of arts. 158 and 159, the insolvent debtor, the person who entered into with him the stipulation considered fraudulent, or third party purchasers who have proceeded in bad faith, may be brought against the insolvent debtor.
Art. 162. The unsecured creditor, who receives payment from the insolvent debtor for the payment of the debt not yet due, will be obliged to repay, for the benefit of the collection on which the creditors' tender has to be made, what he has received.
163. Debt guarantees that the insolvent debtor has given to any creditor are presumed to be fraudulent of the rights of other creditors.

164. However, they are presumed to be in good faith and are worth the ordinary business essential to the maintenance of a mercantile, rural, or industrial establishment, or to the subsistence of the debtor and his family.
Art. 165. Fraudulent deals are annulled, the resulting advantage will revert to the benefit of the collection on which creditors have to compete.
Single paragraph. If these businesses had the sole purpose of assigning preferential rights, through a mortgage, pledge or anthrax, their invalidity will only matter in the cancellation of the adjusted preference.

CHAPTER V
Invalidity of the Legal Business

166. Legal business is void when:
I - celebrated by an absolutely incapable person;
II - its object is unlawful, impossible or indeterminable;
III - the determining reason, common to both parties, is unlawful;
IV - not take the form prescribed by law;
V - any solemnity that the law considers essential for its validity is neglected;
VI - is intended to defraud imperative law;
VII - the law strictly declares it null, or prohibits its practice, without imposing a sanction.
167. The simulated legal transaction is null, but what has been concealed will remain, if it is valid in substance and form.
§ 1 o There will be simulation in legal transactions when:
I - appear to confer or transmit rights to persons other than those to which they actually confer, or transmit;
II - contain an untrue statement, confession, condition or clause;
III - private instruments are pre-dated, or post-dated.
§ 2 o The rights of third parties in good faith with regard to the contracting parties of the simulated legal business are emphasized.
Art. 168. The nullity of the preceding articles can be claimed by any interested party, or by the Public Ministry, when it is up to him to intervene.
Single paragraph. Nullities must be pronounced by the judge, when he knows about the legal business or its effects and finds them proved, not being allowed to supply them, even at the request of the parties.
169. The null legal transaction is not susceptible to confirmation, nor does it recover over time.
Art. 170. If, however, the null legal transaction contains the requirements of another, this will remain when the purpose to which the parties aim to assume that they would have wanted it, if they had foreseen nullity.
Art. 171. In addition to the cases expressly stated in the law, the legal transaction is void:
I - due to the relative incapacity of the agent;
II - for defect resulting from error, deceit, coercion, danger, injury or fraud against creditors.
Art. 172. The voidable deal can be confirmed by the parties, except for the right of a third party.
Art. 173. The confirmation act must contain the substance of the agreement entered into and the express desire to maintain it.
Art. 174. Express confirmation is needless, when the deal has already been completed in part by the debtor, aware of the defect that affected it.
Art. 175. The express confirmation, or the voluntary execution of nullable business, under the terms of arts. 172 to 174, the extinction of all actions, or exceptions, that the debtor had against him matters.
Art. 176. When the annulment of the act results from the lack of authorization from a third party, it will be validated if it is given later.
177. Annulability has no effect before being judged by sentence, nor is it pronounced ex officio; only interested parties can claim it, and take advantage exclusively of those who claim it, except in the case of solidarity or indivisibility.
Art. 178. The period of decadence to plead for the annulment of the legal business is four years, counting:
I - in the case of duress, the day it ceases;
II - the number of errors, deceit, fraud against creditors, danger or injury, on the day on which the legal transaction took place;
III - the number of acts of the incapacitated, on the day the incapacity ceases.
Art. 179. When the law provides that a certain act is annullable, without establishing a deadline to plead for annulment, this will be two years, counting from the date of conclusion of the act.
Art. 180. The minor, between sixteen and eighteen years old, cannot, in order to be exempt from an obligation, invoke his age if he intentionally hid it when asked by the other party, or if, in the act of obliging himself, if bigger.

Art. 181. No one can claim what, due to an annulled obligation, he paid to an incapacitated person, if he does not prove that the amount paid has reverted to his benefit.
Art. 182. The legal business will be annulled, the parties will be returned to the state in which they were before, and if it is not possible to return them, they will be compensated with the equivalent.
Art. 183. The invalidity of the instrument does not induce legal business whenever it can be proven by other means.
184. Respecting the intention of the parties, the partial invalidity of a legal transaction will not harm it in the valid part, if it is separable; the invalidity of the principal obligation implies that of ancillary obligations, but that of these does not induce that of the principal obligation.

TITLE II
Lawful Legal Acts

185. Legitimate legal acts, other than legal transactions, shall apply, as appropriate, the provisions of the previous Title.

TITLE III
Illicit Acts

Art. 186. Anyone who, through voluntary action or omission, negligence or imprudence, violates the right and causes harm to others, even if exclusively moral, commits an unlawful act.
Art. 187. The holder of a right that, when exercising it, manifestly exceeds the limits imposed by its economic or social purpose, good faith or good customs also commits an unlawful act.
188. The following are not illegal acts:
I - those practiced in self-defense or in the regular exercise of a recognized right;
II - the deterioration or destruction of someone else's thing, or injury to the person, in order to remove imminent danger.
Single paragraph. In the case of item II, the act will be legitimate only when circumstances make it absolutely necessary, not exceeding the limits of what is essential for the removal of danger.

TITLE IV
Prescription and Decay

CHAPTER I
Prescription

Section I
General Provisions

Art. 189. In breach of the right, the claim arises for the titleholder, which is extinguished, by prescription, within the terms mentioned in arts. 205 and 206.
190. The exception expires within the same period as the claim.
Art. 191. The waiver of the prescription may be expressed or tacit, and will only be valid, being made, without prejudice to a third party, after the prescription is consummated; tacit is the waiver when facts of the interested party are presumed to be incompatible with the prescription.
Article 192. The limitation periods cannot be changed by agreement of the parties.
Art. 193. The prescription may be claimed in any degree of jurisdiction, by the party to whom it takes advantage.
Art. 194. (Repealed by Law No. 11,280, of 2006)
Art. 195. The relatively incapacitated and legal entities have action against their assistants or legal representatives, who give cause to the prescription, or do not claim it in due time.
Art. 196. The prescription started against a person continues to run against his successor.

Section II
Causes that prevent or suspend prescription

197. There is no prescription:
I - between spouses, in the constancy of the conjugal society;
II - between ascendants and descendants, during family power;
III - between tutelage or curatelados and their tutors or curators, during tutelage or curatorship.
Art. 198. Nor does the prescription run:
I - against the incapacitated referred to in art. 3rd;
II - against those absent from the country in public service of the Union, the States or the Municipalities;
III - against those who find themselves serving in the Armed Forces during wartime.
Art. 199. The prescription does not apply:
I - pending suspensive condition;

II - the period has not expired;
III - pending eviction action.
Art. 200. When the action originates in fact that must be investigated in the criminal court, the prescription will not run before the respective final sentence.
Art. 201. The prescription in favor of one of the solidary creditors is suspended, they only take advantage of the others if the obligation is indivisible.

Section III
Causes that interrupt the prescription

Art. 202. The interruption of the prescription, which can only occur once, will occur:
I - by order of the judge, even if incompetent, to order the summons, if the interested party promotes it within the term and in the form of the procedural law;
II - by protest, under the conditions of the preceding item;
III - for exchange protest;
IV - by presenting the credit deed in an inventory court or in a creditors' contest;
V - for any judicial act that constitutes the debtor in default;
VI - for any unequivocal act, even if extrajudicial, which requires recognition of the right by the debtor.
Single paragraph. The interrupted prescription starts again from the date of the act that interrupted it, or from the last act of the process to interrupt it.
203. The prescription may be interrupted by any interested party.
204. The interruption of the prescription by a creditor does not benefit others; similarly, the interruption made against the co-debtor, or his heir, does not harm the other co-obligors.
§ 1 The interruption by one of the solidary creditors benefits the others; just as the interruption made against the solidary debtor involves the others and their heirs.
§ 2 The interruption made against one of the heirs of the joint debtor does not prejudice the other heirs or debtors, except in the case of indivisible obligations and rights.
§ 3 The interruption produced against the main debtor harms the guarantor.
Section IV
Prescription Deadlines
Art. 205. The prescription occurs in ten years, when the law has not set a shorter term.
Art. 206. It prescribes:
§ 1 In one year:
I - the claim of the hosts or suppliers of food intended for consumption in the establishment itself, for the payment of accommodation or food;
II - the claim of the insured against the insurer, or the latter against that, counting the term:
a) for the insured, in the case of civil liability insurance, from the date on which he is summoned to respond to the indemnity action proposed by the aggrieved party, or from the date which indemnifies him, with the consent of the insurer;
b) as for other insurances, the knowledge of the fact that generated the claim;
III - the claim of notaries, judicial assistants, judicial servants, arbitrators and experts, for the perception of fees, costs and fees;
IV - the claim against the experts, for the valuation of the assets that went into the formation of the capital of a corporation, counted from the publication of the minutes of the meeting that approves the report;
V - the claim of the unpaid creditors against the partners or shareholders and the liquidators, counting the period of publication of the closing minutes of the company's liquidation.
§ 2 o In two years, the claim for maintenance payments, from the date they expire.
§ 3 In three years:
I - the claim related to the rent of urban or rustic buildings;
II - the claim to receive overdue installments of temporary or lifetime rents;
III - the claim for interest, dividends or any accessory installments, payable, in periods not exceeding one year, with or without capitalization;
IV - the claim for compensation for unjust enrichment;
V - the claim for civil reparation;
VI - the claim to refund the profits or dividends received in bad faith, running the term of the date on which the distribution was decided;
VII - the claim against the people indicated below for violation of the law or the statute, counting the term:

a) for the founders, the publication of the constitutive acts of the corporation;
b) for the administrators, or inspectors, of the presentation, to the partners, of the balance sheet referring to the fiscal year in which the violation was practiced, or of the meeting or general meeting that should be aware of it;
c) for liquidators, the first half-yearly meeting after the violation;
VIII - the claim for the payment of a credit note, as from maturity, subject to the provisions of a special law;
IX - the claim of the beneficiary against the insurer, and that of the injured third party, in the case of compulsory civil liability insurance.
§ 4 In four years, the claim for protection, from the date of approval of the accounts.
§ 5 In five years:
I - the claim to collect net debts in a public or private instrument;
II - the claim of liberal professionals in general, judicial attorneys, curators and teachers for their fees, counting the term of completion of services, the termination of the respective contracts or mandate;
III - the claim of the winner to have the loser what he spent in court.

CHAPTER II
Of Decay

Art. 207. Unless legally provided otherwise, the rules that prevent, suspend or interrupt the prescription do not apply to decay.
Art. 208. The provisions of arts. 195 and 198, item I.
Art. 209. There is no waiver of decay established by law.
Art. 210. The judge, on his own, must know of the decay, when established by law.
Art. 211. If the decay is conventional, the party to whom it takes advantage may claim it in any degree of jurisdiction, but the judge cannot supply the claim.

TITLE V
Of the test

Art. 212. Except for the special business, the legal fact can be proved by:
I - confession;
II - document;
III - witness;
IV - presumption;
V - expertise.
Art. 213. Confession is not effective if it comes from someone who is not able to have the right to which the confessed facts refer.
Single paragraph. If a representative makes a confession, it is effective only to the extent that he can bind the represented.
Art. 214. The confession is irrevocable, but it can be annulled if it was due to a factual error or coercion.
Art. 215. The public deed, drawn up in notary notes, is a document endowed with public faith, making full proof.
§ 1 Except when other requirements are required by law, the public deed must contain:
I - date and place of its realization;
II - recognition of the identity and capacity of the parties and of those who have attended the act, by themselves, as representatives, interveners or witnesses;
III - name, nationality, marital status, profession, domicile and residence of the parties and other attendees, with an indication, when necessary, of the marriage property regime, name of the other spouse and affiliation;
IV - clear manifestation of the will of the parties and the intervening parties;
V - reference to compliance with legal and tax requirements inherent to the legitimacy of the act;
VI - declaration of having been read in the presence of the parties and other attendees, or that all have read it;
VII - signature of the parties and the other attendees, as well as that of the notary or his legal substitute, ending the act.
§ 2 If any attendee cannot or cannot write, another capable person will sign for him, at his request.
§ 3 The deed will be written in the national language.
§ 4 If any of the attendees do not know the national language and the notary does not understand the language in which it is expressed, a public translator must be present to serve as an interpreter, or, if not present in the locality, another capable person who, in the judgment of the notary , have enough knowledge and knowledge.
§ 5 If any of the attendees is not known to the notary, nor can he identify himself by document, at least two witnesses who know him and attest to his identity must participate in the act.

Art. 216. The textual certificates of any judicial piece, of the protocol of the hearings, or of any other book in charge of the clerk, will be made the same proof as the originals, being extracted by him, or under his supervision, and signed by him, as well as the transfers of records, when on the other hand fixed.
Art. 217. Transfers and certificates, extracted by a notary or registry official, from instruments or documents posted in their notes, will have the same probative strength.
Art. 218. Transfers and certificates will be considered public instruments, if the originals were produced in court as evidence of an act.
Art. 219. The declarations contained in signed documents are presumed to be true in relation to the signatories.
Single paragraph. However, having no direct relationship with the main provisions or with the legitimacy of the parties, the enunciative statements do not exempt those interested in their veracity from the burden of proving them.
Art. 220. The consent or authorization of another person, necessary for the validity of an act, will prove itself in the same way as this, and will appear, whenever possible, in the instrument itself.
Art. 221. The private instrument, made and signed, or only signed by those who are in the free disposal and administration of their assets, proves the conventional obligations of any value; but its effects, as well as those of the assignment, do not operate, with respect to third parties, before being registered in the public register.
Single paragraph. The proof of the private instrument can be supplied by others of a legal nature.
Art. 222. When the authenticity is challenged, the telegram proves it by means of a conference with the signed original.
Art. 223. The photographic copy of the document, conferred by a notary, will be used as proof of the declaration of will, but, if its authenticity is challenged, the original must be displayed.
Single paragraph. The proof does not cover the absence of the credit title, or the original, in cases where the law or the circumstances condition the exercise of the right to its exhibition.
Art. 224. Documents written in a foreign language will be translated into Portuguese to have legal effects in the country.
Art. 225. Photographic, cinematographic reproductions, phonographic 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 displayed, does not challenge their accuracy.
Art. 226. The books and records of entrepreneurs and societies prove against the people to whom they belong, and, in their favor, when they are carried out without extrinsic or intrinsic defects, they are confirmed by other subsidies.
Single paragraph. The evidence resulting from books and records is not enough in cases where the law requires public deed, or private writing with special requirements, and can be rebutted by proving the falsity or inaccuracy of the entries.
Art. 227. (Repealed by Law No. 13,105, 2015) (Effective)
Single paragraph. Whatever the value of the legal transaction, testimonial evidence is admissible as a subsidiary or supplement to written evidence.
Art. 228. The following cannot be admitted as witnesses:
I - children under sixteen;
II - (Revoked); (Wording given by Law No. 13,146, 2015) (Effective)
III - (Revoked); (Wording given by Law No. 13,146, 2015) (Effective)
IV - the person interested in the dispute, the close friend or the capital enemy of the parties;
V - spouses, ascendants, descendants and collateral, up to the third degree of any of the parties, by consanguinity, or affinity.
§ 1 For the proof of facts that only they know, the judge may admit the testimony of the persons referred to in this article. (Wording given by Law No. 13,146, 2015) (Effective)
§ 2 The person with a disability may testify on equal terms with other people, being assured all the resources of assistive technology. (Included by Law No. 13,146, 2015) (Effective)
Art. 229. (Repealed by Law No. 13,105, 2015) (Effective)
Art. 230. (Repealed by Law No. 13,105, 2015) (Effective)
Art. 231. Those who refuse to undergo the necessary medical examination will not be able to take advantage of their refusal.
Art. 232. The refusal to the medical examination ordered by the judge may supply the evidence intended to be obtained with the examination.

BOOK I

OF THE LAW OF OBLIGATIONS

TITLE I

MODALITIES OF OBLIGATIONS

CHAPTER I

OBLIGATIONS TO GIVE

Section I

Of Obligations to Give a Right Thing

Art. 233. The obligation to give a certain thing covers her accessories, although not mentioned, unless the contrary results from the title or the circumstances of the case.

Art. 234. If, in the case of the preceding article, the thing is lost, without the fault of the debtor, before tradition, or pending the suspensive condition, the obligation for both parties is resolved; if the loss results from the debtor's fault, the debtor will account for the equivalent and further losses and damages.

Art. 235. Deteriorating the thing, the debtor not being guilty, the creditor may resolve the obligation, or accept the thing, after deducting the price he has lost.

Art. 236. If the debtor is guilty, the creditor may demand the equivalent, or accept the thing as it stands, with the right to claim, in one or another case, compensation for losses and damages.

Art. 237. Even the tradition belongs to the debtor, with its improvements and additions, for which he may demand an increase in the price; if the creditor does not agree, the debtor can resolve the obligation.

Single paragraph. The perceived fruits are the debtor's, the creditor pending.

Art. 238. If the obligation is to return something certain, and this, without the debtor's fault, if it loses before the tradition, the creditor will suffer the loss, and the obligation will be resolved, with the exception of his rights until the day of the loss.

Art. 239. If the thing is lost through the debtor's fault, the debtor will account for the equivalent, plus losses and damages.

Art. 240. If the refundable thing deteriorates without the fault of the debtor, the creditor will receive it, as it is found, without the right to indemnity; if due to the debtor's fault, the provisions of art. 239.

Art. 241. If, in the case of art. 238, if improvement or addition to the thing occurs, without the expense or work of the debtor, the creditor will profit, released from indemnity.

Art. 242. If the debtor employed or expended for the improvement, or increase, the case will be regulated by the rules of this Code regarding the improvements made by the owner in good faith or in bad faith.

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

Section II

Obligations to Give Uncertain Things

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

Art. 244. In things determined by gender and quantity, the choice belongs to the debtor, if the opposite does not result from the bond title; but he cannot give the worst, nor will he be obliged to give the best.

Art. 245. Once the creditor has been chosen, the provisions of the previous Section shall apply.

Art. 246. Before the choice, the debtor cannot claim loss or deterioration of the thing, even if by force majeure or unforeseeable circumstances.

CHAPTER II

Obligations to Do

Art. 247. The debtor who refuses the performance imposed on him only, or only by him, incurs the obligation to indemnify losses and damages.

Art. 248. If the rendering of the fact becomes impossible without the fault of the debtor, the obligation will be resolved; if it is his fault, he will be responsible for losses and damages.

Article 249. If the fact can be executed by a third party, the creditor will be free to order it to be executed at the expense of the debtor, in the event of refusal or delay by the debtor, without prejudice to the appropriate indemnity.

Single paragraph. In case of urgency, the creditor may, regardless of judicial authorization, execute or have the fact executed, and then reimbursed.

CHAPTER III

Obligations of Not Doing

Article 250. The obligation to refrain from doing is extinguished, provided that, without the fault of the debtor, it becomes impossible for him to abstain from the act, which he forced himself not to practice.
Art. 251. Performed by the debtor the act, the abstention of which he was obliged to abstain, the creditor may require him to undo it, under penalty of undoing it at his expense, compensating the culprit for losses and damages.
Single paragraph. In case of urgency, the creditor may undo or order undoing, regardless of judicial authorization, without prejudice to the due reimbursement.

CHAPTER IV
Alternative Obligations

Art. 252. In alternative obligations, the choice is up to the debtor, if something else has not been stipulated.
§ 1 The debtor cannot compel the creditor to receive part in one installment and part in another.
§ 2 When the obligation is for periodic payments, the option may be exercised in each period.
§ 3 In the case of a plurality of opting parties, if there is no unanimous agreement between them, the judge will decide, after the term signed by him for the deliberation.
§ 4 If the title grants the option to a third party, and the third party does not want to, or cannot exercise it, the judge will have the choice if there is no agreement between the parties.
Art. 253. If one of the two installments cannot be the object of an obligation or becomes unenforceable, the debt with respect to the other will remain.
Art. 254. If, due to the debtor's fault, none of the installments can be fulfilled and the choice is not up to the creditor, he will be obliged to pay the amount that was ultimately impossible, plus the losses and damages that the case determines.
255. When the choice falls to the creditor and one of the installments becomes impossible due to the debtor's fault, the creditor will have the right to demand the remaining installment or the value of the other, with losses and damages; if, due to the debtor's fault, both installments become unenforceable, the creditor may claim the value of either, in addition to the indemnity for losses and damages.
Art. 256. If all installments become impossible without the fault of the debtor, the obligation will be extinguished.

CHAPTER V
Divisible and Indivisible Obligations

Art. 257. If there is more than one debtor or more than one creditor in a divisible obligation, this is presumed divided into as many obligations, equal and distinct, as there are creditors or debtors.
Art. 258. The obligation is indivisible when the provision has as its object a thing or fact that cannot be divided, due to its nature, due to economic reasons, or given the determinant reason for the legal transaction.
Art. 259. If, if there are two or more debtors, the installment is not divisible, each one will be obliged for the entire debt.
Single paragraph. The debtor, who pays the debt, subrogates the creditor's right in relation to the other co-obligors.
Art. 260. If the plurality is from creditors, each of these may demand the entire debt; but the debtor or debtors will release themselves, paying:
I - all together;
II - to one, giving this guarantee of ratification of the other creditors.
Art. 261. If only one of the creditors receives the installment in full, each of the others will be entitled to demand from him in cash the part that fits him in total.
Art. 262. If one of the creditors remits the debt, the obligation will not be extinguished towards the others; but they will only be able to demand it, discounting the remitting creditor's share.
Single paragraph. The same criterion will be observed in the case of a transaction, novation, compensation or confusion.
Art. 263. The obligation that resolves itself in losses and damages loses the quality of indivisible.
§ 1 If, for the purposes of the provisions of this article, all debtors are at fault, they will all respond equally.
§ 2 o If the fault is one, the others will be exonerated, being only responsible for losses and damages.

CHAPTER VI
Solidary Obligations
Section I
General Provisions

Art. 264. There is solidarity, when more than one creditor, or more than one debtor, competes in the same obligation, each with a right, or obligation, to the entire debt.
Art. 265. Solidarity is not presumed; results from the law or the will of the parties.
Art. 266. The joint and several liability may be pure and simple for one of the co-creditors or co-debtors, and conditional, or term, or payable in a different place, for the other.

Section II

Active Solidarity

Art. 267. Each of the solidary creditors has the right to demand from the debtor the fulfillment of the installment in full.
Art. 268. As long as some of the solidary creditors do not demand the common debtor, any of them will be able to pay it.
Art. 269. The payment made to one of the solidary creditors extinguishes the debt up to the amount of what was paid.
Art. 270. If one of the solidary creditors dies leaving heirs, each of them will only be entitled to claim and receive the share of the credit that corresponds to his hereditary portion, unless the obligation is indivisible.
Art. 271. Converting the benefit into losses and damages, solidarity remains, for all purposes.
Art. 272. The creditor who has remitted the debt or received the payment will answer to the others for the part that fits them.
Art. 273. The debtor cannot oppose the personal exceptions opposed to the others by one of the solidary creditors.
Art. 274. The judgment against one of the solidary creditors does not affect the others, but the favorable judgment takes advantage of them, without prejudice to the personal exception that the debtor has the right to invoke in relation to any of them. (Wording given by Law No. 13,105, 2015) (Effective)

Section III

Passive Solidarity

275. The creditor has the right to demand and receive from one or some of the debtors, partially or totally, the common debt; if the payment was partial, all other debtors remain jointly and severally liable for the rest.
Single paragraph. It is not important to renounce solidarity to the action brought by the creditor against one or some of the debtors.
Art. 276. If one of the solidary debtors dies leaving heirs, none of them will be obliged to pay except the quota that corresponds to their hereditary portion, unless the obligation is indivisible; but all gathered will be considered as a solidary debtor in relation to the other debtors.
Art. 277. The partial payment made by one of the debtors and the remission obtained by him do not benefit the other debtors, except until the competition of the amount paid or revealed.
278. Any additional clause, condition or obligation, stipulated between one of the joint debtors and the creditor, cannot aggravate the position of the others without their consent.
Art. 279. If it is impossible to provide for the fault of one of the joint and several debtors, the burden remains to pay the equivalent; but for the loss and damage only the culprit is responsible.
Art. 280. All debtors are responsible for the interest on arrears, even if the action was filed against only one; but the culprit responds to others for the added obligation.
Art. 281. The defendant debtor may oppose to the creditor the exceptions that are personal and those common to all; not taking advantage of personal exceptions to another co-debtor.
Art. 282. The creditor may renounce solidarity in favor of one, some or all debtors.
Single paragraph. If the creditor exonerates one or more debtors from solidarity, that of the others will remain.
Art. 283. The debtor who has fully satisfied the debt has the right to demand from each of the co-debtors his share, dividing himself equally by all of the insolvent, if any, assuming equal, in debt, the shares of all co-debtors.
Art. 284. In the case of apportionment among co-debtors, those exonerated from solidarity by the creditor will also contribute, by the party that was in charge of the insolvent.
Art. 285. If the solidary debt is of exclusive interest to one of the debtors, the latter will be responsible for all of it to the one who pays.

TITLE II
Transmission of Obligations
CHAPTER I
Credit Assignment

Art. 286. The creditor may assign his credit, if the nature of the obligation, the law, or the agreement with the debtor is not opposed to this; the prohibitive clause of the assignment cannot be opposed to the assignee in good faith, if it is not included in the instrument of the obligation.
Art. 287. Unless otherwise specified, in the assignment of a credit all its accessories are covered.
Art. 288. It is ineffective, in relation to third parties, the transmission of a credit, if it is not celebrated through a public instrument, or a private instrument covered by the solemnities of § 1 of art. 654.
Art. 289. The mortgage credit assignee has the right to register the assignment in the property registry.
290. The assignment of credit is not effective in relation to the debtor, except when notified to him; but by notification there is the debtor who, in public or private writing, declared himself aware of the assignment made.
Art. 291. In the event of several assignments of the same credit, the one that is completed with the tradition of the assigned credit title prevails.
Art. 292. The debtor is released who, before being aware of the assignment, pays the original creditor, or who, in the case of more than one notified assignment, pays the assignee who presents him, with the assignment title, the obligation assigned; when the credit is in a public deed, the notification priority will prevail.
Art. 293. Regardless of the knowledge of the assignment by the debtor, the assignee may exercise the conservative acts of the assigned right.
Art. 294. The debtor may oppose to the assignee the exceptions that apply to him, as well as those that, at the moment he became aware of the assignment, he had against the assignor.
Art. 295. In the assignment for payment, the assignor, even if he is not responsible, is responsible to the assignee for the existence of the credit at the time he assigned it; the same responsibility falls on assignments by free title, if you have done it in bad faith.
Art. 296. Unless otherwise stipulated, the assignor is not responsible for the debtor's solvency.
Art. 297. The assignor, responsible to the assignee for the debtor's solvency, does not answer for more than the one he received, with the respective interest; but you have to reimburse him for the expenses of the assignment and those that the assignee has made with the collection.
Art. 298. The credit, once pledged, can no longer be transferred by the creditor who becomes aware of the attachment; but the debtor who pays it, having no notification of it, is exonerated, the third party's rights subsisting only against the creditor.

CHAPTER II
Debt Assumption

Art. 299. A third party is allowed to assume the debtor's obligation, with the creditor's express consent, the primitive debtor being exonerated, unless that, at the time of the assumption, was insolvent and the creditor ignored him.
Single paragraph. Either party may sign a term for the creditor to consent to the assumption of the debt, interpreting its silence as refusal.
Art. 300. Unless expressly agreed by the original debtor, the special guarantees given by him originally to the creditor are considered to be extinguished.
Art. 301. If the replacement of the debtor is annulled, the debt is restored, with all its guarantees, except for the guarantees provided by third parties, except if the latter knew the defect that affected the obligation.
Art. 302. The new debtor cannot oppose to the creditor the personal exceptions that were for the original debtor.
Art. 303. The buyer of mortgaged real estate can take over the payment of the guaranteed credit; if the creditor, notified, does not challenge the transfer of the debt in thirty days, it will be understood given the assent.

TITLE III
Compliance and Termination of Obligations
CHAPTER I
Payment
Section I
Who Should Pay

Art. 304. Anyone interested in the extinction of the debt can pay it, using, if the creditor objects, the means leading to the exoneration of the debtor.
Single paragraph. The non-interested third party is equally entitled, if he does so in the name and account of the debtor, unless the debtor opposes it.
Art. 305. The non-interested third party, who pays the debt in his own name, has the right to be reimbursed for what he paid; but it is not subrogated to the creditor's rights.

Single paragraph. If you pay before the debt is due, you will only be entitled to repayment on the due date.
Art. 306. The payment made by a third party, without the debtor's knowledge or opposition, does not oblige to reimburse the one who paid, if the debtor had the means to refuse the action.
Art. 307. Only the payment that imports transmission of the property will be effective, when made by someone who can dispose of the object in which it consisted.
Single paragraph. If a fungible thing is paid, you can no longer complain about the creditor who, in good faith, received and consumed it, even if the solvent did not have the right to dispose of it.
Section II
Those to whom you should pay
Art. 308. The payment must be made to the creditor or to whoever has the right to represent him, under penalty of only being valid after being ratified by him, 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 he was not a creditor.
Art. 310. It is not worth the payment scientifically made to the creditor unable to settle, if the debtor does not prove that in his benefit he effectively reversed.
Art. 311. The bearer of the discharge is deemed to be authorized to receive payment, unless the circumstances contradict the resulting presumption.
Art. 312. If the debtor pays the creditor, in spite of being notified of the pledge made on the credit, or of the opposition to it opposed by third parties, the payment will not be valid against these, which may constrain the debtor to pay again, leaving him except for the return against the creditor.
Section III
Payment Object and Evidence
Art. 313. The creditor is not obliged to receive a payment other than that due to him, even if it is more valuable.
Art. 314. Even if the obligation has the purpose of divisible installment, the creditor cannot be obliged to receive, nor the debtor to pay, in parts, if this has not been adjusted.
Art. 315. Cash debts must be paid at maturity, in local currency and at face value, except as provided in subsequent articles.
Art. 316. It is lawful to agree on a progressive increase in successive installments.
Art. 317. When, for unforeseeable reasons, there is a manifest disproportion between the amount of the installment due and the time of its execution, the judge may correct it, at the request of the party, so as to ensure, as much as possible, the real value installment.
Art. 318. Payment agreements in gold or in foreign currency are null and void, as well as to compensate for the difference between the value of this and that of the national currency, except in the cases provided for in special legislation.
Art. 319. The debtor who pays is entitled to regular discharge, and can withhold payment, until it is given.
Art. 320. The discharge, which can always be given by private instrument, will designate the amount and type of debt paid, the name of the debtor, or whoever paid for it, the time and place of payment, with the creditor's signature or your representative.
Single paragraph. Even without the requirements established in this article, the discharge will be valid, if its terms or circumstances result in the debt having been paid.
Art. 321. In debts, the discharge of which consists in the return of the title, once the title has been lost, the debtor may demand, withholding the payment, a declaration from the creditor that makes the missing title useless.
Art. 322. When the payment is in periodic installments, the settlement of the latter establishes, until proven otherwise, the presumption that the previous ones are settled.
Art. 323. Since the payment of capital without reserve of interest, these are presumed to be paid.
Art. 324. The delivery of the title to the debtor signs the presumption of payment.
Single paragraph. The discharge thus effected will have no effect if the creditor proves, in sixty days, the non-payment.
Art. 325. The debtor is responsible for the expenses with the payment and the discharge; if there is an increase due to the creditor, the latter will bear the increased expense.
326. If payment is to be made by measure, or weight, it will be understood, in the silence of the parties, that they have accepted those at the place of execution.
Section IV
Payment Place
Art. 327. Payment will be made at the debtor's domicile, unless the parties agree otherwise, or if the contrary is the result of the law, the nature of the obligation or the circumstances.

Single paragraph. Once two or more places have been designated, it is up to the creditor to choose between them.
Art. 328. If the payment consists in the tradition of a property, or in installments related to the property, it will be made in the place where the property is located.
Art. 329. In the event of a serious reason that if payment is not made in the specified place, the debtor may do so in another, without prejudice to the creditor.
Art. 330. The payment repeatedly made in another place makes the creditor's waiver presumed in relation to what is foreseen in the contract.
Section V
Payment Time
Art. 331. Unless otherwise provided by law, since the time for payment has not been adjusted, the creditor may demand it immediately.
Art. 332. The conditional obligations are fulfilled on the date of the implementation of the condition, leaving the creditor with proof that the debtor was aware of this.
Art. 333. The creditor will have the right to collect the debt before the term stipulated in the contract or marked in this Code has expired:
I - in the event of the debtor's bankruptcy, or of a creditors' competition;
II - if the assets, mortgaged or pledged, are pledged in execution by another creditor;
III - if the debt guarantees, personal or real, cease, or become insufficient, and the debtor, summoned, refuses to reinforce them.
Single paragraph. In the cases of this article, if there is, in debt, passive solidarity, it will not be considered overdue as to the other solvent debtors.

CHAPTER II
Consignment Payment
Art. 334. It is considered payment, and extinguishes the obligation, the judicial deposit or in bank establishment of the due thing, in the legal cases and form.
335. The consignment takes place:
I - if the creditor cannot, or, without just cause, refuse to receive payment, or give discharge in due form;
II - if the creditor is not, nor does he order to receive the item in the proper place, time and condition;
III - if the creditor is unable to receive, is unknown, declared absent, or resides in an uncertain place or with dangerous or difficult access;
IV - if there is doubt about who should legitimately receive the payment object;
V - litigation is pending on the object of the payment.
336. In order for the consignment to have the force of payment, it will be necessary to compete, in relation to people, the object, mode and time, all the requirements without which the payment is not valid.
Article 337. The deposit will be required in lieu of payment, ceasing, so much so that the interest on the debt and the risks is made to the depositor, unless it is deemed unfounded.
Art. 338. As long as the creditor does not declare that he accepts the deposit, or does not contest it, the debtor may request the withdrawal, paying the respective expenses, and the obligation remaining for all legal consequences.
Art. 339. Once the deposit has been accepted, the debtor will no longer be able to withdraw it, although the creditor consents, unless in agreement with the other debtors and guarantors.
Art. 340. The creditor who, after contesting the dispute or accepting the deposit, acquiesces in the withdrawal, will lose the preference and the guarantee that they had with respect to the consigned thing, being immediately released the co-debtors and guarantors who have not agreed.
Art. 341. If the due thing is immovable or certain body that must be delivered in the same place where it is, the debtor may quote the creditor to come or have it received, under penalty of being deposited.
Art. 342. If the choice of the indeterminate thing is up to the creditor, he will be summoned for that purpose, under the obligation to lose the right and to deposit the thing that the debtor chooses; Once the choice has been made by the debtor, it will proceed as in the previous article.
Art. 343. The expenses with the deposit, when deemed valid, will be borne by the creditor, and, if not, by the debtor.
Art. 344. The debtor of the litigated obligation will exonerate himself by means of consignment, but if he pays any of the intended creditors, having knowledge of the dispute, he will assume the risk of payment.

Art. 345. If the debt is due, pending a dispute between creditors who are mutually exclusive, any of them may request the assignment.

CHAPTER III
Payment with Sub-Rogation

Art. 346. The subrogation operates, in full right, in favor:
I - the creditor who pays the debt of the common debtor;
II - the buyer of the mortgaged property, who pays the mortgagee, as well as the third party who makes the payment in order not to be deprived of the right over the property;
III - the interested third party, who pays the debt for which he was or could be obliged, in whole or in part.
347. Subrogation is conventional:
I - when the creditor receives payment from a third party and expressly transfers all its rights to it;
II - when a third person lends to the debtor the amount needed to settle the debt, under the express condition that the lender is subrogated to the rights of the satisfied creditor.
Art. 348. In the event of item I of the preceding article, the provisions regarding the assignment of credit will be in force.
Art. 349. The subrogation transfers to the new creditor all the 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 creditor's rights and shares, until the sum he has disbursed to release the debtor.
Art. 351. The original creditor, only partially reimbursed, will have preference to the subrogee, in the collection of the remaining debt, if the debtor's assets do not arrive to fully pay off that one and the other duty.

CHAPTER IV
Payment Imputation

Art. 352. The person obliged by two or more debts of the same nature, to a single creditor, has the right to indicate which one offers payment, if all are liquid and overdue.
Art. 353. As the debtor has not declared in which of the net and overdue debts he wants to imput the payment, if he accepts the discharge of one of them, he will not have the right to complain against the imputation made by the creditor, except proving that he committed violence or fraud.
Art. 354. If there is capital and interest, the payment will be charged first to the accrued interest, and then to the capital, unless otherwise stipulated, or if the creditor passes the discharge on behalf of the capital.
Art. 355. If the debtor fails to indicate art. 352, and the discharge is silent as to the imputation, this will be done in the net debts and due in the first place. If the debts are all liquid and due at the same time, the imputation will be made in the most expensive.

CHAPTER V
Donation in Payment

Art. 356. The creditor may consent to receive installments other than those due to him.
Art. 357. Once the price of the thing given in payment is determined, the relations between the parties will be regulated by the rules of the purchase and sale contract.
Art. 358. If the thing given in payment is a credit instrument, the transfer will be transferred.
Art. 359. If the creditor is evicted from the thing received in payment, the primitive obligation will be reestablished, the discharge given having no effect, with due regard for the rights of third parties.

CHAPTER VI
OF NEWION

Art. 360. The novation takes place:
I - when the debtor incurs a new debt with the creditor to extinguish and replace the previous one;
II - when a new debtor succeeds the old one, the latter remaining with the creditor;
III - when, due to a new obligation, another creditor is replaced by the old one, the debtor being left with it.
Art. 361. In the absence of the spirit to renew, expressed or tacit but unequivocal, the second obligation simply confirms the first.
Art. 362. Novation by substitution of the debtor can be carried out regardless of his consent.
Art. 363. If the new debtor is insolvent, the creditor, who accepted him, does not have regressive action against the first, unless the latter obtained the replacement in bad faith.

Art. 364. The novation extinguishes the debt accessories and guarantees, whenever there is no stipulation to the contrary. However, it will not take advantage of the creditor to save the pledge, mortgage or anthrax, if the assets given in guarantee belong to a third party that was not a party to the novation.
Art. 365. Once the novation between the creditor and one of the solidary debtors is operated, only on the assets of which the new obligation is contracted, the preferences and guarantees of the novated credit remain. The other solidary debtors are therefore exonerated.
Art. 366. The guarantor exonerates the novation made without his consent with the principal debtor.
Art. 367. Except for the obligations that are simply annullable, null or extinct obligations cannot be object of novation.

CHAPTER VII
Compensation

Article 368. If two people are both creditor and debtor to each other, the two obligations are extinguished, as far as they are offset.
Article 369. Compensation takes place between liquid, overdue and fungible debts.
Art. 370. Although fungible things, the object of the two installments, are of the same type, they will not be compensated, as it is verified that they differ in quality, when specified in the contract.
Art. 371. The debtor can only compensate with the creditor what he owes; but the guarantor can offset his debt with that of his creditor to the bailee.
Art. 372. The favor terms, although enshrined in general use, do not prevent compensation.
Art. 373. The difference of cause in the debts does not prevent compensation, except:
I - if it is caused by debris, theft or robbery;
II - if one originates from lending, storage or food;
III - if one is something that cannot be seized.
Art. 374. (Repealed by Law No. 10,677, dated 5.22.2003)
Art. 375. There will be no compensation when the parties, by mutual agreement, exclude it, or in the case of prior resignation of one of them.
Art. 376. If a person is obliged by a third party, he cannot compensate that debt with which his creditor owes him.
Art. 377. The debtor who, notified, does not oppose the assignment that the creditor makes to third parties of his rights, cannot oppose the compensation to the assignee, which before the assignment could have opposed the assignor. If, however, the assignment has not been notified to you, you may oppose the assignee to offset the credit you previously had against the assignor.
Art. 378. When the two debts are not payable in the same place, they cannot be compensated without deducting the expenses necessary for the operation.
Art. 379. If the same person is obliged for several compensable debts, the rules established regarding the imputation of payment will be observed, when compensating them.
Art. 380. Compensation is not permitted to the detriment of the right of a third party. The debtor who becomes the creditor of his creditor, after having secured his credit, cannot oppose the enforceable compensation, which he would have against the creditor himself.

CHAPTER VIII
Of Confusion

Art. 381. The obligation is extinguished, provided that the qualities of creditor and debtor are confused in the same person.
Art. 382. Confusion can occur with respect to the entire debt, or only part of it.
Art. 383. The confusion made in the person of the solidary creditor or debtor only extinguishes the obligation until the competition of the respective party in the credit, or in the debt, remains, as far as solidarity is concerned.
Art. 384. Once the confusion ceases, the previous obligation is immediately reestablished, with all its accessories.

CHAPTER IX
Debt Remission

Art. 385. The debt forgiveness, accepted by the debtor, extinguishes the obligation, but without prejudice to a third party.
Art. 386. The voluntary return of the bond title, when in private writing, proves exemption from the debtor and his co-obligors, if the creditor is able to sell, and the debtor is able to acquire.

Art. 387. The voluntary return of the pledged object proves the creditor's waiver of the security interest, not the extinction of the debt.
Art. 388. The remission granted to one of the co-debtors extinguishes the debt in the part corresponding to it; so that, while the creditor still reserves solidarity against others, he can no longer collect the debt without deducting the part remitted.

TITLE IV
Default of Obligations
CHAPTER I
General Provisions

Art. 389. If the obligation is not fulfilled, the debtor is liable for losses and damages, plus interest and monetary restatement according to regularly established official indexes, and attorney fees.
390. In negative obligations, the debtor is considered to be in default from the day on which he performed the act that he should abstain from.
Art. 391. For the default of obligations all debtor's assets are liable.
Art. 392. In beneficial contracts, the contractor is liable for simple fault, whom the contract takes advantage of, and for fraud who is not in favor. In onerous contracts, each party is liable for fault, except for exceptions provided for by law.
Art. 393. The debtor is not liable for damages resulting from unforeseeable circumstances or force majeure, if expressly not responsible for them.
Single paragraph. The act of God or force majeure occurs in the necessary fact, the effects of which it was not possible to prevent or prevent.

CHAPTER II
Da Mora

Art. 394. The debtor who fails to make the payment and the creditor who does not want to receive it in the time, place and form established by law or convention is considered to be in arrears.
Art. 395. The debtor is liable for the damages his arrears cause, plus interest, updating of monetary values according to regularly established official indexes, and attorney fees.
Single paragraph. If the installment, due to the delay, becomes useless to the creditor, he may discard it, and demand the satisfaction of the losses and damages.
Art. 396. If there is no fact or omission attributable to the debtor, the latter does not incur a delay.
Art. 397. The default, positive and net, at its end, constitutes the debtor in full default.
Single paragraph. If there is no term, the delay is constituted upon judicial or extrajudicial challenge.
Art. 398. In obligations arising from an unlawful act, the debtor in arrears is considered, since he practiced it.
Art. 399. The defaulting debtor is liable for the impossibility of providing the service, although this impossibility results from unforeseeable circumstances or force majeure, if these occur during the delay; unless it proves exemption from guilt, or that the damage would still occur when the obligation was timely performed.
Art. 400. The default of the creditor removes the debtor exempt from deception from the responsibility for the conservation of the thing, obliges the creditor to reimburse the expenses employed in preserving it, and subject him to receive it for the most favorable estimate to the debtor, if its value fluctuates between the day established for payment and the day of its execution.
Art. 401. The arrears are purged:
I - by the debtor, offering the installment plus the importance of the losses arising from the day of the offer;
II - by the creditor, offering to receive payment and subject to the effects of the delay until the same date.

CHAPTER III
Losses and Damages

402. Except for the exceptions expressly provided for by law, the losses and damages due to the creditor include, in addition to what he effectively lost, which reasonably failed to profit.
403. Even if the non-execution results from the debtor's intent, the losses and damages only include the actual losses and loss of profits due to its direct and immediate effect, without prejudice to the provisions of the procedural law.
Art. 404. Losses and damages, in the obligations of payment in cash, will be paid with monetary restatement according to official indexes regularly established, covering interest, costs and attorney fees, without prejudice to the conventional penalty.

Single paragraph. Proved that the default interest does not cover the loss, and in the absence of a conventional penalty, the judge may grant the creditor additional compensation.
Art. 405. Interest on arrears is counted from the initial summons.

CHAPTER IV
Legal Interest

Art. 406. When default interest is not agreed, or without a stipulated fee, or when it comes from the determination of the law, it will be fixed according to the rate that is in force for the late payment of taxes due to the National Treasury.
Art. 407. Even if no loss is claimed, the debtor is obliged to pay interest on arrears, which will thus be counted for debts in cash, as well as for benefits of another nature, once the monetary value is fixed by judicial sentence, arbitration, or agreement between the parties.

CHAPTER V
Penal Clause

Art. 408. The debtor incurs the penal clause in full right, provided that, culpably, he fails to comply with the obligation or constitutes a default.
Art. 409. The penal clause stipulated in conjunction with the obligation, or in a later act, may refer to the complete non-execution of the obligation, to that of any special clause or simply to arrears.
Article 410. When the penal clause is stipulated in the event of a total default of the obligation, this will become an alternative for the benefit of the creditor.
Art. 411. When the penal clause is stipulated for the case of default, or in special security of another determined clause, the creditor will have the discretion to demand the satisfaction of the penalty imposed, together with the performance of the principal obligation.
Art. 412. The amount of the fee imposed in the penal clause cannot exceed that of the main obligation.
Art. 413. The penalty should be reduced equitably by the judge if the main obligation has been met in part, or if the amount of the penalty is manifestly excessive, considering the nature and purpose of the deal.
Art. 414. If the obligation is indivisible, all debtors, if one of them fails, will incur the penalty; but the latter can only fully sue the culprit, each of whom is responsible only for his share.
Single paragraph. Those who are not guilty are entitled to regressive action against those who caused the penalty.
Art. 415. When the obligation is divisible, only the debtor or heir of the debtor who violates it, and proportionately to his part in the obligation, incurs the penalty.
Art. 416. To demand the conventional penalty, it is not necessary for the creditor to claim loss.
Single paragraph. Even if the damage exceeds that provided for in the penal clause, the creditor cannot demand additional compensation if it was not agreed. If so, the penalty is a minimum of the indemnity, and the creditor must prove the excess loss.

CHAPTER VI
Das Arras or Sign

Art. 417. If, at the time of the conclusion of the contract, one party gives the other, by way of entrainment, money or another movable asset, the entrainments, in case of execution, must be returned or computed in the due installment, if of the same main gender.
Art. 418. If the party that gave the instructions does not execute the contract, the other party may have it undone, retaining them; if the non-execution is from those who received the slips, those who gave them may have the contract undone, and demand their return plus the equivalent, with monetary restatement according to regularly established official indexes, interest and attorney fees.
Art. 419. The innocent party may request supplementary compensation, if it proves to be more prejudiced, with the drag as a minimum fee. The innocent party can also demand the execution of the contract, with the losses and damages, being worth the damage as the minimum of the indemnity.
Art. 420. If in the contract the right of repentance is stipulated for any of the parties, the entrainment or signal will only have an indemnity function. In this case, whoever gave them will lose them to 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 compensation.

TITLE V
Contracts in General

CHAPTER I
General Provisions
Section I
Preliminary
Art. 421. Contractual freedom will be exercised within the limits of the social function of the contract. (Wording given by Law nº 13,874, of 2019)
Single paragraph. In private contractual relations, the principle of minimum intervention and the exceptionality of contractual review will prevail. (Included by Law No. 13,874, of 2019)
Art. 421-A. Civil and business contracts are assumed to be equal and symmetrical until the presence of concrete elements that justify the removal of this presumption, except for the legal regimes provided for in special laws, also guaranteeing that: (Included by Law No. 13,874, of 2019)
I - the negotiating parties may establish objective parameters for the interpretation of the negotiation clauses and their assumptions for review or resolution; (Included by Law No. 13,874, of 2019)
II - the risk allocation defined by the parties must be respected and observed; and (Included by Law No. 13,874, of 2019)
III - the contractual review will only occur in an exceptional and limited manner. (Included by Law No. 13,874, of 2019)
Art. 422. The contractors are obliged to keep, both at the conclusion of the contract, as well as in its execution, the principles of probity and good faith.
Art. 423. When there are ambiguous or contradictory clauses in the adhesion contract, the interpretation most favorable to the adherent must be adopted.
Art. 424. In the adhesion contracts, the clauses that stipulate the adherent's early waiver of rights resulting from the nature of the business are null and void.
Art. 425. It is lawful for the parties to stipulate atypical contracts, observing the general rules established in this Code.
Art. 426. The inheritance of a living person cannot be contracted.
Section II
Formation of Contracts
Art. 427. The contract proposal obliges the proponent, if the opposite does not result from its terms, the nature of the deal, or the circumstances of the case.
Art. 428. The proposal is no longer mandatory:
I - if the person present was made without a deadline, it was not immediately accepted. The person who hires by phone or similar means is also considered present;
II - if, without due time, the absent person has elapsed sufficient time to reach the answer to the proposer's knowledge;
III - if, after the absent person, the answer has not been sent within the given period;
IV - if, before it, or at the same time, the retraction of the proponent becomes known to the other party.
Art. 429. The offer to the public is equivalent to the proposal when it closes the essential requirements of the contract, unless the contrary results from circumstances or uses.
Single paragraph. The offer may be revoked by the same means of disclosure, provided that this option is reserved in the offer made.
Art. 430. If the acceptance, due to unforeseen circumstances, comes late to the knowledge of the proponent, he will immediately communicate it to the acceptor, under penalty of being responsible for losses and damages.
Art. 431. Acceptance out of time, with additions, restrictions, or modifications, will import a new proposal.
Art. 432. If the deal is for those in which express acceptance is not customary, or the tenderer has dismissed it, the contract will be deemed to have been concluded and the refusal will not arrive in time.
Art. 433. Acceptance is considered non-existent, if before it or with the proponent the retraction of the acceptor arrives.
Art. 434. Contracts between absentees become perfect since the acceptance is issued, except:
I - in the case of the previous article;
II - if the proponent has committed to waiting for a response;
III - if it does not arrive within the agreed deadline.
Art. 435. The contract will be considered to have been concluded in the place where it was proposed.
Section III
Stipulation in Favor of a Third Party
Art. 436. What is stipulated in favor of a third party may require compliance with the obligation.

Single paragraph. The third party, in favor of those who have stipulated the obligation, is also allowed to demand it, being, however, subject to the conditions and norms of the contract, if he agrees to it, and the stipulator does not innovate it under the terms of art. 438.
Art. 437. If the third party, in favor of the contractor, leaves the right to claim the performance, the stipulator cannot exonerate the debtor.
Art. 438. The stipulator may reserve the right to replace the third party designated in the contract, regardless of his consent and that of the other contractor.
Single paragraph. The substitution can be made by an act between the living or by a disposition of last will.
Section IV
From the Third Party Promise
Art. 439. Whoever has promised the fact of a third party will be responsible for losses and damages, when he does not execute it.
Single paragraph. Such responsibility will not exist if the third party is the spouse of the promissant, depending on his consent the act to be practiced, and provided that, under the marriage regime, the indemnity, in some way, falls on his assets.
Art. 440. There will be no obligation for anyone who undertakes for another person, if the latter, after being obliged, fails to provide the service.
Section V
Of Redibitory Vices
Art. 441. The thing received by virtue of a commutative contract can be rejected by hidden vices or defects, which make it unfit for its intended use, or decrease its value.
Single paragraph. The provision of this article applies to onerous donations.
Art. 442. Instead of rejecting the thing, redacting the contract (art. 441), the buyer can claim a reduction in the price.
Art. 443. If the seller knew the defect or defect of the thing, he will return what he received with losses and damages; if you did not know it, you will only refund the amount received, plus the contract expenses.
Art. 444. The alienator's responsibility remains even if the thing perishes in the alienator's possession, if it perishes by hidden vice, already existing at the time of tradition.
Art. 445. The purchaser declines the right to obtain a reduction or reduction in the price within thirty days if the thing is movable, and one year if it is immovable, counted from the actual delivery; if it was already in possession, the term is counted from the sale, reduced by half.
§ 1 When the addiction, by its nature, can only be known later, the term will count from the moment in which it becomes aware, up to the maximum term of one hundred and eighty days, in the case of movable property; and one year for real estate.
§ 2 o In the case of the sale of animals, the warranty terms for hidden vices will be those established in a special law, or, failing this, by local uses, applying the provisions of the preceding paragraph if there are no rules governing the matter .
Art. 446. The terms of the preceding article will not run under the guarantee clause; but the purchaser must report the defect to the seller within thirty days after its discovery, under penalty of decay.
Section VI
Eviction
Art. 447. In onerous contracts, the seller is responsible for eviction. This guarantee remains even if the acquisition was made at public auction.
Art. 448. The parties may, by express clause, reinforce, decrease or exclude liability for eviction.
Art. 449. Notwithstanding the clause that excludes the guarantee against eviction, if this occurs, the evicto has the right to receive the price he paid for the evicta thing, if he did not know about the eviction risk, or, informed of it, did not. took on.
Art. 450. Unless stipulated to the contrary, the evicto is entitled, in addition to the full refund of the price or the amounts he paid:
I - the indemnity of the fruits that you have been obliged to return;
II - the indemnity for the expenses of the contracts and for the losses that directly result from the eviction;
III - at court costs and the attorney's fees.
Single paragraph. The price, be it total or partial eviction, will be that of the value of the thing, at the time it became evident, and proportional to the embezzlement suffered, in the case of partial eviction.
Art. 451. This obligation remains for the seller, even if the thing sold is deteriorated, except in the case of intent by the buyer.

Art. 452. If the acquirer has benefited from the deteriorations, and has not been ordered to indemnify them, the value of the advantages will be deducted from the amount that the alienator will give him.
Art. 453. Necessary or useful improvements, not paid to the person who suffered the eviction, will be paid by the seller.
Art. 454. If the improvements paid to the person who suffered the eviction were made by the seller, their value will be taken into account in the due refund.
Art. 455. If partial, but considerable, is the eviction, the evicte may choose between the termination of the contract and the refund of part of the price corresponding to the embezzlement suffered. If it is not considerable, it will only be entitled to indemnity.
Art. 456. (Repealed by Law No. 13,105, 2015) (Effective)
Art. 457. The buyer cannot demand eviction, if he knew that the thing was alien or litigious.
Section VII
Random Contracts
Art. 458. If the contract is random, as it relates to future things or facts, the risk of which one of the contracting parties does not assume, you will have the other right to receive in full what was promised, as long as you do not there was no intent or guilt, even though nothing from the avenue exists.
Art. 459. If it is random, because future things are subject to it, taking the risk of the acquirer to exist in any quantity, the alienator will also have the right at any price, as long as his fault has not contributed, even if the thing comes to exist in less than expected.
Single paragraph. But, if nothing comes into existence, there will be no sale, and the seller will refund the price received.
Art. 460. If the contract is random, as it refers to existing things, but exposed to risk, assumed by the acquirer, the seller will also have the right at any price, since the thing no longer existed, in part, or at all on the day of the contract.
Art. 461. The random sale referred to in the preceding article may be canceled as willful by the aggrieved party, if it proves that the other contractor did not ignore the consummation of the risk, to which the contract considered itself exposed.
Section VIII
The Preliminary Contract
Art. 462. The preliminary contract, except for the form, must contain all the essential requirements for the contract to be signed.
Art. 463. Upon conclusion of the preliminary contract, in compliance with the provisions of the preceding article, and provided that it does not contain a clause of repentance, either party will have the right to demand the execution of the definitive, signing a term for the other to execute it.
Single paragraph. The preliminary contract must be taken to the competent registry.
Art. 464. After the period has elapsed, the judge may, at the request of the interested party, supply the will of the defaulting party, giving definitive character to the preliminary contract, unless the nature of the obligation is opposed to this.
Art. 465. If the stipulator does not execute the preliminary contract, the other party may consider it undone, and request losses and damages.
Art. 466. If the contract promise is unilateral, the creditor, under penalty of having the same effect without effect, must manifest itself within the term foreseen in it, or, in the absence of this, in what is reasonably signed by the debtor.
Section IX
Contract with Person to Be Declared
Art. 467. At the time of conclusion of the contract, one of the parties may reserve the right to indicate the person who must acquire the rights and assume the obligations arising therefrom.
Art. 468. This indication must be communicated to the other party within five days of the conclusion of the contract, if another has not been stipulated.
Single paragraph. The nominee's acceptance will not be effective unless it is dressed in the same way as the parties used for the contract.
Art. 469. The person, appointed in accordance with the preceding articles, acquires the rights and assumes the obligations arising from the contract, from the moment it was signed.
Art. 470. The contract will be effective only between the original contractors:
I - if there is no indication of a person, or if the nominee refuses to accept it;
II - if the person named was insolvent, and the other person was not aware of it at the time of appointment.

Art. 471. If the person to be appointed was incapable or insolvent at the time of appointment, the contract will take effect among the original contractors.

CHAPTER II
Contract Termination

Section I
Cancelation

Art. 472. The cancellation is made in the same way as required for the contract.

Art. 473. Unilateral resilience, in cases where the law expressly or implicitly permits, operates through a denunciation 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 execution, the unilateral denunciation will only take effect after a period compatible with the nature and size of the investments has passed.

Section II
Resolutive Clause

Art. 474. The express resolution clause operates in its own right; tacit depends on judicial challenge.

Art. 475. The party injured by the default can request the termination of the contract, if it does not prefer to demand compliance with it, in any case, indemnification for losses and damages.

Section III
Exception of Unfulfilled Contract

Art. 476. In bilateral contracts, none of the contractors, before fulfilling their obligation, may require the implementation of the other.

Art. 477. If, after the contract is concluded, one of the contracting parties experiences a decrease in its assets capable of compromising or making doubtful the performance for which it is obliged, the other may refuse the performance incumbent on it, until that satisfy the competitor or give enough assurance of satisfying it.

Section IV
Resolution for Excessive Burden

Art. 478. In contracts of continuous or deferred execution, if the performance of one of the parties becomes excessively onerous, with extreme advantage for the other, due to extraordinary and unpredictable events, the debtor may request the termination of the contract. The effects of the sentence to be decreed will be retroactive to the date of the summons.

Art. 479. The resolution may be avoided, offering the defendant to equitably modify the conditions of the contract.

Art. 480. If the obligations of the contract fall to only one of the parties, it may request that its performance be reduced, or the way of carrying it out changed, in order to avoid excessive costs.

TITLE VI
Of the Various Kinds of Contract

CHAPTER I
Purchase and Sale

Section I
General Provisions

Art. 481. Under the purchase and sale contract, one of the contractors is obliged to transfer the domain of a certain thing, and the other, to pay a certain price in cash.

Art. 482. The purchase and sale, when pure, will be considered mandatory and perfect, as long as the parties agree on the object and the price.

Art. 483. The purchase and sale may have as object current or future. In this case, the contract will have no effect if it does not exist, unless the intention of the parties was to conclude a random contract.

Art. 484. If the sale is carried out in sight of samples, prototypes or models, it will be understood that the seller ensures that the thing has the qualities that correspond to them.

Single paragraph. The sample, the prototype or the model prevails, if there is a contradiction or difference with the way in which the thing was described in the contract.

Art. 485. The fixing of the price can be left to the discretion of the third party, which the contractors will soon designate or promise to designate. If the third party does not accept the assignment, the contract will have no effect, except when the contracting parties agree to appoint another person.

Art. 486. Price fixing at the market or exchange rate may also be left on a certain day and place.
Art. 487. It is lawful for the parties to fix the price according to indexes or parameters, as long as they are susceptible of objective determination.
Art. 488. The sale is agreed without price or criteria for its determination, if there is no official table, it is understood that the parties were subject to the current price in the seller's usual sales.
Single paragraph. In the absence of an agreement, due to the diversity of prices, the medium term will prevail.
Art. 489. The purchase and sale contract is null and void, when the price is left to the exclusive discretion of one of the parties.
Art. 490. Except for a clause to the contrary, the costs of writing and registration will be borne by the buyer, and the seller will be charged for those of tradition.
Art. 491. As the sale is not on credit, the seller is not obliged to deliver the thing before receiving the price.
Art. 492. Until the moment of tradition, the risks of the thing are borne by the seller, and those of the price by the buyer.
§ 1 However, fortuitous cases, occurring in the act of counting, marking or marking things, which are commonly received, counting, weighing, measuring or marking, and which have already been made available to the buyer, will be charged to him.
§ 2 o The risks of such things will also be borne by the buyer, if he is in arrears to receive them, when they are made available at the time, place and manner adjusted.
Art. 493. The tradition of the thing sold, in the absence of express stipulation, will take place in the place where it was, at the time of the sale.
Art. 494. If the thing is shipped to a different place, by order of the buyer, at its own expense, the risks will be taken, once delivered to whoever will transport it, unless the seller leaves the instructions.
Art. 495. Notwithstanding the adjusted period for payment, if before the tradition the buyer falls into insolvency, the seller may remain in the delivery of the thing, until the buyer gives him the security to pay within the agreed time.
Art. 496. The sale from ascending to descending is voidable, unless the other descendants and the alienating spouse have expressly consented.
Single paragraph. In both cases, the spouse's consent is waived if the property regime is that of mandatory separation.
Art. 497. Under penalty of nullity, the following cannot be purchased, even at public auction:
I - by tutors, trustees, executors and administrators, the assets entrusted to their custody or administration;
II - by public servants, in general, the assets or rights of the legal entity to which they serve, or which are under their direct or indirect administration;
III - by the judges, court secretaries, arbitrators, experts and other servants or assistants of justice, the assets or rights over which to litigate in court, court or council, in the place where they serve, or to which their authority extends;
IV - by the auctioneers and their agents, the goods whose sale they are in charge of.
Single paragraph. The prohibitions in this article extend to the assignment of credit.
Art. 498. The prohibition contained in item III of the preceding article does not include cases of purchase and sale or assignment between co-heirs, or in payment of debt, or to guarantee assets already belonging to persons designated in said item.
Art. 499. The purchase and sale between spouses is lawful, in relation to goods excluded from the communion.
Art. 500. If, in the sale of a property, the price is stipulated by measure of extension, or if the respective area is determined, and this does not correspond, in any case, to the dimensions given, the buyer will have the right to demand the complement of the area, and, if this is not possible, to claim the termination of the contract or reduction proportional to the price.
§ 1 o It is presumed that the reference to the dimensions was simply enunciative, when the difference found does not exceed one twentieth of the total area stated, subject to the buyer having the right to prove that, in such circumstances, he would not have carried out the deal.
§ 2 o If instead of a shortage there is an excess, and the seller proves that he had reason to ignore the exact measure of the area sold, it will be up to the buyer, at his choice, to complete the amount corresponding to the price or return the excess.
§ 3 o There will be no area supplement or excess return, if the property is sold as a certain and discriminated thing, the reference to its dimensions was only enunciative, even though it is not expressly stated that the sale was ad corpus .

Art. 501. The seller or the buyer who fails to do so within one year, counting from the registration of the title, declines the right to propose the actions provided for in the preceding article.
Single paragraph. If there is a delay in the immission of possession in the property, attributable to the seller, the decadence period will flow from it.
Art. 502. The seller, unless otherwise agreed, is responsible for all debts that record the thing until the moment of tradition.
Art. 503. In things sold together, the hidden defect of one does not authorize the rejection of all.
Art. 504. A joint owner in an indivisible thing cannot sell his share to strangers, if another consort wants it, so much for so much. The tenant, who is not aware of the sale, may, by depositing the price, have the part sold to strangers, if required within a period of one hundred and eighty days, under penalty of decay.
Single paragraph. Since there are many tenants, it will prefer the one with the most value improvements and, in the absence of improvements, the one with the largest share. If the parts are the same, the part will be sold to the co-owners, who want it, depositing the price in advance.
Section II
From Special Clauses to Buying and Selling
Subsection I
From Retrovenda
Art. 505. The seller of immovable property may reserve the right to recover it within a maximum period of three years, repaying the price received and reimbursing the buyer's expenses, including those that, during the redemption period, made with their written authorization, or for the performance of necessary improvements.
Art. 506. If the buyer refuses to receive the amounts to which he is entitled, the seller, in order to exercise the right of redemption, will deposit them in court.
Single paragraph. Once the insufficiency of the judicial deposit is verified, the seller will not be refunded in the domain of the thing, until and until the buyer is fully paid.
Art. 507. The right to portrait, which is accessible and transferable to heirs and legatees, may be exercised against the third acquirer.
Art. 508. If two or more persons have the right to portrait on the same property, and only one exercises it, the buyer can subpoena the others to agree on it, prevailing the pact in favor of those who made the deposit, provided that be integral.
Subsection II
From Sale to Content and Subject to Proof
Art. 509. The sale made to the satisfaction of the buyer is understood to be carried out under a suspensive condition, even if the thing has been delivered to him; and it will not be considered perfect until the purchaser expresses its satisfaction.
Art. 510. The sale subject to proof is also presumed to be made under the suspensive condition that the thing has the qualities ensured by the seller and is suitable for the purpose for 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 a mere lender, as long as he does not manifest accepting it.
Art. 512. In the absence of a stipulated period for the buyer to declare, the seller will have the right to subpoena him, judicially or extrajudicially, so that he can do so within an unextended period.
Subsection III
Preemption or Preference
Art. 513. Preemption, or preference, imposes on the buyer the obligation to offer the seller the thing that he is going to sell, or give as payment, so that he can use his right to prelude in the purchase, both for that reason.
Single paragraph. The term for exercising the preemptive right may not exceed one hundred and eighty days, if the thing is movable, or two years, if immovable.
Art. 514. The seller may also exercise his right to speak, summoning the buyer, when he is told that he is going to sell the thing.
Art. 515. Whoever exercises the preference is, under penalty of losing it, obliged to pay, under equal conditions, the price found, or the adjusted one.
Art. 516. In the absence of a stipulated period, the preemption right will expire, if the thing is mobile, not being exercised within three days, and, if it is immovable, not being exercised within the sixty days following the date on which the buyer has notified the seller .
Art. 517. When the right of preemption is stipulated in favor of two or more individuals in common, it can only be exercised in relation to the whole thing. If any person, whom he touches, loses or does not exercise his right, the others may use it in the above form.

Art. 518. The buyer will be responsible for losses and damages, if he disposes of the thing without having given the seller knowledge of the price and the advantages offered by it. The purchaser will respond jointly if he has acted in bad faith.
Art. 519. If the thing expropriated for the purposes of necessity or public utility, or for social interest, does not have the destination for which it was expropriated, or is not used in public works or services, the expropriated right of preference will fall at the current price of the thing.
Art. 520. The preemptive right cannot be assigned or passed on to the heirs.

Subsection IV

Sale with Domain Reservation

Art. 521. In the sale of movable goods, the seller may reserve the property for himself, until the price is fully paid.
Art. 522. The domain reservation clause will be stipulated in writing and depends on registration at the buyer's home to be valid against third parties.
Art. 523. The unsusceptible thing of perfect characterization cannot be the object of sale with reserve of domain, to shake it of other similar ones. When in doubt, it is decided in favor of the third party in good faith.
Art. 524. The transfer of ownership to the buyer occurs at the moment when the price is fully paid. However, for the risks of the thing, the buyer responds, from when it was delivered to him.
Art. 525. The seller may only execute the domain reservation clause after constituting the buyer in arrears, upon protest of the title or judicial challenge.
Art. 526. Once the buyer's arrears are verified, the seller may bring against him the competent action for the collection of overdue and overdue installments and whatever else is due; or you can regain possession of the thing sold.
Art. 527. In the second hypothesis of the preceding article, the seller is allowed to retain the installments paid until necessary to cover the depreciation of the thing, the expenses incurred and the more that is due to him. The surplus will be returned to the buyer; and what is missing will be charged, all in the form of procedural law.
Art. 528. If the seller receives the payment in cash, or, later, through the financing of a capital market institution, the latter shall be entitled to exercise the rights and actions arising from the contract, to the benefit of any other. The financial transaction and the respective awareness of the buyer will be recorded in the contract record.

Subsection V

Sale About Documents

Art. 529. In the sale of 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 its silence, by the uses.
Single paragraph. If the documentation is in order, the buyer cannot refuse payment, under the pretext of quality defect or the condition of the thing sold, unless the defect has already been proven.
Art. 530. If there is no stipulation to the contrary, payment must be made on the date and place of delivery of the documents.
Art. 531. If among the documents delivered to the buyer there is an insurance policy that covers the risks of transportation, these are at the buyer's account, unless, at the conclusion of the contract, the seller was aware of the loss or damage of the thing.
Art. 532. Once payment is made through a bank, it will be incumbent upon the client to deliver the documents, without obligation to check the thing sold, for which he is not responsible.
Single paragraph. In this case, only after the bank has refused to make the payment, can the seller claim it, directly from the buyer.

CHAPTER II

Exchange or Exchange

Art. 533. The provisions relating to purchase and sale apply to the exchange, with the following modifications:
I - unless otherwise specified, each of the contractors will pay half of the expenses with the exchange instrument;
II - the exchange of unequal values between ascendants and descendants is voidable, without the consent of the other descendants and the alienating spouse.

CHAPTER III

Estimated Contract

Art. 534. Under the estimated contract, the consignor delivers movable goods to the consignee, who is authorized to sell them, paying the consignee the adjusted price, unless he prefers, within the established period, to return the consigned thing to him.

Art. 535. The consignee is not exempt from the obligation to pay the price, if the return of the thing, in its entirety, becomes impossible, even if due to a fact not attributable to him.
Art. 536. The consigned thing cannot be the object of attachment or kidnapping by the consignee's creditors, until the full price has been paid.
Art. 537. The consignor cannot dispose of the thing until it has been returned or the refund has been communicated to him.

CHAPTER IV
Donation

Section I
General Provisions

Art. 538. A contract is considered a donation in which a person, by way of liberality, transfers assets or advantages from his assets to that of another.
Art. 539. The donor may set a deadline for the grantee to declare whether or not to accept liberality. As long as the grantee, aware of the deadline, does not make the declaration within it, it will be understood that he accepted, if the donation is not subject to charge.
Art. 540. The donation made in contemplation of the merit of the donor does not lose the character of liberality, as the remuneration donation, or the engraved one, does not lose, in excess of the value of the paid services or the imposed charge.
Art. 541. The donation will be made by public deed or private instrument.
Single paragraph. The verbal donation will be valid, if, dealing with movable and small value goods, if you follow the tradition incontinent.
Art. 542. The donation made to the unborn child will be valid, being accepted by its legal representative.
Art. 543. If the grantee is absolutely incapable, acceptance is dispensed, provided that it is a pure donation.
Art. 544. The donation of ascendants to descendants, or from one spouse to another, requires an advance of what is due to them by inheritance.
Art. 545. The donation in the form of a periodic subsidy to the beneficiary is extinguished by the death of the donor, unless otherwise provided, but cannot exceed the life of the donor.
Art. 546. The donation made in contemplation of a future marriage with a certain and determined person, either by the newlyweds among themselves, or by a third party to one of them, to both, or to the children who, in the future, have each other, cannot be contested for lack of acceptance, and will only be void if the marriage does not take place.
Art. 547. The donor may stipulate that the donated goods return to his patrimony, if he survives the grantee.
Single paragraph. There is no reversal clause in favor of a third party.
Art. 548. The donation of all goods without reservation of part or sufficient income for the donor's subsistence is null.
Art. 549. The donation is also void as to the part that exceeds that which the donor, at the moment of liberality, could dispose of in a will.
550. The adulterous spouse's donation to his or her accomplice may be canceled by the other spouse, or by his / her necessary heirs, up to two years after the conjugal partnership is dissolved.
Art. 551. Unless otherwise stated, the donation in common to more than one person is understood to be equally distributed among them.
Single paragraph. If the grantees, in such a case, are husband and wife, the donation to the surviving spouse will remain in full.
Art. 552. The donor is not obliged to pay default interest, nor is he subject to the consequences of eviction or reductive bias. In donations for marriage to a certain person, the donor will be subject to eviction, unless otherwise agreed.
Art. 553. The grantee is obliged to fulfill the donation charges, if they are for the benefit of the donor, a third party, or the general interest.
Single paragraph. If the latter is the charge, the Public Prosecutor's Office may demand its execution, after the donor's death, if the donor has not already done so.
Art. 554. The donation to a future entity will expire if, in two years, it is not constituted regularly.

Section II
Donation Revocation

Art. 555. The donation may be revoked due to the donator's ingratitude, or due to non-performance of the charge.

Art. 556. It is not possible to waive in advance the right to revoke liberality by ingratitude of the grantee.
Art. 557. Donations may be revoked ungrateful:
I - if the grantee attempted against the life of the donor or committed a crime of intentional homicide against him;
II - a physical offense was committed against him;
III - if you have seriously injured or slandered him;
IV - if, being able to administer them, he refused the donor the food he needed.
Art. 558. Revocation may also occur when the victim, in the cases of the previous article, is the spouse, ascendant, descendant, even if adopted, or the donor's brother.
Art. 559. The revocation for any of these reasons must be requested within one year, counting from when the fact that authorizes it comes to the knowledge of the donor, and that the author has been the author.
Art. 560. The right to revoke the donation is not transferred to the donor's heirs, nor does it harm those of the donor. But those can proceed with the action initiated by the donor, continuing it against the heirs of the donor, if the latter dies after the lawsuit has been filed.
Art. 561. In the case of intentional homicide of the donor, the action will be left to his heirs, except if he has forgiven.
Art. 562. The onerous donation may be revoked due to non-performance of the charge, if the grantee incurs a delay. In the absence of a deadline for compliance, the donor may legally notify the grantee, signing a reasonable period for him to fulfill the obligation assumed.
Art. 563. The revocation due to ingratitude does not prejudice the rights acquired by third parties, nor does it oblige the grantee to return the perceived fruits before valid quotation; but it subjects him to pay the subsequent ones, and, when he cannot return the donated things in kind, to indemnify her in the middle of their value.
Art. 564. The following are not revoked by ingratitude:
I - purely remunerative donations;
II - those charged with a charge already fulfilled;
III - those made in compliance with a natural obligation;
IV - those made for a given wedding.

CHAPTER V
Lease of Things

Art. 565. When renting things, one of the parties undertakes to yield to the other, for a determined time or not, the use and enjoyment of a non-fungible thing, subject to a certain fee.
Art. 566. The lessor is obliged:
I - to deliver to the lessee the rented thing, with its belongings, in a state to serve the intended use, and to keep it in that state for the duration of the contract, unless expressly provided otherwise;
II - to guarantee you, during the term of the contract, the peaceful use of the thing.
Art. 567. If, during the lease, the rented thing deteriorates, without the fault of the lessee, it will be up to the renter to ask for a proportional reduction of the rent, or to terminate the contract, if the thing no longer serves the purpose for which it was intended.
Art. 568. The lessor will protect the lessee from the embarrassments and troubles of third parties, who have or intend to have rights over the rented thing, and will answer for their vices, or defects, prior to the lease.
Art. 569. The lessee is obliged:
I - to use the rented thing for the agreed or presumed uses, according to its nature and circumstances, as well as to treat it with the same care as if it were yours;
II - to pay the rent on time within the agreed terms, and, in the absence of adjustment, according to the custom of the place;
III - to bring to the notice of the lessor the disturbances of third parties, which are intended to be founded in law;
IV - to return the thing, after the lease ends, in the state in which it was received, saving natural deteriorations from regular use.
Art. 570. If the lessee employs the thing in use other than the adjusted, or the one for which it is intended, or if it is damaged by the lessee's abuse, the lessor may, in addition to terminating the contract, demand losses and damages.
Art. 571. If there is a period stipulated in the duration of the contract, before the expiration date, the lessor cannot recover the rented thing, except reimbursing the resulting losses and damages to the lessee, nor the lessee returning it to the lessor, otherwise paying, proportionally, the fine provided for in the contract.
Single paragraph. The lessee shall enjoy the right of retention, pending reimbursement.

Art. 572. If the obligation to pay the rent for the time remaining constitutes excessive compensation, the judge will be allowed to set it on reasonable grounds.
Art. 573. The lease for a determined time ceases in full right after the stipulated period, regardless of notification or notice.
Art. 574. If, at the end of the term, the lessee remains in possession of the rented thing, without opposition from the lessor, the lease will be deemed to be extended for the same rent, but without a fixed term.
Art. 575. If, when the lessee is notified, he does not return the thing, he will pay, as long as he has it in his possession, the rent that the lessor arbitrates, and will be responsible for the damage that he may suffer, even though it comes from a fortuitous case.
Single paragraph. If the arbitrated rent is manifestly excessive, the judge may reduce it, but always taking into account its penalty nature.
Art. 576. If the thing is sold during the lease, the purchaser will not be obliged to respect the contract, if the clause of its validity in the case of sale is not included in it, and it is not registered.
§ 1 The record referred to in this article will be that of Titles and Documents of the lessor's domicile, when the thing is movable; and it will be the Property Registry of the respective district, when immovable.
§ 2 In the case of real estate, and even in the case where the lessor is not obliged to respect the contract, he may not dismiss the lessee, unless the ninety-day period has been observed after notification.
Art. 577. If the lessor or lessee dies, the lease is transferred to his heirs for a specific time.
Art. 578. Unless otherwise specified, the lessee has the right of retention, in the case of necessary improvements, or in the case of useful improvements, if these have been made with the express consent of the lessor.

CHAPTER VI
Loan

Section I
From the Lending

Art. 579. Lending is the free loan of non-fungible things. It makes up for the tradition of the object.
Art. 580. The tutors, trustees and in general all the administrators of other people's assets will not be able to lend, without special authorization, the assets entrusted to their custody.
Art. 581. If the lending has no conventional term, the necessary for the granted use will be presumed; unless the unforeseen and urgent need, recognized by the judge, the comodante cannot suspend the use and enjoyment of the borrowed thing, before the end of the conventional term, or what is determined by the granted use.
Art. 582. The lender is obliged to conserve, as if his own outside, the borrowed thing, not being able to use it except in accordance with the contract or its nature, under penalty of being liable for losses and damages. The lender in default, in addition to responding to it, will pay, until it is repaid, the rent of the thing that is arbitrated by the lender.
Art. 583. If, at risk of the object of the lending together with others of the lending agent, he anticipates the salvation of his abandoning the lender, he will answer for the damage that has occurred, even if it can be attributed to unforeseeable circumstances, or force majeure.
Art. 584. The lender may never recover from the lender the expenses incurred with the use and enjoyment of the borrowed thing.
Art. 585. If two or more people are simultaneously lenders of one thing, they will be jointly and severally liable to the lender.

Section II
Of the Mutual

Art. 586. The loan is the loan of fungible things. The borrower is obliged to repay to the lender what he received from him in terms of the same gender, quality and quantity.
Art. 587. This loan transfers the domain of the loaned thing to the borrower, for whose account all the risks of it run since tradition.
Art. 588. The loan made to the minor person, without prior authorization of the one under whose custody it is, cannot be recovered neither from the borrower, nor from its guarantors.
Art. 589. The provision of the previous article ceases:
I - if the person, whose authorization the borrower needed to take out the loan, subsequently ratifies it;
II - if the minor, when that person was absent, was obliged to borrow for his usual food;
III - if the minor has assets earned from his work. But in such a case, the creditor's execution cannot exceed their strength;
IV - whether the loan was reverted to the benefit of the minor;

V - if the child obtained the loan maliciously.
Art. 590. The lender may demand a guarantee of the refund if, before maturity, the borrower undergoes a notable change in his economic situation.
Art. 591. Since the loan is for economic purposes, interest is presumed, which, under penalty of reduction, may not exceed the rate referred to in art. 406, annual capitalization allowed.
Art. 592. Not having an express agreement, the term of the loan will be:
I - until the next harvest, if the loan is for agricultural products, for consumption as well as for sowing;
II - thirty days, at least, if it is money;
III - the period of time that the lender declares, if it is for anything else fungible.

CHAPTER VII
Provision of Service

Art. 593. The provision of services, which is not subject to labor laws or special law, shall be governed by the provisions of this Chapter.
Art. 594. Any kind of lawful service, work, material or immaterial, may be contracted by means of remuneration.
Art. 595. In the service provision contract, when either party cannot read or write, the instrument may be signed pleadingly and signed by two witnesses.
Art. 596. If the parties have not stipulated nor reached an agreement, the remuneration will be fixed by arbitration, according to the custom of the place, the length of service and its quality.
Art. 597. The remuneration will be paid after the service has been provided, if, by convention or custom, it is not to be advanced, or paid in installments.
Art. 598. The provision of services cannot be agreed upon for more than four years, although the contract is due to the payment of the debt of the provider, or is intended for the execution of a certain and determined work. In this case, after four years, the contract will end, even if the work has not been completed.
Art. 599. If there is no stipulated period, nor can one infer from the nature of the contract, or the custom of the place, any party, at its discretion, upon prior notice, may terminate the contract.
Single paragraph. The warning will be given:
I - eight days in advance, if the salary has been fixed for a period of one month, or more;
II - four days in advance, if the salary has been adjusted per week, or fortnight;
III - the day before, when you have been hired for less than seven days.
Art. 600. The time in which the service provider, due to your fault, stopped serving is not counted within the contract term.
Art. 601. As the service provider is not hired for a certain and determined job, it will be understood that he is obliged to each and every service compatible with his strengths and conditions.
Art. 602. The service provider hired for a certain time, or for a specific work, cannot be absent, or dismiss, without just cause, before the time has elapsed, or the work is concluded.
Single paragraph. If you say goodbye without cause, you will be entitled to overdue remuneration, but will be responsible for losses and damages. The same will be true if dismissed for cause.
Art. 603. If the service provider is dismissed without just cause, the other party will be obliged to pay in full the overdue remuneration, and in half the amount that would then apply to the legal term of the contract.
Art. 604. After the contract is over, the service provider has the right to demand from the other party the declaration that the contract has ended. You have the same right, if you are dismissed without just cause, or if there was a just reason to leave the service.
Art. 605. Neither the person to whom the services are provided, may transfer the right to the adjusted services to another, nor the service provider, without the other party's pleasure, giving a substitute to provide them.
Art. 606. If the service is provided by someone who does not have a qualification, or does not meet other requirements established by law, the person who provided them cannot collect the fee normally corresponding to the work performed. But if it results in a benefit for the other party, the judge will award reasonable compensation to the person who provided it, provided that he or she acted in good faith.
Single paragraph. The second part of this article does not apply when the prohibition on providing services is the result of public order law.
Art. 607. The service provision contract ends with the death of either party. It ends, also, by the expiration of the term, by the conclusion of the work, by the termination of the contract through prior notice, by default by either party or by the impossibility of continuing the contract, motivated by force majeure.
Art. 608. Whoever entices persons obliged in a written contract to render service to another person shall pay to him the amount that the service provider, due to the undone adjustment, had to fit for two years.

Art. 609. The sale of the agricultural building, where the services are provided, does not matter the termination of the contract, unless the provider has the option between continuing it with the acquirer of the property or with the original contractor.

CHAPTER VIII
The Contract

Art. 610. The contractor of a work can contribute to it only with his work or with him and the materials.
§ 1 The obligation to supply the materials is not presumed; results from the law or the will of the parties.
§ 2 The contract for the elaboration of a project does not imply the obligation to execute it, or to supervise its execution.
Art. 611. When the contractor supplies the materials, the risks are at their own risk until the moment of delivery of the work, to the satisfaction of those who ordered it, if it is not in default of receiving it. But if you are, at your own risk.
Art. 612. If the contractor only provided labor, all risks in which it is not at fault will be borne by the owner.
Art. 613. Since the contract is solely for lavor (art. 610), if the thing perishes before being delivered, without the owner's default or fault of the contractor, the latter will lose the remuneration, if he does not prove that the loss resulted from defect in the materials and which in time had complained about its quantity or quality.
Art. 614. If the work consists of different parts, or is of a nature that is determined by measure, the contractor will be entitled to have it checked by measure, or according to the parts into which it is divided, and may require payment in proportion of the work performed.
§ 1 Everything paid for is presumed to have been verified.
§ 2 What has been measured is presumed to have occurred if, within thirty days, counting from the measurement, the defects or defects are not reported by the developer or by those responsible for supervising it.
Art. 615. When the work is completed according to the setting, or the custom of the place, the owner is obliged to receive it. However, it may reject it if the contractor has departed from the instructions received and the plans given, or the technical rules in works of this nature.
Art. 616. In the case of the second part of the preceding article, whoever ordered the work, instead of discarding it, can receive it at a discount in the price.
Art. 617. The contractor is obliged to pay for the materials he has received, if due to malpractice or negligence, render them useless.
Art. 618. In building works contracts or other considerable constructions, the materials and execution contractor will answer, during the irreducible term of five years, for the solidity and safety of the work, as well due to the materials, as well as the soil.
Single paragraph. The owner of the work who fails to bring an action against the contractor will fall from the right ensured in this article within one hundred and eighty days after the appearance of the defect or defect.
Art. 619. Unless otherwise stipulated, the contractor who undertakes to execute a work, according to a plan accepted by the person who ordered it, will not be entitled to demand an increase in the price, even if modifications are made to the project, unless these result written instructions from the developer.
Single paragraph. Even if there was no written authorization, the contractor is obliged to pay the contractor the increases and additions, according to what is arbitrated, if, always present at the work, for continued visits, he could not ignore what was happening, and never protested.
Art. 620. If there is a decrease in the price of the material or labor in excess of one tenth of the agreed global price, this may be revised, at the request of the developer, to ensure the difference found.
Art. 621. Without the author's consent, the owner of the work cannot make changes to the project approved by him, even if the execution is entrusted to third parties, unless, for supervening reasons or technical reasons, the inconvenience or excessive cost of carrying out the project in its original form.
Single paragraph. The prohibition in this article does not cover minor changes, always with the exception of the aesthetic unity of the projected work.
Art. 622. If the execution of the work is entrusted to third parties, the responsibility of the author of the respective project, as long as he does not assume the direction or supervision of that, will be limited to damages resulting from defects provided for in art. 618 and its single paragraph.
Art. 623. Even after construction has started, the developer may suspend it, provided that he pays the contractor the expenses and profits related to the services already done, plus reasonable compensation, calculated according to what he would have earned, if constructions.
Art. 624. The execution of the contract without just cause is suspended, the contractor answers for losses and damages.

Art. 625. The contractor may suspend the work:
I - due to the owner's fault, or due to force majeure;
II - when, in the course of the services, unforeseeable difficulties of execution, resulting from geological or water causes, or similar, are manifested, in such a way as to make the contract excessively onerous, and the developer opposes the readjustment of the price inherent in the project elaborated by him, observing the prices;
III - if the modifications required by the developer, due to their size and nature, are disproportionate to the approved project, even if the owner is willing to pay the price increase.
Art. 626. The contract of contract for the death of either party is not extinguished, unless adjusted in consideration of the personal qualities of the contractor.

CHAPTER IX
From Deposit

Section I
Voluntary Deposit

Art. 627. The depositary receives a movable object for the deposit agreement, to keep until the depositor claims it.
Art. 628. The deposit agreement is free of charge, except if there is an agreement to the contrary, if it results from business activity or if the depositary practices it by profession.
Single paragraph. If the deposit is onerous and the depositary's remuneration does not appear in the law, nor does it result from an adjustment, it will be determined by the uses of the place, and, in their absence, by arbitration.
Art. 629. The depositary is obliged to have in the custody and conservation of the deposited thing the care and diligence that usually with what belongs to him, as well as to return it, with all the fruits and added, when the depositor requires it.
Art. 630. If the deposit was delivered closed, glued, sealed, or sealed, in the same state it will remain.
Art. 631. Unless otherwise specified, the restitution of the thing must take place in the place where it has to be kept. Restitution expenses are borne by the depositor.
Art. 632. If the thing has been deposited in the interest of a third party, and the depositary has been made aware of this fact by the depositor, he cannot exonerate himself by restoring the thing to him, without his consent.
Art. 633. Even if the contract establishes a term for the refund, the depositary will deliver the deposit as soon as it is required, except if it has the right of retention referred to in art. 644, if the object is judicially seized, if execution is pending, notified to the depositary, or if there is reasonable reason to suspect that the thing was intentionally obtained.
Article 634. In the case of the preceding article, the last part, the depositary, exposing the grounds for suspicion, will require that the object be collected from the Public Deposit.
Art. 635. The depositary will also be allowed to request a judicial deposit of the thing, when, for plausible reasons, he cannot keep it, and the depositor does not want to receive it.
Art. 636. The depositary, who, due to force majeure, has lost the deposited thing and has received another in its place, is obliged to hand over the second to the depositor, and assign the shares that he has against the third party responsible for the restitution of the first .
Art. 637. The depositary's heir, who in good faith sold the deposited thing, is obliged to assist the depositor in the claim, and to refund the price received to the buyer.
Art. 638. Except for the cases provided for in arts. 633 and 634, the depositary may not evade the deposit refund, claiming that the depositor does not belong, or opposing compensation, unless another deposit is founded.
Art. 639. If two or more depositors, and the thing is divisible, each one will only deliver the depositary the respective part, unless there is solidarity between them.
Article 640. Under penalty of being liable for losses and damages, the depositary may not, without an express license from the depositor, use the deposited thing, nor give it to another person.
Single paragraph. If the depositary, duly authorized, entrusts the thing in deposit to a third party, it will be responsible if it acted with guilt in choosing this.
Art. 641. If the depositary becomes incapable, the person who assumes the administration of the assets will immediately endeavor to return the deposited thing and, not wanting or not being able to receive it, will collect it from the Public Deposit or promote appointment another depositary.
Article 642. The depositary is not responsible for cases of force majeure; but, in order for him to be excused, he must prove them.

Article 643. The depositor is obliged to pay to the depositary the expenses incurred with the thing, and the losses that the deposit may incur.
644. The depositary may retain the deposit until the due remuneration is paid, the net amount of the expenses, or the losses referred to in the previous article, immediately proving those losses or those expenses.
Single paragraph. If these debts, expenses or losses are not sufficiently proven, or are illiquid, the depositary may demand a suitable deposit from the depositor or, failing this, the removal of the thing to the Public Deposit, until they are liquidated.
645. The deposit of fungible things, in which the depositary is obliged to return objects of the same gender, quality and quantity, shall be regulated by the provisions concerning the loan.
Article 646. The voluntary deposit will be proven in writing.

Section II

Deposit Required

Art. 647. It is necessary deposit:
I - what is done in performance of a legal obligation;
II - what takes place in the event of any calamity, such as fire, flood, shipwreck or looting.
Article 648. The deposit referred to in item I of the preceding article, shall be governed by the provision of the respective law, and, in its silence or deficiency, by those concerning voluntary deposit.
Single paragraph. The provisions of this article apply to the deposits provided for in item II of the previous article, which may be certified by any means of proof.
Article 649. The deposits provided for in the preceding article are equivalent to the luggage of travelers or guests in the hostels where they are located.
Single paragraph. The hosts will respond as depositaries, as well as for thefts and robberies that perpetrate people employed or admitted to their establishments.
650. In the cases of the preceding article, the responsibility of the hosts ceases if they prove that the facts harmful to travelers or guests could not have been avoided.
Art. 651. The necessary deposit is not considered free. In the hypothesis of art. 649, the deposit fee is included in the accommodation price.
Art. 652. Whether the deposit is voluntary or necessary, the depositary who does not repay it when required will be compelled to do so upon imprisonment not exceeding one year, and to reimburse the losses.

CHAPTER X
Mandate

Section I

General Provisions

Article 653. The mandate operates when someone is empowered by someone else to perform acts or manage interests on his behalf. The power of attorney is the instrument of the mandate.
Article 654. All capable persons are able to give power of attorney by means of a private instrument, which will be valid provided that it has the signature of the grantor.
§ 1 The private instrument must contain the indication of the place where it was passed, the qualification of the grantor and the granted, the date and the purpose of the grant with the designation and the extension of the powers conferred.
§ 2 The third party with whom the trustee deals may demand that the power of attorney bring the notarized signature.
Article 655. Even when a mandate is granted by public instrument, it can be replaced by a private instrument.
Art. 656. The mandate can be expressed or tacit, verbal or written.
Article 657. The granting of a mandate is subject to the form required by law for the act to be performed. A verbal mandate is not allowed when the act must be signed in writing.
Article 658. The mandate is presumed free when no remuneration has been stipulated, except if its object corresponds to those that the agent treats by trade or lucrative profession.
Single paragraph. If the mandate is onerous, the agent will be responsible for the remuneration provided for by law or in the contract. These being omitted, it will be determined by the uses of the place, or, in their absence, by arbitration.
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 businesses determinedly, or general to all of the principal.
Art. 661. The mandate in general terms only confers administrative powers.

§ 1 In order to dispose of, mortgage, compromise, or perform any other acts that go beyond the ordinary administration, the power of special and express powers depends.
§ 2 o The power to compromise does not matter that of making a commitment.
Art. 662. The acts performed 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 performed, unless the latter ratifies them.
Single paragraph. Ratification must be expressed, or be the result of an unambiguous act, and shall retroact to the date of the act.
Art. 663. Whenever the trustee stipulates deals expressly on behalf of the trustee, he will be solely responsible; however, the agent will be personally obliged if he acts in his own name, even if the business is of the client's account.
Art. 664. The agent has the right to retain, from the object of the operation that was committed to him, as much as is sufficient to pay everything that is due to him as a result of the mandate.
Art. 665. The representative who exceeds the powers of the mandate, or proceeds against them, will be considered a mere business manager, as long as the principal does not ratify his acts.
Art. 666. Those over sixteen and under eighteen who are not emancipated may be mandatory, but the principal has no action against him except in accordance with the general rules applicable to the obligations contracted by minors.
Section II
Obligations of the Trustee
Art. 667. The trustee is obliged to apply all his usual diligence in the execution of the mandate, and to indemnify any damage caused by his fault or that of the one to whom he delegates, without authorization, powers that he should exercise personally.
§ 1 If, in spite of the prohibition of the principal, the trustee is substituted in the execution of the mandate, he will answer to his constituent for the losses occurred under the management of the substitute, although arising from a fortuitous case, unless proving that the case would have come, even there had been no substitution.
§ 2 o If there are powers to underscore, the damage caused by the undersigned will only be imputable to the agent if he has acted with guilt in his choice or in the instructions given to him.
§ 3 If the prohibition on substituting is included in the power of attorney, the acts performed by the deputy do not bind the principal, unless expressly ratified, which will retroact to the date of the act.
§ 4 If the power of attorney is silent on the substitution, the prosecutor will be responsible if the deputy proceeds guilty.
Art. 668. The trustee is obliged to report his management to the principal, transferring the benefits arising from the mandate, for whatever title.
Art. 669. The agent cannot compensate for the losses he has caused with the income that, on the other hand, he has earned to his constituent.
Art. 670. For the sums that he had to deliver to the principal or received for expense, but employed for his own benefit, the principal will pay interest from the moment he abused it.
Art. 671. If the agent, having funds or credit from the principal, buys, in his own name, something that he must buy for the principal, as he has been expressly appointed in the mandate, this action will have to oblige him to deliver the purchased thing.
Article 672. If two or more representatives are appointed in the same instrument, any one of them may exercise the powers granted, if they are not expressly declared joint, nor specifically designated for different acts, or subordinated to successive acts. If the agents are declared joint, the act performed without interference by all will not be effective, except in the event of ratification, which will retroact to the date of the act.
Art. 673. The third party who, after knowing the powers of attorney, concludes an exorbitant legal deal with him, has no action against the agent, unless the latter has promised ratification of the principal or is personally responsible.
Art. 674. Although aware of the principal's death, interdiction or change of status, the principal must conclude the business already started, if there is danger in the delay.
Section III
Mandator's Obligations
Art. 675. The principal is obliged to satisfy all the obligations contracted by the trustee, in accordance with the mandate given, and to advance the importance of the expenses necessary for its execution, when the trustee requests it.
Art. 676. The principal is obliged to pay the agent the adjusted remuneration and expenses for the execution of the mandate, even if the deal does not have the expected effect, unless the agent is at fault.

Art. 677. The sums advanced by the trustee, for the execution of the mandate, bear interest from the date of disbursement.
Art. 678. The principal is also obliged to reimburse to the trustee the losses he suffers from the execution of the mandate, whenever they do not result from his fault or from excessive powers.
Art. 679. Even if the mandate contravenes the instructions of the principal, if it does not exceed the limits of the mandate, the principal will be obliged to those with whom his attorney has contracted; but you will have against this action for the losses and damages resulting from the non-observance of the instructions.
Art. 680. If the mandate is granted by two or more people, and for common business, each one will be jointly and severally liable to the agent for all the commitments and effects of the mandate, except for regressive rights, for the amounts to be paid, against the other clients.
Art. 681. The trustee has on the thing that he has possession by virtue of the mandate, right of retention, until he reimburses what he spent on the performance of the charge.
Section IV
Extinction of Mandate
Art. 682. The mandate ends:
I - by revocation or resignation;
II - for the death or interdiction of one of the parties;
III - by the change of state that disables the principal to confer the powers, or the principal to exercise them;
IV - by the end of the term or by the conclusion of the deal.
Art. 683. When the mandate contains the irrevocability clause and the principal revokes it, it will pay damages.
Art. 684. When the irrevocability clause is a condition of a bilateral deal, or has been stipulated in the sole interest of the trustee, the revocation of the mandate will be ineffective.
Art. 685. Once the mandate has been granted with the "own cause" clause, its revocation will not be effective, nor will it be extinguished by the death of any of the parties, the representative being exempted from rendering accounts, and being able to transfer the movable or properties subject to the mandate, complying with legal formalities.
Art. 686. The revocation of the mandate, notified only to the agent, cannot be opposed to third parties who, ignoring it, in good faith dealt with it; but the Constituent shares are subject to the actions that may be taken against the prosecutor in this case.
Single paragraph. It is irrevocable the mandate that contains powers to fulfill or confirm business initiated, to which it is bound.
Art. 687. So much so that the appointment of another for the same deal is communicated to the agent, the previous term will be considered revoked.
Art. 688. The resignation of the mandate will be communicated to the principal, who, if harmed by his inopportunity, or by the lack of time, in order to provide for the replacement of the attorney, will be indemnified by the attorney, unless he proves that he could not continue in the mandate without considerable prejudice, and that it was not given to underscore.
Art. 689. In respect of the bona fide contractors, the acts with them adjusted in the name of the principal by the trustee, while he ignores his death or the extinction of the mandate, for any other reason, are valid.
Art. 690. If the trustee dies, pending the business committed to him, the heirs, having knowledge of the mandate, will notify the trustee and provide for his sake, as circumstances require.
Article 691. The heirs, in the case of the preceding article, must limit themselves to conservative measures, or continue pending business that cannot be delayed without danger, regulating their services within that limit, by the same rules to which of the trustee are subject.
Section V
Judicial Mandate
Article 692. The judicial mandate is subject to the rules that concern it, contained in the procedural legislation, and, supplementarily, to those established in this Code.

CHAPTER XI
From the Commission

Article 693. The commission contract has as its object the acquisition or sale of goods by the commissioner, in his own name, to the principal's account.
Article 694. The commissioner is directly obliged to the people with whom he contracts, without them having any action against the principal, nor the latter against them, unless the commissioner assigns his rights to any of the parties.

Article 695. The commissioner is obliged to act in accordance with the orders and instructions of the principal, and, in the absence of these, being unable to request them in time, proceed according to the usage in similar cases.
Single paragraph. The actions of the commissioner will be considered justified, if there has been an advantage to the principal, and even in the case where, not admitting the delay in carrying out the deal, the commissioner has acted according to the uses.
Article 696. In the performance of his duties, the commissioner is obliged to act with care and diligence, not only to avoid any damage to the principal, but also to provide him with the profit that could reasonably be expected from the deal.
Single paragraph. The commissioner will answer, except for reasons of force majeure, for any damage that, by action or omission, cause to the principal.
Article 697. The commissioner is not responsible for the insolvency of the people with whom he deals, except in the case of guilt and in the following article.
Art. 698. If the commission contract contains the del credere clause, the commissioner will jointly and severally respond with the people he has dealt with on behalf of the client, in which case, unless otherwise stipulated, the commissioner is entitled to higher remuneration, for offset the burden assumed.
Art. 699. The commissioner authorized to grant an extension of the payment period is presumed, in accordance with the uses of the place where the deal is carried out, if there are no instructions from the principal.
Art. 700. If there are instructions from the principal prohibiting the extension of payment periods, or if this is not in accordance with local usage, the principal may require the commissioner to pay incontinently or answer for the consequences of the extension granted, proceeding in the same way if the commissioner does not inform the principal of the deadlines granted and whose beneficiary is.
Art. 701. The remuneration due to the commissioner is not stipulated, it will be arbitrated according to current usage in the place.
Art. 702. In the event of the death of the commissioner, or, when, due to force majeure, he cannot conclude the deal, a remuneration proportional to the work performed will be due by the principal.
Art. 703. Even if he gave reason for the dismissal, the commissioner will have the right to be remunerated for the useful services rendered to the principal, except for the latter's right to demand from him the losses suffered.
Art. 704. Unless otherwise specified, the principal may, at any time, change the instructions given to the commissioner, meaning that pending deals are also governed by them.
705. If the commissioner is dismissed without just cause, he will have the right to be remunerated for the work performed, as well as to be compensated for the losses and damages resulting from his dismissal.
Art. 706. The principal and the commissioner are obliged to pay interest to each other; the first for what the commissioner has advanced to carry out his orders; and the second for the delay in delivering the funds that belong to the principal.
707. The commissioner's credit, related to commissions and expenses made, enjoys general privilege, in the event of bankruptcy or insolvency of the principal.
Art. 708. For reimbursement of expenses incurred, as well as for receipt of commissions due, the commissioner has the right of retention on the assets and values in his power by virtue of the commission.
Art. 709. The rules on mandate are applicable to the commission, as appropriate.

CHAPTER XII
Agency and Distribution

Art. 710. Under the agency contract, a person assumes, on a non-contingent basis and without dependency ties, the obligation to promote, on behalf of another, by means of retribution, the carrying out of certain business, in a specific zone, characterized by distribution when the agent has the thing to be negotiated at his disposal.
Single paragraph. The tenderer may empower the agent to represent him at the conclusion of the contracts.
Art. 711. Unless otherwise agreed, the proponent cannot constitute, at the same time, more than one agent, in the same zone, with the same task; nor can the agent take on the task of dealing with businesses of the same kind, on behalf of other proponents.
Art. 712. The agent, in the performance that has been committed to him, must act with all diligence, heeding the instructions received from the proponent.
Art. 713. Unless otherwise stipulated, all expenses with the agency or distribution are borne by the agent or distributor.
Art. 714. Unless otherwise agreed, the agent or distributor will be entitled to remuneration corresponding to the deals concluded within his zone, even without his interference.

Art. 715. The agent or distributor has the right to compensation if the tenderer, without cause, ceases to comply with the proposals or reduces it so much that it is uneconomic to continue the contract.
Art. 716. Remuneration will also be due to the agent when the deal is no longer carried out due to a fact attributable to the applicant.
Art. 717. Even if dismissed for just cause, the agent will have the right to be remunerated for the useful services provided to the proponent, without however having this loss and damages for the losses suffered.
Art. 718. If the dismissal occurs without the fault of the agent, he will be entitled to the remuneration until then due, including on the outstanding business, in addition to the indemnities provided for in special law.
Art. 719. If the agent cannot continue the work due to force majeure, he will be entitled to remuneration corresponding to the services performed, with the right to the heirs in the event of death.
Article 720. If the contract is for an indefinite period, either party may terminate it, with ninety days' notice, provided that a period compatible with the nature and size of the agent's required investment has elapsed.
Single paragraph. In the event of disagreement between the parties, the judge will decide on the reasonableness of the term and the amount due.
Art. 721. The rules concerning the mandate and the commission and those contained in a special law apply to the agency and distribution contract, as applicable.

CHAPTER XIII
Brokerage

Art. 722. Under the brokerage contract, a person, not linked to another by virtue of mandate, service provision or any dependency relationship, undertakes to obtain one or more trades for the second, according to the instructions received.
Art. 723. The broker is obliged to carry out the mediation with diligence and prudence, and to provide the client, spontaneously, with all information about the progress of the deal. (Wording given by Law No. 12,236, of 2010)
Single paragraph. Under penalty of being liable for losses and damages, the broker will provide the client with all clarifications regarding the security or risk of the business, changes in values and other factors that may influence the results of the assignment. (Included by Law No. 12,236, of 2010)
Art. 724. The broker's remuneration, if not established by law, nor adjusted between the parties, will be arbitrated according to the nature of the business and local uses.
Art. 725. The remuneration is due to the broker once he has achieved the result provided for in the mediation contract, or even if this is not effected due to the repentance of the parties.
Art. 726. The business started and concluded directly between the parties, no remuneration will be due to the broker; but if, in writing, the brokerage is adjusted exclusively, the broker will have the right to full remuneration, even if the deal is carried out without his mediation, unless his inertia or idleness is proven.
Art. 727. If, as there is no fixed term, the business owner dismisses the broker, and the deal is carried out later, as a result of his mediation, the brokerage will be due to him; the same solution will be adopted if the deal takes place after the expiration of the contractual term, but due to the work of the broker.
Art. 728. If the deal is concluded with the intermediation of more than one broker, the remuneration will be paid to all in equal parts, unless otherwise agreed.
Art. 729. The rules on brokerage contained in this Code do not exclude the application of other rules of the special legislation.

CHAPTER XIV
Shipping

Section I
General Provisions

Art. 730. Under the transport contract, someone is obliged, by way of retribution, to transport people or things from one place to another.
Art. 731. The transportation performed by virtue of authorization, permission or concession, is governed by the regulatory rules and by what is established in those acts, without prejudice to the provisions of this Code.
Art. 732. Transport contracts, in general, are applicable, when applicable, provided that they do not contravene the provisions of this Code, the precepts contained in special legislation and international treaties and conventions.
Art. 733. In the cumulative transport contracts, each carrier is obliged to fulfill the contract in relation to the respective route, being responsible for the damages caused to people and things.

§ 1 The damage, resulting from the delay or interruption of the trip, will be determined by reason of the entire route.
§ 2 If any of the carriers are replaced during the course, joint and several liability will extend to the substitute.
Section II
People Transport
Art. 734. The carrier is liable for damages caused to the transported persons and their luggage, except for reasons of force majeure, any clause excluding liability being null and void.
Single paragraph. It is lawful for the carrier to demand the declaration of the value of the luggage in order to fix the indemnity limit.
Art. 735. The carrier's contractual liability for an accident with the passenger is not eliminated due to the fault of a third party, against whom it has a regressive action.
Art. 736. It is not subordinate to the norms of the transport contract what is done free of charge, out of friendship or courtesy.
Single paragraph. Transport is not considered free when, although done without remuneration, the carrier gains indirect benefits.
Art. 737. The carrier is subject to the scheduled schedules and itineraries, under penalty of being liable for losses and damages, except for reasons of force majeure.
Art. 738. The transported person must comply with the rules established by the carrier, contained in the ticket or posted in the sight of users, refraining from any acts that cause discomfort or injury to passengers, damage the vehicle, or hinder or prevent the normal performance of the service.
Single paragraph. If the damage suffered by the person being transported is attributable to a breach of regulations and regulatory instructions, the judge will equitably reduce the indemnity, insofar as the victim has contributed to the occurrence of the damage.
Art. 739. The carrier cannot refuse passengers, except in the cases provided for in the regulations, or if the hygiene or health conditions of the interested party justify it.
Art. 740. The passenger has the right to terminate the transport contract before the trip begins, being refunded of the ticket value, provided that the communication to the carrier is made in time to be renegotiated.
§ 1 o The passenger is allowed to give up the transport, even after the trip has started, being refunded the amount corresponding to the unused section, provided that it is proved that another person has been transported in its place.
§ 2 The user who fails to board the ticket will not be entitled to a refund of the value of the ticket, unless it is proved that another person has been transported in its place, in which case the unused ticket will be refunded.
§ 3 In the cases provided for in this article, the carrier will be entitled to retain up to five percent of the amount to be refunded to the passenger, as a compensatory fine.
Art. 741. If the trip is interrupted for any reason beyond the carrier's will, even if as a result of an unpredictable event, he is obliged to complete the transport contracted in another vehicle of the same category, or, with the passenger's consent, for different modality, at your own expense, the user's expenses for subsistence and meals also being borne, while waiting for a new transport.
Art. 742. Once the transport has been carried out, the carrier has a right of retention on the passenger luggage and other personal objects of the latter, to ensure payment of the value of the ticket that was not made at the beginning or during the journey.
Section III
Transportation of Things
Art. 743. The thing, delivered to the carrier, must be characterized by its nature, value, weight and quantity, and as much as necessary so that it is not confused with others, the recipient must be indicated at least by name and address.
Art. 744. Upon receiving the thing, the carrier will issue knowledge with the mention of the data that identify it, obeying the provisions of a special law.
Single paragraph. The carrier may require the sender to deliver to him, duly signed, the itemized list of things to be transported, in two copies, one of which, duly authenticated by him, will become an integral part of the knowledge.
Art. 745. In case of inaccurate information or false description in the document referred to in the previous article, the carrier will be compensated for the loss suffered, and the respective action must be filed within one hundred and twenty days, counting from that act, Art. under penalty of decay.
Art. 746. The carrier may refuse the thing whose packaging is inadequate, as well as that which could endanger people's health, or damage the vehicle and other goods.

Art. 747. The carrier must obligatorily refuse the thing whose transport or commercialization is not allowed, or which is not accompanied by the documents required by law or regulation.
Art. 748. Until the delivery of the thing, the sender can give up the transport and ask for it back, or order it to be delivered to another recipient, paying, in both cases, the increases in expenses resulting from the counter-order, plus the losses and damages.
Art. 749. The transporter will take the thing to its destination, taking all necessary precautions to keep it in good condition and deliver it within the agreed or anticipated period.
750. The carrier's liability, limited to the constant value of knowledge, begins the moment he or his agents receive the thing; ends when it is delivered to the recipient, or deposited in court, if the recipient is not found.
Article 751. The thing, deposited or kept in the carrier's warehouses, by virtue of a transport contract, is governed, as appropriate, by the provisions relating to deposit.
Art. 752. The goods are unloaded, the carrier is not obliged to give notice to the consignee, if this is not agreed, depending also on the home delivery adjustment, and the warning or home delivery clauses must be included in the bill of lading. .
Art. 753. If the transport cannot be made or undergo a long interruption, the carrier will continually request instructions from the sender, and will watch over the thing, for whose perdition or deterioration he will respond, except in cases of force majeure.
§ 1 If the impediment continues, without any reason attributable to the carrier and without manifestation by the sender, the latter may deposit the thing in court, or sell it, observing the legal and regulatory precepts, or local uses, depositing the amount.
§ 2 If the impediment is the carrier's responsibility, the carrier may deposit the thing, at his own risk and risk, but may only sell it if perishable.
§ 3 In both cases, the carrier must inform the sender of the effect of the deposit or sale.
§ 4 If the carrier keeps the thing deposited in its own warehouses, it will continue to be responsible for its custody and conservation, however, a remuneration for custody is due, which may be contractually adjusted or conform to the uses adopted in each system. carriage.
Art. 754. The goods must be delivered to the addressee, or to whomever presents the endorsed knowledge, and the one who receives them should check them and present the complaints that he has, under penalty of decay of rights.
Single paragraph. In the event of partial loss or damage not noticeable at first sight, the recipient retains his action against the carrier, as long as he reports the damage within ten days of delivery.
Article 755. If there is any doubt about who the recipient is, the carrier must deposit the goods in court, if he is unable to obtain instructions from the sender; if the delay can cause the thing to deteriorate, the carrier must sell it, depositing the balance in court.
Art. 756. In the case of cumulative transportation, all carriers are jointly and severally liable for the damage caused to the sender, except for the final determination of liability between them, so that the reimbursement falls entirely, or proportionally, on that or those on whose route damage has occurred.

CHAPTER XV
INSURANCE

Section I
General Provisions

Article 757. Under the insurance contract, the insurer undertakes, upon payment of the premium, to guarantee the insured's legitimate interest, relating to a person or thing, against predetermined risks.
Single paragraph. You can only be a party, in the insurance contract, as an insurer, entity for that purpose legally authorized.
Art. 758. The insurance contract is proved with the display of the insurance policy or ticket, and, in their absence, by proof of payment of the respective premium.
Article 759. The issuance of the policy must be preceded by a written proposal stating the essential elements of the interest to be guaranteed and the risk.
Art. 760. The policy or insurance ticket will be nominative, to order or to the bearer, and will mention the risks assumed, the beginning and the end of its validity, the limit of the guarantee and the premium due, and, when applicable , the name of the insured and the beneficiary.
Single paragraph. In personal insurance, the policy or ticket cannot be bearer.
Art. 761. When the risk is assumed in co-insurance, the policy will indicate the insurer who will administer the contract and represent the others, for all its effects.

Art. 762. The contract for guaranteeing risk arising from a wrongful act by the insured, the beneficiary, or a representative of one or the other will be null and void.
Art. 763. The insured who is in arrears in the payment of the premium will not be entitled to indemnification, if the accident occurs before its purging.
Art. 764. Except for a special provision, the fact that the risk has not been verified, in anticipation of which the insurance is made, does not exempt the insured from paying the premium.
Art. 765. The insured and the insurer are obliged to keep, in the conclusion and execution of the contract, the strictest good faith and veracity, both with respect to the object and the circumstances and statements related to it.
Art. 766. If the insured, by himself or by his representative, makes inaccurate statements or omits circumstances that may influence the acceptance of the proposal or the premium rate, he will lose the right to the guarantee, in addition to being obliged to the expired premium.
Single paragraph. If the inaccuracy or omission in the statements does not result from the insured person's bad faith, the insurer will be entitled to terminate the contract, or to charge, even after the accident, for the premium difference.
Art. 767. In insurance for the account of others, the insurer may oppose to the insured any defenses it has against the stipulator, for non-compliance with the rules for conclusion of the contract, or payment of the premium.
Art. 768. The insured person will lose the right to the guarantee if he intentionally aggravates the risk object of the contract.
Art. 769. The insured is obliged to report to the insurer, as soon as he knows, any incident that could significantly aggravate the risk covered, under penalty of losing the right to the guarantee, if he proves that he was silent in bad faith.
§ 1 The insurer, as long as he does so within fifteen days of receiving the notice of aggravation of the risk without fault of the insured, may inform him, in writing, of his decision to terminate the contract.
§ 2 The resolution will only be effective thirty days after the notification, and the difference of the premium must be returned by the insurer.
Art. 770. Unless otherwise specified, the reduction of risk in the course of the contract does not entail a reduction in the stipulated premium; but, if the risk reduction is considerable, the insured may require the revision of the premium, or the termination of the contract.
Art. 771. Under penalty of losing the right to indemnity, the insured will report the claim to the insurer, as soon as he / she knows it, and will take immediate steps to mitigate the consequences.
Single paragraph. Up to the limit set in the contract, the insurance costs resulting from the accident shall be borne in the insurer's account.
Art. 772. The insurer's delay in paying the claim requires the monetary adjustment of the indemnity due according to regularly established official indices, without prejudice to default interest.
Art. 773. The insurer who, at the time of the contract, knows that the risk that the insured intends to cover is past, and, nevertheless, issues the policy, will pay twice the stipulated premium.
Art. 774. The tacit renewal of the contract for the same term, by means of an express contractual clause, may not operate more than once.
Art. 775. The insured's authorized agents are presumed to be their representatives for all acts related to the contracts they manage.
Art. 776. The insurer is obliged to pay in cash the loss resulting from the risk assumed, unless the replacement of the thing is agreed.
Art. 777. The provisions of this Chapter apply, as appropriate, to insurance governed by specific laws.
Section II
Damage Insurance
Art. 778. In damage insurance, the promised guarantee cannot exceed the value of the insured interest at the conclusion of the contract, under penalty of the provisions of art. 766, and without prejudice to the criminal action that may be applicable.
Art. 779. The insurance risk will include all the resulting or consequential losses, such as the damage caused to avoid the accident, mitigate the damage, or save the thing.
Art. 780. The term of the guarantee, in the insurance of things transported, begins the moment they are received by the carrier, and ends with their delivery to the recipient.
Art. 781. The indemnity cannot exceed the value of the insured interest at the time of the claim, and, under no circumstances, the maximum limit of the guarantee set in the policy, except in case of default by the insurer.

Art. 782. The insured person who, during the term of the contract, intends to obtain new insurance on the same interest, and against the same risk with another insurer, must previously communicate his intention in writing to the first, indicating the sum by which he intends to insure. if, in order to prove compliance with the provisions of art. 778.
Art. 783. Unless otherwise specified, insurance of an interest for less than it entails a proportional reduction of the indemnity, in the case of a partial claim.
Art. 784. The guarantee does not include the claim caused by intrinsic defect of the insured thing, not declared by the insured.
Single paragraph. Intrinsic addiction is the defect inherent in the thing, which is not normally found in others of the same species.
Art. 785. Unless otherwise specified, the transfer of the contract to a third party is permitted with the sale or assignment of the insured interest.
§ 1 If the contractual instrument is nominative, the transfer only takes effect in relation to the insurer by written notice signed by the assignor and the assignee.
§ 2 The policy or order ticket is only transferred by endorsement in black, dated and signed by the endorser and the endorser.
Art. 786. Pays the indemnity, the insurer subrogates itself, within the limits of the respective amount, in the rights and actions that belong to the insured against the author of the damage.
§ 1 Except for fraud, the subrogation does not take place if the damage was caused by the insured's spouse, his descendants or ascendants, consanguineous or similar.
§ 2 Any act of the insured that reduces or extinguishes, to the detriment of the insurer, the rights referred to in this article is ineffective.
Art. 787. In civil liability insurance, the insurer guarantees the payment of losses and damages owed by the insured to a third party.
§ 1 As soon as the insured person knows the consequences of his act, liable to incur the liability included in the guarantee, he shall communicate the fact to the insurer.
§ 2 The insured person is prohibited from recognizing his responsibility or confessing the action, as well as settling with the injured third party, or indemnifying him directly, without the express consent of the insurer.
Paragraph 3. If an action is taken against the insured, this will inform the insurer of the dispute.
§ 4 The insured person's liability to the third party will remain, if the insurer is insolvent.
Art. 788. In legally mandatory liability insurance, the indemnity for a claim will be paid by the insurer directly to the injured third party.
Single paragraph. Demanded in direct action by the victim of the damage, the insurer will not be able to oppose the exception of a contract not fulfilled by the insured, without promoting his summons to integrate the adversary.
Section III
Personal Insurance
Art. 789. In personal insurance, the insured capital is freely stipulated by the applicant, who can contract more than one insurance on the same interest, with the same or several insurers.
Art. 790. In other people's life insurance, the applicant is obliged to declare, under penalty of falsity, his interest in preserving the life of the insured.
Single paragraph. Until proven otherwise, the interest is assumed when the insured is the applicant's spouse, ascendant or descendant.
Art. 791. If the insured does not renounce the faculty, or if the insurance does not have the guarantee of an obligation as its declared cause, the replacement of the beneficiary, by act between the living or of last will, is lawful.
Single paragraph. The insurer, who is not informed in due course of the replacement, will release himself by paying the insured capital to the former beneficiary.
Art. 792. In the absence of indication of the person or beneficiary, or if for whatever reason the one made does not prevail, the insured capital will be paid in half to the spouse not legally separated, and the remainder to the insured's heirs, obeying the order of the insured. hereditary vocation.
Single paragraph. In the absence of the persons indicated in this article, beneficiaries will be those who prove that the death of the insured has deprived them of the means necessary for subsistence.
Article 793. The institution of the partner as a beneficiary is valid if, at the time of the contract, the insured was judicially separated, or was already de facto separated.

Art. 794. In life or personal accident insurance in the event of death, the stipulated capital is not subject to the insured's debts, nor is it considered an inheritance for all legal purposes.
Art. 795. In the personal insurance, any transaction for reduced payment of the insured capital is null.
Article 796. The premium, in life insurance, will be agreed for a limited period, or for the entire life of the insured.
Single paragraph. In any event, in individual insurance, the insurer will have no action to collect the overdue premium, the failure to pay, within the established deadlines, will result, as stipulated, in terminating the contract, with the refund of the reserve already formed, or the reduction guaranteed capital in proportion to the premium paid.
Article 797. In life insurance in the event of death, it is lawful to stipulate a grace period, during which the insurer is not responsible for 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.
Article 798. The beneficiary is not entitled to the stipulated capital when the insured commits suicide in the first two years of the initial term of the contract, or of its renewal after suspension, subject to the provisions of the sole paragraph of the preceding article.
Single paragraph. Except for the hypothesis provided for in this article, the contractual clause that excludes the payment of the insured's capital for suicide is null.
Art. 799. The insurer cannot exempt himself from paying the insurance, even though the policy contains the restriction, if the death or incapacity of the insured comes from the use of more risky means of transport, from the provision of military service, from the practice sports, or acts of humanity in aid of others.
Art. 800. In personal insurance, the insurer cannot subrogate the rights and actions of the insured, or of the beneficiary, against the cause of the accident.
Art. 801. Personal insurance can be stipulated by a natural or legal person for the benefit of a group that, in any case, is linked to it.
§ 1 The stipulator does not represent the insurer before the insured group, and is solely responsible, towards the insurer, for the fulfillment of all contractual obligations.
§ 2 The modification of the policy in force will depend on the express consent of policyholders representing three quarters of the group.
Art. 802. The provisions of this Section do not include the guarantee of reimbursement of hospital or medical treatment expenses, nor the cost of the insured's mourning and funeral expenses.

CHAPTER XVI
Income Constitution

Article 803. A person may, under the contract for the constitution of income, undertake to pay a periodic payment to another, free of charge.
Art. 804. The contract may also be for consideration, with the delivery of movable or immovable property to the person who undertakes to satisfy the services in favor of the creditor or third parties.
Art. 805. As the contract is for a consideration, the creditor, when contracting, may require the tenant to provide real security, or personal guarantee.
Art. 806. The contract for the constitution of income will be made for a fixed term, or for life, and may exceed the life of the debtor but not that of the creditor, be it the contractor or a third party.
Art. 807. The contract for the constitution of income requires a public deed.
Art. 808. It is void the constitution of income in favor of a person who has already died, or who, in the next thirty days, dies from a disease that he already suffered, when the contract was signed.
Art. 809. The assets given in compensation for income fall, since tradition, in the domain of the person who is bound by it.
Art. 810. If the tenant, or censor, fails to comply with the stipulated obligation, the income creditor may sue him, both to pay him overdue installments and to give him guarantees of future ones, under penalty of termination of the contract .
Art. 811. The creditor acquires the right to income day by day, if the installment is not to be paid in advance, at the beginning of each of the prefix periods.
Art. 812. When the income is constituted for the benefit of two or more people, without determination by each one, it is understood that their rights are equal; and, unless otherwise stipulated, survivors will not be entitled to the share of those who die.
Art. 813. The income constituted by free title can, by act of the institute, be exempt from all pending and future executions.

Single paragraph. The exemption provided for in this article prevails in its own right in favor of montepios and alimony.

CHAPTER XVII
Gambling and Betting

Art. 814. Gambling or gambling debts do not require payment; but it is not possible to recover the amount, which was voluntarily paid, unless it was won by fraud, or if the loser is a minor or banned.
§ 1 This provision is extended to any contract that covers or involves the recognition, novation or guarantee of gambling debt; but the resulting nullity cannot be opposed to the third party in good faith.
§ 2 The precept contained in this article has application, even if it is a non-prohibited game, except for games and bets legally permitted.
Paragraph 3 - Exceptions are also made for the prizes offered or promised to the winner in a sporting, intellectual or artistic competition, provided that the interested parties are subject to legal and regulatory requirements.
Art. 815. It is not possible to demand repayment of what was loaned for gambling or betting, in the act of betting or gambling.
Art. 816. The provisions of arts. 814 and 815 do not apply to contracts on stock exchange securities, commodities or securities, where settlement is stipulated exclusively by the difference between the adjusted price and the quotation they have at the maturity of the adjustment.
Art. 817. The draw to settle issues or divide common things is considered a sharing system or transaction process, as the case may be.

CHAPTER XVIII
OF THE GUARD

Section I
General Provisions

Art. 818. By the guarantee contract, a person guarantees to satisfy the creditor an obligation assumed by the debtor, in case he does not fulfill it.
Art. 819. The guarantee will be given in writing, and does not allow extensive interpretation.
Art. 819-A. (VETOED) (Included by Law No. 10,931, of 2004)
Art. 820. Bail can be stipulated, even without the debtor's consent or against his will.
Art. 821. Future debts can be guaranteed; but the guarantor, in this case, will not be sued until after the obligation of the principal debtor is made certain and liquid.
Art. 822. Not being limited, the guarantee will include all the accessories of the main debt, including legal expenses, since the summons of the guarantor.
Art. 823. The surety may be less than the principal obligation and contracted under less onerous conditions, and, when it exceeds the amount of the debt, or is more onerous than it, it will only be valid up to the limit of the guaranteed obligation.
Art. 824. Void obligations are not subject to surety, except if voidness results only from the debtor's personal incapacity.
Single paragraph. The exception established in this article does not cover the case of a loan made to minors.
Art. 825. When someone is to offer a guarantor, the creditor cannot be obliged to accept him if he is not a suitable person, domiciled in the municipality where he has to provide bail, and does not have enough assets to fulfill the obligation.
Art. 826. If the guarantor becomes insolvent or incapacitated, the creditor may demand that he be replaced.

Section II
Effects of Bail

Art. 827. The guarantor demanded for the payment of the debt has the right to demand, until the dispute is contested, that the debtor's assets be first executed.
Single paragraph. The guarantor who claims the benefit of order, referred to in this article, must nominate the debtor's assets, located in the same municipality, free and unrestricted, as many as are sufficient to resolve the debt.
Art. 828. Do not take advantage of this benefit to the guarantor:
I - if he expressly renounced it;
II - if you have committed yourself as the main payer, or joint and several debtor;
III - if the debtor is insolvent, or bankrupt.

Art. 829. The guarantee jointly provided for a single debt by more than one person implies the commitment of solidarity between them, if they are declared not to reserve the benefit of division.
Single paragraph. Once this benefit is stipulated, each guarantor is only responsible for the part that, in proportion, will be due in the payment.
Art. 830. Each guarantor may fix in the contract the part of the debt he takes under his responsibility, in which case he will not be obliged.
Art. 831. The guarantor who fully pays the debt is subrogated to the creditor's rights; but it will only be able to demand to each of the other guarantors by the respective quota.
Single paragraph. The insolvent guarantor's share will be distributed among the others.
Art. 832. The debtor is also liable to the guarantor for all losses and damages that the latter pays, and for those who suffer as a result of the guarantee.
Art. 833. The guarantor is entitled to the disbursement interest at the rate stipulated in the principal obligation, and, if there is no agreed rate, to the statutory default interest.
Art. 834. When the creditor, without just cause, delays the execution initiated against the debtor, the guarantor may proceed with the progress.
Art. 835. The guarantor may exonerate himself from the surety that he signed without time limitation, whenever it suits him, being obliged by all the effects of the surety, for sixty days after the notification of the creditor.
Art. 836. The guarantor's obligation passes to the heirs; but the liability of the bail is limited to the time that elapses until the death of the guarantor, and cannot exceed the forces of inheritance.
Section III
Extinguishing the Bail
Art. 837. The guarantor may oppose to the creditor the exceptions that are personal to him, and the extinction of the obligation incumbent on the principal debtor, if they do not simply result from personal incapacity, except in the case of the loan made to the minor person.
Art. 838. The guarantor, even if solidary, will be released:
I - if, without his consent, the creditor grants a moratorium to the debtor;
II - if, due to the creditor, subrogation in his rights and preferences is impossible;
III - if the creditor, in payment of the debt, amicably accepts from the debtor an object other than what he was obliged to give him, even though he later loses it by eviction.
Art. 839. If the benefit of the excussion is invoked and the debtor, delaying the execution, falls into insolvency, the guarantor who invoked him will be exonerated, if he proves that the assets indicated by him were, at the time of attachment, sufficient to the secured debt solution.

CHAPTER XIX
Transaction

Art. 840. It is lawful for interested parties to prevent or end the dispute through mutual concessions.
Art. 841. The transaction is only permitted for private equity rights.
Art. 842. The transaction will be made by public deed, in the obligations in which the law requires it, or by private instrument, in those in which it admits it; if it falls on rights contested in court, it will be made by public deed, or by term in the records, signed by the compromise and approved by the judge.
Art. 843. The transaction is interpreted restrictively, and by it it is not transmitted, only if they are declared or recognized rights.
Art. 844. The transaction does not benefit or harm other than those who intervene in it, even if it concerns the indivisible thing.
§ 1 If it is concluded between the creditor and the debtor, it will release the guarantor.
§ 2 If between one of the solidary creditors and the debtor, he extinguishes his obligation towards the other creditors.
§ 3 If between one of the joint debtors and his creditor, he extinguishes the debt in relation to the co-debtors.
Art. 845. Given the eviction of the thing waived by one of the compromises, or transferred by him to the other party, the obligation extinguished by the transaction does not revive; but the evicto has the right to claim damages.
Single paragraph. If one of the compromisees acquires, after the transaction, a new right over the resigned or transferred thing, the transaction made will not inhibit him from exercising it.
Art. 846. The transaction concerning obligations resulting from an offense does not extinguish the public criminal action.
Art. 847. Conventional punishment is permissible in the transaction.

Art. 848. If any of the clauses of the transaction are void, this will be void.
Single paragraph. When the transaction deals with several contested rights, independent of each other, the fact of not prevailing over one will not harm the others.
Art. 849. The transaction is only canceled due to intent, coercion, or essential error as to the person or controversial thing.
Single paragraph. The transaction is not canceled due to an error of law regarding the issues that were the subject of controversy between the parties.
Art. 850. The transaction is null and void in relation to the litigation decided by unappealable sentence, if any of the transporters were unaware of it, or when, by title later discovered, it is found that none of them had a right over the object of the transaction.

CHAPTER XX
Commitment

Art. 851. A commitment, judicial or extrajudicial, to resolve disputes between people who can hire is allowed.
Art. 852. It is forbidden to resolve issues of state, personal family law and others that are not strictly patrimonial.
Art. 853. The arbitration clause is allowed in the contracts, to resolve differences through arbitration, in the form established by special law.

TITLE VII
Unilateral Acts
CHAPTER I
Reward Promise

Art. 854. Whoever, through public announcements, undertakes to reward, or gratify, anyone who fulfills a certain condition, or performs a certain service, contracts an obligation to fulfill what was promised.
Art. 855. Whoever, under the preceding article, does the job, or satisfies the condition, even if not in the interest of the promise, may demand the stipulated reward.
Art. 856. Before the service is provided or the condition is met, the promissant may revoke the promise, provided that he does so with the same publicity; if a deadline has been signed for the execution of the task, it will be understood that the agency waives the right to withdraw the offer during it.
Single paragraph. The candidate in good faith, who has incurred expenses, will be entitled to a refund.
Art. 857. If the act contemplated in the promise is performed by more than one individual, the person who performed it first will be entitled to a reward.
Art. 858. If the execution is simultaneous, each one will touch equal share in the reward; if it is not divisible, it will be given by lot, and whoever obtains the thing will give the other the value of his share.
Art. 859. In competitions that open with a public promise of reward, it is essential condition, to be valid, the establishment of a deadline, also observing the provisions of the following paragraphs.
§ 1 The decision of the person appointed, in the advertisements, as a judge, obliges the interested parties.
§ 2 In the absence of a person designated to judge the merit of the works presented, it will be understood that the promissor has reserved this function.
§ 3 If the works have equal merit, they will be carried out in accordance with arts. 857 and 858.
Art. 860. The awarded works, in the contests referred to in the previous article, will only belong to the promissor, if so stipulated in the publication of the promise.

CHAPTER II
Business Management

Art. 861. Anyone who, without authorization from the interested party, intervenes in the management of the business of another, will direct it according to the interest and the presumed will of its owner, being responsible to him and the people with whom he deals.
Art. 862. If the management was initiated against the manifest or presumed will of the interested party, the manager will answer even for fortuitous cases, not proving that they would have survived, even when it had been slaughtered.
Art. 863. In the case of the preceding article, if the losses of the management exceed its profit, the owner of the business may demand that the manager return the things to the previous state, or compensate him for the difference.
Art. 864. As much as possible, the manager will inform the business owner of the management he has assumed, awaiting his response, if the waiting does not result in danger.

Art. 865. As long as the owner does not provide, the manager will watch over the business, until carrying it out, waiting, if he dies during the management, the instructions of the heirs, without neglecting, however, the measures that the case claims.
866. The manager will do all his usual diligence in administering the business, reimbursing the owner for the loss resulting from any fault in the management.
Art. 867. If the manager is substituted by someone else, he will answer for the substitute's absences, even if he is a suitable person, without prejudice to the action that he or the business owner may have against him.
Single paragraph. If there is more than one manager, it will be your responsibility.
Art. 868. The manager is responsible for the fortuitous case when he carries out risky operations, even if the owner used to do them, or when he declares his interest in favor of his interests.
Single paragraph. If the owner wants to take advantage of the management, he will be obliged to indemnify the manager of the necessary expenses, which he has made, and of the losses that, due to the management, he has suffered.
Art. 869. If the business is usefully managed, it will fulfill the obligations contracted in its name to the owner, reimbursing the manager for the necessary or useful expenses he has made, with the legal interest, since the disbursement, also accounting for the losses he has suffered because of management.
§ 1 The utility, or necessity, of the expense, will be assessed not by the result obtained, but according to the circumstances of the occasion when they are made.
§ 2 o The provisions of this article apply, even when the manager, in error as to the business owner, gives the management accounts to another person.
Art. 870. The provision of the preceding article applies, when management proposes to help with imminent losses, or results in the benefit of the owner of the business or thing; but the compensation 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 maintenance, for providing them to whom they owe, they will be able to recover the importance of the debtor, even if the latter does not ratify the act.
Art. 872. In the expenses of the burial, provided for local uses and the condition of the deceased, made by a third party, may be charged to the person who would have the obligation to feed the person who died, even if this person has not left any assets.
Single paragraph. The provisions of this article and the previous one cease, proving that the manager made these expenses with the simple intention of doing well.
Art. 873. The ratification of the business owner, pure and simple, goes back 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 the thing, disapproves of the management, considering it contrary to his interests, the provisions of arts. 862 and 863, except as provided for in arts. 869 and 870.
Art. 875. If the business of others is connected to that of the manager, in such a way that they cannot be managed separately, there will be the manager per partner of the one whose interests they manage to involve with their own.
Single paragraph. In the case of this article, the one in whose benefit the manager intervened is only obliged due to the advantages he obtains.

CHAPTER III
Undue Payment

Art. 876. Everyone who received what was not due is obliged to repay; obligation incumbent on those who receive conditional debt before the condition is met.
Art. 877. The one who voluntarily paid the undue is in charge of proof of having done so by mistake.
Art. 878. To the fruits, accessions, improvements and deteriorations arising from the thing given in undue payment, the provisions of this Code apply to the possessor in good faith or in bad faith, as the case may be.
Art. 879. If the one who unduly received a property has sold it in good faith, for payment, he only answers for the amount received; but if he acted in bad faith, in addition to the value of the property, he is responsible for losses and damages.
Single paragraph. If the property was sold for free, or if, sold for consideration, the third buyer acted in bad faith, it is up to the one who paid the right to claim by mistake.
Art. 880. Anyone who, receiving it as part of a real debt, made the title useless, let the claim lapse or gave up the guarantees that guaranteed his right is exempt from refunding undue payment. but the one who paid has regressive action against the real debtor and his guarantor.

Art. 881. If the undue payment has consisted of performing the obligation to do or to exempt from the obligation not to do, the one who received the benefit is under the obligation to indemnify those who fulfilled it, to the extent of the profit obtained.
Art. 882. It is not possible to repeat what was paid to resolve a prescribed debt, or to fulfill a legally unenforceable obligation.
Art. 883. Anyone who gave something to obtain an illicit, immoral, or prohibited by law will not be entitled to repetition.
Single paragraph. In the case of this article, what happened will revert in favor of a local charity, at the judge's discretion.

CHAPTER IV
Enrichment Without Cause

Art. 884. Anyone who, without just cause, gets rich at the expense of another person, will be obliged to repay the wrongly earned, after updating the monetary values.
Single paragraph. If enrichment has a specific purpose, whoever received it is obliged to return it, and if the thing no longer exists, the refund will be made at the value of the good at the time it was demanded.
Art. 885. The refund is due, not only when there was no cause that justifies enrichment, but also if it has ceased to exist.
Art. 886. Refunds for enrichment will not apply if the law provides the injured party with other means to compensate for the damage suffered.

TITLE VIII
Credit Securities
CHAPTER I
General Provisions

Art. 887. The credit document, a document necessary for the exercise of the literal and autonomous right contained therein, only takes effect when it fulfills the requirements of the law.
Art. 888. The omission of any legal requirement, which removes from writing its validity as a credit title, does not imply the invalidity of the legal transaction that gave rise to it.
Art. 889. The credit document must contain the date of issue, the precise indication of the rights it confers, and the signature of the issuer.
§ 1 The credit security that does not contain an indication of maturity is in cash.
Paragraph 2. The place of issue and payment is considered, when not indicated in the title, the domicile of the issuer.
§ 3 The title may be issued from the characters created on a computer or equivalent technical means and which are included in the issuer's bookkeeping, subject to the minimum requirements provided for in this article.
Art. 890. The interest clause, the prohibition on endorsement, the exclusion of liability for payment or expenses, which do not comply with prescribed terms and formalities, and which, in addition to the limits established, are not written in the title by law, exclude or restrict rights and obligations.
Art. 891. The credit note, incomplete at the time of issuance, must be filled out in accordance with the adjustments made.
Single paragraph. Failure to comply with the adjustments provided for in this article by those who participated in them does not constitute a reason for opposing the third holder, unless the latter, when acquiring the title, acted in bad faith.
Art. 892. Whoever, without having powers, or exceeding those who have, signs his signature in credit, as agent or representative of others, is personally obliged, and, paying the title, he has the same rights that he would have the alleged principal or principal.
Art. 893. The transfer of the credit title implies all the rights inherent to it.
Art. 894. The bearer of a title representing goods has the right to transfer it, in accordance with the rules that regulate its circulation, or to receive that regardless of any formalities, in addition to the delivery of the duly paid title.
Art. 895. As long as the credit security is in circulation, only it can be given as a guarantee, or be the object of judicial measures, and not separately the rights or goods it represents.
Art. 896. The credit card cannot be claimed from the bearer who acquired it in good faith and in accordance with the rules governing its circulation.

Art. 897. The payment of a credit note, which contains an obligation to pay a specific sum, can be guaranteed by guarantee.
Single paragraph. Partial guarantee is prohibited.
Art. 898. The guarantee must be given on the back or obverse of the title itself.
§ 1 For the validity of the guarantee, given on the obverse of the title, the simple signature of the guarantor is sufficient.
§ 2 The canceled guarantee is considered unwritten.
Art. 899. The guarantor is equivalent to the one whose name he indicates; failing this, to the issuer or final debtor.
§ 1 ° When paying the title, the guarantor has a return action against his guarantor and other previous co-obligors.
§ 2 - The guarantor's responsibility remains, even if the obligation of the person to whom he matches is null and void, unless the nullity results from a formal defect.
Art. 900. The guarantee after maturity produces the same effects as previously given.
Art. 901. The debtor who pays the title to the legitimate holder, on maturity, without opposition, is validly released, unless he acted in bad faith.
Single paragraph. When paying, the debtor may demand regular discharge from the creditor, in addition to the delivery of the security.
Art. 902. The creditor is not obliged to receive payment before the maturity of the security, and the one who pays it, before maturity, is responsible for the validity of the payment.
§ 1 Upon maturity, the creditor cannot refuse payment, even if partial.
§ 2 In the case of partial payment, in which the security tradition is not operated, in addition to the separate settlement, another one must be signed in the security itself.
Art. 903. Unless otherwise specified in a special law, credit securities are governed by the provisions of this Code.

CHAPTER II
From Title to Bearer

Art. 904. The transfer of title to the bearer is done by simple tradition.
Art. 905. The bearer of title to the bearer is entitled to the benefit indicated therein, by simply presenting it to the debtor.
Single paragraph. The installment is due even if the security has entered into circulation against the will of the issuer.
Art. 906. The debtor can only oppose to the bearer an exception based on personal law, or nullity of his obligation.
Art. 907. The bearer title issued without the authorization of a special law is null.
Art. 908. The holder of a torn, but identifiable title, has the right to obtain from the issuer the replacement of the previous one, through the refund of the first and the payment of expenses.
Art. 909. The owner, who loses or loses title, or is unfairly dispossessed, may obtain a new title in court, as well as prevent the payment of capital and income to others.
Single paragraph. The payment, made before being aware of the action referred to in this article, exonerates the debtor, unless it is proven that he was aware of the fact.

CHAPTER III
From Title to Order

Art. 910. The endorsement must be issued by the endorser on the back or obverse of the title itself.
§ 1 The endorser may designate the endorser, and for the validity of the endorsement, given on the back of the title, the simple signature of the endorser is sufficient.
§ 2 The transfer by endorsement is completed with the title tradition.
§ 3º The canceled endorsement, totally or partially, is considered unwritten.
Art. 911. The holder of the current title is deemed to be a legitimate possessor with a regular and uninterrupted series of endorsements, even if the latter is blank.
Single paragraph. Whoever pays for the title is obliged to check the regularity of the series of endorsements, but not the authenticity of the signatures.
Art. 912. Any condition to which the endorser subordinates is not written in the endorsement.
Single paragraph. Partial endorsement is void.

Art. 913. The endorser of a white endorsement can change it to an endorsement in black, completing it with his name or that of a third party; you can endorse the title again, in white or black; or you can transfer it without further endorsement.
Art. 914. Except as otherwise provided in the endorsement, the endorser does not answer for the performance of the title.
§ 1 Assuming responsibility for payment, the endorser becomes joint and several debtors.
§ 2 - Paying the title, has the endorsing action of return against the previous co-obligors.
Art. 915. The debtor, in addition to the exceptions based on the personal relationships he has with the holder, may only oppose to him the exceptions related to the form of the title and its literal content, the falsity of the signature itself, the defect in capacity or representation at the time of subscription, and the lack of a requirement to exercise the share.
Art. 916. Exceptions, based on the debtor's relationship with previous holders, may only be opposed by him to the holder, if the latter, when acquiring the title, acted in bad faith.
Article 917. The constitutive mandate clause, launched in the endorsement, confers on the endorser the exercise of the rights inherent in the title, unless expressly stipulated.
§ 1 The endorsement of endorsement-mandate can only endorse the title again as a proxy, with the same powers that he received.
§ 2 With the death or the supervening incapacity of the endorser, the endorsement-mandate does not lose its effectiveness.
§ 3. The debtor may oppose to the endorsement of the endorsement-mandate only the exceptions it has against the endorser.
Art. 918. The pledge constituting clause, launched in the endorsement, confers on the endorser the exercise of the rights inherent to the title.
§ 1 The endorsement of endorsement-pledge can only endorse the title again as a proxy.
Paragraph 2. The debtor cannot oppose the endorsement of the endorsement-pledge the exceptions he had against the endorser, unless the latter acted in bad faith.
Art. 919. The acquisition of a security order, by means of a different endorsement, has the effect of civil assignment.
Art. 920. The endorsement after expiration has the same effects as the previous one.

CHAPTER IV
From Nominative Title

Article 921. A registered title is one issued in favor of a person whose name appears on the issuer's register.
Article 922. The nominative title is transferred by means of a term, in the issuer's register, signed by the owner and the acquirer.
Art. 923. The nominative title can also be transferred by endorsement containing the name of the endorser.
§ 1 The transfer by endorsement is only effective before the issuer, once the competent annotation is made in its registration, and the issuer may require the endorser to prove the authenticity of the endorser's signature.
§ 2 The endorser, legitimized by a regular and uninterrupted series of endorsements, has the right to obtain registration in the issuer's register, proving the authenticity of the signatures of all endorsers.
§ 3 If the original security contains the name of the original owner, the acquirer has the right to obtain a new security from the issuer, in his name, and the issuance of the new security must be included in the issuer's registration.
Article 924. With the exception of a legal prohibition, the nominative title may be transformed into a payment order or bearer, at the request of the owner and at his expense.
Art. 925. The issuer who in good faith makes the transfer in the manner indicated in the previous articles is exempt from liability.
Art. 926. Any business or judicial measure, which has the object of the security, only takes effect before the issuer or third parties, once the competent annotation is made in the issuer's registration.

TITLE IX
Civil Liability

CHAPTER I
Obligation to Indemnify

Art. 927. Anyone who, by an unlawful act (arts. 186 and 187), causes harm to others, is obliged to repair it.

Single paragraph. There will be an obligation to repair the damage, regardless of fault, in the cases specified by law, or when the activity normally carried out by the author of the damage, by its nature, poses a risk to the rights of others.
Art. 928. The incapacitated person is liable for the damages he causes, if the persons responsible for him are not obliged to do so or do not have sufficient means.
Single paragraph. The indemnity provided for in this article, which must be equitable, will not take place if the incapacitated person or the people who depend on him are deprived of the necessary.
Art. 929. If the injured person, or the owner of the thing, in the case of item II of art. 188, are not guilty of the danger, they will be entitled to compensation for the damage they have suffered.
Art. 930. In the case of item II of art. 188, if the danger occurs through the fault of a third party, the person responsible for the damage will have a regressive action against the damage that has been reimbursed to the injured party.
Single paragraph. The same action will compete against the one in defense of whom the damage was caused (art. 188, item I).
Art. 931. Except for other cases provided for in a special law, individual entrepreneurs and companies respond regardless of fault for the damages caused by the products put into circulation.
Art. 932. The following are also responsible for civil reparation:
I - parents, for minor children under their authority and in their company;
II - the tutor and the curator, for the pupils and curatelados, who are in the same conditions;
III - the employer or principal, for their employees, servants and agents, in the exercise of the work that is their responsibility, or because of it;
IV - the owners of hotels, inns, houses or establishments where they stay for money, even for educational purposes, by their guests, residents and students;
V - those who have freely participated in the proceeds of crime, up to the competing amount.
Art. 933. The persons indicated in items I to V of the preceding article, even if there is no fault on their part, will answer for the acts practiced by the third parties mentioned therein.
Art. 934. Whoever reimburses the damage caused by another person can recover what he has paid from the one for whom he paid, unless the person causing the damage is his descendant, absolutely or relatively incapable.
Art. 935. Civil liability is independent from criminal liability, and it is not possible to question more about the existence of the fact, or who the perpetrator is, when these issues are decided in the criminal court.
Art. 936. The owner, or keeper, of the animal will reimburse the damage caused by it, if it does not prove the victim's guilt or force majeure.
Art. 937. The owner of a building or construction is liable for damages resulting from his ruin, if it comes from a lack of repairs, the need for which was manifest.
Art. 938. Whoever lives in a building, or part of it, is responsible for the damage arising from things that fall from it or are thrown in an improper place.
Art. 939. The creditor who sues the debtor before the debt is due, outside the cases in which the law permits, will be obliged to wait for the remaining time to maturity, to discount the corresponding interest, although stipulated, and to pay double the costs.
Art. 940. Whoever demands for debt has already paid, in whole or in part, without saving the amounts received or asking for more than is due, will be obliged to pay the debtor, in the first case, twice what he has charged and, in the second, the equivalent of what is required of it, unless there is a prescription.
Art. 941. The penalties provided for in arts. 939 and 940 will not apply when the plaintiff withdraws the action before the dispute is contested, except for the defendant's right to indemnity for any loss that proves to have suffered.
Art. 942. The assets of the person responsible for the offense or violation of the rights of others are subject to compensation for the damage caused; and, if the offense has more than one perpetrator, everyone will be jointly and severally liable for the reparation.
Single paragraph. The co-authors and the persons designated in art. 932.
Art. 943. The right to demand reparation and the obligation to render it are transferred with the inheritance.

CHAPTER II
Indemnity

Art. 944. The indemnity is measured by the extent of the damage.
Single paragraph. If there is an excessive disproportion between the severity of the fault and the damage, the judge may equitably reduce the indemnity.

Art. 945. If the victim has been guilty of competing for the harmful event, his indemnity will be fixed taking into account the seriousness of his guilt in comparison with that of the perpetrator of the damage.
Art. 946. If the obligation is undetermined, and there is no provision in the law or in the contract stipulating the indemnity due by the defaulting party, the amount of losses and damages will be determined in the manner determined by the procedural law.
Art. 947. If the debtor is unable to fulfill the installment in the adjusted type, it will be replaced by its value, in local currency.
Art. 948. In the case of homicide, the indemnity consists, without excluding other reparations:
I - in the payment of expenses for the treatment of the victim, his funeral and the mourning of the family;
II - in providing food to the people to whom the deceased owed them, taking into account the probable duration of the victim's life.
Art. 949. In the case of injury or other health offense, the offender will indemnify the victim of the treatment expenses and loss of profits until the end of the convalescence, in addition to any other damage that the victim proves to have suffered.
Art. 950. If the offense results in a defect for which the victim cannot exercise his trade or profession, or if his ability to work decreases, the indemnity, in addition to the treatment expenses and lost profits until the end of the convalescence, will include pension corresponding to the importance of the work for which he was disabled, or the depreciation he suffered.
Single paragraph. The aggrieved party, if he prefers, may demand that the indemnity be arbitrated and paid at once.
951. The provisions of arts. 948, 949 and 950 also apply in the case of indemnity due by the person who, in the exercise of professional activity, due to negligence, imprudence or malpractice, causes the patient's death, aggravates the illness, causes injury, or disables you to work.
Art. 952. In the event of usurpation or the obliteration of others, in addition to the restitution of the thing, the indemnity will consist in paying the value of its deteriorations and the due due to loss of profits; if the thing is missing, its equivalent should be reimbursed.
Single paragraph. In order to restore the equivalent, when the thing itself does not exist, it will be estimated by its ordinary price and that of affection, as long as it does not take advantage of that price.
Art. 953. The indemnity for injury, defamation or slander will consist in repairing the damage that results to the victim.
Single paragraph. If the victim cannot prove material damage, it will be up to the judge to establish, equitably, the amount of compensation, in accordance with the circumstances of the case.
Art. 954. The indemnity for offense to personal freedom will consist of the payment of the losses and damages that come to the victim, and if the victim cannot prove damage, the provisions of the sole paragraph of the preceding article apply.
Single paragraph. Offenders of personal freedom are considered:
I - the private prison;
II - imprisonment for a false or bad faith complaint or complaint;
III - illegal imprisonment.

TITLE X
Credit Preferences and Privileges

Art. 955. Insolvency is declared whenever debts exceed the amount of the debtor's assets.
Art. 956. The discussion between creditors may refer either to the preference between them disputed, or to nullity, simulation, fraud, or false debts and contracts.
Article 957. If there is no legal title to the preference, creditors will have equal rights over the assets of the common debtor.
Article 958. The legal titles of preference are privileges and real rights.
Art. 959. Creditors, mortgages or privileged persons retain their respective rights:
I - on the insurance price of the thing recorded with a mortgage or privilege, or on the indemnity due, with the person responsible for the loss or damage of the thing;
II - on the amount of the indemnity, if the thing obliged to the mortgage or privilege is expropriated.
Art. 960. In the cases referred to in the preceding article, the debtor of the insurance, or indemnity, exonerates himself by paying without opposition from the mortgage or privileged creditors.
Art. 961. Real credit prefers personnel of any kind; privileged personal credit, to the simple; and the special privilege, in general.

Art. 962. When two or more creditors of the same class, especially privileged, compete for the same assets, with an apportionment proportional to the value of the respective credits, if the product is not enough for the full payment of all.
Art. 963. The special privilege only includes goods subject, by express provision of law, to the payment of the credit that it favors; and the general, all assets not subject to real credit or special privilege.
Art. 964. They have special privilege:
I - on the collected and settled thing, the creditor of court costs and expenses made with the collection and settlement;
II - on the saved thing, the creditor for rescue expenses;
III - on the benefited thing, the creditor for necessary or useful improvements;
IV - on rustic or urban buildings, factories, workshops, or any other construction, the creditor of materials, money, or services for its construction, reconstruction, or improvement;
V - on agricultural fruits, the creditor for seeds, instruments and services to the crop, or to the harvest;
VI - on implements and household utensils, in rustic or urban buildings, the rental creditor, regarding the installments for the current and the previous year;
VII - on the copies of the work existing in the mass of the editor, the author of it, or its legitimate representatives, for the credit founded against that in the publishing contract;
VIII - on the product of the harvest, for which he has competed with his work, and mainly to any other credits, even if real, the agricultural worker, regarding the debt of his wages.
IX - on slaughter products, the creditor for animals. (Included by Law No. 13,176, 2015)
Art. 965. It enjoys general privilege, in the following order, over the debtor's assets:
I - the credit for the expense of his funeral, made according to the condition of the deceased and the custom of the place;
II - credit for legal costs, or for expenses with collection 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 moderate;
IV - the credit for expenses with the illness of which the debtor died, in the semester before his death;
V - the credit for the expenses necessary to maintain the deceased debtor and his family, in the quarter prior to the death;
VI - the credit for taxes due to the Public Treasury, in the current and previous year;
VII - credit for the salaries of employees of the debtor's domestic service, in the last six months of life;
VIII - the other credits of general privilege.

BOOK II
Company Law
TITLE I
Of the Businessman
CHAPTER I
Characterization and Inscription

Article 966. An entrepreneur is considered to be one who professionally carries out organized economic activity for the production or circulation of goods or services.
Single paragraph. It is not considered an entrepreneur who exercises an intellectual profession, of a scientific, literary or artistic nature, even with the help of assistants or collaborators, unless the exercise of the profession constitutes a company element.
Art. 967. It is mandatory to register the entrepreneur in the Public Registry of Mercantile Companies of the respective headquarters, before the beginning of his activity.
Art. 968. The entrepreneur's registration will be made upon request that contains:
I - your name, nationality, domicile, marital status and, if married, the property regime;
II - the signature, with the respective autograph signature that may be replaced by the authenticated signature with digital certification or equivalent means that proves its authenticity, except for the provisions of item I of § 1 of art. 4 of Complementary Law No. 123, of December 14, 2006; (Wording given by Complementary Law nº 147, of 2014)
III - the capital;
IV - the object and headquarters of the company.

§ 1 With the indications established in this article, the registration will be taken by term in the proper book of the Public Registry of Mercantile Companies, and will obey the continuous order number for all registered entrepreneurs.
Paragraph 2. In the margin of the registration, and with the same formalities, any changes that occur therein will be noted.
§ 3 If the individual entrepreneur admits partners, he / she may request the Public Registry of Mercantile Companies to transform his / her registration as an entrepreneur to register a company, observing, where applicable, the provisions of arts. 1,113 to 1,115 of this Code. (Included by Complementary Law No. 128, 2008)
§ 4 The process of opening, registering, changing and discharging the individual micro-entrepreneur mentioned in art. 18-A of Complementary Law No. 123, of December 14, 2006, as well as any requirement for the beginning of its operation must have a special and simplified procedure, preferably electronic, optional for the entrepreneur, in the manner to be disciplined by the Management Committee of the National Network for the Simplification of the Registration and Legalization of Enterprises and Businesses - CGSIM, referred to in item III of art. 2 of the same Law. (Included by Law No. 12,470, of 2011)
§ 5 For the purposes of § 4, the use of the firm, with the respective autograph signature, capital, requirements, other signatures, information related to nationality, marital status and property regime, as well as the sending of documents, may be waived. in the form established by CGSIM. (Included by Law No. 12,470, of 2011)
Article 969. The entrepreneur who establishes a branch, subsidiary or agency, in a place subject to the jurisdiction of another Public Registry of Mercantile Companies, must also register it, with proof of original registration.
Single paragraph. In any case, the constitution of the secondary establishment must be registered in the Public Registry of Mercantile Companies of the respective headquarters.
Art. 970. The law will ensure favored, differentiated and simplified treatment for rural entrepreneurs and small businesses, regarding registration and the resulting effects.
Art. 971. The entrepreneur, whose rural activity constitutes his main profession, may, subject to the formalities referred to in art. 968 and its paragraphs, require registration in the Public Registry of Mercantile Companies at the respective headquarters, in which case, after being registered, it will be treated, for all purposes, as the entrepreneur subject to registration.

CHAPTER II
Capacity

Art. 972. Those who are in full civil capacity and are not legally prevented can exercise the activity of entrepreneur.
Art. 973. The person legally prevented from exercising his own entrepreneurial activity, if he exercises it, will be responsible for the contracted obligations.
Article 974. The incapacitated person, through a representative or duly assisted, may continue the company previously exercised by him while able, by his parents or by the author of inheritance.
§ 1 In the cases of this article, judicial authorization will precede, after examining the circumstances and risks of the company, as well as the convenience of continuing it, and the authorization may be revoked by the judge, after hearing the parents, guardians or legal representatives of the minor or prohibited, without prejudice to the rights acquired by third parties.
Paragraph 2. The assets that the incapacitated person already had, at the time of the succession or interdiction, are not subject to the company's results, provided they are foreign to the company's collection, and such facts must be included in the license granting the authorization.
§ 3 The Public Registry of Mercantile Companies in charge of the Commercial Boards must register contracts or contractual changes of a company involving an incapacitated partner, provided that the following assumptions are met jointly: (Included by Law No. 12,399, 2011)
I - the incapacitated partner cannot exercise the management of the company; (Included by Law No. 12,399, of 2011)
II - the share capital must be fully paid up; (Included by Law No. 12,399, of 2011)
III - the relatively incapacitated partner must be assisted and the absolutely incapable one must be represented by their legal representatives. (Included by Law No. 12,399, of 2011)
Article 975. If the representative or assistant of the incapacitated person is a person who, by law, is unable to exercise the activity of an entrepreneur, he will appoint, with the approval of the judge, one or more managers.
§ 1 In the same way, a manager will be appointed in all cases in which the judge considers it convenient.
§ 2 The approval of the judge does not exempt the representative or assistant of the minor or the interdiction of responsibility for the acts of the appointed managers.

Art. 976. The proof of emancipation and authorization of the incapacitated, in the cases of art. 974, and the eventual revocation thereof, will be registered or registered with the Public Registry of Mercantile Companies.
Single paragraph. The use of the new firm will be the responsibility of the manager, as appropriate; or the representative of the incapacitated; or to this, when it can be authorized.
Art. 977. Spouses are allowed to contract a partnership, between themselves or with third parties, as long as they have not married under the regime of universal communion of goods, or mandatory separation.
Art. 978. The married businessman can, without the need for a marital grant, whatever the property regime, dispose of the properties that make up the company's assets or record them with real encumbrance.
Art. 979. In addition to the Civil Registry, the entrepreneur's prenuptial pacts and declarations, the title of donation, inheritance, or legacy, of assets clause of incommunicability or inalienability will be filed and registered in the Public Registry of Mercantile Companies.
Art. 980. The sentence that decrees or ratifies the legal separation of the entrepreneur and the act of reconciliation cannot be opposed to third parties, before being filed and registered with the Public Registry of Mercantile Companies.

TITLE I-A
(Included by Law No. 12,441, of 2011) (Effective)
INDIVIDUAL LIMITED LIABILITY COMPANY

Article 980-A. The individual limited liability company will be constituted by a single person holding the entire share capital, duly paid up, which will not be less than 100 (one hundred) times the highest minimum wage in force in the country. (Included by Law No. 12,441, of 2011) (Validity)
§ 1 The corporate name must be formed by the inclusion of the expression "EIRELI" after the firm or company name of the individual limited liability company. (Included by Law No. 12,441, of 2011) (Effective)
§ 2 The natural person who constitutes an individual limited liability company may only appear in a single company of this type. (Included by Law No. 12,441, of 2011) (Effective)
Paragraph 3. The individual limited liability company may also result from the concentration of quotas of another corporate type in a single partner, regardless of the reasons that motivated such concentration. (Included by Law No. 12,441, of 2011) (Effective)
§ 4 (VETOED). (Included by Law No. 12,441, of 2011) (Effective)
Paragraph 5. The remuneration resulting from the assignment of the author's rights or image, name, brand or voice held by the legal entity, may be attributed to the individual limited liability company constituted for the provision of services of any nature. professional activity. (Included by Law No. 12,441, of 2011) (Effective)
§ 6 The individual rules of limited liability apply to the individual limited liability company, where applicable. (Included by Law No. 12,441, of 2011) (Effective)
§ 7 Only the company's equity will be responsible for the debts of the individual limited liability company, in which case it will not be confused, in any situation, with the equity of the holder that constitutes it, except in cases of fraud. (Included by Law No. 13,874, of 2019)

TITLE II
Of society
SINGLE CHAPTER
General Provisions

Art. 981. The articles of association are signed by persons who reciprocally undertake to contribute, with goods or services, to the exercise of economic activity and the sharing, among themselves, of the results.
Single paragraph. The activity can be restricted to the realization of one or more specific businesses.
Art. 982. Except for the express exceptions, a company is considered to be a company whose object is the exercise of its own activity as a subject to registration (art. 967); and, simple, the others.
Single paragraph. Regardless of its purpose, the corporation is considered a corporation; and, simply, the cooperative.
Art. 983. The company must be formed according to one of the types regulated in arts. 1,039 to 1,092; simple society can be constituted in conformity with one of these types, and, failing to do so, is subordinate to its own norms.
Single paragraph. The provisions concerning the partnership account and the cooperative are highlighted, as well as those contained in special laws that, for the exercise of certain activities, impose the constitution of the company according to a certain type.

Art. 984. A company whose object is the exercise of its own activity as a rural entrepreneur and is constituted, or transformed, according to one of the types of business society, can, with the formalities of art. 968, request registration with the Public Registry of Mercantile Companies at its headquarters, in which case, after being registered, it will be treated, for all purposes, with the company.
Single paragraph. Although the company has already been formed according to one of those types, the application for registration will be subject, as applicable, to the rules governing the transformation.
Art. 985. The company acquires legal personality with the registration, in its own register and in the form of the law, of its constitutive acts (arts. 45 and 1,150).

SUBTITLE I
Non-Personified Society
CHAPTER I
Common Society

Art. 986. As long as the constitutive acts are not registered, the company will be governed, except for actions in organization, by the provisions of this Chapter, observed, subsidiarily and in what are compatible with it, the rules 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 company, but the third parties can prove it in any way.
Art. 988. Social assets and debts constitute special assets, of which the members are jointly owners.
Art. 989. The social assets are responsible for the management acts performed by any of the partners, except for an express pact limiting powers, which will only be effective against the third party who knows or should know it.
Art. 990. All members are jointly and severally liable for social obligations, excluding the benefit of order, provided for in art. 1,024, the one who hired for the company.

CHAPTER II
From the Company in Equity Account

Art. 991. In the partnership account, the constitutive activity of the corporate object is exercised only by the ostensible partner, in his individual name and under his own and exclusive responsibility, the others participating in the corresponding results.
Single paragraph. Only the ostensible partner is obliged before a third party; and, exclusively before him, the participating partner, under the terms of the social contract.
Art. 992. The constitution of the company in a participation account is independent of any formality and can be proven by all means of law.
Art. 993. The social contract takes effect only among the partners, and the eventual registration of its instrument in any registry does not confer legal personality on the company.
Single paragraph. Without prejudice to the right to supervise the management of social business, the participating partner cannot take part in the relationship of the ostensible partner with third parties, under penalty of being jointly and severally liable for the obligations in which it intervenes.
Art. 994. The contribution of the participating partner constitutes, with that of the ostensible partner, special assets, object of the participation account related to social businesses.
§ 1 The specialization of assets only takes effect in relation to the partners.
§ 2 The bankruptcy of the ostensible partner results in the dissolution of the company and the settlement of the respective account, the balance of which will constitute unsecured credit.
§ 3 When the participating partner fails, the social contract is subject to the rules that regulate the effects of bankruptcy on the bankrupt's bilateral contracts.
Art. 995. Unless stipulated to the contrary, the ostensible partner cannot admit a new partner without the express consent of the others.
Art. 996. The provision for the simple company is applied to the company in a participation account, and in what is compatible with it, and its settlement is governed by the rules related to the rendering of accounts, in the form of the procedural law .
Single paragraph. If there is more than one ostensible partner, the respective accounts will be rendered and judged in the same process.

SUBTITLE II
Personified Society
CHAPTER I
Simple Society

Section I

Social Contract

Art. 997. The company is constituted by written contract, private or public, which, in addition to clauses stipulated by the parties, will mention:

I - name, nationality, marital status, profession and residence of the partners, if natural persons, and the firm or denomination, nationality and headquarters of the partners, if legal;

II - company name, object, headquarters and term;

III - capital of the company, expressed in current currency, being able to comprise any kind of assets, susceptible of pecuniary evaluation;

IV - the share of each partner in the share capital, and the manner of realizing it;

V - the benefits to which the partner is obliged, whose contribution consists of services;

VI - natural persons entrusted with the management of society, and their powers and duties;

VII - the share of each partner in profits and losses;

VIII - whether the partners are responsible, or not, in the alternative, for social obligations.

Single paragraph. Any separate pact, contrary to the provisions of the contract instrument, is ineffective in relation to third parties.

Art. 998. In the thirty days following its constitution, the company must request the registration of the social contract in the Civil Registry of Legal Entities at the place of its headquarters.

§ 1 The application for registration will be accompanied by the authenticated instrument of the contract, and, if any partner has been represented by a proxy, that of the respective power of attorney, as well as, if applicable, proof of authorization by the competent authority.

§ 2º With all the indications listed in the previous article, the registration will be taken by term in the proper registration book, and will obey the continuous order number for all registered companies.

Article 999. The amendments to the articles of association, which have as their subject matter indicated in art. 997, depend on the consent of all members; the others 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 articles of association will be registered, following the formalities provided for in the previous article.

Art. 1,000. The simple company that establishes a branch, subsidiary or agency in the constituency of another Civil Registry of Legal Entities, must also register it, with proof of original registration.

Single paragraph. In any case, the constitution of the branch, branch or agency must be registered with the Civil Registry of the respective headquarters.

Section II

Members' Rights and Obligations

Art. 1,001. The obligations of the partners start immediately with the contract, if this does not fix another date, and end when, after the company is liquidated, the social responsibilities are extinguished.

Article 1.002. The partner cannot be replaced in the performance of his duties, without the consent of the other partners, expressed in modification of the articles of association.

Article 1.003. The total or partial assignment of quota, without the corresponding modification of the articles of association with the consent of the other partners, will not be effective with respect to these and the company.

Single paragraph. Up to two years after the modification of the contract is registered, the assignor is jointly and severally liable with the assignee, before the company and third parties, for the obligations he had as a partner.

Article 1.004. The partners are obliged, in the form and foreseen term, to the contributions established in the articles of association, and the one who fails to do so, within thirty days after the notification by the company, will answer to the company for the damage arising from the delay.

Single paragraph. Once the arrears are verified, the majority of the other partners may prefer the indemnification partner to be excluded, or reduce the quota to the amount already paid, applying, in both cases, the provisions of § 1 of art. 1,031.

Article 1.005. The partner who, by way of social quota, transmits dominion, possession or use, is responsible for eviction; and the debtor's solvency, whoever transfers credit.

Article 1.006. The partner, whose contribution consists of services, may not, unless otherwise agreed, engage in an activity foreign to society, under penalty of being deprived of its profits and excluded from it.

Article 1.007. Unless stipulated to the contrary, the partner participates in profits and losses, in proportion to the respective shares, but the partner, whose contribution consists of services, only participates in profits in proportion to the average value of the shares.

Article 1.008. The contractual stipulation that excludes any partner from participating in profits and losses is null.

Article 1.009. The distribution of illicit or fictitious profits entails joint and several liability of the administrators who make it and of the partners who receive it, knowing or should know their illegitimacy.

Section III

Administration

Art. 1010. When, by law or by the articles of association, it is up to the partners to decide on the company's business, the decisions will be taken by majority of votes, counted according to the value of the shares of each one.

§ 1 The formation of an absolute majority requires votes corresponding to more than half of the capital.

§ 2 o The decision supported by the greatest number of members prevails in the event of a tie, and if this persists, the judge will decide.

§ 3 The partner who, having an interest contrary to that of the company, participates in the resolution that approves it thanks to his vote, is responsible for losses and damages.

Art. 1,011. The administrator of the company must exercise the care and diligence that every active and honest man usually employs in the management of his own business.

§ 1 o In addition to the persons prevented by special law, those sentenced to a penalty that prohibits, even temporarily, access to public offices may not be administrators; or for bankruptcy, malfeasance, bribery or bribery, concussion, embezzlement; or against the popular economy, against the national financial system, against rules of defense of competition, against consumer relations, public faith or property, while the effects of the condemnation endure.

§ 2 o The provisions concerning the mandate apply to the activity of the administrators, as appropriate.

Article 1.012. The administrator, appointed by a separate instrument, must register it on the margins of the company's registration, and, for the acts he performs, before requesting the registration, he responds personally and jointly with the company.

Article 1.013. The management of the company, with no provision for the articles of association, is the responsibility of each partner separately.

§ 1 If the administration competes separately for several administrators, each one can challenge the operation intended by another, with the decision of the partners, by majority of votes.

§ 2 The administrator who carries out operations is responsible for losses and damages to the company, knowing or should know that he was acting in disagreement with the majority.

Article 1.014. In the acts of joint competence of several administrators, it is necessary for everyone to participate, except in urgent cases, in which the omission or delay of the measures may cause irreparable or serious damage.

Article 1.015. In the silence of the contract, the administrators can practice all the acts pertinent to the management of the company; not constituting a corporate object, the encumbrance or the sale of real estate depends on what the majority of the partners decide.

Single paragraph. Excess by the administrators can only be opposed to third parties if at least one of the following hypotheses occurs:

I - if the limitation of powers is registered or registered in the company's register;

II - proving that she was known to the third party;

III - in the case of an operation evidently foreign to the company's business.

Article 1.016. The managers are jointly and severally liable to the company and the injured third parties, due to fault in the performance of their duties.

Article 1.017. The administrator who, without written consent of the partners, applies credits or social assets for his own benefit or for the benefit of third parties, will have to return them to the company, or pay the equivalent, with all the resulting profits, and, if there is a loss, for him too answer to.

Single paragraph. The administrator is subject to sanctions who, having any interest contrary to that of the company, take part in the corresponding decision.

Article 1.018. The administrator is forbidden to have himself substituted in the exercise of his functions, being allowed, within the limits of his powers, to appoint representatives of the company, specified in the instrument the acts and operations that they may perform.

Art. 1,019. The powers of the invested partner in the management are irrevocable by an express clause of the articles of association, unless justified, legally recognized, at the request of any of the partners.

Single paragraph. The powers granted to a member by a separate act, or who is not a member, may be revoked at any time.

Art. 1,020. Administrators are obliged to provide justified accounts of their management to the partners, and present the inventory to them annually, as well as the balance sheet and the economic result.

Art. 1,021. Unless stipulated that determines its own time, the partner may, at any time, examine the books and documents, and the condition of the company's cash and portfolio.

Section IV

Relations with Third Parties

Article 1.022. The company acquires rights, assumes obligations and proceeds in court, through administrators with special powers, or, if not, through any administrator.

Art. 1.023. If the company's assets do not cover its debts, the partners answer for the balance, in the proportion in which they participate in the social losses, except for the joint and several liability clause.

Art. 1,024. The private assets of the partners cannot be executed for the debts of the company, but after the social assets have been executed.

Art. 1,025. The partner, admitted to a company that has already been incorporated, is not exempt from social debts prior to admission.

Art. 1,026. The private creditor of a partner may, in the absence of other assets of the debtor, cause the execution to fall on what falls to him in the profits of the company, or on the part that touches him in liquidation.

Single paragraph. If the company is not dissolved, the creditor may request the settlement of the debtor's quota, the value of which, as determined in art. 1,031, will be deposited in cash, in the execution court, up to ninety days after that settlement.

Art. 1,027. The heirs of the spouse of a partner, or the spouse of the person who has been legally separated, cannot immediately demand their share of the social quota, but compete for the periodic division of profits, until the company is liquidated.

Section V

The Resolution of the Society in Relation to a Partner

Art. 1,028. In the event of the death of a member, the quota will be paid, except:

I - if the contract provides otherwise;

II - if the remaining partners choose to dissolve the company;

III - if, by agreement with the heirs, the replacement of the deceased partner is regulated.

Article 1.029. In addition to the cases provided for by law or in the contract, any partner may withdraw from the company; if for an indefinite period, upon notification to the other members, with a minimum of sixty days in advance; if of a determined term, proving judicially just cause.

Single paragraph. In the thirty days following the notification, the other partners may choose to dissolve the company.

Art. 1,030. Except as provided in art. 1.004 and its sole paragraph, the member may be judicially excluded, at the initiative of the majority of the other members, due to a serious lack of compliance with his obligations, or even due to supervening incapacity.

Single paragraph. The declared declared bankrupt partner, or the one whose share has been paid under the terms of the sole paragraph of art. 1,026.

Art. 1.031. In cases where the company resolves itself in relation to a partner, the value of its share, considered by the amount effectively realized, will be settled, unless otherwise provided in the contract, based on the company's equity situation, at the date of resolution , verified in a specially raised balance sheet.

§ 1 The share capital will suffer a corresponding reduction, unless the other partners supply the share value.

§ 2 The settled quota will be paid in cash, within ninety days, from the settlement, unless agreed, or contractual stipulation to the contrary.

Art. 1,032. The withdrawal, exclusion or death of the partner does not release him, or his heirs, from responsibility for previous social obligations, up to two years after the company's resolution is registered; nor in the first two cases, for the subsequent ones and in the same period, until the annotation is required.

Section VI

Dissolution

Art. 1,033. Society dissolves when it occurs:

I - the expiration of the term, unless, once this has expired and without opposition from a partner, the company does not go into liquidation, in which case it will be extended indefinitely;

II - the unanimous consensus of the partners;

III - the resolution of the partners, by absolute majority, in the company for an indefinite period;

IV - the lack of plurality of partners, not reconstituted within one hundred and eighty days;

V - the extinction, in the form of the law, of authorization to operate.

Single paragraph. The provisions of item IV do not apply if the remaining partner, including in the event of concentration of all the shares of the company under his ownership, requires, in the Public Registry of Mercantile

Companies, to transform the registration of the company to an individual entrepreneur or to an individual company limited liability, subject, where applicable, to the provisions of arts. 1,113 to 1,115 of this Code. (Wording given by Law No. 12,441, of 2011) (Effective)
Art. 1,034. The company may be dissolved in court, at the request of any partner, when:
I - annulled its constitution;
II - the social purpose is exhausted, or its unenforceability is verified.
Art. 1.035. The contract may provide for other causes of dissolution, to be judicially verified when challenged.
Art. 1,036. Once the dissolution has taken place, the administrators must immediately arrange for the liquidator to invest, and restrict their own management to urgent business, with new operations being forbidden, for which they will jointly and jointly answer.
Single paragraph. Once the partnership has been dissolved in full, the partner may request, from the outset, judicial liquidation.
Art. 1,037. In the event provided for in item V of art. 1.033, the Public Prosecutor's Office, as soon as the competent authority informs him, will promote the judicial liquidation of the company, if the administrators have not done so within thirty days after the loss of the authorization, or if the partner has not exercised the right ensured in the sole paragraph the preceding article.
Single paragraph. If the Public Ministry does not promote the judicial liquidation of the company within fifteen days after receiving the communication, the authority competent to grant the authorization will appoint an intervener with powers to request the measure and administer the company until the liquidator is appointed.
Art. 1,038. If he is not appointed in the articles of association, the liquidator will be elected by resolution of the partners, and the choice may fall on a person who is not part of the company.
§ 1 The liquidator may be removed at any time:
I - if elected in the manner provided for in this article, upon resolution by the partners;
II - in any case, by judicial means, at the request of one or more partners, with just cause.
§ 2 The liquidation of the company proceeds in accordance with the provisions of Chapter IX of this Subtitle.

CHAPTER II
Society in Collective Name

Art. 1.039. Only individuals can take part in society on a collective basis, with all members being jointly and severally liable for social obligations.
Single paragraph. Without prejudice to liability to third parties, the members, in the constitutive act, or by unanimous subsequent agreement, limit each other's liability between themselves.
Art. 1,040. Society in a collective name is governed by the rules of this Chapter and, where it is omitted, by those of the preceding Chapter.
Art. 1,041. The contract must mention, in addition to the indications referred to in art. 997, the social firm.
Art. 1,042. The management of the company is exclusively for partners, and the use of the firm, within the limits of the contract, is exclusive to those who have the necessary powers.
Art. 1,043. The private creditor of a partner cannot, before the company dissolves, intend to settle the debtor's quota.
Single paragraph. You can do this when:
I - the company has been tacitly extended;
II - in the event of a contractual extension, the creditor's opposition is accepted in court, raised within ninety days, counted from the publication of the dilatory act.
Art. 1,044. The company dissolves itself by any means due to any of the causes listed in art. 1,033 and, if a businesswoman, also for declaring bankruptcy.

CHAPTER III
From the Society in Comandita Simples

Art. 1,045. In the limited partnership, members of two categories take part: the limited partners, individuals, jointly and severally responsible for social obligations; and the commanders, obliged only by the value of their quota.
Single paragraph. The contract must discriminate between the limited partners and the limited partners.
Art. 1,046. The limited partnership rules apply to the limited partnership, as far as they are compatible with those of this Chapter.
Single paragraph. The general partners are entitled to the same rights and obligations as the members of the company in a collective name.

Art. 1,047. Without prejudice to the ability to participate in the company's deliberations and to supervise its operations, the incumbent may not perform any management act, nor have his name in the corporate name, under the risk of being subject to the responsibilities of a joint partner.
Single paragraph. The commander may be appointed as a company attorney, for a specific business and with special powers.
Art. 1,048. Only after the modification of the contract is registered, does it take effect, as for third parties, the reduction of the shareholder's quota, as a result of the share capital having been reduced, always without prejudice to the pre-existing creditors.
Art. 1,049. The limited partnership is not obliged to replace profits received in good faith and according to the balance sheet.
Single paragraph. The share capital having been reduced due to supervening losses, the incumbent may not receive any profits, before the reinstated one.
Art. 1,050. In the event of the death of a limited partner, the company, unless otherwise specified in the contract, will continue with its successors, who will designate who represents them.
Art. 1.051. Society is fully dissolved:
I - for any of the causes foreseen in art. 1,044;
II - when the absence of one of the partner categories persists for more than one hundred and eighty days.
Single paragraph. In the absence of a limited partner, the limited partners will appoint a provisional administrator to perform, during the period referred to in item II and without assuming the condition of partner, the acts of administration.

CHAPTER IV
Limited Company

Section I
Preliminary Provisions

Art. 1,052. In the limited partnership, the liability of each partner is restricted to the value of its shares, but all are jointly liable for the payment of the share capital.
§ 1 The limited liability company may consist of 1 (one) or more persons. (Included by Law No. 13,874, of 2019)
§ 2 If it is a sole proprietorship, the provisions on the articles of association shall apply to the document of incorporation of the sole partner, where applicable. (Included by Law No. 13,874, of 2019)
Art. 1,053. The limited liability company is governed, in the omissions of this Chapter, by the rules of the simple partnership.
Single paragraph. The articles of association may provide for the supplementary regency of the company limited by the rules of the corporation.
Art. 1,054. The contract will mention, as appropriate, the indications of art. 997, and, if applicable, the corporate name.

Section II
Quotas

Art. 1,055. The share capital is divided into shares, equal or unequal, with one or several shares belonging to each partner.
§ 1 For the exact estimation of assets conferred on the share capital, all partners are jointly liable, up to a period of five years from the date of registration of the company.
§ 2 Contributions consisting of services rendered are prohibited.
Art. 1,056. The quota is indivisible in relation to the company, except for the purpose of transfer, in which case the provisions of the following article will be observed.
§ 1 In the case of a quota condominium, the rights inherent to it can only be exercised by the joint owner, or by the owner of the deceased partner's estate.
§ 2 Without prejudice to the provisions of art. 1,052, individuals with undivided shares are jointly liable for the installments necessary for their payment.
Art. 1,057. In the omission of the contract, the partner may assign his share, totally or partially, to anyone who is a partner, regardless of the audience of others, or to a stranger, if there is no opposition from holders of more than a quarter of the share capital.
Single paragraph. The assignment will be effective for the company and third parties, including for the purposes of the sole paragraph of art. 1,003, from the registration of the respective instrument, subscribed by the consenting partners.

Art. 1,058. If the remittance share is not paid, the other partners may, without prejudice to the provisions of art. 1.004 and its sole paragraph, take it for yourself or transfer it to third parties, excluding the original holder and returning to him what he has paid, less the interest on arrears, the installments established in the contract plus expenses.
Art. 1,059. The partners will be obliged to replace the profits and amounts withdrawn, in any capacity, even if authorized by the contract, when such profits or amount are distributed with a loss of capital.
Section III
Administration
Art. 1,060. The limited liability company is managed by one or more persons designated in the articles of association or in a separate act.
Single paragraph. The administration assigned in the contract to all partners does not extend to those who subsequently acquire this quality.
Art. 1.061. The appointment of non-partner directors will depend on the approval of the partners' unanimity, while the capital has not been paid up, and of 2/3 (two thirds), at least, after the payment. (Wording given by Law nº 12.375, of 2010)
Art. 1,062. The administrator appointed in a separate act will invest himself in the position by means of a term of office in the management minutes book.
§ 1 If the term is not signed within thirty days after the appointment, it will become void.
§ 2 o In the ten days following the investiture, the administrator must request that his appointment be registered in the competent registry, mentioning his name, nationality, marital status, residence, with the presentation of an identity document, the act and the date of the appointment and the management term.
Art. 1,063. The exercise of the position of administrator ceases by the dismissal, at any time, of the holder, or by the end of the term if, fixed in the contract or in a separate act, there is no renewal.
§ 1 In the case of a partner appointed administrator in the contract, his dismissal is only effected by the approval of holders of quotas corresponding to more than half of the share capital, unless otherwise provided in a different contractual provision. (Wording given by Law No. 13,792, of 2019)
§ 2 The termination of the exercise of the position of administrator must be registered in the competent registry, by means of a request submitted within ten days after the occurrence.
§ 3 The resignation of an administrator becomes effective, in relation to the company, from the moment that it becomes aware of the written communication of the resignant; and, in relation to third parties, after registration and publication.
Art. 1,064. The use of the firm or company name is exclusive to the administrators who have the necessary powers.
Art. 1.065. At the end of each fiscal year, the inventory, balance sheet and economic result balance will be drawn up.
Section IV
Fiscal Council
Art. 1.066. Without prejudice to the powers of the shareholders' meeting, the contract may establish a fiscal council composed of three or more members and respective alternates, members or not, resident in the country, elected at the annual meeting provided for in art. 1,078.
§ 1 Cannot be part of the fiscal council, in addition to the ineligible listed in § 1 of art. 1,011, the members of the other bodies of the company or of another controlled by it, the employees of any of them or of the respective administrators, their spouse or relative up to the third degree.
§ 2 Minority shareholders, who represent at least one fifth of the share capital, are guaranteed the right to elect, separately, one of the members of the fiscal council and the respective alternate.
Art. 1,067. The elected member or alternate, signing the term of office drawn up in the book of minutes and opinions of the fiscal council, mentioning his name, nationality, marital status, residence and date of choice, will be invested in his functions, which he will exercise, unless previously terminated, until the subsequent annual meeting.
Single paragraph. If the term is not signed within thirty days after the election, it will become void.
Art. 1,068. The remuneration of the members of the fiscal council will be fixed, annually, by the shareholders' meeting that elects them.
Article 1.069. In addition to other duties determined by law or in the articles of association, the members of the fiscal council are responsible, individually or jointly, for the following duties:
I - to examine, at least on a quarterly basis, the books and papers of the company and the condition of the cashier and the portfolio, and the administrators or liquidators must provide them with the requested information;

II - draw up the results of the examinations referred to in item I of this article in the minutes and opinions of the fiscal council;
III - record in the same book and present to the annual shareholders' meeting an opinion on the business and social operations of the year in which they serve, based on the balance sheet and the economic result;
IV - denounce the errors, fraud or crimes they discover, suggesting useful measures to society;
V - call the shareholders' meeting if the board of directors delays its annual call by more than thirty days, or whenever there are serious and urgent reasons;
VI - perform, during the period of liquidation of the company, the acts referred to in this article, in view of the special regulatory provisions for liquidation.
Art. 1,070. The attributions and powers conferred by law to the fiscal council cannot be granted to another body of the company, and the responsibility of its members obeys the rule that defines that of the administrators (art.
Single paragraph. The fiscal council may choose to assist you in examining the books, balance sheets and accounts, a legally qualified accountant, upon remuneration approved by the shareholders' meeting.
Section V
The Resolutions of the Partners
Art. 1.071. Depend on the resolution of the partners, in addition to other matters indicated in the law or in the contract:
I - the approval of the management accounts;
II - the appointment of the administrators, when made in a separate act;
III - the dismissal of the administrators;
IV - the method of remuneration, when not established in the contract;
V - the amendment to the articles of association;
VI - the incorporation, merger and dissolution of the company, or the termination of the liquidation status;
VII - the appointment and dismissal of liquidators and the judgment of their accounts;
VIII - the request for bankruptcy.
Art. 1.072. The resolutions of the partners, in compliance with the provisions of art. 1,010, will be taken at a meeting or assembly, as provided for in the articles of association, and must be called by the administrators in the cases provided for by law or in the agreement.
§ 1 The deliberation in the assembly will be mandatory if the number of members exceeds ten.
§ 2 The call formalities provided for in § 3 of art. 1,152, when all members appear or declare themselves, in writing, aware of the place, date, time and agenda.
§ 3 The meeting or assembly is not necessary when all members decide, in writing, on the matter that would be the object of them.
§ 4 In the case of item VIII of the preceding article, administrators, if there is urgency and with authorization from holders of more than half of the share capital, may apply for preventive bankruptcy.
§ 5 o Decisions taken in accordance with the law and the contract are binding on all partners, even if absent or dissenting.
§ 6 o The provisions of the present Section on the shareholders' meeting apply, in cases not covered by the contract.
Art. 1,073. The meeting or assembly can also be called:
I - per partner, when the managers delay the call, for more than sixty days, in the cases provided for by law or in the contract, or by holders of more than one fifth of the capital, when not met, within eight days, request for reasoned call, indicating the matters to be dealt with;
II - by the fiscal council, if any, in the cases referred to in item V of art. 1,069.
Article 1.074. The shareholders' meeting takes place with the presence, on the first call, of holders of at least three quarters of the share capital, and, on the second call, with any number.
§ 1 The partner may be represented at the meeting by another partner, or by a lawyer, by means of a mandate specifying the authorized acts, and the instrument must be registered with the minutes.
§ 2 o No member, by himself or as a proxy, may vote on a matter that directly concerns him.
Art. 1.075. The assembly will be chaired and secretariat by members chosen from among those present.
§ 1 The minutes and deliberations of the works and deliberations shall be recorded in the minutes signed by the members of the table and by members participating in the meeting, as many as are sufficient for the validity of the deliberations, but without prejudice to those who want to sign it.
§ 2 The copy of the minutes authenticated by the administrators, or by the presiding board, will be, within twenty days after the meeting, presented to the Public Registry of Mercantile Companies for filing and registration.
§ 3 The member, who requests it, will be given a certified copy of the minutes.

Article 1076. Except as provided in art. 1,061, the resolutions of the partners will be taken (Wording given by Law nº 13.792, of 2019) I - by votes corresponding to, at least, three quarters of the share capital, in the cases provided for in items V and VI of art. 1,071;
II - by votes corresponding to more than half of the share capital, in the cases provided for in items II, III, IV and VIII of art. 1,071;
III - by the majority of votes of those present, in other cases provided for by law or in the contract, if this does not require a higher majority.
Art. 1,077. When there is a change in the contract, merger of the company, incorporation of another company, or of another company, the partner who dissented the right to withdraw from the company, within thirty days after the meeting, will apply, in the silence of the social contract before in force, the provisions of art. 1,031.
Art. 1,078. The shareholders' meeting must be held at least once a year, in the four months following the end of the fiscal year, with the aim of:
I - take the management accounts and decide on the balance sheet and the economic result;
II - designate administrators, when applicable;
III - deal with any other matter on the agenda.
§ 1 Up to thirty days before the date set for the meeting, the documents referred to in item I of this article must be made available, in writing, and with proof of receipt, to the partners who do not exercise the administration.
§ 2 Once the meeting is installed, the documents referred to in the preceding paragraph will be read, which will be submitted, by the president, for discussion and voting, in which the members of the administration and, if any, those of the Fiscal Council.
§ 3 The approval, without reservation, of the balance sheet and of the economic result, except for error, intent or simulation, exonerates the members of the management and, if any, those of the fiscal council.
§ 4 o The right to cancel the approval referred to in the previous paragraph is extinguished in two years.
Art. 1,079. In the case of omissions in the contract, the provisions set forth in this Section on the meeting, in compliance with the provisions of § 1 of art. 1,072.
Art. 1,080. Decisions that violate the contract or the law limit the liability of those who expressly approved them.
Art. 1,080-A. The member may participate and vote at a distance in a meeting or assembly, under the terms of the regulation of the competent organ of the federal Executive Branch. (Included by Law No. 14,030, 2020)
Single paragraph. The meeting or assembly may be held digitally, respecting the legally provided for participation and manifestation rights of the partners and other regulatory requirements. (Included by Law No. 14,030, 2020)
Section VI
Capital Increase and Reduction
Article 1.081. Except for the provisions of a special law, when the quotas are paid in, the capital may be increased, with the corresponding modification of the contract.
§ 1 Up to thirty days after the resolution, the partners will have preference to participate in the increase, in proportion to the shares they hold. § 2 o In the assignment of the preemptive right, the provisions of the caput of art. 1,057.
§ 3 After the term of the preference has elapsed, and the total increase has been assumed by the partners, or by third parties, there will be a meeting or assembly of the partners, in order to approve the modification of the contract.
Article 1.082. The company may reduce the capital, through the corresponding modification of the contract:
I - after paid in, if there are irreparable losses;
II - if excessive in relation to the object of the company.
Art. 1,083. In the case of item I of the preceding article, the capital reduction will be carried out with the proportional reduction of the nominal value of the quotas, becoming effective from the entry, in the Public Registry of Mercantile Companies, of the minutes of the meeting that approved it.
Art. 1,084. In the case of item II of art. 1.082, the capital reduction will be made by refunding part of the value of the quotas to the partners, or by dispensing the installments still due, with proportional decrease, in both cases, of the nominal value of the quotas.
Paragraph 1 Within a period of ninety days, counted from the date of publication of the minutes of the meeting that approves the reduction, the unsecured creditor, by net title prior to that date, may oppose the resolution.
§ 2 The reduction will only become effective if, within the period established in the previous paragraph, it is not challenged, or if the payment of the debt or the judicial deposit of the respective amount is proven.
§ 3 Once the conditions established in the preceding paragraph are satisfied, the minutes that approved the reduction will be recorded in the Public Registry of Mercantile Companies.
Section VII

The Company's Resolution Regarding Minority Partners
Art. 1,085. Except as provided in art. 1,030, when the majority of the partners, representing more than half of the share capital, understand that one or more partners are jeopardizing the continuity of the company, due to acts of undeniable gravity, may exclude them from the company, by changing the social contract, provided that the exclusion for a just cause is provided for therein.
Single paragraph. Except for the case where there are only two partners in the company, the exclusion of one partner can only be determined at a meeting or assembly specially called for this purpose, aware the accused in a timely manner to allow his appearance and the exercise of the right of defense. (Wording given by Law No. 13,792, of 2019)
Art. 1,086. Once the contractual amendment has been registered, the provisions of arts. 1,031 and 1,032.
Section VIII
Dissolution
Art. 1,087. The company is dissolved, by right, by any of the causes provided for in art. 1,044.

CHAPTER V
Company

Single Section
Characterization
Art. 1,088. In a corporation or company, capital is divided into shares, with each partner or shareholder being obliged only by the issue price of the shares they subscribe or acquire.
Art. 1.089. The limited liability company is governed by a special law, the provisions of this Code applying to the omitted cases.

CHAPTER VI
From the joint-stock company

Art. 1,090. The limited liability company has its capital divided into shares, governed by the rules relating to the limited liability company, without prejudice to the changes contained in this Chapter, and operates under a firm or name.
Article 1.091. Only the shareholder has the quality to manage the company and, as a director, he is indebtedly and unlimitedly responsible for the company's obligations.
§ 1 If there is more than one director, they will be jointly and severally liable, after the social assets have been exhausted.
§ 2 The directors will be appointed in the company's charter, without time limitation, and may only be removed by resolution of shareholders representing at least two thirds of the share capital.
§ 3 The removed or exonerated director remains, for two years, responsible for the social obligations contracted under his administration.
Art. 1,092. The general meeting cannot, without the consent of the directors, change the essential object of the company, extend its term, increase or decrease the capital stock, create debentures, or beneficiary parties.

CHAPTER VII
Cooperative Society

Art. 1.093. The cooperative society shall be governed by the provisions of this Chapter, subject to special legislation.
Art. 1,094. The characteristics of the cooperative society are:
I - variability, or exemption from social capital;
II - contest of partners in the minimum number necessary to compose the management of the company, without limiting the maximum number;
III - limitation of the value of the sum of shares of the share capital that each partner may take;
IV - non-transferability of capital shares to third parties outside the company, even if by inheritance;
V - quorum, for the general meeting to function and deliberate, based on the number of members attending the meeting, and not on the represented share capital;
VI - the right of each partner to a single vote in the deliberations, whether or not the company has capital, and whatever the value of its participation;
VII - distribution of results, proportionally to the value of the operations carried out by the partner with the company, and fixed interest can be attributed to the paid-up capital;
VIII - indivisibility of the reserve fund among the partners, even in case of dissolution of the company.

Art. 1,095. In the cooperative society, the liability of the partners may be limited or unlimited.
§ 1 The liability in the cooperative is limited, in which the partner is responsible only for the value of his shares and for the loss verified in the social operations, keeping the proportion of his participation in the same operations.
§ 2 The liability in the cooperative in which the partner is jointly and unlimitedly liable for social obligations is unlimited.
Article 1.096. Where the law is silent, the provisions relating to the simple company apply, safeguarding the characteristics established in art. 1,094.

CHAPTER VIII
Related Companies

Art. 1,097. Associated companies are considered to be companies that, in their capital relations, are controlled, affiliated, or with simple participation, in the form of the following articles.
Art. 1,098. It is controlled:
I - the company whose capital another company holds the majority of votes in the deliberations of the quota holders or the general meeting and the power to elect the majority of the administrators;
II - the company whose control, referred to in the previous item, is in the possession of another, through shares or quotas owned by companies or companies already controlled by it.
Art. 1,099. A company is said to be affiliated or affiliated in whose capital another company participates with ten percent or more, of the capital of the other, without controlling it.
Art. 1,100. A company whose share capital another company owns less than ten percent of the voting capital is a simple shareholder.
Art. 1,101. Except for a special provision of law, the company cannot participate in another one, which is its partner, for a higher amount, according to the balance sheet, than the reserves themselves, excluding the legal reserve.
Single paragraph. Once the balance sheet has been approved in which this limit has been exceeded, the company may not exercise the voting right corresponding to the excess shares or quotas, which must be disposed of within one hundred and eighty days following that approval.

CHAPTER IX
Liquidation of the Company

Art. 1,102. Once the company has been dissolved and the liquidator is appointed in accordance with the provisions of this Book, the liquidation proceeds, in accordance with the provisions of this Chapter, subject to the provisions of the constitutive act or the instrument of dissolution.
Single paragraph. The liquidator, who is not a company administrator, will invest in the functions, having his appointment registered in the proper registry.
Art. 1,103. The liquidator's duties include:
I - register and publish the minutes, sentence or instrument of dissolution of the company;
II - collect the company's goods, books and documents, wherever they are;
III - proceed, within the fifteen days following its investiture and with the assistance, whenever possible, of the administrators, in the preparation of the inventory and the general balance of assets and liabilities;
IV - finalize the company's business, realize the asset, pay the liability and share the remainder among the partners or shareholders;
V - demand from the quota holders, when the asset is insufficient to solve the liability, the payment of their quotas and, if applicable, the necessary amounts, within the limits of the responsibility of each one and in proportion to the respective participation in the losses, dividing up, among the solvent partners and in the same proportion, the amount due by the insolvent;
VI - call the shareholders' meeting, every six months, to present a report and balance of the settlement status, reporting on the acts performed during the semester, or whenever necessary;
VII - confess the company's bankruptcy and file for bankruptcy, according to the formalities prescribed for the type of liquidating company;
VIII - at the end of the liquidation, present the liquidation report and its final accounts to the partners;
IX - endorse the minutes of the meeting or the meeting, or the instrument signed by the partners, who considers the liquidation closed.
Single paragraph. In all acts, documents or publications, the liquidator will use the firm or company name always followed by the "in liquidation" clause and its individual signature, with the declaration of its quality.

Art. 1,104. The liquidator's obligations and liability are governed by the precepts peculiar to those of the administrators of the liquidating company.
Art. 1,105. The liquidator is responsible for representing the company and performing all the acts necessary for its liquidation, including the sale of movable or immovable property, settling, receiving and giving discharge.
Single paragraph. Without being expressly authorized by the articles of association, or by the vote of the majority of the partners, the liquidator cannot record movable and immovable liens, contract loans, except when essential to the payment of urgent obligations, nor proceed, although to facilitate the liquidation, in social activity.
Art. 1,106. Respecting the rights of the preferential creditors, the liquidator will pay the social debts proportionally, without distinction between overdue and falling due, but, in relation to these, at a discount.
Single paragraph. If the asset is greater than the liability, the liquidator, under his personal responsibility, can fully pay the overdue debts.
Art. 1,107. The partners can resolve, by majority of votes, before the liquidation is finalized, but after paying the creditors, that the liquidator make prorations in advance of the sharing, as the social assets are determined.
Art. 1,108. After paying the liabilities and sharing the remainder, the liquidator will call the shareholders' meeting for the final rendering of accounts.
Art. 1,109. Once the accounts are approved, the liquidation is closed, and the company is extinguished, when the minutes of the meeting are recorded in the proper register.
Single paragraph. The dissident has a period of thirty days, as from the publication of the minutes, duly registered, to promote the appropriate action.
Art. 1.110. Once the liquidation has ended, the unsatisfied creditor will only be entitled to demand from the partners, individually, the payment of their credit, up to the limit of the sum received by them in sharing, and to propose against the liquidator a loss and damage action.
Art. 1,111. In the case of judicial liquidation, the provisions of the procedural law will be observed.
Article 1.112. In the course of judicial liquidation, the judge will call, if necessary, a meeting or assembly to deliberate on the interests of the liquidation, and preside over them, briefly resolving the issues raised.
Single paragraph. The minutes of the meetings will, in an authentic copy, be attached to the judicial process.

CHAPTER X
Transformation, Incorporation, Merger and Division of Companies

Art. 1,113. The act of transformation does not depend on the dissolution or liquidation of the company, and will obey the regulatory precepts of the constitution and registration of the type in which it will become.
Art. 1,114. The transformation depends on the consent of all the partners, except if provided for in the constitutive act, in which case the dissident may withdraw from the company, applying, in the silence of the bylaws or articles of association, the provisions of art. 1,031.
Art. 1,115. The transformation will not modify or prejudice, in any case, the rights of creditors.
Single paragraph. The bankruptcy of the transformed company will only take effect in relation to the partners who, in the previous type, would be subject to it, if the holders of credits prior to the transformation request it, and only these will benefit.
Art. 1,116. In the merger, one or more companies are absorbed by another, which succeeds them in all rights and obligations, and all must approve it, in the form established for the respective types.
Art. 1,117. The resolution of the shareholders of the merged company must approve the bases of the operation and the project to reform the charter.
§ 1 The company that is to be merged will become aware of this act, and, if it approves it, will authorize the administrators to practice what is necessary for the merger, including the subscription in assets for the amount of the difference that occurs between the assets and the liabilities.
§ 2 The resolution of the partners of the incorporating company shall include the appointment of experts to assess the company's equity, which must be incorporated.
Art. 1,118. Once the acts of the merger are approved, the merging company will declare the merged company extinct, and promote the respective annotation in the proper registry.
Art. 1,119. The merger determines the extinction of the companies that join, to form a new company, which will succeed them in rights and obligations.
Article 1.120. The merger will be decided, in the form established for the respective types, by the companies that intend to unite.
§ 1 o In a meeting or assembly of the partners of each company, the merger being resolved and the project of the new company's constitutive act approved, as well as the share capital distribution plan, experts will be appointed to evaluate the company's assets.

§ 2 o Once the reports are presented, the administrators will call a meeting or assembly of the partners to learn about them, deciding on the definitive constitution of the new company.
§ 3 o Members are prohibited from voting the appraisal report of the company's equity of which they are a part.
Art. 1,121. Once the new company is formed, the administrators are responsible for registering the acts related to the merger in the registered office of the headquarters.
Article 1.122. Up to ninety days after the acts relating to the merger, merger or spin-off are published, the previous creditor, affected by it, may judicially annul them.
§ 1 Consignment in payment will affect the annulment claimed.
§ 2 If the debt is illiquid, the company may guarantee its execution, suspending the annulment process.
§ 3 In the event of, within the term of this article, the incorporating company, the new company or the spun-off bankruptcy, any previous creditor will have the right to request the separation of the assets, in order to be the credits paid for the assets of the respective masses.

CHAPTER XI
Authorization Dependent Society

Section I
General Provisions

Art. 1,123. The company that depends on authorization from the Executive Power to operate will be governed by this title, without prejudice to the provisions of special law.
Single paragraph. The authority for authorization will always be the federal executive branch.
Art. 1,124. In the absence of a deadline stipulated by law or in a government act, authorization will be considered expired if the company does not start operating within the twelve months following its publication.
Art. 1,125. The Executive Branch is allowed, at any time, to revoke the authorization granted to national or foreign companies that violate public order provisions or to perform acts contrary to the purposes stated in its statute.

Section II
National Society

Article 1,126. It is a national organization organized in accordance with Brazilian law and which has its administration headquarters in the country.
Single paragraph. When the law requires all or some partners to be Brazilian, the shares of the corporation will, in the silence of the law, take the nominative form. Whatever the type of company, an authentic copy of the document proving the nationality of the partners will be kept at its headquarters.
Art. 1,127. There will be no change in the nationality of Brazilian society without the unanimous consent of the partners or shareholders.
Art. 1,128. The application for authorization of a national company must be accompanied by a copy of the contract, signed by all partners, or, in the case of a limited company, a copy, authenticated by the founders, of the documents required by the special law.
Single paragraph. If the company has been constituted by public deed, it is sufficient to add the respective certificate to the application.
Article 1,129. The Executive Branch is entitled to require changes or amendments to be made to the contract or the bylaws, with the partners, or, in the case of a limited company, the founders, fulfilling the legal formalities for reviewing the constitutive acts, and adding to the evidence process regular.
Art. 1.130. The Executive Branch is allowed to refuse authorization if the company does not meet the economic, financial or legal conditions specified by law.
Art. 1,131. Once the authorization decree has been issued, the company shall publish the acts referred to in arts. 1,128 and 1,129, in thirty days, in the official body of the Union, whose copy will represent proof for registration, in the proper register, of the constitutive acts of the company.
Single paragraph. The company will also promote, in the official body of the Union and within thirty days, the publication of the registration term.
Article 1,132. National corporations, which require authorization from the Executive Branch to operate, will not be formed without obtaining it, when their founders intend to use public subscription for capital formation.
§ 1 The founders must attach authentic copies of the draft statute and prospectus to the application.
§ 2 Once the authorization is obtained and the company is constituted, its constitutive acts will be registered.
Article 1.133. Amendments to the contract or to the bylaws subject to authorization by the Executive Branch are subject to approval, unless they result from an increase in capital, due to the use of reserves or revaluation of the asset.

Section III
Foreign Society
Article 1.134. The foreign company, whatever its object, cannot, without authorization from the Executive Branch, operate in the Country, even if through subordinate establishments, although, except in the cases expressed in law, it may be a shareholder in a Brazilian corporation.
§ 1 To the authorization application must be added:
I - proof that the company is constituted according to the law of your country;
II - full content of the contract or statute;
III - list of members of all management bodies of the company, with name, nationality, profession, domicile and, except for bearer shares, the value of each shareholding in the capital of the company;
IV - copy of the act that authorized the operation in Brazil and fixed the capital destined for operations in the national territory;
V - proof of appointment of the representative in Brazil, with express powers to accept the conditions required for authorization;
VI - last balance sheet.
§ 2 o The documents will be authenticated, in accordance with the national law of the applicant company, legalized at the Brazilian consulate of the respective headquarters and accompanied by a vernacular translation.
Art. 1,135. It is allowed to the Executive Branch, to grant the authorization, to establish convenient conditions for the defense of national interests.
Single paragraph. Once the conditions are accepted, the Executive Branch will issue an authorization decree, which will contain the amount of capital allocated to operations in the Country, and the company will be responsible for promoting the publication of the acts referred to in art. 1,131 and in § 1 of art. 1,134.
Art. 1,136. The authorized company cannot start its activity before being registered in the proper register of the place where it is to be established.
§ 1 The application for registration shall be accompanied by a copy of the publication required in the sole paragraph of the previous article, accompanied by a cash deposit document, at an official bank establishment, of the capital mentioned there.
§ 2 o Once these documents are filed, the entry will be made by term in a special book for foreign companies, with a continuous order number for all registered companies; the term shall include:
I - name, object, duration and headquarters of the company abroad;
II - location of the branch, branch or agency, in the country;
III - date and number of the authorization decree;
IV - capital allocated to operations in the country;
V - identification of its permanent representative.
§ 3 The society is registered, the publication determined in the sole paragraph of art. 1,131.
Art. 1,137. The foreign company authorized to operate will be subject to Brazilian laws and courts, regarding acts or operations practiced in Brazil.
Single paragraph. The foreign company will operate in the national territory with the name it has in its country of origin, and may add the words "from Brazil" or "to Brazil".
Art. 1,138. The foreign company authorized to operate is required to have, permanently, a representative in Brazil, with powers to resolve any issues and receive judicial summons by the company.
Single paragraph. The representative can only act before third parties after the instrument of appointment has been filed and registered.
Art. 1,139. Any modification in the contract or in the statute will depend on the approval of the Executive Power, to have effects in the national territory.
Art. 1.140. The foreign company must, under penalty of being denied the authorization, reproduce in the official organ of the Union, and of the State, if applicable, the publications that, according to its national law, it is obliged to make regarding the balance sheet and the economic result, as well as the acts of its administration.
Single paragraph. Also, under penalty of the authorization being revoked, the foreign company must publish the balance sheet and the economic result of branches, subsidiaries or agencies existing in the country.
Art. 1,141. Upon authorization from the Executive Branch, foreign companies admitted to operate in the country may become nationalized, transferring their headquarters to Brazil.
§ 1 For the purpose provided for in this article, the company, through its representatives, must provide, with the request, the documents required in art. 1,134, as well as proof of the capital's realization, in the form declared in the contract, or in the statute, and the act in which the nationalization was decided.
§ 2 The Executive Branch may impose the conditions it deems convenient to defend national interests.

§ 3 o Once the conditions are accepted by the representative, after the issuance of the authorization decree, the company will be registered and the respective term published.

TITLE III
Establishment
SINGLE CHAPTER
GENERAL PROVISIONS

Art. 1,142. An establishment is defined as any complex of organized goods, for the exercise of the company, by an entrepreneur, or by a company.

Article 1,143. The establishment may be a unitary object of legal and translational or constitutive rights and business, which are compatible with its nature.

Art. 1,444. The contract whose object is the sale, usufruct or lease of the establishment, will only take effect in relation to third parties after it is registered outside the registration of the entrepreneur, or of the company, in the Public Registry of Mercantile Companies, and published in the official press.

Art. 1.145. If the seller does not have enough assets to resolve its liabilities, the effectiveness of the sale of the establishment depends on the payment of all creditors, or on their consent, expressly or tacitly, within thirty days from their notification.

Article 1,146. The acquirer of the establishment is responsible for the payment of debts prior to the transfer, as long as they are regularly accounted for, the primitive debtor remains jointly and severally obliged for a period of one year, as of the overdue credits, of the publication, and, for the others, of the date of Due date.

Art. 1,147. In the absence of express authorization, the seller of the establishment cannot compete with the acquirer in the five years following the transfer.

Single paragraph. In the case of leasing or enjoying the establishment, the prohibition provided for in this article will persist for the term of the contract.

Art. 1,148. Unless otherwise provided, the transfer implies the subrogation of the acquirer in the contracts stipulated for the operation of the establishment, if they are not personal, and the third parties may terminate the contract within ninety days from the publication of the transfer, if there is just cause, except , in this case, the responsibility of the seller.

Art. 1,149. The assignment of credits related to the transferred establishment will take effect in relation to the respective debtors, from the moment the transfer is published, but the debtor will be exonerated if in good faith he pays the transferor.

TITLE IV
Complementary Institutes
CHAPTER I
From the Registry

Art. 1.150. The entrepreneur and the company are linked to the Public Registry of Mercantile Companies in charge of the Commercial Boards, and the simple company to the Civil Registry of Legal Entities, which must comply with the rules established for that registration, if the simple company adopts one of the types of business society.

Art. 1,151. The registration of acts subject to the formality required in the previous article will be required by the person required by law, and, in the event of omission or delay, by the partner or any interested party.

§ 1 The documents required for registration must be submitted within thirty days, counted from the drawing up of the respective acts.

§ 2 o Respondent beyond the term provided for in this article, the registration will only take effect from the date of its grant.

§ 3 o The persons obliged to apply for registration shall be liable for losses and damages, in the event of omission or delay.

Art. 1,152. It is up to the agency charged with registration to verify the regularity of the publications determined by law, in accordance with the provisions of the paragraphs of this article.

§ 1 Except for an express exception, the publications ordered in this Book will be made in the official body of the Union or the State, depending on the location of the headquarters of the entrepreneur or society, and in a widely circulated newspaper.

§ 2 The publications of foreign companies will be made in Organs official bodies of the Union and the State where they have branches, branches or agencies.

§ 3 The announcement of the call for the shareholders' meeting shall be published at least three times, between the date of the first insertion and the date of the meeting, at least eight days, for the first call, and five days for the subsequent ones.
Art. 1,153. Before the registration takes place, the competent authority must verify the authenticity and legitimacy of the signatory of the application, as well as monitor compliance with the legal requirements concerning the act or documents presented.
Single paragraph. The irregularities found must be notified to the applicant, who, if applicable, can remedy them, in compliance with the formalities of the law.
Art. 1,154. The act subject to registration, subject to special provisions of the law, cannot, prior to the completion of the respective formalities, be opposed to a third party, unless proof that the latter knew it.
Single paragraph. The third party cannot plead ignorance, provided that the aforementioned formalities are fulfilled.

CHAPTER II
BUSINESS NAME

Art. 1,155. A business name is the firm or denomination adopted, in accordance with this Chapter, for the exercise of the company.
Single paragraph. For the purposes of the protection of the law, the name of simple companies, associations and foundations is equivalent to the corporate name.
Art. 1,156. The entrepreneur operates under a firm consisting of his name, complete or abbreviated, adding, if he wishes, a more precise description of his person or type of activity.
Art. 1,157. The company in which there are partners with unlimited liability will operate under a name, in which only the names of those may appear, it is sufficient to form it to add to the name of one of them the expression "and company" or its abbreviation.
Single paragraph. Those who, by their names, appear in the company name of this article, are jointly and severally liable for the obligations contracted under the corporate name.
Art. 1,158. The limited company may adopt a firm or denomination, integrated by the final word "limited" or its abbreviation.
§ 1 The firm will be composed with the name of one or more partners, as long as individuals, as an indication of the social relationship.
§ 2 The denomination must designate the object of the company, being allowed to include the name of one or more partners.
§ 3 The omission of the word "limited" determines the joint and several liability of the administrators who thus employ the firm or company name.
Art. 1,159. The cooperative society operates under the name “cooperative”.
Art. 1.160. The corporation operates under the name of the corporate object, integrated by the terms "corporation" or "company", in full or abbreviated.
Single paragraph. The name may include the name of the founder, shareholder, or person who has contributed to the successful formation of the company.
Article 1,161. The limited partnership may, instead of a firm, adopt the designation of the corporate purpose, added by the expression "limited partnership by shares".
Article 1,162. The holding company cannot have a firm or name.
Article 1,163. The entrepreneur's name must be distinguished from any other name already registered in the same registry.
Single paragraph. If the entrepreneur has a name identical to that of others already registered, he must add a name that distinguishes him.
Article 1,164. The corporate name cannot be the object of sale.
Single paragraph. The acquirer of an establishment, by act between members, may, if the contract allows, use the name of the seller, preceded by his own, with the qualification of successor.
Art. 1,165. The name of a partner who dies, is excluded or withdraws, cannot be kept in the corporate name.
Article 1,166. The registration of the entrepreneur, or of the constitutive acts of legal entities, or the respective annotations, in the proper register, ensures the exclusive use of the name within the limits of the respective State.
Single paragraph. The use provided for in this article will extend to the entire national territory, if registered under the special law.

Art. 1,167. It is up to the aggrieved person, at any time, to cancel the registration of the business name made in violation of the law or the contract.
Article 1,168. The registration of the corporate name will be canceled, at the request of any interested party, when the exercise of the activity for which it was adopted ceases, or when the liquidation of the company that registered it ends.

CHAPTER III
From the representatives

Section I
General Provisions

Art. 1,169. The representative cannot, without written authorization, substitute himself in the performance of the preposition, under penalty of being personally responsible for the acts of the substitute and for the obligations contracted by him.
Art. 1.170. The representative, unless expressly authorized, may not negotiate on his own account or on behalf of a third party, nor participate, albeit indirectly, in an operation of the same kind as that which was committed to him, under penalty of being liable for losses and damages and of the profits being retained by the preponent of the operation.
Article 1,171. The delivery of papers, goods or values to the representative, who is responsible for the representative, is considered perfect if he received them without protest, except in cases where there is a deadline for complaints.

Section II
From the Manager

Article 1,172. The permanent representative in the exercise of the company, at its headquarters, or at a branch, branch or agency, is considered to be a manager.
Article 1,173. When the law does not require special powers, the manager is considered to be authorized to perform all acts necessary to exercise the powers granted to him.
Single paragraph. In the absence of a different stipulation, the powers conferred on two or more managers are considered to be solidary.
Article 1,174. The limitations contained in the granting of powers, to be opposed to third parties, depend on the filing and registration of the instrument in the Public Registry of Mercantile Companies, unless proven to be known to the person who dealt with the manager.
Single paragraph. For the same purpose and with the same reservation, the modification or revocation of the mandate must be filed and registered with the Public Registry of Mercantile Companies.
Art. 1,175. The preponent responds with the manager for the acts that he performs in his own name, but on his behalf.
Article 1,176. The manager may be in court on behalf of the preponent, for the obligations resulting from the exercise of his function.

Section III
Accountant and other assistants

Art. 1,177. The seats thrown on the nominee's books or records, by any of the representatives in charge of their bookkeeping, produce, unless it has been done in bad faith, the same effects as if they were for him.
Single paragraph. In the exercise of their functions, the representatives are personally responsible, before the representatives, for the guilty acts; and, before third parties, jointly and severally with the preponent, for intentional acts.
Article 1,178. Preponents are responsible for the acts of any representatives, practiced in their establishments and related to the company's activity, even if not authorized in writing.
Single paragraph. When such acts are performed outside the establishment, they will only oblige the representative within the limits of the powers conferred in writing, the instrument of which can be supplied by the certificate or authentic copy of its content.

CHAPTER IV
Bookkeeping

Art. 1,179. The entrepreneur and the company are obliged to follow an accounting system, mechanized or not, based on the uniform bookkeeping of their books, in correspondence with the respective documentation, and to annually draw up the balance sheet and the economic result.
§ 1 Except as provided in art. 1,180, the number and type of books are at the discretion of those interested.

§ 2 The small business owner referred to in art. 970.
Art. 1.180. In addition to the other books required by law, the Diary is essential, which can be replaced by records in the case of mechanized or electronic bookkeeping.
Single paragraph. The adoption of forms does not dispense with the use of an appropriate book for the entry of the balance sheet and the economic result.
Art. 1,181. Except as provided by special law, mandatory books and, if applicable, the cards, before being put into use, must be authenticated at the Public Registry of Mercantile Companies.
Single paragraph. Authentication will not take place without the registration of the entrepreneur, or the company, which will be able to authenticate non-mandatory books.
Art. 1,182. Without prejudice to art. 1,174, the bookkeeping will be under the responsibility of a legally qualified accountant, unless there are none in the locality.
Art. 1,183. The bookkeeping will be done in national language and currency and in accounting form, in chronological order of day, month and year, without blank intervals, nor between lines, smudges, erasures, amendments or transports to the margins.
Single paragraph. The use of a code of numbers or abbreviations is permitted, as they appear in a specific book, regularly authenticated.
Art. 1,184. In the Diary, all operations related to the exercise of the company will be launched, with individualization, clarity and characterization of the respective document, day by day, by direct writing or reproduction.
§ 1 o Summarized bookkeeping of the Diary, with totals that do not exceed the period of thirty days, in relation to accounts whose operations are numerous or carried out outside the headquarters of the establishment, provided that auxiliary books regularly authenticated are used for individualized registration, and kept the documents that allow their perfect verification.
§ 2 The balance sheet and the economic result will be posted in the Diary, both of which must be signed by a legally qualified Accounting Science technician and by the businessman or company.
Art. 1,185. The businessman or company that adopts the system of entry forms may substitute the book Diary for the book Balancetes Diários e Balanço, observing the same extrinsic formalities required for that one.
Art. 1,186. The book Daily Balance Sheets and Balances will be recorded so that it records:
I - the daily position of each of the accounts or accounting securities, by the respective balance, in the form of daily balance sheets;
II - the balance sheet and the economic result at the end of the year.
Art. 1,187. When collecting the elements for the inventory, the following evaluation criteria will be observed:
I - the assets destined to the exploration of the activity will be evaluated by the acquisition cost, and, in the evaluation of those that wear out or depreciate with use, due to the action of time or other factors, take into account the respective devaluation, creating funds of amortization to ensure replacement or value conservation;
II - the securities, raw material, goods intended for sale, or which constitute products or articles of the industry or trade of the company, can be estimated at the cost of acquisition or manufacture, or at 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 or manufacturing cost, and the goods are valued at the current price, the difference between this and the cost price will not be taken into account for the distribution of profits, nor for percentages referring to reserve funds;
III - the value of shares and fixed income securities can be determined based on the respective quotation of the Stock Exchange; unlisted and non-equity interests will be considered at their acquisition value;
IV - the credits will be considered in accordance with the presumed realization value, not taking into account the prescribed or difficult to settle, unless there is, for the latter, an equivalent provision.
Single paragraph. Asset values may include, provided that they are annually preceded by their amortization:
I - the company installation expenses, up to the limit corresponding to ten percent of the capital stock;
II - the interest paid to the stockholders of the corporation, in the period prior to the beginning of the social operations, at the rate not exceeding twelve percent per year, established in the bylaws;
III - the amount actually paid as a payment for the establishment acquired by the entrepreneur or company.
Article 1.188. The balance sheet must express, with fidelity and clarity, the real situation of the company and, having regard to the peculiarities of the company, as well as the provisions of special laws, it will clearly indicate the assets and liabilities.
Single paragraph. Special law will provide for the information that will accompany the balance sheet, in the case of associated companies.

Art. 1,189. The balance of economic results, or statement of profit and loss account, will accompany the balance sheet and will include credit and debit, in accordance with the special law.
Art. 1,190. Except for the cases provided for by law, no authority, judge or court, under any pretext, may make or order diligence to verify whether the entrepreneur or the company observes, or not, in their books and records, the formalities prescribed by law.
Art. 1,191. The judge may only authorize the full display of books and bookkeeping papers when necessary to resolve issues relating to succession, communion or partnership, administration or management on behalf of others, or in case of bankruptcy.
§ 1 The judge or court who knows of a precautionary measure or action may, upon request or ex officio, order the books of either party, or both, to be examined in the presence of the entrepreneur or the company to which they belong, or from people named by them, to extract from them what is of interest to the issue.
§ 2 o If the books are found in another jurisdiction, the examination will be carried out there, before the respective judge.
Art. 1,192. If the presentation of the books is refused, in the cases of the preceding article, they will be apprehended in court and, in the terms of its paragraph 1, the alleged by the opposing party will be considered as true to prove itself by the books.
Single paragraph. The confession resulting from the refusal can be avoided by documentary evidence to the contrary.
Art. 1,193. The restrictions set out in this Chapter for the examination of bookkeeping, in part or in whole, do not apply to the tax authorities, in the exercise of the inspection of the payment of taxes, under the strict terms of the respective special laws.
Art. 1,194. The businessman and the company are obliged to keep all bookkeeping, correspondence and more papers concerning their activity in good guard, until there is no prescription or decay with respect to the acts contained therein.
Art. 1,195. The provisions of this Chapter apply to branches, branches or agencies, in Brazil, of the entrepreneur or company based in a foreign country.

BOOK III
The Law of Things
TITLE I
Ownership
CHAPTER I
Ownership and Classification

Art. 1,196. Anyone who actually has the exercise, full or not, of any of the powers inherent to ownership is considered to have possession.
Art. 1,197. The direct possession of a person who has the thing in his possession, temporarily, by virtue of personal or real law, does not nullify the indirect, of which it was, and the direct possessor may defend his possession against the indirect.
Art. 1,198. A holder is considered to be one who, in a relationship of dependence on another, retains possession in his name and in compliance with his orders or instructions.
Single paragraph. He who began to behave in the way that this article prescribes, in relation to the good and the other person, is presumed to be the holder, until he proves otherwise.
Article 1.199. If two or more people have an undivided thing, each can exercise possessory acts over it, as long as they do not exclude those of the other composters.
Art. 1,200. Possession that is not violent, clandestine or precarious is just.
Art. 1,201. Possession is in good faith, if the possessor ignores the addiction, or the obstacle that prevents the acquisition of the thing.
Single paragraph. The holder with a fair title has a presumption of good faith for himself, unless proven otherwise, or when the law expressly does not admit this presumption.
Art. 1,202. Possession in good faith only loses this character in the case and from the moment when circumstances make it presume that the owner does not ignore that he unduly owns.
Art. 1,203. Unless proven otherwise, it is understood to retain possession of the same character with which it was acquired.

CHAPTER II
Ownership Acquisition

Art. 1,204. Ownership is acquired from the moment it becomes possible to exercise, in its own name, any of the powers inherent in ownership.
Art. 1,205. Ownership can be acquired:
I - by the person who claims it or by his representative;
II - by a third party without mandate, pending ratification.
Art. 1,206. Possession is transmitted to the heirs or legatees of the owner with the same characters.
Art. 1,207. The universal successor remains in possession of his predecessor; and the singular successor is allowed to combine his possession with that of the predecessor, for legal purposes.
Art. 1,208. Acts of mere permission or tolerance do not induce possession, nor do violent or clandestine acts authorize their acquisition, except after the violence or clandestinity has ceased.
Art. 1,209. The possession of the property presumes, until contrary evidence, that of the movable things that are in it.

CHAPTER III
Effects of Possession

Article 1.210. The owner has the right to remain in possession in the event of a disturbance, to be returned to the landlord, and to be insured for imminent violence if he is justly afraid of being molested.
§ 1 The owner who is troubled, or drained, may maintain or restore himself by his own strength, provided he does so soon; the acts of defense, or of effort, cannot go beyond what is essential for the maintenance, or restitution of possession.
§ 2 Does not preclude the maintenance or repossession of the claim of ownership, or other right over the thing.
Article 1.211. When more than one person claims to be possessor, he will provisionally remain the one who owns the thing, if it is not manifest that he obtained it from any of the others in a vicious way.
Article 1.212. The possessor can initiate the action of drafting, or the action of indemnity, against the third party, who received the thing sullied knowing that it was.
Article 1.213. The provisions of the preceding articles do not apply to non-apparent easements, except when the respective titles come from the owner of the servient building, or those from whom it was built.
Article 1.214. The bona fide owner has the right, as long as it lasts, to the perceived fruits.
Single paragraph. The fruits pending at the time when good faith ceases must be returned, after deducting the costs of production and funding; fruits harvested in advance must also be returned.
Article 1.215. Natural and industrial fruits are said to be harvested and perceived as soon as they are separated; civilians are said to be perceived day by day.
Article 1.216. The possessor of bad faith is responsible for all the harvested and perceived fruits, as well as for those who, through his fault, failed to notice, from the moment he was constituted in bad faith; is entitled to production and costing expenses.
Article 1.217. The possessor in good faith does not answer for the loss or deterioration of the thing, which does not give cause.
Article 1.218. The possessor in bad faith is responsible for the loss, or deterioration of the thing, even if accidental, unless he proves that it would have happened in the same way, being in the possession of the claimant.
Article 1.219. The possessor in good faith has the right to indemnification of the necessary and useful improvements, as well as, as regards the voluntary ones, if they are not paid, to withdraw them, when he can without detriment of the thing, and may exercise the right of retention by value of necessary and useful improvements.
Article 1.220. The owner of bad faith will only be compensated for the necessary improvements; it does not have the right of retention for the importance of these, nor the right to raise the voluptuous.
Article 1,221. Improvements are compensated by damages, and only require reimbursement if the time of eviction still exists.
Article 1,222. The claimant, obliged to indemnify the benefits to the owner in bad faith, has the right to choose between its current value and its cost; the owner in good faith will indemnify at the current value.

CHAPTER IV
Loss of Ownership

Article 1,223. Possession is lost when the power over the good ceases, although against the will of the possessor, to which art. 1,196.

Article 1,224. Possession is only considered lost for those who did not witness the debris, when, having heard of it, refrains from returning the thing, or, trying to recover it, is violently repelled.

TITLE II
Real Rights
SINGLE CHAPTER
General Provisions

Article 1.225. The following are real rights:
I - the property;
II - the surface;
III - easements;
IV - usufruct;
V - the use;
VI - housing;
VII - the right of the promising buyer of the property;
VIII - the pledge;
IX - the mortgage;
X - the antichesis.
XI - the granting of special use for housing purposes; (Included by Law No. 11,481, of 2007)
XII - the granting of a real right of use; and (Wording given by Law No. 13,465, of 2017)
XIII - the slab. (Included by Law No. 13,465, of 2017)
Article 1,226. Real rights over movable things, when constituted, or transmitted by acts between the living, are only acquired through tradition.
Article 1,227. The real rights over properties constituted, or transferred by acts between the living, are only acquired with the registration in the Real Estate Registry Office of the referred titles (arts. 1,245 to 1,247), except in the cases expressed in this Code.

TITLE III
Ownership
CHAPTER I
General Ownership

Section I
Preliminary Provisions
Article 1,228. The owner has the power to use, enjoy and dispose of the thing, and the right to recover it from the power of whoever unjustly owns or holds it.
§ 1 The right to property must be exercised in accordance with its economic and social purposes and in such a way that they are preserved, in accordance with the provisions of special law, flora, fauna, natural beauty, ecological balance and the historical and artistic heritage, as well as avoiding air and water pollution.
§ 2 The acts that do not bring any comfort or utility to the owner are defended and are animated by the intention to harm others.
§ 3 The owner can be deprived of the thing, in cases of expropriation, for public need or utility or social interest, as well as in the case of requisition, in case of imminent public danger.
§ 4 The owner can also be deprived of the thing if the claimed property consists of a large area, in uninterrupted possession and in good faith, for more than five years, of a considerable number of people, and these have been carried out, together or separately, works and services considered by the judge of relevant social and economic interest.
§ 5 In the case of the preceding paragraph, the judge will determine the fair compensation due to the owner; After the price has been paid, the sentence will be valid as a title for the registration of the property in the name of the owners.
Article 1,229. The property of the ground covers that of the corresponding airspace and subsoil, in height and depth useful for its exercise, and the owner cannot oppose activities that are carried out, by third parties, at such a height or depth, that he is not interested. legitimate in preventing them.
Article 1.230. Soil ownership does not include deposits, mines and other mineral resources, hydraulic energy potentials, archaeological monuments and other assets referred to by special laws.

Single paragraph. The owner of the soil has the right to exploit mineral resources for immediate use in civil construction, provided they are not subjected to industrial transformation, in compliance with the provisions of a special law.
Article 1,231. Ownership is assumed to be full and exclusive, until proven otherwise.
Article 1.232. The fruits and more products of the thing belong, even when separated, to its owner, unless, by special legal precept, they fit to others.
Section II
Discovery
Art. 1,233. Whoever finds something lost must return it to the owner or rightful owner.
Single paragraph. If he does not know him, the discoverer will find him, and if he does not find him, he will give the found thing to the competent authority.
Article 1,234. Whoever returns the found thing, under the terms of the previous article, will be entitled to a reward of not less than five percent of its value, and to indemnity for the expenses he has made with the conservation and transportation of the thing, if the owner does not prefer to abandon it. -over there.
Single paragraph. In determining the amount of the reward, the effort made by the discoverer to find the owner, or the legitimate possessor, the possibilities that the latter would have of finding the thing and the economic situation of both will be considered.
Article 1.235. The discoverer is liable for damages caused to the owner or legitimate possessor, when he has acted with intent.
Article 1,236. The competent authority will inform the discovery through the press and other means of information, only issuing notices if their value includes them.
Article 1,237. Sixty days after the release of the news by the press, or the notice, no one showing proof of ownership of the thing will be sold at auction and, minus the expenses, plus the discoverer's reward, the remainder will belong to the Municipality in whose circumscription the lost object was found.
Single paragraph. Being of little value, the Municipality may abandon the thing in favor of those who found it.

CHAPTER II
Acquisition of immovable property

Section I
Usucapião
Article 1,238. He who, for fifteen years, without interruption or opposition, owns a property as his own, acquires the property, regardless of title and good faith; being able to request the judge to declare it so by sentence, which will serve as title for the registration in the Registry of Real Estate.
Single paragraph. The period established in this article will be reduced to ten years if the owner has established his habitual dwelling in the property, or carried out works or services of a productive nature.
Article 1,239. Anyone who, without being the owner of a rural or urban property, owns, for five uninterrupted years, without opposition, an area of land in a rural area not exceeding fifty hectares, making it productive for his work or his family, having in it your home, you will acquire the property.
Article 1.240. Those who own, as their own, an urban area of up to two hundred and fifty square meters, for five years uninterruptedly and without opposition, using it for their home or family, will acquire the domain, as long as they are not the owner of another urban or rural property.
§ 1 The title of domain and the concession of use will be conferred on the man or the woman, or both, regardless of marital status.
§ 2 The right provided for in the preceding paragraph will not be recognized by the same owner more than once.
Article 1.240-A. Anyone who exercises, for 2 (two) years uninterruptedly and without opposition, direct possession, exclusively, on an urban property of up to 250m² (two hundred and fifty square meters) whose property shares with ex-spouse or ex-partner who left home, using it for your home or family, you will acquire full ownership, provided you are not the owner of another urban or rural property. (Included by Law No. 12,424, of 2011)
§ 1 The right provided for in the caput will not be recognized by the same owner more than once.
§ 2 (VETOED). (Included by Law No. 12,424, of 2011)
Article 1,241. The owner may request the judge to declare that the property has been acquired, through adverse possession.
Single paragraph. The declaration obtained in the form of this article will constitute a suitable title for registration with the Real Estate Registry Office.

Article 1,242. The owner of the property also acquires who, continuously and unquestionably, with a fair title and good faith, owns it for ten years.
Single paragraph. The term foreseen in this article will be five years if the property has been acquired, against payment, based on the registration in the respective registry office, later canceled, provided that the owners have established their home there, or made investments of social and economic interest.
Article 1,243. The owner may, for the purpose of counting the time required by the preceding articles, add to his possession that of his predecessors (art. 1,207), provided that all are continuous, peaceful and, in the cases of art. 1,242, with a fair title and in good faith.
Article 1,244. The disposition of the debtor about the causes that prevent, suspend or interrupt the prescription is extended to the possessor, which also apply to adverse possession.
Section II
Acquisition by Title Registration
Article 1.245. The property is transferred between individuals by registering the translating title at the Property Registry.
§ 1 As long as the translating title is not registered, the seller remains the owner of the property.
§ 2 As long as the decree of invalidity of the registration is not promoted, and the respective cancellation, by means of its own action, the buyer remains the owner of the property.
Article 1,246. The registration is effective from the moment the title is presented to the registry official, and the official writes it in the protocol.
Article 1,247. If the content of the record does not express the truth, the interested party may complain that it should be rectified or annulled.
Single paragraph. Once the registration is canceled, the owner can claim the property, regardless of the good faith or the title of the third acquirer.
Section III
Acquisition by Accession
Article 1,248. Accession can take place:
I - by formation of islands;
II - by alluvium;
III - by avulsion;
IV - for abandoning alveus;
V - plantations or constructions.

Subsection I
Islands
Article 1,249. The islands that form in common or private currents belong to the bordering riverfront owners, subject to the following rules:
I - those that are formed in the middle of the river are considered additions to the frontier riverside lands on both banks, in proportion to their tested, up to the line that divides the alveus in two equal parts;
II - those that form between the said line and one of the margins are considered additions to the border riverside lands on that same side;
III - those formed by the unfolding of a new branch of the river continue to belong to the owners of the land at the expense of which they were formed.
Subsection II
Alluvial
Art. 1,250. The additions formed, successively and imperceptibly, by deposits and natural landfills along the banks of the currents, or by the diversion of their waters, belong to the owners of the marginal lands, without compensation.
Single paragraph. The alluvial terrain, which is formed in front of buildings of different owners, will be divided among them, in proportion to the test of each one on the old margin.
Subsection III
Avulsion
Art. 1,251. When, due to violent natural force, a portion of land detaches from a building and joins another, the owner of the building will acquire the property of the addition, if he compensates the owner of the first or, without compensation, if, in a year, no one exists. claimed.
Single paragraph. Refusing to pay compensation, the owner of the building to which the portion of land has been added must acquiesce to the removal of the added part.

Subsection IV
Abandoned Alveo
Art. 1,252. The abandoned alveus of current belongs to the riverine owners of the two banks, without compensation to the owners of the lands where the waters open a new course, understanding that the marginal buildings extend to the middle of the alveus.
Subsection V
Constructions and Plantations
Art. 1,253. Any construction or plantation existing on a land is presumed to be made by the owner and at his expense, until proven otherwise.
Art. 1,254. He who sows, plants or builds on his own land with seeds, plants or other materials, acquires their property; but he is obliged to pay the amount, in addition to being responsible for losses and damages, if he acted in bad faith.
Art. 1,255. He who sows, plants or builds on other people's land loses, for the benefit of the owner, seeds, plants and buildings; if you proceeded in good faith, you will be entitled to compensation.
Single paragraph. If the construction or plantation considerably exceeds the value of the land, the one who, in good faith, planted or built, will acquire ownership of the soil, upon payment of the indemnity fixed by court, if there is no agreement.
Art. 1,256. If there was bad faith from both parties, the owner will acquire the seeds, plants and buildings, and must refund the cost of the accessions.
Single paragraph. The owner is presumed to have bad faith when the construction work, or plowing, was done in his presence and without any objection from him.
Art. 1,257. The provisions of the preceding article apply if the seeds, plants or materials do not belong to those who in good faith employed them in other people's soil.
Single paragraph. The owner of the seeds, plants or materials will be able to charge the owner of the soil the due compensation, when he cannot have it from the planter or builder.
Art. 1,258. If the construction, made partially on its own soil, invades other people's soil in a proportion no higher than the twentieth part of it, the builder acquires in good faith the ownership of the part of the invaded soil, if the value of the construction exceeds that part, and is responsible for indemnity that also represents the value of the lost area and the devaluation of the remaining area.
Single paragraph. Paying the losses and damages foreseen in this article in ten times, the builder in bad faith acquires the ownership of the part of the land that he invaded, if in proportion to the twentieth part of it and the value of the construction considerably exceeds that part and it cannot be demolished. invasive portion without serious damage to the construction.
Art. 1,259. If the builder is in good faith, and the invasion of someone else's soil exceeds the twentieth part of it, he acquires ownership of the part of the invaded soil, and is responsible for losses and damages that cover the value that the invasion adds to the construction, plus that of lost area and the devaluation of the remaining area; if in bad faith, he is obliged to demolish what he built in it, paying the calculated losses and damages, which will be due twice.

CHAPTER III
Acquisition of Mobile Property

Section I
Usucapião
Article 1.260. Whoever has a movable thing like yours, continuously and unchallenged for three years, with a fair title and good faith, will acquire the property.
Article 1,261. If possession of the movable thing extends for five years, it will produce adverse possession, regardless of title or good faith.
Article 1,262. The provisions of arts. 1,243 and 1,244.
Section II
Occupation
Article 1,263. Whoever takes possession of something without an owner will soon acquire the property, and this occupation is not a defense by law.
Section III
Treasure Find
Article 1,264. The old deposit of precious things, hidden and whose owner has no memory, will be divided equally between the owner of the building and whoever finds the treasure casually.

Article 1,265. The treasure will belong entirely to the owner of the building, if found by him, or in research he ordered, or by an unauthorized third party.
Article 1,266. Finding himself on unpaved terrain, the treasure will be divided equally between the discoverer and the empiteuta, or it will be this whole when he himself is the discoverer.
Section IV
From Tradition
Article 1,267. Ownership of things is not transferred by legal affairs before tradition.
Single paragraph. Tradition is understood when the transferor continues to possess by the possessory constitution; when the buyer grants the right to a refund of the thing, which is in the power of a third party; or when the buyer is already in possession of the thing, at the time of the legal transaction.
Article 1,268. Made by someone who is not the owner, the tradition does not alienate the property, unless the thing, offered to the public, at auction or commercial establishment, is transferred in circumstances such that, to the buyer in good faith, as to any person, the alienator appear owner.
§ 1 If the buyer is in good faith and the seller later acquires the property, the transfer is considered to have been carried out from the moment the tradition occurred.
§ 2 o Does not transfer ownership to tradition, when the title is null and void.
Section V
Specification
Article 1,269. Whoever, working on raw material in part from others, obtains a new species, it will be the owner of it, if it cannot be restored to the previous form.
Article 1.270. If all the matter is alien, and it cannot be reduced to the previous form, the new species will be the specifier in good faith.
§ 1 If the reduction is practicable, or when impracticable, if the new species was obtained in bad faith, it will belong to the owner of the raw material.
§ 2 o In any case, including painting in relation to canvas, sculpture, writing and any other graphic work in relation to the raw material, the new species will belong to the specifier, if its value considerably exceeds that of the raw material .
Art. 1,271. To the harmed ones, in the cases of arts. 1,269 and 1,270, the damage they suffer will be compensated, except for the bad faith specifier, in the case of § 1 of the previous article, when the specification is irreducible.
Section VI
Confusion, Commission and Adjunction
Article 1,272. Things that belong to different owners, confused, mixed or joined together without their consent, continue to belong to them, being possible to separate them without deterioration.
§ 1 If it is not possible to separate things, or requiring excessive expenditure, the whole remains undivided, with each owner sharing a share proportional to the value of the thing he entered the mixture or aggregate with.
§ 2 If one of the things can be considered principal, the owner will be of the whole, indemnifying the others.
Article 1,273. If the confusion, commission or adjudication took place in bad faith, the other party will have the choice between acquiring the property of the whole, paying what is not theirs, deducting the indemnity due to them, or waiving what belongs to them, in which that will be compensated.
Article 1,274. If new species form from the union of materials of a different nature, the rules of arts. 1,272 and 1,273.

CHAPTER IV
Loss of Property

Article 1.275. In addition to the causes considered in this Code, property is lost:
I - by sale;
II - by resignation;
III - for abandonment;
IV - for the perishing of the thing;
V - by expropriation.
Single paragraph. In the cases of items I and II, the effects of the loss of immovable property will be subject to the registration of the transferable title or the waiver act in the Property Registry.
Article 1,276. The urban property that the owner leaves, with the intention of no longer conserving it in his patrimony, and that if he is not in the possession of another person, may be collected, as a good asset, and

passed, three years later, to the property of the Municipality or to the Federal District, if you are in the respective districts.
§ 1 o The property located in the countryside, abandoned in the same circumstances, can be collected, as a good asset, and passed, three years later, to the property of the Union, wherever it is located.
§ 2 o The intention referred to in this article will be absolutely presumed when, once the acts of possession have ceased, the owner is no longer required to satisfy the tax burden.

CHAPTER V
Neighborhood Rights

Section I
Abnormal Use of Property

Article 1,277. The owner or owner of a building has the right to stop harmful interference to the safety, tranquility and health of those who inhabit it, caused by the use of neighboring property.
Single paragraph. Interference is prohibited considering the nature of the use, the location of the building, complying with the rules that distribute the buildings in areas, and the ordinary tolerance limits of the residents of the neighborhood.
Article 1,278. The right referred to in the preceding article does not prevail when the interferences are justified in the public interest, in which case the owner or the owner, who caused them, will pay the neighbor full compensation.
Article 1,279. Even though interference must be tolerated by a court decision, the neighbor may demand a reduction, or elimination, when these become possible.
Art. 1,280. The owner or possessor has the right to demand that the owner of the neighboring building demolish, or repair it, when it threatens to ruin, as well as to pay security for the imminent damage.
Article 1,281. The owner or the owner of a building, in which someone has the right to do works, may, in the case of imminent damage, demand from the author of them the necessary guarantees against eventual damage.

Section II
From the bordering trees

Article 1,282. The tree, whose trunk is on the dividing line, is presumed to belong in common to the owners of the adjoining buildings.
Article 1,283. The roots and branches of the tree, which exceed the height of the building, may be cut, up to the vertical dividing plane, by the owner of the invaded land.
Article 1,284. The fallen tree fruits from the neighboring land belong to the owner of the soil where they fell, if this is privately owned.

Section III
Forced Passage

Article 1,285. The owner of the building who does not have access to a public road, spring or port, can, upon payment of full compensation, constrain the neighbor to give him passage, the course of which will be judicially fixed, if necessary.
§ 1 o The neighbor whose property will most naturally and easily lend itself to passage will suffer the constraint.
§ 2 o If there is a partial alienation of the building, so that one of the parties loses access to public roads, springs or ports, the owner of the other must tolerate the passage.
§ 3 o The provisions of the preceding paragraph apply even when, before the sale, there was a passage through a neighboring property, the owner of which was not constrained, afterwards, to give another one.

Section IV
Cable and Pipe Passage

Article 1,286. Upon receipt of indemnity that also attends to the devaluation of the remaining area, the owner is obliged to tolerate the passage, through his property, of cables, pipes and other underground conduits of public utility services, to the benefit of neighboring owners, when otherwise it is impossible or excessively expensive.
Single paragraph. The aggrieved owner may demand that the installation be done less severely to the burdened building, and then be removed, at his expense, to another location on the property.
Article 1,287. If the facilities pose a serious risk, the owner of the burdened building will be allowed to demand that security works be carried out.

Section V
From Waters

Article 1,288. The owner or the owner of the lower building is obliged to receive the water that flows naturally from the upper building, not being able to carry out works that hinder its flow; however, the natural and previous condition of the lower building cannot be aggravated by works done by the owner or owner of the upper building.
Article 1,289. When the water, artificially taken to the upper building, or harvested there, flows from it to the lower one, the owner of the latter may complain that they deviate, or if they are compensated for the damage suffered.
Single paragraph. The amount of the benefit obtained will be deducted from the indemnity.
Art. 1,290. The owner of the spring, or of the soil where rainwater falls, satisfied the needs of its consumption, cannot prevent, or divert the natural course of the remaining waters through the lower buildings.
Article 1,291. The owner of the superior property will not be able to pollute the waters indispensable to the first necessities of life of the owners of the inferior properties; the others, which pollute, must recover, compensating for the damage they suffer, if recovery or diversion of the artificial water course is not possible.
Article 1,292. The owner has the right to build dams, dams, or other works to dam water in his building; if the dammed waters invade another's building, the owner will be compensated for the damage suffered, less the amount of the benefit obtained.
Article 1,293. Whoever it is, with prior indemnification to the injured owners, is allowed to build channels, through other buildings, to receive the waters to which they are entitled, indispensable to the first necessities of life, and, as long as it does not cause considerable damage to agriculture and industry, as well as the drainage of superfluous or accumulated water, or the drainage of land.
§ 1 The injured owner, in such a case, also has the right to reimbursement for damages that may arise in the future due to the infiltration or irruption of water, as well as the deterioration of the works intended to channel them.
§ 2 The harmed owner may demand that the plumbing through built-up areas, patios, vegetable gardens, gardens or yards be underground.
§ 3 The aqueduct will be built in a way that causes the least damage to the owners of neighboring properties, and at the expense of its owner, who is also responsible for conservation costs.
Article 1,294. The provisions of arts. 1,286 and 1,287.
Article 1,295. The aqueduct will not prevent the owners from surrounding the buildings and building on them, without prejudice to their safety and conservation; homeowners will be able to use the aqueduct waters for life's first needs.
Article 1,296. If there are superfluous waters in the aqueduct, others may channel them, for the purposes provided for in art. 1,293, upon payment of compensation to the harmed owners and the owner of the aqueduct, of an amount equivalent to the expenses that would then be necessary for the conduction of the waters to the point of derivation.
Single paragraph. The owners of the properties crossed by the aqueduct are preferred.
Section VI
The Limits between Buildings and the Right to Cover
Article 1,297. The owner has the right to surround, wall, ditch or cover his building in any way, urban or rural, and may constrain his neighbor to proceed with the demarcation between the two buildings, to live off dark paths and to renew destroyed landmarks or ruined, with the respective expenses being proportionally distributed among the interested parties.
§ 1 The intervals, walls, fences and dividing walls, such as hedges, wire or wooden fences, ditches or stools, are presumed, until proven otherwise, to belong to both adjoining owners, who are obliged, in accordance with local customs, to compete, in equal parts, for the costs of its construction and conservation.
§ 2 Living hedges, trees, or any plants, which serve as a dividing mark, can only be cut, or uprooted, by mutual agreement between owners.
§ 3 The construction of special sidings to prevent the passage of small animals, or for another purpose, may be required of those who caused their need, by the owner, who is not obliged to contribute to the expenses.
Article 1,298. If confusing, the limits, in the absence of any other means, will be determined in accordance with fair possession; and, if it is not proved, the contested land will be divided equally between the buildings, or, if it is not possible to have a comfortable division, it will be awarded to one of them, through indemnity to the other.
Section VII
The Right to Build
Article 1,299. The landlord can build as many buildings as he likes on his land, except for the rights of neighbors and administrative regulations.

Art. 1,300. The owner will build in such a way that his building does not directly pour water over the neighboring building.
Art. 1,301. It is closed to open windows, or make a roof, terrace or balcony, less than a meter and a half from the neighboring land.
§ 1 The windows whose view does not fall on the dividing line, as well as the perpendicular ones, cannot be opened less than seventy-five centimeters.
§ 2 The provisions of this article do not include openings for light or ventilation, not more than ten centimeters wide over twenty long and built more than two meters high on each floor.
Art. 1,302. The owner may, in the period of year and day after the completion of the work, demand that a window, balcony, terrace or drain over his building be undone; Once the term has elapsed, it cannot, in turn, build without complying with the provisions of the previous article, nor prevent, or hinder, the drainage of the water from the drip, with prejudice to the neighboring building.
Single paragraph. In the case of openings, or openings for light, whatever the quantity, height and disposition, the neighbor can, at all times, raise his building, or wall, even if it sees the light.
Art. 1,303. In the rural area, it will not be allowed to lift buildings less than three meters from the neighboring land.
Art. 1,304. In cities, towns and villages whose construction is restricted to alignment, the owner of a land can build on it, lining the dividing wall of the adjoining building, if it supports the new construction; but he will have to pocket the neighbor half the value of the corresponding wall and floor.
Art. 1,305. The adjoining building, which must first be built, can set the partition wall up to half thickness on the contiguous terrain, without losing the right to have half a value if the neighbor crosses it, in which case the first will fix the width and depth of the foundation.
Single paragraph. If the dividing wall belongs to one of the neighbors, and does not have the capacity to be anchored by the other, the latter cannot make it a foundation for the foot without paying security to that one, due to the risk to which the previous construction exposes.
Art. 1,306. The owner of the half-wall can use it up to the middle of the thickness, without jeopardizing the security or separation of the two buildings, and previously informing the other owner of the works he intends to do there; he cannot, without the consent of the other, make cabinets or similar works on the wall, corresponding to others of the same nature, already made on the opposite side.
Art. 1,307. Any of the adjoining areas can elevate the dividing wall, if necessary by reconstructing it, to support the elevation; will bear all expenses, including maintenance, or half, if the neighbor acquires a share in the increased part.
Art. 1,308. It is not lawful to place chimneys, stoves, ovens or any appliances or deposits liable to produce harmful infiltrations or interference against the partition wall.
Single paragraph. The previous provision does not cover ordinary chimneys and stoves.
Art. 1,309. Buildings that are capable of polluting, or rendering unusable, for ordinary use, water from the well, or other spring, which are preexisting, are prohibited.
Art. 1.310. Excavations or any works that remove water from the well or the spring of another person are not permitted for the water needed for their normal needs.
Art. 1.311. The execution of any work or service that may cause collapse or displacement of land, or that compromises the safety of the neighboring building, is not allowed, unless after the precautionary works have been done.
Single paragraph. The owner of the neighboring building is entitled to reimbursement for the losses he suffers, despite the fact that the precautionary works have been carried out.
Art. 1.312. Anyone who violates the prohibitions set out in this Section is obliged to demolish the constructions made, responding for losses and damages.
Art. 1.313. The owner or occupier of the property is obliged to allow the neighbor to enter the building, with prior notice, to:
I - temporarily use it, when indispensable for the repair, construction, reconstruction or cleaning of your house or the dividing wall;
II - take possession of your own things, including animals that happen to be there casually.
§ 1 The provisions of this article apply to cases of cleaning or repairing sewers, leaks, hygienic devices, wells and springs and the hedge trimmer.
§ 2 o In the event of item II, once the things sought by the neighbor have been delivered, their entry into the property may be prevented.

§ 3 If the exercise of the right ensured in this article results in damage, the impaired right to compensation will have.

CHAPTER VI
From the General Condominium

Section I
From the Volunteer Condominium
Subsection I
Owners' Rights and Duties

Art. 1.314. Each condominium owner can use the thing according to its destination, exercise all the rights compatible with the individuality, claim it from a third party, defend its possession and ignore the respective ideal part, or record it.

Single paragraph. None of the tenants can alter the destination of the common thing, nor give possession, use or enjoyment to strangers, without the consent of others.

Art. 1.315. The tenant is obliged, in proportion to his part, to contribute to the costs of conservation or division of the thing, and to bear the burden to which he is subject.

Single paragraph. The ideal parts of the tenants are assumed to be equal.

Art. 1.316. The owner can exempt himself from paying expenses and debts, renouncing the ideal part.

§ 1 If the other tenants assume the expenses and debts, the resignation takes advantage of them, acquiring the ideal part of those who resigned, in proportion to the payments they make.

§ 2 If there is no tenant who makes the payments, the common thing will be divided.

Art. 1.317. When the debt has been contracted by all the tenants, without discriminating the part of each one in the obligation, nor stipulating solidarity, it is understood that each one was obligated in proportion to his share in the common thing.

Art. 1.318. The debts contracted by one of the tenants for the benefit of the communion, and during it, oblige the contractor; but it will have this regressive action against the others.

Art. 1.319. Each tenant responds to the others for the fruits they perceived of the thing and the damage it caused them.

Art. 1.320. At any time, it will be lawful for the joint owner to demand the division of the common thing, accounting for the share of each one for their part in the expenses of the division.

§ 1 The tenants may agree that the common thing remains undivided for a period not exceeding five years, subject to further extension.

§ 2 The indivisibility established by the donor or the testator cannot exceed five years.

§ 3 At the request of any interested party and if serious reasons so advise, the judge may determine the division of the common thing before the deadline.

Article 1.321. Where applicable, the inheritance sharing rules apply (arts. 2.013 to 2.022).

Art. 1.322. When the thing is indivisible, and the consorts do not want to award it to one, indemnifying the others, the proceeds will be sold and shared, preferring, on sale, on equal terms, the condominium to the stranger, and among the we share the one that has the most valuable improvements in the thing, and, if there are none, the largest share.

Single paragraph. If none of the tenants has improvements in the common thing and all participate in the condominium in equal parts, bidding will be carried out between strangers and, before the thing is awarded to the one who offered the highest bid, proceeding to bidding between the tenants, so that the thing can be awarded to whoever offers the best offer, preferring, on equal terms, the condominium to the stranger.

Subsection II
Condominium Administration

Art. 1,323. Deliberating the majority on the administration of the common thing, it will choose the administrator, who may be foreign to the condominium; resolving to rent it, it will be preferable, under equal conditions, the owner to the one who is not.

Art. 1.324. The owner who administers without opposition from others is presumed to be a common representative.

Art. 1.325. The majority will be calculated by the value of the shares.

§ 1 The deliberations will be mandatory, being taken by absolute majority.

§ 2 If it is not possible to achieve an absolute majority, the judge will decide, at the request of any member, after hearing the others.

§ 3 o If there is doubt as to the value of the share, it will be assessed in court.

Article 1.326. The fruits of the common thing, unless otherwise stipulated or disposed of last will, will be shared in proportion to the shares.

Section II

Condominium Required

Article 1.327. The condominium per section of walls, fences, walls and ditches is regulated by the provisions of this Code (articles 1,297 and 1,298; 1,304 to 1,307).

Article 1.328. The owner who has the right to build a property with walls, fences, walls, ditches or ditches, will also have to acquire a section on the wall, wall, ditch or fence of the neighbor, pocketing half of what is currently worth the work. and the land occupied by it (art. 1,297).

Article 1.329. If the two do not agree on the price of the work, it will be arbitrated by experts, at the expense of both adjoining parties.

Art. 1.330. Whatever the value of the section, as long as the one who intends the division does not pay or deposit it, no use can be made on the wall, wall, ditch, fence or any other dividing work.

CHAPTER VII

From Building Condominium

Section I

General Provisions

Art. 1,331. There may be, in buildings, parts that are exclusive property, and parts that are common property of the tenants.

§ 1 The parts susceptible to independent use, such as apartments, offices, rooms, shops and storefronts, with the respective ideal fractions on the ground and in other common parts, are subject to exclusive property, being able to be alienated and recorded freely by their owners, except for vehicle shelters, which cannot be sold or rented to people outside the condominium, unless expressly authorized in the condominium agreement. (Wording given by Law No. 12,607, of 2012)

§ 2 o The soil, the building structure, the roof, the general water, sewage, gas and electricity distribution network, central heating and cooling, and other common parts, including access to the public street, are used in common by the tenants, and cannot be sold separately, or divided.

§ 3 Each real estate unit will have, as an inseparable part, an ideal fraction in the ground and in other common parts, which will be identified in decimal or ordinary form in the condominium institution instrument. (Wording given by Law nº 10.931, of 2004)

§ 4 o No real estate unit can be deprived of access to the public street.

§ 5 o The roof terrace is a common part, unless otherwise specified in the deed of incorporation of the condominium.

Art. 1.332. The building condominium is instituted by an inter-living act or testament, registered with the Real Estate Registry Office, which must include that act, in addition to the provisions of a special law:

I - the discrimination and individualization of units of exclusive property, defined by each other and by common parts;

II - determining the ideal fraction attributed to each unit, in relation to the land and common parts;

III - the purpose for which the units are intended.

Art. 1,333. The convention that constitutes the building condominium must be signed by the holders of at least two thirds of the ideal fractions and becomes, from the start, mandatory for the holders of rights over the units, or for those who have possession or detention over them.

Single paragraph. To be opposable against third parties, the condominium agreement must be registered with the Real Estate Registry Office.

Art. 1,334. In addition to the provisions referred to in art. 1.332 and those that the interested parties may wish to stipulate, the convention will determine:

I - the proportional quota and the payment method of the contributions of the tenants to meet the ordinary and extraordinary expenses of the condominium;

II - its form of administration;

III - the competence of the meetings, the form of their call and the quorum required for the deliberations;

IV - the sanctions to which the joint owners or owners are subject;

V - the bylaws.

§ 1 The convention may be made by public deed or by a private instrument.

§ 2 o Unless otherwise provided, the promising buyers and assignees of rights relating to autonomous units are treated as owners for the purposes of this article.

Art. 1,335. The rights of the owner are:
I - use, enjoy and freely dispose of their units;
II - use the common parts, according to their destination, and as long as it does not exclude the use of the other members;
III - vote in the deliberations of the assembly and participate in them, being enough.
Art. 1,336. The duties of the owner are:
I - contribute to the expenses of the condominium in proportion to its ideal fractions, unless otherwise specified in the agreement; (Wording given by Law nº 10.931, of 2004)
II - not carry out works that compromise the security of the building;
III - do not alter the shape and color of the facade, the external parts and frames;
IV - give its parts the same destination as the building, and do not use them in a way harmful to the peace, health and safety of the owners, or to good customs.
§ 1 The owner who does not pay his contribution will be subject to the default interest or, if not foreseen, one percent per month and a fine of up to two percent on the debt.
§ 2 The condominium member, who does not fulfill any of the duties established in items II to IV, will pay the fine provided for in the constitutive act or in the convention, which cannot be greater than five times the value of his monthly contributions, regardless of losses and damages that clear up; if there is no express provision, it will be up to the general meeting, for at least two thirds of the remaining tenants, to decide on the collection of the fine.
Art. 1337. The owner, or possessor, who does not repeatedly fulfill his duties before the condominium may, by resolution of three quarters of the remaining tenants, be forced to pay a corresponding fine up to five times the amount attributed to the contribution to the condominium expenses , depending on the severity of the absences and the repetition, regardless of the losses and damages that may arise.
Single paragraph. The owner or owner who, due to his repeated anti-social behavior, generates incompatibility of living with the other owners or owners, may be forced to pay a fine corresponding to ten times the amount attributed to the contribution to the condominium expenses, until further deliberation of the meeting.
Art. 1,338. If the owner decides to rent an area in the shelter for vehicles, it will be preferable, under equal conditions, any of the owners to strangers, and, among all, the owners.
Art. 1,339. The rights of each owner to the common parts are inseparable from their exclusive property; they are also inseparable from the ideal fractions corresponding to real estate units, with their accessory parts.
§ 1 o In the cases of this article it is forbidden to sell or record the assets separately.
§ 2 The condominium owner is allowed to dispose of an accessory part of his real estate unit to another condominium owner, and can only do so to a third party if that option is included in the constitutive act of the condominium, and if it is not opposed to the respective general meeting.
Art. 1.340. Expenses related to common parts for the exclusive use of a condominium owner, or some of them, are the responsibility of those who use them.
Art. 1,341. The conduction of works in the condominium depends on:
I - if voluntary, with a vote of two thirds of the tenants;
II - if useful, the majority vote of the tenants.
§ 1 The necessary works or repairs can be carried out, regardless of authorization, by the liquidator, or, in case of omission or impediment of this, by any joint owner.
§ 2 o If the necessary works or repairs are urgent and imply excessive expenses, determined their accomplishment, the superintendent or the owner who took their initiative will inform the assembly, which must be called immediately.
§ 3 o Not being urgent, the necessary works or repairs, which result in excessive expenses, can only be carried out after authorization of the assembly, specially called by the liquidator, or, in case of omission or impediment of this, by any of the tenants.
§ 4 The owner who carries out the necessary works or repairs will be reimbursed for the expenses he makes, not having the right to refund those he makes with works or repairs of another nature, although of common interest.
Art. 1,342. The execution of works, in common parts, in addition to the existing ones, in order to facilitate or increase their use, depends on the approval of two thirds of the votes of the tenants, construction is not allowed, in the common parts, susceptible to impair the use , by any of the tenants, their own, or common parts.
Art. 1,343. The construction of another floor, or, on the common floor, of another building, intended to contain new real estate units, depends on the approval of the joint owners.
Article 1,344. The owner of the roof terrace bears the costs of its conservation, so that there is no damage to the lower real estate units.

Art. 1.345. The unit acquirer is responsible for the debts of the seller in relation to the condominium, including fines and interest on arrears.
Art. 1,346. It is mandatory to insure the entire building against the risk of fire or destruction, total or partial.
Section II
Condominium Administration
Art. 1,347. The assembly will choose a liquidator, who may not be a joint owner, to manage the condominium, for a term not exceeding two years, which may be renewed.
Art. 1.348. The liquidator is responsible for:
I - call the shareholders' meeting;
II - represent, actively and passively, the condominium, practicing, in or out of court, the acts necessary to defend common interests;
III - immediately inform the assembly of the existence of a judicial or administrative procedure, of interest to the condominium;
IV - comply with and enforce the convention, the internal regulations and the determinations of the assembly;
V - ensure the conservation and custody of common parts and ensure the provision of services that interest the owners;
VI - prepare the budget for revenue and expenditure for each year;
VII - collect from the residents their contributions, as well as impose and collect the fines due;
VIII - rendering accounts to the meeting, annually and when required;
IX - carry out building insurance.
§ 1 o The assembly may invest another person, in place of the liquidator, in powers of representation.
§ 2 The receiver may transfer the powers of representation or administrative functions to another party, wholly or partially, subject to the approval of the assembly, unless otherwise provided in the agreement.
Art. 1,349. The meeting, specially called for the purpose established in § 2 of the preceding article, may, by the vote of the absolute majority of its members, remove the liquidator who practices irregularities, does not render accounts, or does not properly manage the condominium.
Art. 1.350. The superintendent shall convene, annually, a meeting of the joint-owners' meeting, in the manner provided for in the agreement, in order to approve the expenses budget, the contributions of the joint-owners and the rendering of accounts, and eventually elect the substitute and change the internal rules.
§ 1 If the liquidator does not call the meeting, a quarter of the tenants may do so.
§ 2 o If the assembly does not meet, the judge will decide, at the request of any condominium member.
Art. 1,351. It depends on the approval of 2/3 (two thirds) of the votes of the tenants to change the convention; the change in the destination of the building, or the real estate unit, depends on the unanimous approval of the tenants. (Wording given by Law nº 10.931, of 2004)
Art. 1,352. Except when a special quorum is required, the resolutions of the meeting will be taken, on first call, by a majority vote of the shareholders present who represent at least half of the ideal fractions.
Single paragraph. The votes will be proportional to the ideal fractions on the ground and in the other common parts belonging to each individual, except as otherwise provided in the convention for the constitution of the condominium.
Art. 1,353. On second call, the meeting may deliberate by a majority of the votes of those present, except when a special quorum is required.
Art. 1,354. The assembly cannot deliberate if all the tenants are not called to the meeting.
Art. 1,355. Extraordinary assemblies may be called by the liquidator or by a quarter of the tenants.
Art. 1,356. There may be a fiscal council in the condominium, composed of three members, elected by the meeting, for a term not exceeding two years, which is responsible for giving an opinion on the liquidator's accounts.
Section III
Extinction of the Condominium
Art. 1,357. If the building is totally or considerably destroyed, or threatens to ruin, the tenants will deliberate in assembly about the reconstruction, or sale, by votes that represent half plus one of the ideal fractions.
§ 1 Once the reconstruction is resolved, the owner may exempt himself from paying the respective expenses, transferring his rights to other tenants, through judicial evaluation.
§ 2 o Once the sale is made, in which it is preferred, under equal conditions of offer, the condominium to the stranger, the amount determined between the tenants will be shared, proportionally to the value of their real estate units.

Art. 1,358. If expropriation occurs, the indemnity will be distributed in the proportion referred to in § 2 of the previous article.

Section IV

From the Condominium of Lots

(Included by Law No. 13,465, of 2017)

Art. 1,358-A. There may be, on land, designated parts of lots that are the exclusive property and parts that are common property of the tenants. (Included by Law No. 13,465, of 2017)

§ 1 The ideal fraction of each owner may be proportional to the ground area of each autonomous unit, to the respective construction potential or to other criteria indicated in the act of institution. (Included by Law No. 13,465, of 2017)

Paragraph 2. The provisions on building condominium in this Chapter apply, as applicable, to the condominium of lots, in compliance with urban legislation. (Included by Law No. 13,465, of 2017)

§ 3 For the purpose of real estate development, the implementation of the entire infrastructure will be the responsibility of the entrepreneur. (Included by Law No. 13,465, of 2017)

CHAPTER VII-A

(Included by Law No. 13,777, of 2018) (Effective)

CONDOMINIUM IN MULTIPROPRIETY

Section I

(Included by Law No. 13,777, of 2018) (Effective)

General Provisions

Art. 1,358-B. Multiproperty shall be governed by the provisions of this Chapter and, in a supplementary and subsidiary manner, by the other provisions of this Code and by the provisions of Laws No. 4,591, of December 16, 1964, and 8,078, of September 11, 1990 (Code Consumer Protection). (Included by Law No. 13,777, of 2018) (Effective)

Art. 1,358-C. Multiproperty is the condominium regime in which each owner of the same property owns a fraction of time, which corresponds to the ability to use and enjoy, exclusively, the entire property, to be exercised by the owners alternately . (Included by Law No. 13,777, of 2018) (Effective)

Single paragraph. Multi-ownership will not be automatically extinguished if all fractions of time are from the same multi-owner. (Included by Law No. 13,777, of 2018) (Effective)

Art. 1,358-D. The property object of the multiproperty: (Included by Law nº 13.777, of 2018) (Term)

I - it is indivisible, not subject to the action of division or extinction of condominium; (Included by Law No. 13,777, of 2018) (Effective)

II - includes facilities, equipment and furniture intended for its use and enjoyment. (Included by Law No. 13,777, of 2018) (Effective)

Art. 1,358-E. Every fraction of time is indivisible. (Included by Law No. 13,777, of 2018) (Effective)

§ 1 The period corresponding to each fraction of time will be, at least, 7 (seven) days, consecutive or interspersed, and may be: (Included by Law nº 13.777, of 2018) (Effective)

I - fixed and determined, in the same period of each year; (Included by Law No. 13,777, of 2018) (Effective)

II - floating, in which case the period will be determined periodically, by means of an objective procedure that respects, in relation to all multi-owners, the principle of isonomy, and must be previously disclosed; or (Included by Law No. 13,777, of 2018) (Effective)

III - mixed, combining fixed and floating systems. (Included by Law No. 13,777, of 2018) (Effective)

§ 2 All multi-owners will be entitled to the same minimum number of consecutive days during the year, with the possibility of acquiring fractions greater than the minimum, with the corresponding right to use for periods also greater. (Included by Law No. 13,777, of 2018) (Effective)

Section II

(Included by Law No. 13,777, of 2018) (Effective)

Multiproperty Institution

Art. 1,358-F. Multiproperty is instituted by an inter-living act or will, registered at the competent real estate registry office, and the duration of the periods corresponding to each fraction of time must be included in that act. (Included by Law No. 13,777, of 2018) (Effective)

Art. 1,358-G. In addition to the clauses that the multi-property owners decide to stipulate, the multi-property condominium convention will determine: (Included by Law nº 13.777, of 2018) (Term)

I - the powers and duties of the multi-property owners, especially in terms of the property's facilities, equipment and furniture, ordinary and extraordinary maintenance, conservation and cleaning and payment of the condominium contribution; (Included by Law No. 13,777, of 2018) (Effective)
II - the maximum number of people who can simultaneously occupy the property in the period corresponding to each fraction of time; (Included by Law No. 13,777, of 2018) (Effective)
III - the rules of access of the condominium administrator to the property to fulfill the duty of maintenance, conservation and cleaning; (Included by Law No. 13,777, of 2018) (Effective)
IV - the creation of a reserve fund for replacement and maintenance of equipment, installations and furniture; (Included by Law No. 13,777, of 2018) (Effective)
V - the regime applicable in case of loss or partial or total destruction of the property, including for the purposes of participating in the risk or in the value of the insurance, indemnity or the remainder; (Included by Law No. 13,777, of 2018) (Effective)
VI - the fines applicable to the multi-owner in the event of non-compliance with duties. (Included by Law No. 13,777, of 2018) (Effective)
Art. 1,358-H. The multi-property institution instrument or the multi-property condominium agreement may establish the maximum limit of fractions of time in the same property that may be held by the same natural or legal person. (Included by Law No. 13,777, of 2018) (Effective)
Single paragraph. In case of multi-property institution for subsequent sale of fractions of time to third parties, compliance with any limit of fractions of time per holder established in the institution instrument will be mandatory only after the fractions are sold. (Included by Law No. 13,777, of 2018) (Effective)
Section III
(Included by Law No. 13,777, of 2018) (Effective)
Multiproprietary Rights and Obligations
Art. 1,358-I. Multi-owner rights, in addition to those provided for in the institution instrument and in the multi-property condominium agreement: (Included by Law No. 13,777, of 2018) (Term)
I - use and enjoy, during the period corresponding to its fraction of time, the property and its facilities, equipment and furniture; (Included by Law No. 13,777, of 2018) (Effective)
II - assign the fraction of time on lease or lending; (Included by Law No. 13,777, of 2018) (Effective)
III - dispose of the fraction of time, for an act between the living or because of death, whether in return for payment or free of charge, or to charge it, with the alienation and qualification of the successor, or the encumbrance, to be informed to the administrator; (Included by Law No. 13,777, of 2018) (Effective)
IV - participate and vote, in person or through a representative or proxy, provided that you are satisfied with the condominium obligations, in: (Included by Law nº 13.777, of 2018) (Term)
a) general meeting of the condominium in multi-ownership, and the vote of the multi-owner will correspond to the share of their fraction of time in the property; (Included by Law No. 13,777, of 2018) (Effective)
b) general meeting of the building condominium, when applicable, and the vote of the multi-owner will correspond to the share of his fraction of time in relation to the share of political power attributed to the autonomous unit in the respective building condominium convention. (Included by Law No. 13,777, of 2018) (Effective)
Art. 1,358-J. The obligations of the multi-owner, in addition to those provided for in the institution instrument and in the multi-property condominium agreement: (Included by Law No. 13,777, of 2018) (Term)
I - pay the condominium contribution of the condominium in multiproperty and, when applicable, the building condominium, even if it renounces the use and enjoyment, in whole or in part, of the property, common areas or the respective facilities, equipment and furniture; (Included by Law No. 13,777, of 2018) (Effective)
II - be liable for damages caused to the property, facilities, equipment and furniture by you, any of your companions, guests or representatives or by persons authorized by you; (Included by Law No. 13,777, of 2018) (Effective)
III - immediately inform the administrator of defects, malfunctions and defects in the property of which you become aware during use; (Included by Law No. 13,777, of 2018) (Effective)
IV - not to modify, alter or replace the furniture, equipment and installations of the property; (Included by Law No. 13,777, of 2018) (Effective)
V - keep the property in a state of conservation and cleanliness consistent with the purposes for which it is intended and with the nature of the respective construction; (Included by Law No. 13,777, of 2018) (Effective)
VI - use the property, as well as its facilities, equipment and furniture, according to its destination and nature; (Included by Law No. 13,777, of 2018) (Effective)

VII - use the property exclusively during the period corresponding to its fraction of time; (Included by Law No. 13,777, of 2018) (Effective)
VIII - vacate the property, until the day and time fixed in the institution instrument or in the multi-property condominium agreement, under penalty of daily fine, as agreed in the relevant instrument; (Included by Law No. 13,777, of 2018) (Effective)
IX - allow urgent works or repairs to be carried out. (Included by Law No. 13,777, of 2018) (Effective)
§ 1 As provided for in the respective multi-property condominium agreement, the multi-owner will be subject to: (Included by Law No. 13,777, of 2018) (Effective)
I - fine, in case of non-compliance with any of its duties; (Included by Law No. 13,777, of 2018) (Effective)
II - progressive fine and temporary loss of the right to use the property in the period corresponding to its fraction of time, in the case of repeated breach of duties. (Included by Law No. 13,777, of 2018) (Effective)
§ 2 The responsibility for expenses related to repairs to the property, as well as its facilities, equipment and furniture, will be: (Included by Law nº 13.777, of 2018) (Effective)
I - of all multi-owners, when they result from normal use and natural wear and tear on the property; (Included by Law No. 13,777, of 2018) (Effective)
II - exclusively from the multi-owner responsible for abnormal use, without prejudice to a fine, when resulting from abnormal use of the property. (Included by Law No. 13,777, of 2018) (Effective)
§ 3 (VETOED). (Included by Law No. 13,777, of 2018) (Effective)
§ 4 (VETOED). (Included by Law No. 13,777, of 2018) (Effective)
§ 5 (VETOED). (Included by Law No. 13,777, of 2018) (Effective)
Art. 1,358-K. For the purposes of the provisions of this Section, promising buyers and assignees of rights for each fraction of time are equated with multi-owners. (Included by Law No. 13,777, of 2018) (Effective)
Section IV
(Included by Law No. 13,777, of 2018) (Effective)
Transfer of Multiproperty
Art. 1,358-L. The transfer of the right to multi-ownership and its production of effects before third parties will take place in the form of civil law and will not depend on the consent or knowledge of the other multi-owners. (Included by Law No. 13,777, of 2018) (Effective)
Paragraph 1 - There will be no preemptive right in the sale of a fraction of time, unless established in the institution's instrument or in the multi-property condominium convention in favor of the other multi-owners or the multi-ownership condominium owner. (Included by Law No. 13,777, of 2018) (Effective)
§ 2 The acquirer will be jointly and severally liable with the seller for the obligations referred to in § 5 of art. 1,358-J of this Code if you do not obtain a declaration of non-existence of debts referring to the fraction of time at the time of its acquisition. (Included by Law No. 13,777, of 2018) (Effective)
Section V
(Included by Law No. 13,777, of 2018)
Multiproperty Management
Art. 1,358-M. The administration of the property and its facilities, equipment and furniture will be the responsibility of the person indicated in the institution instrument or in the condominium agreement in multiproperty, or, in the absence of indication, of a person chosen at the general meeting of the tenants. (Included by Law No. 13,777, of 2018) (Effective)
§ 1 The administrator will exercise, in addition to those provided for in the institution instrument and in the multi-property condominium agreement, the following attributions: (Included by Law nº 13.777, of 2018) (Effective)
I - coordination of the use of the property by the multi-owners during the period corresponding to their respective fractions of time; (Included by Law No. 13,777, of 2018) (Effective)
II - determination, in the case of floating or mixed systems, of the concrete periods of exclusive use and enjoyment of each multi-owner in each year; (Included by Law No. 13,777, of 2018) (Effective)
III - maintenance, conservation and cleaning of the property; (Included by Law No. 13,777, of 2018) (Effective)
IV - exchange or replacement of facilities, equipment or furniture, including: (Included by Law No. 13,777, of 2018) (Effective)
a) determine the need for exchange or replacement; (Included by Law No. 13,777, of 2018) (Effective)
b) provide the necessary budgets for the exchange or replacement; (Included by Law No. 13,777, of 2018) (Effective)
c) submit the budgets for approval by the simple majority of the members of the assembly; (Included by Law No. 13,777, of 2018) (Effective)

V - preparation of the annual budget, with estimated revenue and expenses; (Included by Law No. 13,777, of 2018) (Effective)
VI - collection of cost shares for the responsibility of multi-owners; (Included by Law No. 13,777, of 2018) (Effective)
VII - payment, on behalf of the building or voluntary condominium, with the common funds collected, of all common expenses. (Included by Law No. 13,777, of 2018) (Effective)
§ 2 The multi-property condominium agreement may differently regulate the assignment provided for in item IV of § 1 of this article. (Included by Law No. 13,777, of 2018) (Effective)
Art. 1,358-N. The instrument of institution may provide for a fraction of the time allocated for carrying out, on the property and its installations, on its equipment and furniture, repairs which are essential for the normal exercise of the multi-property right. (Included by Law No. 13,777, of 2018) (Effective)
§ 1 The fraction of time referred to in the caput of this article may be attributed: (Included by Law nº 13.777, of 2018) (Effective)
I - the multiproperty founder; or (Included by Law No. 13,777, of 2018) (Effective)
II - to the multi-owner, proportionally to the respective fractions. (Included by Law No. 13,777, of 2018) (Effective)
§ 2 In case of emergency, the repairs referred to in the caput of this article may be made during the period corresponding to the fraction of time of one of the multi-owners. (Included by Law No. 13,777, of 2018) (Effective)
Section VI
(Included by Law No. 13,777, of 2018) (Effective)
Specific Provisions Relating to the Autonomous Units of Building Condominiums
Art. 1,358-O. The building condominium may adopt the multiproperty regime in part or in all of its autonomous units, by means of: (Included by Law nº 13.777, of 2018) (Term)
I - forecast in the institution instrument; or (Included by Law No. 13,777, of 2018) (Effective)
II - resolution of the absolute majority of the tenants. (Included by Law No. 13,777, of 2018) (Effective)
Single paragraph. In the case provided for in item I of the caput of this article, the initiative and responsibility for the institution of the multi-property regime will be attributed to the same people and will observe the same requirements indicated in paragraphs a, b and c and in § 1 of art. 31 of Law No. 4,591, of December 16, 1964. (Included by Law No. 13,777, of 2018) (Effective)
Art. 1,358-P. In the hypothesis of art. 1,358-O, the building condominium convention must provide, in addition to the matters listed in arts. 1,332, 1,334 and, if applicable, 1,358-G of this Code: (Included by Law No. 13,777, of 2018) (Effective)
I - the identification of units subject to the multiproperty regime, in the case of joint ventures; (Included by Law No. 13,777, of 2018) (Effective)
II - the indication of the duration of the time fractions of each autonomous unit subject to the multi-property regime; (Included by Law No. 13,777, of 2018) (Effective)
III - the form of apportionment, among the multi-owners of the same autonomous unit, of the condominium contributions related to the unit, which, unless otherwise disciplined in the institution instrument or in the multi-property condominium convention, will be proportional to the fraction of time of each multi-owner; (Included by Law No. 13,777, of 2018) (Effective)
IV - the specification of ordinary expenses, the cost of which will be mandatory, regardless of the use and enjoyment of the property and common areas; (Included by Law No. 13,777, of 2018) (Effective)
V - the multi-property management bodies; (Included by Law No. 13,777, of 2018) (Effective)
VI - the indication, if applicable, that the enterprise has an exchange administration system, as provided for in § 2 of art. 23 of Law no. 11,771, of September 17, 2008, whether from the period of enjoyment of the fraction of time, or from the place of enjoyment, in which case the responsibility and obligations of the exchange company are limited to that contained in the documentation of its hiring; (Included by Law No. 13,777, of 2018) (Effective)
VII - the competence to impose sanctions and the respective procedure, especially in cases of delay in fulfilling the costing obligations and in cases of non-compliance with the obligation to vacate the property by the scheduled date and time; (Included by Law No. 13,777, of 2018) (Effective)
VIII - the quorum required for the decision to award the fraction of time in the event of default by the respective multi-owner; (Included by Law No. 13,777, of 2018) (Effective)
IX - the quorum required for the decision to sell, by the building condominium, the fraction of time awarded due to the default of the respective multi-owner. (Included by Law No. 13,777, of 2018) (Effective)
Art. 1,358-Q. In the hypothesis of art. 1,358-O of this Code, the internal regulations of the building condominium must provide: (Included by Law nº 13.777, of 2018) (Effective)

I - the rights of multi-owners over the common parts of the building condominium; (Included by Law No. 13,777, of 2018) (Effective)
II - the rights and obligations of the administrator, including regarding access to the property to fulfill the duty of maintenance, conservation and cleaning; (Included by Law No. 13,777, of 2018) (Effective)
III - the conditions and rules for the use of common areas; (Included by Law No. 13,777, of 2018) (Effective)
IV - the procedures to be followed for the use and enjoyment of properties and facilities, equipment and furniture intended for the multi-property regime; (Included by Law No. 13,777, of 2018) (Effective)
V - the maximum number of people who can simultaneously occupy the property in the period corresponding to each fraction of time; (Included by Law No. 13,777, of 2018) (Effective)
VI - the rules of coexistence between multi-owners and the occupants of autonomous units not subject to the multi-property regime, in the case of joint ventures; (Included by Law No. 13,777, of 2018) (Effective)
VII - the form of contribution, destination and management of the specific reserve fund for each property, for replacement and maintenance of equipment, installations and furniture, without prejudice to the reserve fund of the building condominium; (Included by Law No. 13,777, of 2018) (Effective)
VIII - the possibility of holding non-face-to-face meetings, including by electronic means; (Included by Law No. 13,777, of 2018) (Effective)
IX - the participation and representation mechanisms of the holders; (Included by Law No. 13,777, of 2018) (Effective)
X - the functioning of the reservation system, the means of confirmation and the requirements to be met by the multi-owner when he does not directly exercise his faculty of use; (Included by Law No. 13,777, of 2018) (Effective)
XI - description of the additional services, if any, and the rules for their use and cost. (Included by Law No. 13,777, of 2018) (Effective)
Single paragraph. The internal regulations may be instituted by public deed or by a private instrument. (Included by Law No. 13,777, of 2018) (Effective)
Art. 1,358-R. The building condominium in which the multi-property regime has been instituted in part or all of its autonomous units will necessarily have a professional administrator. (Included by Law No. 13,777, of 2018) (Effective)
§ 1 The duration of the administration contract will be freely agreed. (Included by Law No. 13,777, of 2018) (Effective)
§ 2 The administrator of the condominium referred to in the caput of this article will also be the administrator of all the condominiums in multiproperty of their autonomous units. (Included by Law No. 13,777, of 2018) (Effective)
§ 3 The administrator will be the legal representative of all multi-owners, exclusively for the performance of the ordinary multi-property management acts, including maintenance, conservation and cleaning of the property and its facilities, equipment and furniture. (Included by Law No. 13,777, of 2018) (Effective)
§ 4 The administrator may modify the internal regulations as to the strictly operational aspects of multi-property management in the building condominium. (Included by Law No. 13,777, of 2018) (Effective)
§ 5 The administrator may or may not be a hosting service provider. (Included by Law No. 13,777, of 2018) (Effective)
Art. 1,358-S. In the event of default, by the multi-owner, of the obligation to defray ordinary or extraordinary expenses, it is appropriate, in the form of civil procedural law, to adjudicate to the building condominium for the corresponding fraction of time. (Included by Law No. 13,777, of 2018) (Effective)
Single paragraph. In the event that the property that is the object of the multiproperty is an integral part of an undertaking in which there is a system for leasing fractions of time in which the holders can or are obliged to lease their fractions of time exclusively through a single administration, sharing the revenues among themselves of leases regardless of the effective occupation of each autonomous unit, the building condominium convention may rule that in the event of default: (Included by Law No. 13,777, of 2018) (Term)
I - the defaulter is prohibited from using the property until the debt is fully paid; (Included by Law No. 13,777, of 2018) (Effective)
II - the fraction of the defaulter's time becomes part of the administrator's pool; (Included by Law No. 13,777, of 2018) (Effective)
III - the administrator of the rental system is automatically empowered and obliged, on behalf and order of the defaulter, to use all the net amounts to which the defaulter has the right to amortize his condominium debts, be it the building condominium or the condominium in multi-property, until its full settlement, and any balance should be immediately transferred to the multi-owner. (Included by Law No. 13,777, of 2018) (Effective)

Art. 1,358-T. The multi-owner can only translatively waive his multi-ownership right in favor of the building condominium. (Included by Law No. 13,777, of 2018) (Effective)
Single paragraph. The waiver referred to in the caput of this article is only allowed if the multi-owner is up to date with the condominium contributions, with the real estate taxes and, if any, with the forum or the occupancy rate. (Included by Law No. 13,777, of 2018) (Effective)
Art. 1,358-U. The condominium building conventions, the allotment memorials and the sale instruments of the lots in urban allotments may limit or prevent the institution of multiproperty in the respective properties, a prohibition that can only be changed at least by the absolute majority of the tenants. (Included by Law No. 13,777, of 2018) (Effective)

CHAPTER VIII
Resoluble Property

Art. 1,359. Once ownership has been resolved by the implementation of the condition or by the advent of the term, the real rights granted pending are also resolved, and the owner, in whose favor the resolution operates, can claim the power thing of those who own or hold it .
Art. 1.360. If the property is resolved by another supervening cause, the owner, who acquired it by title prior to its resolution, will be considered the perfect owner, leaving the person, for whose benefit there was the resolution, an action against the person whose property was resolved to have the thing itself or its value.

CHAPTER IX
Fiduciary Property

Article 1,361. The resolvable property of an infungible movable thing that the debtor, with the scope of guarantee, transfers to the creditor is considered fiduciary.
§ 1 The fiduciary property is constituted with the registration of the contract, entered into by public or private instrument, which serves as title, in the Registry of Titles and Documents of the debtor's domicile, or, in the case of vehicles, in the competent office for licensing, making a note on the registration certificate.
§ 2 With the constitution of fiduciary property, the split of ownership takes place, becoming the debtor who owns the thing directly.
§ 3 The supervening property, acquired by the debtor, makes the transfer of fiduciary property effective from the filing.
Article 1,362. The contract, which serves as the title to the fiduciary property, will contain:
I - the total debt, or its estimate;
II - the term, or the time of payment;
III - the interest rate, if any;
IV - the description of the thing that is the object of the transfer, with the elements essential to its identification.
Article 1,363. Before the debt is due, the debtor, at his expense and risk, can use the thing according to its destination, being obliged, as depositary:
I - to employ in the custody of the thing the diligence required by its nature;
II - to deliver it to the creditor, if the debt is not paid when due.
Article 1,364. After the debt is overdue, and the debtor is not paid, the creditor is obliged to sell, judicially 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. The clause that authorizes the fiduciary owner to keep the thing disposed of as a guarantee is null and void, if the debt is not paid upon maturity.
Single paragraph. The debtor can, with the creditor's consent, give its eventual right to the thing in payment of the debt, after the maturity of the debt.
Article 1.366. When, once the thing is sold, the product is not enough to pay the debt and collection expenses, the debtor will continue to be obliged for the rest.
Article 1,367. The fiduciary property in guarantee of movable or immovable property is subject to the provisions of Chapter I of Title X of Book III of the Special Part of this Code and, in what is specific, to the relevant special legislation, not being equivalent, for any purposes, to the full ownership referred to in art. 1,231. (Wording given by Law No. 13,043, of 2014)
Article 1,368. The third party, interested or not, who pays the debt, will be subrogated in full credit and fiduciary property.

Article 1.368-A. The other types of fiduciary property or fiduciary ownership are subject to the specific discipline of the respective special laws, only applying the provisions of this Code to what is not incompatible with the special legislation. (Included by Law No. 10,931, of 2004)
Article 1.368-B. Fiduciary alienation in guarantee of movable or immovable property confers real right of acquisition to the fiduciator, its assignee or successor. (Included by Law No. 13,043, of 2014)
Single paragraph. The fiduciary creditor who becomes the full owner of the asset, by effect of realization of the guarantee, through consolidation of the property, adjudication, donation or any other way in which the full property has been transferred to him, becomes responsible for the payment of taxes on the property and possession, fees, condominium expenses and any other charges, tax or otherwise, levied on the asset subject to the guarantee, from the date on which it will be imitated in the direct possession of the asset. (Included by Law No. 13,043, of 2014)

CHAPTER X
INVESTMENT FUND

(Included by Law No. 13,874, of 2019)
Article 1.368-C. The investment fund is a pool of resources, constituted in the form of a special nature condominium, intended for investment in financial assets, assets and rights of any nature. (Included by Law No. 13,874, of 2019)
§ 1 The provisions contained in arts. 1.314 to 1.358-A of this Code. (Included by Law No. 13,874, of 2019)
Paragraph 2. The Securities and Exchange Commission will be responsible for disciplining the provisions of the caput of this article. (Included by Law No. 13,874, of 2019)
§ 3 The registration of investment fund regulations with the Securities and Exchange Commission is a sufficient condition to guarantee their publicity and the possibility of effects in relation to third parties. (Included by Law No. 13,874, of 2019)
Article 1.368-D. The regulation of the investment fund may, subject to the provisions of the regulation referred to in § 2 of art. 1,368-C of this Law, establish: (Included by Law No. 13,874, of 2019)
I - limiting the liability of each investor to the value of their shares; (Included by Law No. 13,874, of 2019)
II - the limitation of liability, as well as parameters for its measurement, of the service providers of the investment fund, before the condominium and among themselves, for the fulfillment of the particular duties of each one, without solidarity; and (Included by Law No. 13,874, of 2019)
III - classes of shares with different rights and obligations, with the possibility of constituting segregated assets for each class. (Included by Law No. 13,874, of 2019)
§ 1 The adoption of limited liability for an investment fund established without limitation of liability will only cover facts that occurred after the respective change in its regulation. (Included by Law No. 13,874, of 2019)
Paragraph 2. The service providers' responsibility assessment must always take into account the risks inherent to investments in the investment fund's operating markets and the nature of the obligation of the medium of its services. (Included by Law No. 13,874, of 2019)
§ 3 The segregated assets referred to in item III of the caput of this article will only be responsible for obligations linked to the respective class, under the terms of the regulation. (Included by Law No. 13,874, of 2019)
Article 1.368-E. Investment funds are directly responsible for the legal and contractual obligations they assume, and service providers are not responsible for these obligations, but are responsible for the losses they cause when they proceed with intent or bad faith. (Included by Law No. 13,874, of 2019)
§ 1 If the investment fund with limited liability does not have sufficient equity to answer for its debts, the insolvency rules provided for in arts. 955 to 965 of this Code. (Included by Law No. 13,874, of 2019)
Paragraph 2. Insolvency may be requested in court by creditors, by resolution of the investment fund's shareholders, under the terms of its regulations, or by the Securities and Exchange Commission. (Included by Law No. 13,874, of 2019)
Article 1.368-F. The investment fund constituted by a specific law and regulated by the Securities and Exchange Commission must, as appropriate, follow the provisions of this Chapter. (Included by Law No. 13,874, of 2019)

TITLE IV
From the Surface

Art. 1,369. The owner can grant to others the right to build or plant on his land, for a determined time, by means of a public deed duly registered with the Real Estate Registry Office.
Single paragraph. The surface right does not authorize underground works, unless it is inherent to the object of the concession.

Art. 1.370. The concession of the area will be free or expensive; if onerous, the parties will stipulate whether the payment will be made at once, or in installments.
Art. 1,371. The supervisor shall be responsible for the charges and taxes levied on the property.
Art. 1,372. The surface right can be transferred to third parties and, upon the death of the superficial, to his heirs.
Single paragraph. No payment for the transfer may be stipulated by the grantor under any circumstances.
Art. 1,373. In the event of alienation of the property or of the surface right, the superficial or the owner has the right of preference, under equal conditions.
Article 1,374. Before the final term, the concession will be resolved if the surface recipient gives the land a different destination from the one for which it was granted.
Art. 1.375. Once the concession is terminated, the owner will have full ownership of the land, construction or plantation, regardless of indemnity, if the parties have not stipulated otherwise.
Art. 1,376. In the event of the extinction of the surface right as a result of expropriation, the indemnity rests with the owner and the surface, in the amount corresponding to the real right of each one.
Art. 1,377. The surface right, constituted by a legal person of domestic public law, is governed by this Code, in what is not differently regulated by special law.

TITLE V
Servitudes
CHAPTER I
Constitution of easements

Art. 1,378. Servitude provides utility to the dominant building, and records the servient building, which belongs to a different owner, and is constituted by an express declaration by the owners, or by will, and subsequent registration with the Real Estate Registry Office.
Art. 1,379. The uncontested and continuous exercise of apparent servitude, for ten years, under the terms of art. 1,242, authorizes the interested party to register it in his name in the Real Estate Registry, using as a title the sentence he deems consummated.
Single paragraph. If the holder has no title, the term of adverse possession will be twenty years.

CHAPTER II
Exercise of easements

Art. 1.380. The owner of an easement can do all the works necessary for its conservation and use, and, if the easement 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 preceding article must be done by the owner of the dominant building, unless the title does not expressly provide otherwise.
Art. 1,382. When the obligation falls on the owner of the servient building, he may be exonerated, abandoning, wholly or partially, the property to the owner of the dominant.
Single paragraph. If the owner of the dominant building refuses to receive the servant's property, or part of it, it will be up to him to pay for the works.
Art. 1,383. The owner of the servient building must in no way hinder the legitimate exercise of servitude.
Art. 1,384. The easement can be removed, from one place to another, by the owner of the servient building and at his expense, if in no way diminishes the advantages of the dominant building, or by the owner and at his expense, if there is a considerable increase in utility and does not harm the servient building.
Art. 1,385. The exercise of servitude will be restricted to the needs of the dominant building, avoiding, as far as possible, aggravating the burden on the servant building.
§ 1 Constituted for a certain purpose, serfdom cannot be extended to another.
§ 2 o In the easements of transit, the largest includes the least costly, and the smallest excludes the most onerous.
§ 3 If the needs of culture, or industry, of the dominant building impose greater servitude on servitude, the owner of the servient is obliged to suffer it; but you have the right to be compensated for the excess.
Art. 1,386. Building easements are indivisible, and remain in the case of division of properties, for the benefit of each portion of the dominant building, and continue to record each one of the servient building, unless, by nature or destination, only apply a certain part of one or the other.

CHAPTER III
Extinction of easements

Art. 1,387. Except for expropriations, servitude, once registered, will only be extinguished, with respect to third parties, when canceled.
Single paragraph. If the dominant building is mortgaged, and servitude is mentioned in the mortgage title, the creditor's consent will also be required to cancel it.
Art. 1,388. The owner of the servient building has the right, by judicial means, to cancel the registration, although the owner of the dominant building challenges it:
I - when the holder has renounced his easement;
II - when utility or convenience has ceased for the dominant building, which determined the constitution of servitude;
III - when the owner of the servient building rescues the servitude.
Art. 1,389. Serfdom is also extinguished, leaving the owner of the servient building the option of canceling it, upon proof of extinction:
I - by the meeting of the two buildings in the domain of the same person;
II - the suppression of the respective works due to the effect of a contract, or of another express title;
III - for non-use, for ten continuous years.

TITLE VI
Usufruct
CHAPTER I
General Provisions

Art. 1,390. The usufruct can fall in one or more assets, movable or immovable, in an entire patrimony, or part of it, covering, in whole or in part, the fruits and utilities.
Article 1.391. The usufruct of real estate, when it does not result from adverse possession, will be constituted upon registration with the Real Estate Registry Office.
Art. 1,392. Unless otherwise specified, usufruct extends to the thing's accessories and additions.
§ 1 If, among accessories and added items, there are consumable things, the usufructuary will have the duty to return, after the usufruct, those that still exist and, of the others, the equivalent in gender, quality and quantity, or, if not, possible, its value, estimated at the time of the refund.
§ 2 If there is in the building where the usufruct falls forests or mineral resources referred to in art. 1.230, the owner and usufructuary must prefix the extent of the enjoyment and the manner of exploitation.
§ 3 If the usufruct falls on universality or share of assets, the usufructuary is entitled to the part of the treasure found by others, and to the price paid by the neighbor of the building used, to obtain a section on a wall, fence, wall, ditch or valado.
Art. 1,393. The usufruct cannot be transferred by sale; but its exercise can be assigned for free or for a fee.

CHAPTER II
Usufructuary Rights

Art. 1,394. The usufructuary has the right to possession, use, administration and perception of the fruits.
Art. 1,395. When usufruct falls in credit securities, the usufructuary has the right to perceive the fruits and to collect the respective debts.
Single paragraph. Once debts are collected, the usufructuary will immediately apply the amount to securities of the same nature, or to federal public debt securities, with a monetary restatement clause according to regularly established official indexes.
Art. 1,396. Except for the right acquired by someone else, the usufructuary makes the natural fruits his own, pending at the beginning of the usufruct, without charge of paying the production expenses.
Single paragraph. The natural fruits, pending at the time when enjoyment ceases, belong to the owner, also without compensation for expenses.
Art. 1,397. The offspring of the animals belong to the usufructuary, deducted as many as are sufficient to find out about the existing cattle heads when the usufruct begins.
Art. 1,398. The civil fruits, due on the initial date of the usufruct, belong to the owner, and to the usufructuary those which are due on the date on which the usufruct ceases.
Art. 1.399. The usufructuary may use the building in person, or by leasing, the building, but not change its economic destination, without the express authorization of the owner.

CHAPTER III
The Duties of the User

Art. 1,400. The usufructuary, before assuming the usufruct, will inventory, at his expense, the goods he receives, determining the state in which they are, and will give a deposit, personal or real, if required by the owner, to watch over their conservation, and deliver them after the usufruct.
Single paragraph. The donor is not obliged to reserve the usufruct of the donated thing.
Art. 1,401. The usufructuary who does not want or cannot provide sufficient security will lose the right to administer the usufruct; and, in this case, the assets will be managed by the owner, who will be obliged, by way of guarantee, to deliver to the usufructuary their income, less administration expenses, including the amount fixed by the judge as remuneration of the administrator.
Art. 1,402. The usufructuary is not obliged to pay for deteriorations resulting from the regular exercise of usufruct.
Art. 1,403 The usufructuary is responsible for:
I - ordinary expenses for the conservation of assets in the state in which they were received;
II - the installments and taxes due for the possession or income of the thing enjoyed.
Art. 1,404. The owner is responsible for extraordinary repairs and those that are not of moderate cost; but the usufructuary will pay him the interest on the capital spent with those necessary for the conservation, or increase the income of the thing enjoyed.
§ 1 Expenses of more than two thirds of the net income in a year are not considered reasonable.
§ 2 o If the owner does not make the repairs to which he is obliged, and which are indispensable for the conservation of the thing, the usufructuary can make them, charging him the amount spent.
Art. 1,405. If the usufruct falls on an equity, or part of it, it will be the usufructuary obliged to the interest on the debt that encumber the equity or part of it.
Art. 1,406. The usufructuary is obliged to inform the owner of any injury caused against the possession of the thing, or the rights of the owner.
Art. 1,407. If the thing is insured, it is up to the usufructuary to pay, during the usufruct, the insurance contributions.
§ 1 If the usufructuary takes out insurance, the owner shall have the resulting right against the insurer.
§ 2 In any event, the usufructuary's right is subrogated to the amount of the insurance indemnity.
Art. 1,408. If a building subject to usufruct is destroyed without the fault of the owner, the owner will not be obliged to rebuild it, nor will the usufruct be restored if the owner reconstructs the building at his expense; but if the insurance indemnity is applied to the reconstruction of the building, the usufruct will be restored.
Art. 1,409. It is also subrogated to the burden of usufruct, instead of the building, the indemnity paid, if it is expropriated, or the amount of the damage, reimbursed by the third party responsible in case of damage or loss.

CHAPTER IV
Usufruct Extinction

Article 1.410. The usufruct is extinguished, canceling the registration at the Property Registry Office:
I - for the resignation or death of the usufructuary;
II - by the end of its duration;
III - by the extinction of the legal entity, in favor of whom the usufruct was constituted, or, if it lasts, for the period of thirty years from the date on which it began to exercise;
IV - for the cessation of the reason for which it originates;
V - for the destruction of the thing, keeping the provisions of arts. 1,407, 1,408, 2nd part, and 1,409;
VI - for consolidation;
VII - because of the usufructuary's fault, when it alienates, deteriorates, or lets the goods be ruined, not assisting them with conservation repairs, or when, in the use of credit securities, it does not give the amounts received the application provided for in the sole paragraph of art. . 1,395;
VIII - For not using, or not enjoying, the thing in which the usufruct falls (arts. 1.390 and 1.399).
Article 1.411. Once the usufruct in favor of two or more people is constituted, the party will be extinguished in relation to each one who dies, unless, by express stipulation, the share of these will fall to the survivor.

TITLE VII
Use

Article 1.412. The user will use the thing and perceive its fruits, as required by his and his family's needs.
§ 1 o The user's personal needs will be assessed according to their social condition and the place where they live.
§ 2 o The needs of the user's family include those of his spouse, unmarried children and those in his domestic service.

Article 1.413. The provisions relating to usufruct are applicable to the use, which is not contrary to its nature.

TITLE VIII
Housing

Article 1.414. When the use consists of the right to live freely in someone else's home, the holder of this right cannot rent or lend it, but simply occupy it with his family.
Article 1.415. If the real right of housing is conferred on more than one person, any one of them who lives alone in the house will not have to pay rent to the other, or to the others, but cannot inhibit them from exercising, wanting, the right, which also belongs to them , to inhabit it.
Article 1.416. The provisions relating to usufruct are applicable to housing, which is not contrary to its nature.

TITLE IX
The Right of the Promising Buyer

Article 1.417. Through a promise of purchase and sale, in which no repentance was agreed, celebrated by public or private instrument, and registered with the Real Estate Registry Office, the promising buyer acquires a real right to acquire the property.
Article 1.418. The promising buyer, holder of a real right, may demand from the promising seller, or from third parties, to whom the rights of the latter are assigned, the granting of the definitive deed of purchase and sale, as provided in the preliminary instrument; and, if there is a refusal, request the judge to award the property.

TITLE X
Pledge, Mortgage and Antichresis
CHAPTER I
General Provisions

Art. 1,419. In debts guaranteed by pledge, anticrese or mortgage, the asset given in guarantee is subject, by real bond, to the fulfillment of the obligation.
Article 1.420. Only the one who can alienate can pledge, mortgage or give in counter-thesis; only assets that can be disposed of can be pledged, surrendered or mortgaged.
§ 1 The supervening property makes effective, since registration, the real guarantees established by those who did not own it.
§ 2 The thing common to two or more owners cannot be pledged in real guarantee, in its entirety, without the consent of all; but each one can individually give the part he has as collateral.
Article 1.421. The payment of one or more installments of the debt does not imply a corresponding waiver of the guarantee, even if it comprises several assets, unless expressly stated in the title or in the discharge.
Article 1.422. The mortgage lender and the lien holder have the right to execute the mortgaged or pledged thing, and prefer, in payment, to other creditors, with due regard for the mortgage, the priority in the registry.
Single paragraph. Debts which, due to other laws, must be paid precipitously to any other credits, are exempt from the rule established in this article.
Article 1.423. The anti-skeptical creditor has the right to retain the good in his possession, as long as the debt is not paid; this right is extinguished fifteen years after the date of its constitution.
Article 1.424. Pledge, anticrese or mortgage contracts will declare, under penalty of not being effective:
I - the value of the credit, its estimation, or maximum value;
II - the deadline for payment;
III - the interest rate, if any;
IV - the asset given in guarantee with its specifications.
Art. 1.425. The debt is considered to be overdue:
I - if, deteriorating, or depreciating the asset given safely, the guarantee will be undermined and the debtor, summoned, will not reinforce or replace it;
II - if the debtor falls into insolvency or goes bankrupt;
III - if the installments are not paid promptly, whenever payment is stipulated in this way. In this case, the subsequent receipt of the arrears will imply the creditor's waiver of his right of immediate execution;
IV - if the asset given as guarantee perishes, and is not replaced;
V - if the asset given as collateral is expropriated, in which case the part of the price that is necessary for the full payment of the creditor will be deposited.

§ 1 o In cases of perishing of the thing given in guarantee, this will be subrogated in the indemnity of the insurance, or in the reimbursement of the damage, for the benefit of the creditor, who will attend on it preference until its complete reimbursement.
§ 2 o In the cases of items IV and V, the mortgage will only be due before the stipulated period, if the perishing, or the expropriation falls on the asset given in guarantee, and this does not include others; otherwise, the reduced debt subsists, with the respective guarantee on other assets, not expropriated or destroyed.
Article 1.426. In the assumptions of the previous article, of early maturity of the debt, the interest corresponding to the time not yet elapsed is not understood.
Article 1.427. Unless expressly provided, the third party that provides real guarantee for another's debt is not obliged to replace it, or reinforce it, when, through no fault of its own, it is lost, deteriorates, or devalues.
Article 1.428. The clause that authorizes the pledge, anti-skeptical or mortgage lender to retain the object of the guarantee is null and void if the debt is not paid at maturity.
Single paragraph. After maturity, the debtor can give the thing in payment of the debt.
Art. 1.429. The debtor's successors cannot partially redeem the lien or mortgage in proportion to their shares; any of them, however, can do it as a whole.
Single paragraph. The heir or successor who makes the redemption is subrogated to the creditor's rights for the shares he has satisfied.
Art. 1.430. When, with the exception of the pledge, or the mortgage is executed, the proceeds are not sufficient to pay the debt and legal expenses, the debtor will continue to be obliged personally for the remainder.

CHAPTER II
Pledge

Section I
Pledge Constitution

Article 1.431. The pledge for the effective transfer of possession is constituted, which, as a guarantee of the debt to the creditor or whoever represents him, makes the debtor, or someone for him, of a movable thing, susceptible of alienation.
Single paragraph. In rural, industrial, commercial and vehicle pledge, the pledged things remain in the debtor's power, who must keep and preserve them.
Article 1.432. The pledge instrument must be registered by any of the contractors; that of the common pledge will be registered with the Registry of Titles and Documents.

Section II
Of the Rights of the Pledge Creditor

Art. 1,433. The pledge creditor is entitled:
I - possession of the pledged thing;
II - her retention, until she is compensated for the duly justified expenses she has made, not being caused by her fault;
III - reimbursement of the damage suffered due to the addiction of the pledged thing;
IV - to promote judicial execution, or amicable sale, if the contract expressly permits it, or to authorize the debtor by means of a power of attorney;
V - to appropriate the fruits of the committed thing that is in his power;
VI - to promote early sale, with prior judicial authorization, whenever there is a reasonable fear that the pledged thing will be lost or deteriorated, and the price should be deposited. The owner of the pledged thing can prevent advance sale by replacing it, or offering another suitable real guarantee.
Article 1.434. The creditor cannot be constrained to return the pledged thing, or a part of it, before being paid in full, and the judge may, at the owner's request, determine that only one of the things, or part of the pledged thing, be sold sufficient for the creditor payment.

Section III
Obligations of the Pledged Creditor

Article 1.435. The pledge creditor is obliged:
I - to the custody of the thing, as depositary, and to reimburse the owner for the loss or deterioration of which he is guilty, being able to be compensated in the debt, up to the competing amount, the importance of the liability;
II - to defend the possession of the committed thing and to inform the owner of the circumstances that make it necessary to exercise possessory action;
III - to charge the value of the fruits, of which to appropriate (art. 1,433, item V) in the costs of custody and conservation, interest and capital of the guaranteed obligation, successively;

IV - to return it, with the respective fruits and accessions, once the debt is paid;
V - to deliver what rises from the price, when the debt is paid, in the case of item IV of art. 1,433.
Section IV
Pledge Extinction
Article 1.436. The pledge is extinguished:
I - the obligation is extinguished;
II - the thing perishing;
III - resigning the creditor;
IV - confusing in the same person the qualities of creditor and owner of the thing;
V - giving the judicial adjudication, the remission or the sale of the pledged thing, made by the creditor or authorized by him.
§ 1 o The creditor's resignation is presumed when he consents to the private sale of the pledge without reserve of price, when he returns his possession to the debtor, or when he agrees to his replacement by another guarantee.
§ 2 o In the event of confusion only as regards the part of the pledged debt, the pledge will remain in full as for the rest.
Article 1437. The pledge extinction takes effect after the cancellation of the registration is registered, in view of the respective evidence.
Section V
Rural Pledge
Subsection I
General Provisions
Art. 1,438. The rural pledge is constituted by public or private instrument, registered with the Property Registry Office of the district where the pledged things are located.
Single paragraph. Promising to pay the debt in cash, which he guarantees with a rural pledge, the debtor will be able to issue, in favor of the creditor, a pignoratícia rural note, in the form determined by special law.
Article 1.439. The agricultural pledge and the livestock pledge cannot be agreed upon for periods longer than the guaranteed obligations. (Wording given by Law nº 12.873, of 2013)
§ 1 Although the terms have expired, the guarantee remains, as long as the assets that constitute it remain.
§ 2 The extension must be registered in the margin of the respective registry, upon request of the creditor and the debtor.
Art. 1,440. If the building is mortgaged, the rural pledge may be established regardless of the mortgage lender's consent, but it does not prejudice the preemptive right, nor does it restrict the extent of the mortgage, when it is executed.
Art. 1,441. The creditor has the right to check the state of affairs, inspecting them wherever they are, either by himself or by a person who accredits.
Subsection II
Agricultural Pledge
Art. 1,442. The following may be pledged:
I - agricultural machinery and instruments;
II - pending harvests, or in the process of formation;
III - conditioned or stored fruits;
IV - chopped firewood and charcoal;
V - animals of the ordinary service of agricultural establishment.
Art. 1,443. The agricultural pledge that falls on pending harvest, or in the process of formation, covers the immediately following, in the event of being frustrated or insufficient to the guarantee.
Single paragraph. If the creditor does not finance the new crop, the debtor may make another pledge with another person, in a maximum amount equivalent to that of the first; the second pledge will have preference over the first, covering only the excess found in the next harvest.
Subsection III
Cattle Pledge
Art. 1,444. Animals that are part of pastoral, agricultural or dairy activities can be pledged.
Art. 1,445. The debtor may not dispose of the pledged animals without prior written consent from the creditor.
Single paragraph. When the debtor intends to alienate the pledged cattle or, through negligence, threatens to harm the creditor, the creditor may request that the animals be placed in the custody of a third party, or demand that the debt be paid immediately.
Article 1,446. Animals of the same species, bought to replace the dead, are subrogated in the pledge.

Single paragraph. The replacement provided for in this article is presumed, but will not be effective against third parties, if there is no additional mention to the respective contract, which must be noted.

Section VI

Industrial and Mercantile Pledge

Art. 1,447. Machines, devices, materials, instruments, installed and in operation, with or without accessories may be pledged; animals, used in industry; salt and goods destined for the exploitation of salt works; pig products, animals intended for the industrialization of meat and meat products; raw materials and industrialized products.

Single paragraph. The pledge of the goods deposited therein is regulated by the provisions relating to general stores.

Art. 1,448. The industrial pledge, or the mercantile, is constituted, by means of a public or private instrument, registered with the Real Estate Registry Office of the district where the pledged things are located.

Single paragraph. Promising to pay the debt in cash, which he guarantees with an industrial or mercantile pledge, the debtor may issue, in favor of the creditor, a credit note, in the form and for the purposes determined by the special law.

Art. 1,449. The debtor cannot, without the written consent of the creditor, change the things pledged or change their situation, or dispose of them. The debtor who, agreeing to the creditor, alienates the pledged things, must replace other assets of the same nature, which will be subrogated in the pledge.

Art. 1,450. The creditor has the right to check the state of affairs, inspecting them wherever they are, either by himself or by a person who accredits.

Section VII

Pledge of Rights and Credit Securities

Art. 1,451. Rights, subject to assignment, over movable things may be pledged.

Art. 1,452. The pledge of rights is constituted by public or private instrument, registered in the Registry of Titles and Documents.

Single paragraph. The holder of the pledged right must deliver the supporting documents of that right to the pledge creditor, unless he has a legitimate interest in retaining them.

Art. 1,453. The credit pledge is effective only when notified to the debtor; the notified party has the debtor who, in a public or private instrument, declares himself aware of the existence of the pledge.

Art. 1,454. The pledge creditor must perform the acts necessary for the conservation and defense of the pledged right and collect the interest and additional ancillary payments included in the guarantee.

Art. 1,455. The pledge creditor must collect the pledged credit as soon as it becomes due. If it consists of a cash payment, it will deposit the amount received, according to the pledge debtor, or where the judge determines; if it consists in delivering the thing, the pledge will be subrogated.

Single paragraph. Once the pledge credit has expired, the creditor has the right to retain, from the amount received, what is due to him, restoring the remainder to the debtor; or to perform the thing delivered to him.

Art. 1,456. If the same credit is the subject of several pledges, only to the pledge creditor, whose right he prefers to the others, the debtor must pay; the preferential creditor who, notified by any one of them, fails to promote collection in due time is liable for losses and damages to other creditors.

Art. 1,457. The pledged credit holder can only receive payment with the written consent of the pledge creditor, in which case the pledge will be extinguished.

Art. 1,458. The pledge, which falls on the credit title, is constituted by public or private instrument or pledge endorsement, with the tradition of the title to the creditor, governed by the General Provisions of this Title and, where applicable, by this Section.

Art. 1,459. The creditor, in pledge of the credit title, has the right to:

I - retain possession of the title and recover it from whoever holds it;

II - use the appropriate judicial means to ensure their rights, and those of the creditor of the pledged title;

III - order the debtor of the security to not pay his creditor, while the pledge lasts;

IV - receive the amount embodied in the security and the respective interest, if payable, returning the security to the debtor, when he solves the obligation.

Art. 1,460. The debtor of the pledged title who receives the summons provided for in item III of the preceding article, or if he becomes aware of the pledge, will not be able to pay to his creditor. If he does, he will be jointly liable for this, for losses and damages, before the pledge creditor.

Single paragraph. If the creditor gives discharge to the debtor of the pledged security, it must immediately pay off the debt, in whose guarantee the pledge was constituted.

Section VIII

Vehicle Pledge

Art. 1,461. Vehicles used for any type of transport or driving may be pledged.
Art. 1,462. The pledge, referred to in the previous article, is constituted, by means of a public or private instrument, registered in the Registry of Titles and Documents of the debtor's domicile, and noted in the certificate of ownership.
Single paragraph. Promising to pay the pledged debt in cash, the debtor may issue a credit note, in the form and for the purposes determined by the special law.
Art. 1,463. (Repealed by Provisional Measure No. 958, 2020)
Article 1.464. You have the right creditor to check the condition of the vehicle involved, inspecting it wherever you are, either by yourself or by someone you accredit.
Art. 1,465. The sale, or change, of the pledged vehicle without prior notification to the creditor will result in the early maturity of the pledge.
Art. 1,466. The pledge of vehicles can only be agreed upon for a maximum period of two years, extendable up to the limit of the same time, with the extension recorded in the margin of the respective registration.
Section IX
Legal Pledge
Art. 1,467. The following are pledge creditors, regardless of agreement:
I - the hosts, or inn or food suppliers, about the luggage, furniture, jewelry or money that their consumers or customers have with them in their respective homes or establishments, for the expenses or consumption they have made there;
II - the owner of the rustic or urban building, on the movable property that the tenant or tenant has furnished the same building, for rent or rent.
Art. 1,468. The account of the debts listed in item I of the preceding article will be extracted according to the printed table, previously and ostensibly displayed in the house, the accommodation prices, the pension or the types provided, under penalty of nullity of the pledge.
Article 1.469. In each of the cases of art. 1.467, the creditor may take one or more objects as collateral up to the amount of the debt.
Art. 1,470. Creditors, included in art. 1.467, the pledge can be effective, before resorting to the judicial authority, whenever there is danger in the delay, giving debtors proof of the assets they have.
Art. 1,471. Once the pledge is taken, the creditor will request, on a continuous basis, its judicial approval.
Article 1,472. The lessee may prevent the pledge from being made by means of a suitable deposit.

CHAPTER III
Mortgage

Section I
General Provisions
Article 1,473. The following may be subject to mortgage:
I - the properties and the accessories of the properties together with them;
II - direct domain;
III - the useful domain;
IV - the railways;
V - the natural resources referred to in art. 1,230, regardless of the soil on which they are located;
VI - ships;
VII - aircraft.
VIII - the right of special use for housing purposes; (Included by Law No. 11,481, of 2007)
IX - the real right of use; (Included by Law No. 11,481, of 2007)
X - the surface property. (Included by Law No. 11,481, of 2007)
§ 1 The mortgage of ships and aircraft will be governed by the provisions of a special law. (Renumbered from the sole paragraph by Law No. 11,481, of 2007)
§ 2 The guarantee rights established in the cases provided for in items IX and X of the caput of this article are limited to the duration of the concession or surface right, if they have been transferred for a specified period. (Included by Law No. 11,481, of 2007)
Art. 1,474. The mortgage covers all accessions, improvements or construction of the property. The real liens constituted and registered, prior to the mortgage, remain on the same property.
Art. 1475. The clause prohibiting the owner from selling mortgaged property is null and void.
Single paragraph. It can be agreed that the mortgage will expire if the property is sold.

Art. 1,476. The owner of the mortgaged property may lodge another mortgage on him, under a new title, in favor of the same or another creditor.
Article 1,477. Except in the event of the debtor's insolvency, the creditor of the second mortgage, although overdue, will not be able to execute the property until the first one has expired.
Single paragraph. The debtor is not considered insolvent for failing to pay obligations guaranteed by mortgages subsequent to 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 second mortgage can promote its extinction, consigning the amount and quoting the first creditor to receive it and the debtor to pay it. over there; if the latter does not pay, the second creditor, making the payment, will subrogate the rights of the previous mortgage, without prejudice to those competing against the common debtor.
Single paragraph. If the first creditor is foreclosure, the second creditor will deposit the amount of the debt and the court fees.
Art. 1,479. The purchaser of the mortgaged property, provided that he has not personally obliged himself to pay the debts to the mortgage creditors, may exonerate himself from the mortgage, abandoning the property.
Art. 1,480. The acquirer will notify the seller and the mortgage lenders, jointly granting them possession of the property, or deposit it in court.
Single paragraph. The purchaser may exercise the power to abandon the mortgaged property, up to the twenty-four hours following the summons, with which the executive procedure begins.
Art. 1,481. Within thirty days, counting from the registration of the purchase title, the buyer of the mortgaged property has the right to redeem it, citing the mortgage creditors and proposing importance not less than the price for which he acquired it.
§ 1 If the creditor challenges the price of the acquisition or the amount offered, a bidding process will be carried out, with a judicial sale to the highest bidder, with preference given to the buyer of the property.
§ 2 If the price of the acquisition or the price proposed by the buyer is not challenged by the creditor, it will be considered definitively fixed for the remission of the property, which will be free of mortgage, once paid or deposited the price.
§ 3 If the purchaser fails to redeem the property, subjecting it to foreclosure, he will be obliged to reimburse the mortgage creditors for the devaluation that, through his fault, he will suffer, in addition to the judicial expenses of the execution.
§ 4 o The purchaser who is deprived of the property as a result of bidding or pledge, who pays the mortgage, who, due to adjudication or bidding, will disburse with the payment of the mortgage an amount exceeding that of the purchase and what to bear legal costs and expenses.
Article 1,482. (Repealed by Law No. 13,105, 2015) (Effective)
Art. 1,483. (Repealed by Law No. 13,105, 2015) (Effective)
Art. 1,484. It is lawful for interested parties to include in the deeds the adjusted value of the mortgaged properties among themselves, which, duly updated, will be the basis for the auction, adjudication and redemption, without the need for evaluation.
Art. 1,485. Upon simple registration, required by both parties, the mortgage may be extended up to 30 (thirty) years from the date of the contract. As long as this period expires, the mortgage contract can only survive by reconstituting itself with a new title and new registration; and in that case, precedence will be maintained, which will then be up to you. (Wording given by Law nº 10.931, of 2004)
Art. 1,486. The creditor and the debtor may, in the act of incorporation of the mortgage, authorize the issuance of the corresponding mortgage note, in the form and for the purposes provided for in a special law.
Art. 1,487. The mortgage can be constituted to guarantee future or conditional debt, as long as the maximum amount of credit to be guaranteed is determined.
§ 1 In the cases of this article, the execution of the mortgage will depend on the prior and express agreement of the debtor as to the verification of the condition, or the amount of the debt.
§ 2 If there is a disagreement between the creditor and the debtor, it will be up to him to prove his credit. Once this is recognized, the debtor will even be responsible for losses and damages, due to the supervening devaluation of the property.
Article 1.488. If the property, given in mortgage guarantee, comes to be divided into lots, or if it constitutes a building condominium, the burden can be divided, recording each lot or autonomous unit, if the creditor, the debtor or the owners request it to the judge, obeyed the ratio between the value of each of them and the credit.
§ 1 The creditor will only be able to oppose the request for dismemberment of the encumbrance, proving that the same matters in reduction of its guarantee.

§ 2 Unless otherwise agreed, all judicial or extrajudicial expenses necessary for the dismemberment of the burden are borne by whoever requests it.
§ 3 The dismemberment of the burden does not exonerate the original debtor from the responsibility referred to in art. 1.430, unless the creditor agrees.
Section II
Legal Mortgage
Art. 1,489. The law gives a mortgage:
I - to persons under domestic public law (art. 41) on the properties belonging to those responsible for the collection, custody or administration of the respective funds and rents;
II - to the children, about the properties of the father or mother who pass on to other nuptials, before taking an inventory of the previous couple;
III - to the offended person, or to his heirs, on the offender's properties, for the satisfaction of the damage caused by the crime and payment of the legal expenses;
IV - to the co-heir, in order to guarantee his share or return of the share, on the property awarded to the reposing heir;
V - to the creditor on the auctioned property, to guarantee payment of the remainder of the auction price.
Art. 1,490. The creditor of the legal mortgage, or whoever represents him, may, proving the insufficiency of specialized properties, demand that the debtor be reinforced with others.
Art. 1,491. The legal mortgage can be replaced by a pledge of federal or state public debt securities, received at the value of their minimum quote in the current year; or by another guarantee, at the judge's discretion, at the request of the debtor.
Section III
Mortgage Registration
Article 1,492. Mortgages will be registered at the registry office where the property is located, or at each of them, if the title refers to more than one.
Single paragraph. It is up to the interested parties, once the title is displayed, to request the registration of the mortgage.
Art. 1,493. The registrations and annotations will follow the order in which they are requested, being verified by its successive numbering in the protocol.
Single paragraph. The order number determines the priority, and this is the preference among mortgages.
Art. 1,494. Two mortgages, or one mortgage and another real right, on the same property, in favor of different persons will not be registered on the same day, unless the deeds of the same day indicate the time when they were drawn up.
Art. 1,495. When a mortgage title that mentions the constitution of a previous, unregistered one is presented to the registry officer, it will remain in the registration of the new one, after having written it, up to thirty days, waiting for the interested party to register the previous one; after the term has expired, without the need to register, the subsequent mortgage will be registered and will obtain preference.
Art. 1,496. If in doubt about the legality of the required registration, the officer will still file the application. If the doubt, within ninety days, is dismissed, the registration will be made with the same number as it would have on the date of filing; otherwise, if this is canceled, the number corresponding to the date on which it is requested again will be registered.
Art. 1,497. Legal mortgages, of any nature, must be registered and specialized.
§ 1 The registration and specialization of legal mortgages are the responsibility of those who are obliged to provide the guarantee, but those interested can promote their registration, or ask the Public Ministry to do so.
§ 2 The persons, who are responsible for the registration and specialization of legal mortgages, are subject to losses and damages for the omission.
Art. 1,498. The mortgage registration is worth while the obligation lasts; but the specialization, on completing twenty years, must be renewed.
Section IV
Mortgage Extinction
Art. 1,499. The mortgage is extinguished:
I - for the extinction of the main obligation;
II - for the perishing of the thing;
III - for the resolution of the property;
IV - by the creditor's resignation;
V - for redemption;

VI - by auction or adjudication.
Art. 1,500. The mortgage is also extinguished with the registration, in the Property Registry, of the cancellation of the registration, in view of the respective proof.
Art. 1,501. It will not extinguish the mortgage, duly registered, the auction or adjudication, without the respective mortgage creditors having been legally notified, who are not in any way parties to the execution.
Section V
Railways Mortgage
Art. 1,502. Railroad mortgages will be registered in the Municipality of the initial station of the respective line.
Art. 1,503. Mortgage creditors may not hinder the operation of the line, nor counter the changes that the administration decides, on the roadside, on its premises, or in its material.
Art. 1,504. The mortgage will be limited to the line or lines specified in the deed and the respective operating material, in the same state as at the time of execution; but mortgage lenders may object to the sale of the road, its lines, its branches or a considerable part of the operating material; as well as the merger with another company, whenever the debt guarantee weakens.
Art. 1,505. In the execution of the mortgages, the representative of the Union or the State will be summoned to, within fifteen days, redeem the mortgaged railway, paying the price of the auction or adjudication.

CHAPTER IV
Antichresis

Art. 1,506. Can the debtor or others by him, with the delivery of the property to the creditor, give him the right to perceive, in compensation of the debt, the fruits and income.
§ 1 It is allowed to stipulate that the fruits and income of the property are perceived by the creditor to the interest account, but if its value exceeds the maximum rate allowed by law for financial operations, the remainder will be allocated to the capital.
§ 2 When the anticrese falls on immovable property, it may be mortgaged by the debtor to the anticretic creditor, or third parties, just as the mortgaged property may be given in anticrese.
Art. 1,507. The anti-skeptical creditor can manage the assets given in anti-crisis and enjoy its fruits and utilities, but he must present an accurate and faithful balance sheet of his administration annually.
§ 1 o If the anti-skeptical debtor does not agree with what is in the balance sheet, as the administration is inaccurate or ruinous, he can challenge it, and, if he wishes, request the transformation into lease, setting the judge the monthly amount of the rent, which can be corrected annually.
§ 2 The antichristic creditor may, unless otherwise agreed, lease the assets given in anticrese to a third party, maintaining, until paid, the right of retention of the property, although the rent of this lease is not binding on the debtor.
Art. 1,508. The anti-skeptical creditor is responsible for the damage that, due to his fault, the property will suffer, and for the fruits and income that, due to his negligence, he fails to notice.
Art. 1,509. The anti-skeptical creditor can vindicate his rights against the purchaser of the assets, unsecured creditors and mortgages after the registration of the antichrist.
§ 1 If you execute the assets for failure to pay the debt, or allow another creditor to execute it, without opposing your right of retention to the enforcer, you will have no preference over the price.
§ 2 The anti-skeptical creditor will not have preference over the insurance indemnity, when the building is destroyed, nor, if the assets are expropriated, in relation to the expropriation.
Art. 1,510. The purchaser of the assets given in anticrese may redeem them, before the debt matures, paying the total amount at the date of the redemption request and will, if necessary, be imitated in his possession.

TITLE XI
OF THE SLAB
(Included by Law No. 13,465, of 2017)

Art. 1,510-A. The owner of a base construction may cede the top or bottom surface of its construction so that the slab holder maintains a unit different from that originally built on the ground. (Included by Law No. 13,465, of 2017).
§ 1 The real slab right contemplates the air space or the subsoil of public or private land, taken in vertical projection, as an autonomous real estate unit, not considering the other areas built or not belonging to the owner of the base construction. (Included by Law No. 13,465, of 2017)
§ 2 The holder of the real slab right will answer for the charges and taxes that affect his unit. (Included by Law No. 13,465, of 2017)

§ 3 The holders of the slab, an autonomous real estate unit constituted in their own registration, may use, enjoy and dispose of it. (Included by Law No. 13,465, of 2017)
§ 4 The institution of the real slab right does not imply the attribution of an ideal fraction of land to the slab holder or proportional participation in areas already built. (Included by Law No. 13,465, of 2017)
§ 5 o Municipalities and the Federal District may provide for building and urban postures associated with the real slab right. (Included by Law No. 13,465, of 2017)
§ 6 The slab holder may assign the surface of its construction to the institution of a successive real slab right, provided that there is express authorization from the owners of the base construction and the other slabs, respecting the building and urban postures in force. (Included by Law No. 13,465, of 2017)
Art. 1,510-B. It is expressly forbidden for the slab holder to jeopardize the building's safety, architectural line or aesthetic arrangement with new works or lack of repair, subject to the stipulations provided for in local legislation. (Included by Law No. 13,465, of 2017)
1.510-C. Without prejudice, where applicable, to the rules applicable to building condominiums, for purposes of the real right of slab, the expenses necessary for the conservation and enjoyment of the parts that serve the entire building and the payment of services of common interest will be shared between the owner the base construction and the slab holder, in the proportion that may be stipulated in the contract. (Included by Law No. 13,465, of 2017)
§ 1 The following are parts that serve the entire building: (Included by Law No. 13,465, of 2017)
I - the foundations, columns, pillars, master walls and all other parts that make up the building's structure; (Included by Law No. 13,465, of 2017)
II - the roof or roof terraces, even if intended for the exclusive use of the slab holder; (Included by Law No. 13,465, of 2017)
III - the general facilities for water, sewage, electricity, heating, air conditioning, gas, communications and the like that serve the entire building; and (Included by Law No. 13,465, of 2017)
IV - in general, things that are affected by the use of the entire building. (Included by Law No. 13,465, of 2017)
§ 2 In any case, the right of anyone interested in promoting urgent repairs to the construction is guaranteed in the form of the sole paragraph of art. 249 of this Code. (Included by Law No. 13,465, of 2017)
Art. 1,510-D. In the event of the sale of any of the overlapping units, the holders of the base construction and the slab, in that order, who will be notified in writing so that they manifest themselves within thirty days, will have the right of preference, on equal terms with third parties. unless the contract provides otherwise. (Included by Law No. 13,465, of 2017)
§ 1 The holder of the base construction or of the slab to whom the sale is not aware may, by depositing the respective price, have the part sold to third parties for himself, if he so requests within the decadent term of one hundred and eighty days, counted the sale date. (Included by Law No. 13,465, of 2017)
§ 2 o If there is more than one slab, the holder of the ascending slabs and the holder of the descending slabs will have preference, successively ensuring the priority for the slab closest to the overlapping unit to be sold. (Included by Law No. 13,465, of 2017)
Art. 1,510-E. The ruin of the base construction implies the extinction of the real slab right, except: (Included by Law nº 13.465, of 2017)
I - if it has been installed on the subsoil; (Included by Law No. 13,465, of 2017)
II - if the base construction is not rebuilt within five years. (Included by Law No. 13,465, of 2017)
Single paragraph. The provisions of this article do not exclude the right to eventual civil reparation against the person responsible for the ruin. (Included by Law No. 13,465, of 2017)

BOOK IV
Family Law
TITLE I
Personal Law
SUBTITLE I
Wedding
CHAPTER I
General Provisions

Article 1.511. Marriage establishes a life-long communion, based on equal rights and duties of the spouses.
Art. 1.512. Marriage is civil and free to celebrate.
Single paragraph. Qualification for marriage, registration and first certificate will be exempt from stamps, fees and costs, for people whose poverty is declared, under the penalties of the law.

Article 1.513. It is forbidden to anyone, under public or private law, to interfere in the communion of life established by the family.
Article 1.514. The marriage takes place at the moment when the man and the woman express, before the judge, their desire to establish a conjugal bond, and the judge declares them married.
Art. 1515. Religious marriages, which meet the requirements of the law for the validity of civil marriages, are equivalent to these, provided they are registered in the proper register, taking effect from the date of their celebration.
Article 1.516. The registration of religious marriage is subject to the same requirements as for civil marriage.
§ 1 The civil registry of religious marriage must be promoted within ninety days of its realization, through the celebrant's communication to the competent office, or at the initiative of any interested party, provided that the qualification regulated in this Code has been previously approved. After the said period, registration will depend on a new license.
§ 2 The religious marriage, celebrated without the formalities required in this Code, will have civil effects if, at the request of the couple, it is registered, at any time, in the civil registry, through previous qualification before the competent authority and observing the term of art. 1,532.
§ 3 The civil registration of religious marriage will be null if, before him, any of the consortium members has contracted with another civil marriage.

CHAPTER II
ABILITY FOR MARRIAGE

Art. 1.517. Sixteen-year-old men and women can marry, requiring authorization from both parents, or their legal representatives, until the age of majority is reached.
Single paragraph. If there is a difference between the parents, the provisions of the sole paragraph of art. 1,631.
Art. 1.518. Until the celebration of the marriage, parents or guardians may revoke the authorization. (Wording given by Law No. 13,146, 2015) (Effective)
Art. 1,519. Denial of consent, when unfair, can be met by the judge.
Art. 1,520. In any case, the marriage of those who have not reached nubile age will not be allowed, observing the provisions of art. 1.517 of this Code. (Wording given by Law No. 13,811, of 2019)

CHAPTER III
Impediments

Art. 1.521. They cannot marry:
I - the ascendants with the descendants, whether natural or civil kinship;
II - the like in a straight line;
III - the adopter with whom the adoptee's spouse and the adopted person with whom the adoptee was;
IV - the brothers, unilateral or bilateral, and other collaterals, up to and including the third degree;
V - the adopted one with the adopter's son;
VI - married people;
VII - the surviving spouse with the person convicted of murder or attempted murder against his consort.
Article 1.522. The impediments can be opposed, until the moment of the celebration of the marriage, by any capable person.
Single paragraph. If the judge or the registry officer becomes aware of the existence of any impediment, he will be obliged to declare it.

CHAPTER IV
Suspensive causes

Article 1.523. They must not marry:
I - the widower or widow who has a child of the deceased spouse, pending an inventory of the couple's assets and sharing the heirs;
II - the widow, or the woman whose marriage broke up for being null or having been annulled, until ten months after the beginning of the widowhood, or the dissolution of the conjugal society;
III - the divorced person, until the sharing of the couple's assets has been ratified or decided;
IV - the guardian or trustee and their descendants, ascendants, brothers, brothers-in-law or nephews, with the person under guardianship or curatelada, until the guardianship or trustee ceases, and the respective accounts have not been settled.

Single paragraph. The spouses are allowed to ask the judge not to apply the suspensive causes provided for in items I, III and IV of this article, proving that there is no loss, respectively, for the heir, for the ex-spouse and for the person in charge. or curatelada; in the case of item II, the spouse must prove the birth of a child, or the absence of pregnancy, in the fluency of the term.
Art. 1,524. The suspensive causes of the celebration of the marriage can be argued by the direct relatives of one of the spouses, whether they are consanguineous or similar, and by collateral in the second degree, they are also consanguineous or similar.

CHAPTER V
Qualification Process FOR MARRIAGE

Art. 1.525. The application for qualification for the marriage will be signed by both spouses, in their own hand, or, at their request, by a proxy, and must be accompanied by the following documents:
I - birth certificate or equivalent document;
II - written authorization of the persons under whose legal dependence they are, or the judicial act that provides for it;
III - statement by two major witnesses, relatives or not, who certify that they know them and affirm that there is no impediment that would inhibit them from marrying;
IV - declaration of the civil status, domicile and current residence of the contracting parties and their parents, if known;
V - death certificate of the deceased spouse, sentence declaring nullity or annulment of marriage, final and unappealable, or registration of the divorce sentence.
Article 1.526. The qualification will be done in person before the Civil Registry officer, with the hearing of the Public Ministry. (Wording given by Law No. 12,133, of 2009)
Single paragraph. If there is any challenge from the official, the Public Prosecutor or a third party, the authorization will be submitted to the judge. (Included by Law No. 12,133, of 2009)
Art. 1.527. Once the documentation is in order, the official will extract the notice, which will be posted for fifteen days in the Civil Registry circumscriptions of both spouses, and must be published in the local press, if any.
Single paragraph. The competent authority, in case of urgency, may waive publication.
Article 1.528. It is the duty of the registry officer to clarify the spouses about the facts that can cause the invalidity of the marriage, as well as about the different property regimes.
Art. 1.529. Both the impediments and the suspensive causes will be opposed in a written and signed declaration, accompanied by the evidence of the alleged fact, or with the indication of the place where they can be obtained.
Art. 1.530. The registry officer will give the betrothed or their representatives a note of the opposition, indicating the grounds, evidence and the name of the person offering it.
Single paragraph. The spouses may require a reasonable period of time to prove evidence contrary to the facts alleged, and to promote civil and criminal actions against the opponent in bad faith.
Art. 1.531. The formalities of arts. 1,526 and 1,527 and if there is no obstacle, the registry officer will extract the driver's license.
Art. 1.532. The qualification will be effective for ninety days, counting from the date the certificate was extracted.

CHAPTER VI
Wedding Celebration

Art. 1,533. The wedding will be celebrated on the day, time and place previously designated by the authority that will preside over the act, upon request of the contracting parties, who are qualified with the certificate of art. 1.531.
Article 1.534. The ceremony will take place at the registry office, with all publicity, open doors, with at least two witnesses present, relatives or not of the contracting parties, or, if the parties so wish and consenting to the celebratory authority, in another public or private building.
§ 1 When the wedding is held in a private building, it will remain open during the act.
§ 2 There will be four witnesses in the event of the previous paragraph and if any of the contracting parties does not know or cannot write.
Art. 1.535. The contracting parties present, in person or by a special attorney, together with the witnesses and the registry official, the president of the act, after hearing the affidavit of the affirmation that they intend to marry by their own free will, will declare the marriage effected, in these terms: " In accordance with the will that you have just affirmed before me, to receive you as husband and wife, I, in the name of the law, declare you to be married. "

Art. 1,536. After the wedding, the seat in the record book will be plotted shortly after being celebrated. In the seat, signed by the chairman of the act, the spouses, the witnesses, and the registry officer, will be recorded:
I - the first names, surnames, dates of birth, profession, domicile and current residence of the spouses;
II - the first names, surnames, dates of birth or death, domicile and current residence of the parents;
III - the first and last names of the previous spouse and the date of the dissolution of the previous marriage;
IV - the date of publication of the proclamations and the celebration of the wedding;
V - the list of documents presented to the registry officer;
VI - the first name, surname, profession, domicile and current residence of the witnesses;
VII - the marriage regime, with the declaration of the date and the registry office in whose notes the pre-nuptial deed was drawn up, when the regime is not that of partial communion, or the mandatorily established.
Art. 1,537. The instrument of authorization to marry will be fully transcribed in the prenuptial deed.
Art. 1,538. The celebration of the marriage will be immediately suspended if any of the contracting parties:
I - refuse the solemn affirmation of his will;
II - declare that it is not free and spontaneous;
III - expressing regret.
Single paragraph. The person who, due to any of the facts mentioned in this article, causes the suspension of the act, will not be admitted to retract the same day.
Art. 1,539. In the event of a serious illness by one of the spouses, the president of the act will celebrate it wherever the person is prevented, being urgent, even at night, before two witnesses who can read and write.
§ 1 The lack or impediment of the competent authority to preside over the marriage will be made up by any of its legal substitutes, and that of the Civil Registry officer by another ad hoc, appointed by the president of the act.
§ 2 The separate term, drawn up by the ad hoc officer, will be registered in the respective registry within five days, before two witnesses, being filed.
Art. 1,540. When any of the contracting parties is at imminent risk of life, not obtaining the presence of the authority to preside over the act, nor that of their substitute, the marriage may be celebrated in the presence of six witnesses, who with the spouses are not related online straight, or, in the collateral, up to second degree.
Art. 1.541. After the wedding has taken place, the witnesses must appear before the nearest judicial authority, within ten days, asking that the declaration of:
I - that were summoned by the patient;
II - that he seemed in danger of life, but in his judgment;
III - who, in their presence, declared the contracting parties, freely and spontaneously, to be received by husband and wife.
§ 1 Once the request is assessed and the declarations are taken, the judge will proceed with the necessary steps to verify whether the contracting parties could have qualified, in the ordinary way, after hearing interested parties who request it, within fifteen days.
§ 2 o The spouses' suitability for marriage has been verified, so the competent authority will decide, with voluntary appeal to the parties.
§ 3 o If the decision has not been appealed, or if it is unappealable, despite appeals, the judge will have it recorded in the Register of Marriages book.
§ 4 The seat thus drawn up will retract the effects of the marriage, regarding the status of the spouses, at the date of the celebration.
§ 5 o The formalities of this and the preceding article will be waived if the patient is able to recover and can ratify the marriage in the presence of the competent authority and the registry officer.
Art. 1,542. Marriage can be celebrated by proxy, by public instrument, with special powers.
§ 1 The revocation of the mandate does not need to be brought to the attention of the mandate; but if the marriage is concluded without the agent or the other contractor being aware of the revocation, the client will be liable for damages.
§ 2 The bride and groom who are not at imminent risk of life may be represented in the wedding.
§ 3 The effectiveness of the mandate will not exceed ninety days.
§ 4 Only by public instrument can the mandate be revoked.

CHAPTER VII
Evidence of Marriage

Article 1.543. The marriage celebrated in Brazil is proven by the registration certificate.
Single paragraph. Justified the lack or loss of the civil registry, any other kind of evidence is admissible.

Art. 1,544. The marriage of a Brazilian, celebrated abroad, before the respective authorities or Brazilian consuls, must be registered in one hundred and eighty days, counting from the return of one or both spouses to Brazil, at the registry office of the respective domicile, or, in their absence, in the 1st Office of the Capital of the State in which they will reside.
Art. 1,545. The marriage of people who, in possession of the married state, cannot express their will, or who have died, cannot be contested to the detriment of the common children, except through a certificate from the Civil Registry that proves that one of them was already married, when he contracted the contested marriage.
Art. 1,546. When the proof of the legal conclusion of the marriage results from a judicial process, the registration of the sentence in the Civil Registry book will produce, both with regard to the spouses and with regard to the children, all civil effects from the date of the wedding.
Art. 1.547. When in doubt between favorable and contrary evidence, the marriage will be judged if the spouses whose marriage is disputed live or have lived in possession of the married state.

CHAPTER VIII
Invalidity of Marriage

Art. 1.548. The contracted marriage is null:
I - (Repealed); (Wording given by Law No. 13,146, 2015) (Effective)
II - for violation of impediment.
Art. 1.549. The decree of nullity of marriage, for the reasons foreseen in the previous article, can be promoted through direct action, by any interested party, or by the Public Ministry.
Art. 1,550. Marriage is voidable:
I - those who have not reached the minimum age for marriage;
II - the minor of nubile age, when not authorized by his legal representative;
III - by defect of will, under the terms of arts. 1,556 to 1,558;
IV - the person unable to consent or manifest, in an unequivocal manner, consent;
V - carried out by the agent, without him or the other contractor knowing about the revocation of the mandate, and with no cohabitation between spouses;
VI - due to the incompetence of the celebrating authority.
§ 1. The invalidity of the mandate decreed is equivalent to revocation. (Wording given by Law No. 13,146, 2015) (Effective)
§ 2 The person with mental or intellectual disability in Nubian age may contract marriage, expressing his will directly or through his responsible or curator. (Included by Law No. 13,146, 2015) (Effective)
Art. 1,551. For reasons of age, the marriage resulting in pregnancy will not be annulled.
Art. 1,552. Annulment of the marriage of children under sixteen will be required:
I - by the minor spouse himself;
II - by their legal representatives;
III - by their ancestors.
Art. 1,553. The minor who has not reached the nubile age may, after completing it, confirm his marriage, with the authorization of his legal representatives, if necessary, or with judicial supply.
Art. 1,554. There remains a marriage celebrated by someone who, without having the competence required by law, publicly exercises the functions of judge of marriages and, as such, has registered the act in the Civil Registry.
Art. 1,555. The marriage of minors of nubile age, when not authorized by their legal representative, can only be annulled if the action is filed in one hundred and eighty days, on the initiative of the incapacitated, when it ceases to be so, their legal representatives or their necessary heirs.
§ 1 The period established in this article will be counted from the day on which the disability ceased, in the first case; from the wedding, on the second; and, in the third, the death of the incapacitated.
§ 2 The marriage will not be annulled when the legal representative of the incapacitated person has attended, or has, in any way, expressed his approval.
Art. 1,556. Marriage can be annulled due to defect of will, if there was one on the part of the spouses, when consenting, an essential error regarding the person of the other.
Art. 1,557. An essential error about the other spouse's person is considered:
I - what concerns his identity, his honor and good reputation, this error being such that his further knowledge makes life in common to the deceived spouse unbearable;
II - ignorance of crime, prior to marriage, which, by its nature, makes married life unbearable;

III - ignorance, prior to marriage, of an irreparable physical defect that does not characterize a disability or a serious and transmissible disease, due to contagion or inheritance, capable of endangering the health of the other spouse or his / her descendants; (Wording given by Law No. 13,146, 2015) (Effective)
IV - (Repealed). (Wording given by Law No. 13,146, 2015) (Effective)
Art. 1,558. Marriage is voidable by virtue of coercion, when the consent of one or both spouses has been obtained through a well-founded fear of considerable and imminent harm to the life, health and honor of you or your family.
Art. 1,559. Only a spouse who has incurred an error, or suffered coercion, can demand the annulment of the marriage; but cohabitation, if there is knowledge of addiction, the act is valid, except for the hypotheses of items III and IV of art. 1,557.
Art. 1,560. The deadline for bringing a marriage annulment action, starting from the date of the celebration, is:
I - one hundred and eighty days, in the case of item IV of art. 1,550;
II - two years, if the celebrating authority is incompetent;
III - three years, in the cases of items I to IV of art. 1,557;
IV - four years, if there is coercion.
§ 1 o The right to annul the marriage of children under sixteen years of age is extinguished in one hundred and eighty days, counting the term for the child of the day on which he / she reached that age; and the date of the wedding, for their legal representatives or ancestors.
§ 2 In the event of item V of art. 1,550, the deadline for marriage annulment is one hundred and eighty days, from the date on which the principal becomes aware of the celebration.
Art. 1.561. Although nullable or even null and void, if contracted in good faith by both spouses, marriage, in relation to both spouses and children, has all the effects until the day of the annulment sentence.
§ 1 If one of the spouses was in good faith when celebrating the marriage, its civil effects will only benefit him and the children.
§ 2 If both spouses were in bad faith when celebrating the marriage, its civil effects will only benefit the children.
Art. 1,562. Before filing the marriage annulment, annulment, judicial separation, direct divorce or dissolution of a stable union, the party may request, proving its need, the separation of bodies, which will be granted by the judge as soon as possible.
Art. 1,563. The sentence that decrees the nullity of the marriage will retroact to the date of its celebration, without prejudice to the acquisition of rights, against payment, by third parties in good faith, nor the result of a final judgment.
Article 1.564. When the marriage is annulled by one of the spouses, the spouse will incur:
I - in the loss of all advantages obtained from the innocent spouse;
II - the obligation to fulfill the promises made to him in the prenuptial contract.

CHAPTER IX
Marriage Effectiveness

Art. 1,565. Through marriage, men and women mutually assume the condition of consorts, partners and those responsible for the family's responsibilities.
§ 1 Any of the spouses, if they wish, may add the surname of the other to theirs.
§ 2 o Family planning is the couple's free decision, and the State is responsible for providing educational and financial resources for the exercise of this right, prohibiting any type of coercion by private or public institutions.
Art. 1,566. The duties of both spouses are:
I - reciprocal fidelity;
II - life in common, at the conjugal home;
III - mutual assistance;
IV - support, custody and education of children;
V - mutual respect and consideration.
Art. 1,567. The direction of the conjugal society will be exercised, in collaboration, by the husband and the wife, always in the interest of the couple and the children.
Single paragraph. In case of disagreement, either spouse may appeal to the judge, who will decide taking into account those interests.
Art. 1,568. Spouses are obliged to compete, in proportion to their assets and income from work, for the support of the family and the education of their children, whatever the patrimonial regime.
Art. 1,569. The couple's domicile will be chosen by both spouses, but both spouses may be absent from the conjugal domicile to attend to public duties, the exercise of their profession, or relevant private interests.

Art. 1,570. If any of the spouses is in a remote or unknown place, incarcerated for more than one hundred and eighty days, interdicted judicially or deprived, episodically, of conscience, due to illness or accident, the other will exercise exclusively the direction of the family, you the administration of assets.

CHAPTER X
Dissolution of the Company and the Marital Bond

Art. 1,571. The conjugal partnership ends:
I - for the death of one of the spouses;
II - for the nullity or annulment of the marriage;
III - by judicial separation;
IV - for divorce.
§ 1 The valid marriage is only dissolved by the death of one of the spouses or by divorce, applying the presumption established in this Code as to the absent.
§ 2 o After the marriage is dissolved by direct divorce or by conversion, the spouse may maintain the married name; unless, in the second case, the judicial separation sentence is provided otherwise.
Art. 1,572. Either spouse may bring an action for legal separation, imputing to the other any act that involves a serious violation of the duties of the marriage and makes life in common unbearable.
§ 1 The judicial separation can also be requested if one of the spouses proves a rupture of the life in common for more than a year and the impossibility of its reconstitution.
§ 2 o The spouse may also request legal separation when the other is suffering from a serious mental illness, manifested after marriage, which makes it impossible to continue living together, provided that, after a period of two years, the illness has been unlikely cure.
§ 3 o In the case of paragraph 2 o, the sick spouse, who has not requested judicial separation, the remainder of the assets that he / she took for the marriage will revert to the sick spouse, and if the regime of the adopted assets permits, the section of those acquired pursuant to the conjugal society.
Art. 1,573. Some of the following reasons may characterize the impossibility of life sharing:
I - adultery;
II - attempted death;
III - severe illness or injury;
IV - voluntary abandonment of the conjugal home, for a continuous year;
V - conviction for an infamous crime;
VI - dishonorable conduct.
Single paragraph. The judge may consider other facts that make the impossibility of life in common evident.
Art. 1,574. Judicial separation will be given by mutual consent of the spouses if they have been married for more than one year and manifest it before the judge, with the convention duly ratifying it.
Single paragraph. The judge may refuse homologation and not order a legal separation if it finds that the convention does not sufficiently preserve the interests of the children or one of the spouses.
Art. 1,575. The judicial separation sentence involves the separation of bodies and the sharing of assets.
Single paragraph. The sharing of assets may be made upon the proposal of the spouses and approved by the judge or decided by him.
Art. 1,576. Judicial separation puts an end to the duties of cohabitation and reciprocal fidelity and to the property regime.
Single paragraph. The judicial proceeding of the separation will be the responsibility of the spouses only, and, in the case of incapacity, they will be represented by the curator, the ascendant or the brother.
Art. 1577. Whatever the cause of the judicial separation and the way it is carried out, it is lawful for the spouses to reestablish, at all times, the conjugal society, by regular act in court.
Single paragraph. Reconciliation will in no way prejudice the right of third parties, acquired before and during the state of separation, whatever the regime of assets.
Art. 1,578. The spouse found guilty in the legal separation action loses the right to use the other's surname, as long as expressly required by the innocent spouse and if the change does not result in:
I - evident damage to your identification;
II - manifests a distinction between his family name and that of his children after the dissolved union;
III - serious damage recognized in the judicial decision.
§ 1 The innocent spouse in the legal separation action may waive, at any time, the right to use the other's surname.
§ 2 o In other cases, the option to preserve the married name will be applicable.

Art. 1,579. Divorce will not change the rights and duties of parents in relation to their children.
Single paragraph. Remarriage of either parent, or both, may not impose restrictions on the rights and duties provided for in this article.
Art. 1,580. One year after the final sentence of the sentence that decreed the judicial separation, or the concessive decision of the precautionary measure for the separation of bodies, either party may request its conversion into divorce.
§ 1 The conversion into divorce of the legal separation of the spouses will be decreed by sentence, of which there will be no reference to the cause that determined it.
§ 2 The divorce may be requested, by one or both spouses, in the case of proven factual separation for more than two years.
Art. 1,581. Divorce can be granted without prior sharing of assets.
Art. 1,582. The request for divorce will only be for the spouses.
Single paragraph. If the spouse is unable to bring the action or defend himself, the healer, the ascendant or the sibling may do so.

CHAPTER XI
Protection of the Person of Children

Art. 1,583. The custody will be unilateral or shared. (Wording given by Law nº 11.698, of 2008).
§ 1 o Unilateral custody is understood as that assigned to one parent or someone who replaces him (art. 1,584, § 5) and, by shared custody, joint responsibility and the exercise of the rights and duties of the father and mothers who do not live under the same roof, concerning the family power of ordinary children. (Included by Law 11.698, of 2008).
§ 2 o In shared custody, the time spent with the children should be divided evenly with the mother and father, always bearing in mind the factual conditions and interests of the children. (Wording given by Law No. 13,058, of 2014)
I - (revoked); (Wording given by Law No. 13,058, of 2014)
II - (revoked); (Wording given by Law No. 13,058, of 2014)
III - (revoked). (Wording given by Law No. 13,058, of 2014)
§ 3 In shared custody, the city considered to be the children's home base will be the city that best meets the children's interests. (Wording given by Law No. 13,058, of 2014)
§ 4 (VETOED). (Included by Law 11.698, of 2008).
§ 5 The unilateral custody obliges the father or mother who does not have it to supervise the interests of the children, and, in order to allow such supervision, any of the parents will always be a legitimate party to request information and / or accountability, objective or subjective, on matters or situations that directly or indirectly affect the physical and psychological health and education of your children. (Included by Law No. 13,058, of 2014)
Art. 1,584. The custody, unilateral or shared, can be: (Wording given by Law nº 11.698, of 2008).
I - requested, by consensus, by the father and mother, or by any of them, in an autonomous action of separation, divorce, dissolution of a stable union or in a precautionary measure; (Included by Law 11.698, of 2008).
II - decreed by the judge, taking into account the specific needs of the child, or due to the distribution of time necessary for the child to live with the father and mother. (Included by Law 11.698, of 2008).
§ 1 At the conciliation hearing, the judge will inform the father and mother of the meaning of shared custody, its importance, the similarity of duties and rights attributed to the parents and the sanctions for noncompliance with its clauses. (Included by Law 11.698, of 2008).
§ 2 When there is no agreement between the mother and the father regarding the custody of the child, if both parents are able to exercise family power, shared custody will be applied, unless one of the parents declares to the magistrate that he does not want the custody. custody of the child. (Wording given by Law No. 13,058, of 2014)
§ 3 In order to establish the duties of the father and mother and the periods of coexistence under shared custody, the judge, in office or at the request of the Public Prosecutor, may rely on technical-professional guidance or an interdisciplinary team, which should aim the balanced division of time with father and mother. (Wording given by Law No. 13,058, of 2014)
§ 4 The unauthorized alteration or unmotivated breach of the unilateral or shared custody clause may imply a reduction in the prerogatives attributed to its holder. (Wording given by Law No. 13,058, of 2014)
§ 5 If the judge finds that the child should not remain under the custody of the father or mother, the person who reveals compatibility with the nature of the measure shall defer custody, preferably considering the degree of kinship and the relationships of affinity and affectivity. (Wording given by Law No. 13,058, of 2014)

§ 6 o Any public or private establishment is obliged to provide information to any parent about their children, under penalty of a fine of R $ 200.00 (two hundred reais) to R $ 500.00 (five hundred reais) per day for not fulfillment of the request. (Included by Law No. 13,058, of 2014)
Art. 1,585. In the case of a precautionary measure of separation of bodies, in the case of a precautionary measure of custody or in another place of preliminary custody determination, the decision on custody of children, even if provisional, will be given preferably after the hearing of both parties before the judge, unless protection of the children's interests requires the granting of an injunction without the other party's hearing, applying the provisions of art. 1,584. (Wording given by Law No. 13,058, of 2014)
Art. 1,586. If there are serious reasons, the judge may, in any case, for the sake of the children, regulate in a different way from the established in the previous articles their situation with the parents.
Art. 1,587. In the case of invalidity of the marriage, if there are common children, the provisions of arts. 1,584 and 1,586.
Art. 1,588. The father or mother who contracts new nuptials does not lose the right to have the children with him, who can only be removed by a court order, proven that they are not treated properly.
Art. 1,589. The father or mother, in whose custody the children are not, may visit and have them with him, according to what he agrees with the other spouse, or is fixed by the judge, as well as to monitor their upkeep and education.
Single paragraph. The right to visit extends to any of the grandparents, at the discretion of the judge, subject to the interests of the child or adolescent. (Included by Law No. 12,398, of 2011)
Art. 1,590. The provisions concerning custody and maintenance of minor children extend to the most disabled.

SUBTITLE II
Kinship Relations
CHAPTER I
General Provisions

Art. 1,591. Straight relatives are people who are in relation to each other in the relationship of ascendants and descendants.
Art. 1,592. Relatives in collateral or transversal line, up to the fourth degree, are people from a single trunk, without descending from one another.
Art. 1,593. The kinship is natural or civil, as a result of inbreeding or other origin.
Art. 1,594. The degrees of kinship are counted in the straight line by the number of generations, and in the collateral, also by the number of them, rising from one of the relatives to the common ascendant, and descending until finding the other relative.
Art. 1,595. Each spouse or partner is linked to the other's relatives by the bond of affinity.
§ 1 The kinship by affinity is limited to ancestors, descendants and siblings of the spouse or partner.
§ 2 o In the straight line, the affinity is not extinguished with the dissolution of the marriage or the stable union.

CHAPTER II
Affiliation

Art. 1596. Children, whether or not they have a marriage relationship, or by adoption, will have the same rights and qualifications, prohibited any discriminatory designations related to affiliation.
Art. 1,597. Children are assumed to be conceived in the constancy of marriage:
I - born one hundred and eighty days, at least, after the conjugal coexistence has been established;
II - born in the three hundred days following the dissolution of the conjugal company, due to death, legal separation, nullity and annulment of the marriage;
III - occurred due to homologous artificial fertilization, even if the husband died;
IV - there have been, at any time, in the case of surplus embryos, resulting from a homologous artificial conception;
V - occurred due to heterologous artificial insemination, provided that the husband has prior authorization.
Art. 1,598. Unless proven otherwise, if, before the period provided for in item II of art. 1.523, the woman contracts new nuptials and gives birth to a child, this is presumed to be the first husband, if born within three hundred days from the date of his death and, the second, if the birth occurs after that period and the period has elapsed referred to in item I of art. 1597.
Art. 1,599. Proof of the spouse's powerlessness to generate, at the time of conception, overrides the presumption of paternity.
Art. 1,600. Adultery by women, even if confessed, is not enough to override the legal presumption of paternity.

Art. 1,601. It is the husband's right to contest the paternity of the children born to his wife, such action being imprescriptible.
Single paragraph. Contested membership, the heirs of the contestant have the right to continue the action.
Art. 1,602. Maternal confession is not enough to exclude paternity.
Art. 1,603. Membership is proved by the birth certificate registered with the Civil Registry.
Art. 1,604. No one can vindicate a state contrary to what results from the birth registration, unless proving an error or falsity of the registration.
Art. 1,605. In the absence, or defect, of the term of birth, affiliation may be proved by any admissible method in law:
I - when there is a beginning of a written test, coming from the parents, jointly or separately;
II - when there are strong assumptions resulting from facts already certain.
Art. 1,606. The action of proof of affiliation is incumbent upon the child, while he lives, passing on to the heirs, if he dies underage or incapacitated.
Single paragraph. If the action is initiated by the child, the heirs may continue it, unless the process is deemed extinct.

CHAPTER III
Recognition of Children

Art. 1,607. The child born out of wedlock can be recognized by the parents, jointly or separately.
Art. 1,608. When motherhood appears in the term of the child's birth, the mother can only contest it, proving the falsity of the term, or the statements contained therein.
Art. 1,609. The recognition of children born out of wedlock is irrevocable and will be done:
I - birth registration;
II - by public deed or private writing, to be filed with a notary;
III - by will, even if incidentally manifested;
IV - by direct and express manifestation before the judge, even though recognition has not been the sole and main object of the act that contains it.
Single paragraph. Recognition can precede the birth of the child or be subsequent to his death, if he leaves descendants.
Art. 1,610. Recognition cannot be revoked, even when done in a will.
Article 1.611. The child born outside the marriage, recognized by one of the spouses, cannot reside in the conjugal home without the consent of the other.
Art. 1,612. The recognized child, while a minor, will be under the custody of the parent who recognized him, and, if both have recognized him and there is no agreement, under the responsibility of who best serves the interests of the minor.
Article 1.613. The condition and term attached to the child's act of recognition are ineffective.
Article 1.614. The older child cannot be recognized without his consent, and the younger child can challenge recognition in the four years following adulthood, or emancipation.
Art. 1,615. Anyone, who has a fair interest, can challenge the paternity or maternity investigation.
Art. 1616. The sentence that deems the investigation action valid will produce the same effects as the recognition; but you can order the child to be raised and educated outside the company of the parents or the one who contested that quality.
Art. 1,617. Maternal or paternal filiation may result from a marriage declared null and void, even without the conditions of the putative.

CHAPTER IV
Adoption

Art. 1,618. The adoption of children and adolescents will be deferred in the manner provided for by Law 8,069, of July 13, 1990 - Statute for Children and Adolescents. (Wording given by Law No. 12,010, 2009)
Art. 1,619. The adoption of persons over 18 (eighteen) years of age will depend on the effective assistance of the public authorities and a constitutive sentence, applying, as appropriate, the general rules of Law 8,069, of July 13, 1990 - Statute of the Child and Teenager. (Wording given by Law No. 12,010, 2009)
Art. 1,620. to 1,629. (Repealed by Law No. 12,010, 2009)

CHAPTER V
FAMILY POWER

Section I
General Provisions
Art. 1,630. Children are subject to family power while they are minors.
Art. 1,631. During marriage and a stable union, the parents are responsible for family power; in the absence or impediment of one of them, the other will exercise it exclusively.
Single paragraph. If the parents disagree about the exercise of family power, any one of them is guaranteed to go to the judge to resolve the disagreement.
Art. 1,632. Judicial separation, divorce and the dissolution of the stable union do not alter the relationship between parents and children, except in terms of the right, which belongs to the former, to have the latter in their company.
Art. 1,633. The son, not recognized by the father, remains under the exclusive family power of the mother; if the mother is not known or able to exercise it, the minor will be tutored.
Section II
The Exercise of Family Power
Article 1.634. It is up to both parents, whatever their marital situation, the full exercise of family power, which consists of, as for the children: (Wording given by Law No. 13,058, of 2014)
I - directing them to creation and education; (Wording given by Law No. 13,058, of 2014)
II - exercise unilateral or shared custody under the terms of art. 1,584; (Wording given by Law No. 13,058, of 2014)
III - granting or denying them consent to marry; (Wording given by Law No. 13,058, of 2014)
IV - granting or denying them consent to travel abroad; (Wording given by Law No. 13,058, of 2014)
V - granting or denying them consent to move their permanent residence to another Municipality; (Wording given by Law No. 13,058, of 2014)
VI - appoint a guardian by testament or authentic document, if the other parent does not survive, or the survivor cannot exercise family power; (Wording given by Law No. 13,058, of 2014)
VII - represent them judicially and extrajudicially up to the age of 16 (sixteen), in the acts of civil life, and assist them, after that age, in the acts in which they are parties, supplying their consent; (Wording given by Law No. 13,058, of 2014)
VIII - claim them from those who illegally detain them; (Included by Law No. 13,058, of 2014)
IX - demand that they give them obedience, respect and the services appropriate to their age and condition. (Included by Law No. 13,058, of 2014)
Section III
Suspension and Extinction of Family Power
Art. 1,635. Family power is extinguished:
I - the death of the parents or the child;
II - for emancipation, pursuant to art. 5th, single paragraph;
III - by adulthood;
IV - for adoption;
V - by judicial decision, pursuant to article 1.638.
Art 1,636. The father or mother who contracts new nuptials, or establishes a stable union, does not lose, as regards the children of the previous relationship, the rights to family power, exercising them without any interference from the new spouse or partner.
Single paragraph. The same precept set forth in this article applies to single parents who are married or are in a stable relationship.
Art. 1,637. If the father or mother abuses his authority, lacking the inherent duties or ruining the children's assets, it is up to the judge, requesting a relative, or the Public Prosecutor's Office, to take the measure that seems to him demanded for the child's safety and their possessions, even suspending family power, when appropriate.
Single paragraph. The exercise of family power to the father or mother who is convicted of an unappealable sentence is also suspended, due to a crime the penalty of which exceeds two years in prison.
Art. 1,638. The father or mother who:
I - punish the child immoderately;
II - leave the child in abandonment;
III - perform acts contrary to morals and good customs;
IV - repeatedly focus on the absences provided for in the preceding article.
V - irregularly handing over the child to third parties for adoption purposes. (Included by Law No. 13,509, of 2017)
Single paragraph. The family power will also be lost by a judicial act that: (Included by Law nº 13.715, of 2018)

I - to practice against another person also holding the same family power: (Included by Law nº 13.715, of 2018)
a) homicide, femicide or bodily injury of a serious nature or followed by death, in the case of a willful crime involving domestic and family violence or contempt or discrimination as a woman; (Included by Law No. 13,715, of 2018)
b) rape or other crime against sexual dignity subject to the penalty of imprisonment; (Included by Law No. 13,715, of 2018)
II - practice against son, daughter or other descendant: (Included by Law nº 13.715, of 2018)
a) homicide, femicide or bodily injury of a serious nature or followed by death, in the case of a willful crime involving domestic and family violence or contempt or discrimination as a woman; (Included by Law No. 13,715, of 2018)
b) rape, rape of the vulnerable or other crime against sexual dignity subject to the penalty of imprisonment. (Included by Law No. 13,715, of 2018)

TITLE II
Property Law
SUBTITLE I
Of the Regime of Assets between Spouses
CHAPTER I
General Provisions

Art. 1,639. It is lawful for the bride and groom, before the wedding is celebrated, to stipulate, as far as their property is concerned, whatever they like.
§ 1 The property regime between spouses begins to apply from the date of the marriage.
§ 2 The alteration of the property regime is permissible, upon judicial authorization in a motivated request from both spouses, ascertaining the validity of the reasons invoked and subject to the rights of third parties.
Art. 1,640. If there is no convention, or if it is null or ineffective, the partial communion regime will be in force for the property between the spouses.
Single paragraph. In the qualification process, bachelors may choose any of the regimes that this code regulates. As for the form, the option for partial communion will be reduced to term, making the prenuptial agreement by public deed, in the other choices.
Article 1,641. The separation of assets in marriage is mandatory:
I - people who contract it without observing the suspensive causes of the celebration of the marriage;
II - the person over 70 (seventy) years old; (Wording given by Law nº 12.344, of 2010)
III - of all those who depend, to marry, on judicial supply.
Article 1,642. Whatever the property regime, both husband and wife can freely:
I - perform all acts of disposition and administration necessary for the performance of your profession, with the limitations established in item I of art. 1,647;
II - manage own assets;
III - release or claim the properties that have been recorded or sold without your consent or without judicial supply;
IV - demand the rescission of the guarantee and donation contracts, or the invalidation of the guarantee, carried out by the other spouse in violation of the provisions of items III and IV of art. 1,647;
V - claim common goods, movable or immovable, donated or transferred by the other spouse to the concubine, as long as it is proven that the goods were not acquired by their common effort, if the couple is in fact separated for more than five years;
VI - perform all acts that are not expressly prohibited.
Article 1,643. Can spouses, regardless of each other's authorization:
I - buy, still on credit, the things necessary for the domestic economy;
II - obtain, on loan, the amounts that the acquisition of these things may require.
Art. 1,644. The debts incurred for the purposes of the preceding article are jointly and severally binding on both spouses.
Art. 1,645. The actions based on items III, IV and V of art. 1,642 compete for the injured spouse and his heirs.
Article 1,646. In the case of items III and IV of art. 1,642, the third party, harmed by the sentence favorable to the plaintiff, will have a regressive right against the spouse, who carried out the legal transaction, or his heirs.
Article 1,647. Except as provided in art. 1.648, neither spouse may, without authorization from the other, except in the absolute separation regime:
I - alienate or record real estate assets;

II - plead, as plaintiff or defendant, about these assets or rights;
III - provide surety or guarantee;
IV - make a donation, non-remunerative, of common goods, or of those that may be part of a future section.
Single paragraph. Nuptial donations made to children when they marry or establish a separate economy are valid.
Art. 1,648. It is up to the judge, in the cases of the preceding article, to supply the grant, when one of the spouses denies it without just reason, or it is impossible to grant it.
Article 1,649. The lack of authorization, not supplied by the judge, when necessary (art. 1,647), will render the act performed nullable, and the other spouse may request the annulment, up to two years after the conjugal partnership ends.
Single paragraph. The approval makes the act valid, provided it is done by a public, or private, authenticated instrument.
Art. 1,650. The decree of invalidity of acts performed without grant, without consent, or without supply from the judge, can only be demanded by the spouse who was to grant it, or by his heirs.
Article 1,651. When one of the spouses cannot exercise the administration of the assets that he is responsible, under the property regime, it will be up to the other:
I - manage common and consortium assets;
II - dispose of the common movable assets;
III - dispose of the common and movable or immovable properties of the consort, upon judicial authorization.
Article 1,652. The spouse, who is in possession of the other's private property, will be responsible to him and his heirs:
I - as usufructuary, if the income is common;
II - as a proxy, if you have an express or tacit mandate to manage them;
III - as depositary, if not usufructuary, nor administrator.

CHAPTER II
The prenuptial agreement

Article 1,653. The prenuptial agreement is null if it is not made by public deed, and ineffective if the marriage is not followed.
Article 1,654. The effectiveness of the prenuptial agreement, carried out by a minor, is subject to the approval of its legal representative, except in cases of mandatory separation of assets.
Art. 1,655. Her convention or clause that contravenes the absolute provision of law is null.
Article 1,656. In the prenuptial pact, which adopts the regime of final participation in aquests, it will be possible to agree on the free disposal of immovable property, provided that it is private.
Article 1,657. The prenuptial agreements will not take effect before third parties only after they are registered, in a special book, by the official of the Property Registry of the spouses' domicile.

CHAPTER III
Partial Communion Regime

Article 1,658. In the regime of partial communion, the assets that survive to the couple are communicated, in the constancy of the marriage, with the exceptions of the following articles.
Article 1,659. The following are excluded from communion:
I - the assets that each spouse owns when he or she marries, and those that come to him, in the constancy of the marriage, by donation or succession, and the surrogates in his place;
II - the assets acquired with values exclusively belonging to one of the spouses in subrogation of the private assets;
III - the obligations prior to the marriage;
IV - obligations arising from unlawful acts, unless reversed for the benefit of the couple;
V - personal property, books and professional instruments;
VI - the earnings from the personal work of each spouse;
VII - pensions, half solders, montepios and other similar income.
Art. 1,660. Enter the communion:
I - the assets acquired in the context of the marriage for payment, even if only in the name of one of the spouses;
II - the goods acquired due to an eventual fact, with or without the previous job contest or expense;
III - the assets acquired by donation, inheritance or legacy, in favor of both spouses;
IV - the improvements in private property of each spouse;

V - the fruits of the common goods, or of the particulars of each spouse, perceived in the constancy of the marriage, or pending at the time of the end of communion.
Article 1,661. The goods whose title is due to a cause prior to the marriage are not communicable.
Article 1,662. In the regime of partial communion, movable property is presumed to have been acquired when the marriage is established, when it is not proved that it was on an earlier date.
Article 1,663. The administration of the common property is the responsibility of any of the spouses.
§ 1 The debts incurred in the exercise of administration bind the common and private assets of the spouse who manages them, and those of the other in the reason of the profit that has been earned.
§ 2 o The consent of both spouses is necessary for acts, free of charge, that imply assignment of the use or enjoyment of common goods.
§ 3 In case of misappropriation of assets, the judge may assign the administration to only one of the spouses.
Article 1,664. The assets of the communion are responsible for the obligations incurred by the husband or wife to meet family expenses, administration expenses and those resulting from legal imposition.
Article 1,665. The management and disposition of the assets constituting the private property are the responsibility of the owning spouse, unless otherwise agreed in a prenuptial agreement.
Article 1,666. The debts, incurred by any of the spouses in the administration of their private property and for their benefit, do not oblige the common property.

CHAPTER IV
Of the Universal Communion Regime

Article 1,667. The universal communion regime requires the communication of all present and future assets of the spouses and their passive debts, with the exceptions of the following article.
Article 1,668. The following are excluded from communion:
I - goods donated or inherited with the incommunicability clause and subrogated in their place;
II - the recorded trust assets and the right of the trust heir, before the suspensive condition is fulfilled;
III - debts prior to marriage, unless they come from expenses with their payments, or revert to common benefit;
IV - prenuptial donations made by one of the spouses to the other with the clause of incommunicability;
V - The assets referred to in items V to VII of art. 1,659.
Article 1,669. The incommunicability of the goods listed in the preceding article does not extend to the fruits, when they are perceived or won during the wedding.
Art. 1,670. The provisions of the previous Chapter apply to the regime of universal communion with regard to the administration of goods.
Article 1,671. When communion is extinguished, and the division of assets and liabilities is effected, the responsibility of each spouse towards the creditors of the other will cease.

CHAPTER V
The Final Participation Scheme in Aquestos

Article 1,672. In the regime of final participation in the estates, each spouse has his own equity, as provided in the following article, and he is entitled, at the time of the dissolution of the conjugal company, to the right to half of the assets acquired by the couple, against payment, in the constancy of the marriage.
Article 1,673. The assets owned by each spouse when marrying and those acquired by him, in any capacity, in the constancy of the marriage are part of his own assets.
Single paragraph. The administration of these assets is exclusive to each spouse, who can freely dispose of them, if they are mobile.
Article 1,674. In the event of the dissolution of the conjugal partnership, the amount of payments will be calculated, excluding the sum of own assets:
I - the goods prior to the marriage and those that have been subrogated in their place;
II - those who survived each spouse by succession or liberality;
III - debts related to these assets.
Single paragraph. Unless proven otherwise, movable property is assumed to have been acquired during the marriage.
Article 1.675. When determining the amount of payments, the amount of donations made by one of the spouses will be computed, without the necessary authorization from the other; in that case, the property may be claimed by the injured spouse or by his heirs, or declared on the shareable hill, for an amount equivalent to the time of the dissolution.

Article 1,676. The value of the alienated assets to the detriment of the section is incorporated into the mount, if there is no preference for the injured spouse, or his heirs, to claim them.
Article 1,677. For post-marriage debts, incurred by one spouse, only the spouse will respond, unless proof of having reversed, partially or totally, to the benefit of the other.
Article 1,678. If one of the spouses has resolved a debt of the other with assets of his / her estate, the payment amount must be updated and charged, on the date of the dissolution, to the other spouse's share.
Article 1,679. In the case of goods acquired through joint work, each spouse will have an equal share in the condominium or in the credit for that established method.
Art. 1,680. Movable things, in the face of third parties, are presumed to be the domain of the debtor spouse, unless the asset is for the other person's personal use.
Article 1,681. Real estate is owned by the spouse whose name is on the record.
Single paragraph. Once ownership has been challenged, it will be up to the owning spouse to prove the regular acquisition of the assets.
Article 1,682. The right to share is not waiverable, terminable or pledged under the matrimonial regime.
Article 1,683. In the dissolution of the property regime by judicial separation or divorce, the amount of the payments will be verified at the date on which the coexistence ceased.
Article 1,684. If it is neither possible nor convenient to divide all assets in nature, the value of some or all of them will be calculated for replacement in cash to the non-owner spouse.
Single paragraph. If it is not possible to make the replacement in cash, as many assets as will be sufficient will be evaluated and, with judicial authorization, disposed of.
Article 1,685. In the dissolution of the conjugal society due to death, the surviving spouse will conform to the previous articles, granting the inheritance to the heirs in the manner established in this Code.
Article 1,686. The debts of one spouse, when higher than their share, do not bind the other, or his heirs.

CHAPTER VI
Asset Separation Regime

Article 1,687. Once the separation of assets is stipulated, they will remain under the exclusive administration of each of the spouses, who will be able to freely dispose of them or save them from real liens.
Article 1,688. Both spouses are obliged to contribute to the couple's expenses in proportion to the income from their work and their assets, unless otherwise stipulated in the prenuptial agreement.

SUBTITLE II
Usufruct and Administration of the Property of Minor Children

Article 1,689. The father and mother, while exercising family power:
I - are usufructuaries of the children's assets;
II - have the administration of the assets of minor children under their authority.
Art. 1,690. It is up to the parents, and in the absence of one to the other, to exclusively represent their children under sixteen years old, as well as assist them until they reach the age of majority or are emancipated.
Single paragraph. Parents must decide jointly on issues concerning their children and their assets; if there is any disagreement, any of them may resort to the judge for the necessary solution.
Article 1,691. Parents cannot alienate, or record the children's properties with real encumbrance, nor contract, in their name, obligations that exceed the limits of simple administration, except for the necessity or evident interest of the offspring, with the prior authorization of the judge.
Single paragraph. The declaration of nullity of the acts foreseen in this article may apply:
I - the children;
II - the heirs;
III - the legal representative.
Article 1,692. Whenever, in the exercise of family power, the interest of the parents collides with that of the child, at the request of the child or the Public Ministry, the judge will give him / her a special curator.
Article 1,693. The following are excluded from the parental use and administration:
I - the assets acquired by the child outside of marriage, before recognition;
II - the values earned by the child over sixteen years old, in the exercise of professional activity and the assets with such resources acquired;
III - goods left or donated to the child, on condition that they are not enjoyed, or administered, by the parents;
IV - the assets that the children fit in the inheritance, when the parents are excluded from the succession.

SUBTITLE III

Food

Article 1,694. Relatives, spouses or partners can ask each other for the food they need to live in a way compatible with their social condition, including to meet their education needs.

§ 1 The food must be fixed in proportion to the needs of the claimant and the resources of the obliged person.

§ 2 Food will only be indispensable for subsistence, when the situation of need results from the fault of those who claim it.

Article 1,695. Food is owed when those who want it do not have enough goods, nor can they provide for their own maintenance, and those who claim to be able to provide it, without missing what is necessary for their livelihood.

Article 1,696. The right to food maintenance is reciprocal between parents and children, and extended to all parents, with the obligation falling on the closest in degree, some lacking others.

Article 1,697. In the absence of the ascendants, the descendants are obliged, subject to the order of succession and, lacking these, the brothers, who are German as well as unilateral.

Article 1,698. If the relative, who owes food in the first place, is not in a position to fully bear the burden, those of immediate rank will be called upon to compete; since several people are obliged to provide food, all must compete in proportion to their respective resources, and, if an action is brought against one of them, the others may be called to join the dispute.

Art. 1,699. If, once the maintenance has been fixed, a change in the financial situation of those who supply them, or those of those who receive them, changes, the interested party may complain to the judge, depending on the circumstances, exoneration, reduction or increase of the charge.

Art. 1,700. The obligation to provide maintenance is transferred to the debtor's heirs, in the form of art. 1,694.

Art. 1,701. The person obliged to supply food may retire by feeding him, or give him lodging and support, without prejudice to the duty to provide what is necessary for his education, when he is a minor.

Single paragraph. It is incumbent upon the judge, if circumstances so require, to determine the form of performance of the performance.

Art. 1,702. In the litigious judicial separation, one of the spouses being innocent and lacking resources, the other will pay him the alimony that the judge determines, observing the criteria established in art. 1,694.

Art. 703. For the maintenance of children, spouses legally separated will contribute in proportion to their resources.

Art. 1,704. If one spouse legally separated needs maintenance, the other will be obliged to provide it through a pension to be fixed by the judge, if he has not been found guilty in the legal separation action.

Single paragraph. If the spouse found guilty needs food, and does not have relatives in a position to provide it, or the ability to work, the other spouse will be obliged to insure it, establishing the judge the value indispensable for survival.

Art. 1,705. In order to obtain food, the child who has been out of wedlock can sue the parent, and the judge is entitled to determine, at the request of either party, that the action be processed in secret.

Art. 1,706. Provisional maintenance will be fixed by the judge, under the terms of the procedural law.

Art. 1,707. The creditor may not exercise, but he is forbidden to waive the right to maintenance, the respective credit being insusceptible for assignment, compensation or pledge.

Art. 1,708. With the marriage, the stable union or the concubinage of the creditor, the duty to provide maintenance ceases.

Single paragraph. In relation to the creditor, the right to maintenance also ceases if there is an unworthy procedure in relation to the debtor.

Art. 1,709. The debtor spouse's remarriage does not extinguish the obligation contained in the divorce decree.

Art. 1,710. Alimony benefits, of any nature, will be updated according to an official index regularly established.

SUBTITLE IV

Family Good

1.711. The spouses, or the family entity, may, by means of a public deed or will, allocate part of their assets to establish a family property, as long as it does not exceed one third of the net assets existing at the time of the institution, keeping the rules on the property's immobilization. established in a special law.

Single paragraph. The third party may also establish a family property by will or donation, depending on the effectiveness of the act of express acceptance of both benefited spouses or the benefited family entity.

Article 1.712. The family property will consist of an urban or rural residential building, with its belongings and accessories, intended in both cases for a family home, and may include securities, the proceeds of which will be used to conserve the property and support the family.
Article 1.713. The securities, intended for the purposes provided for in the preceding article, may not exceed the value of the building set up as a family asset, at the time of its establishment.
§ 1 The securities must be duly individualized in the instrument of institution of the family good.
§ 2 o In the case of nominative titles, your institution as a family asset must appear in the respective registration books.
§ 3 The institution may determine that the administration of the securities is entrusted to the financial institution, as well as to discipline the form of payment of the respective income to the beneficiaries, in which case the responsibility of the administrators will obey the rules of the deposit agreement.
Article 1.714. The family property, whether instituted by the spouses or by a third party, is constituted by the registration of its title in the Property Registry.
Article 1,715. The family property is exempt from execution for debts subsequent to its institution, except for those arising from taxes related to the building, or from condominium expenses.
Single paragraph. In the case of execution for the debts referred to in this article, the existing balance will be invested in another building, as a family asset, or in public debt securities, for family support, unless relevant reasons advise another solution, at the judge's discretion.
Art. 1,716. The exemption referred to in the previous article will last as long as one of the spouses lives, or, failing that, until the children reach the age of majority.
Article 1717. The building and the securities, constituted as property of the family, cannot have a destination other than that provided for in art. 1,712 or be alienated without the consent of the interested parties and their legal representatives, after hearing the Public Ministry.
Art. 1,718. Any form of liquidation of the managing entity, referred to in § 3 of art. 1,713, will not reach the amounts entrusted to it, ordering the judge to transfer it to another similar institution, obeying, in the case of bankruptcy, the provisions on the request for restitution.
Article 1,719. After the impossibility of maintaining the family property in the conditions in which it was established, the judge may, at the request of the interested parties, extinguish it or authorize the subrogation of the assets that constitute it in others, after hearing the institute and the Public Ministry.
Article 1,720. Unless otherwise provided in the act of institution, the administration of the family property is the responsibility of both spouses, resolving the judge in case of disagreement.
Single paragraph. With the death of both spouses, the administration will pass on to the eldest child, if he is older, and, on the contrary, to his guardian.
Article 1,721. The dissolution of the conjugal society does not extinguish the family good.
Single paragraph. The marital partnership having been dissolved by the death of one of the spouses, the survivor may ask for the extinction of the family property, if it is the couple's only asset.
Article 1.722. The family good is also extinguished with the death of both spouses and the majority of children, as long as they are not subject to custody.

TITLE III
OF THE STABLE UNION

Article 1,723. It is recognized as a family entity the stable union between the man and the woman, configured in the public, continuous and lasting coexistence and established with the objective of constituting a family.
§ 1 The stable union will not be constituted if the impediments of art. 1,521; the incidence of item VI does not apply if the married person is de facto or judicially separated.
§ 2 The suspensive causes of art. 1.523 will not prevent the characterization of the stable union.
Article 1,724. Personal relationships between peers will obey the duties of loyalty, respect and assistance, and the custody, support and education of children.
Article 1,725. In the stable union, except for a written contract between the partners, the partial property regime applies to property relations, where applicable.
Article 1.726. The stable union may become a marriage, at the request of the partners to the judge and seat in the Civil Registry.
Article 1,727. Non-casual relations between men and women, prevented from marrying, constitute concubinage.

TITLE IV

Guardianship, Curatorial and Supported Decision Making

(Wording given by Law No. 13,146, of 2015)

CHAPTER I

From Guardianship

Section I

From Tutors

Article 1,728. Minor children are placed in guardianship:

I - with the death of the parents, or if they are judged absent;

II - in case the parents fall from the family power.

Article 1,729. The right to appoint a guardian rests with the parents as a whole.

Single paragraph. The appointment must be included in a will or any other authentic document.

Article 1,730. The appointment of a guardian by the father or mother who, at the time of his death, did not have the family power is null.

Article 1,731. In the absence of a guardian appointed by the parents, it is incumbent upon the minor's consanguineous relatives, in this order:

I - ascendants, preferring the degree closest to the most remote;

II - to collaterals up to the third degree, preferring those closest to the most remote, and, in the same degree, the oldest to the youngest; in any case, the judge will choose among them the most capable of exercising guardianship for the benefit of the minor.

Article 1,732. The judge will appoint a suitable guardian and resident in the minor's domicile:

I - in the absence of a willful or legitimate tutor;

II - when these are excluded or excused from guardianship;

III - when removed the legitimate guardian and the testamentary when removed.

Art. 1,733. Orphan brothers will be given only one tutor.

§ 1 In the event that more than one guardian is appointed by testamentary provision without indication of precedence, it is understood that guardianship was committed to the first, and that the others will succeed him in the order of appointment, if death, disability, excuse any other impediment.

§ 2 Whoever establishes a minor heir, or his legatee, may appoint a special trustee for the assets left, even if the beneficiary is under family power, or tutelage.

1.734. Children and adolescents whose parents are unknown, deceased, or who have been suspended or deprived of family power will have tutors appointed by the Judge or will be included in a family placement program, as provided by Law No. 8,069, of July 13, 1990 - Child and Adolescent Statute. (Wording given by Law No. 12,010, 2009)

Section II

Unable to Exercise Guardianship

Article 1,735. They cannot be tutors and will be released from guardianship if they exercise it:

I - those who do not have the free management of their assets;

II - those who, at the time of being granted guardianship, find themselves constituted in obligation to the minor, or have to assert rights against him, and those whose parents, children or spouses have a claim against the minor;

III - the enemies of the minor, or his parents, or who have been expressly excluded from the tutelage by them;

IV - those convicted of crimes of theft, theft, fraud, falsehood, against the family or customs, whether or not they served time;

V - people with bad procedures, or failures in probity, and those guilty of abuse in previous tutorials;

VI - those who exercise a public function incompatible with the proper administration of guardianship.

Section III

The Guardians' Excuse

1.736. They can be excused from guardianship:

I - married women;

II - over sixty years old;

III - those who have more than three children under their authority;

IV - those incapacitated by illness;

V - those who live far from the place where guardianship is to be exercised;

VI - those who already exercise guardianship or trusteeship;

VII - military personnel on duty.

Article 1,737. Anyone who is not a relative of the minor cannot be obliged to accept guardianship, if there is a suitable, consanguineous or similar relative in a position capable of exercising it.
Article 1,738. The excuse will appear within ten days following the appointment, under penalty of understanding that the right to claim it has been waived; if the excusatory reason occurs after the guardianship is accepted, the ten days will count from the one in which he survives.
Art. 1,739. If the judge does not admit the excuse, he will exercise the nominee as guardian, as long as the appeal lodged has not been upheld, and will be immediately responsible for the losses and damages that the minor may suffer.
Section IV
Exercise of Guardianship
Article 1,740. The guardian is responsible for the person of the minor:
I - direct his education, defend him and provide him with food, according to his assets and condition;
II - complain to the judge to provide, as the case may be, when the minor needs correction;
III - perform the other duties that normally fall to the parents, after hearing the opinion of the minor, if he is already twelve years old.
Article 1.741. It is incumbent upon the guardian, under the judge's inspection, to administer the property of the guardian, for the benefit of the latter, fulfilling his duties with zeal and good faith.
Article 1.742. For inspection of the guardian's acts, the judge may appoint a protector.
1.743. If the assets and administrative interests require technical knowledge, are complex, or carried out in places far from the tutor's home, the latter may, upon judicial approval, delegate the partial exercise of tutelage to other individuals or legal entities.
1.744. The judge's responsibility will be:
I - direct and personal, when the tutor has not been appointed, or has not been appointed in due time;
II - subsidiary, when it has not demanded a legal guarantee from the tutor, nor removed it, so much so that it has become suspect.
Article 1,745. The minor's assets will be handed over to the guardian under their specified term and their values, even if the parents have dismissed him.
Single paragraph. If the minor's assets are of considerable value, the judge may condition the exercise of guardianship to the provision of a surety bond, and may dismiss it if the guardian is of recognized repute.
Art. 1,746. If the minor has assets, he will be supported and educated at their expense, arbitrating the judge for such amounts as they deem necessary, considering the income of the pupil's fortune when the father or mother has not fixed them.
Article 1,747. It is up to the tutor:
I - represent the minor, up to the age of sixteen, in the acts of civil life, and assist him, after that age, in the acts in which he is a party;
II - receive the minor's rents and pensions, and the amounts due to him;
III - pay subsistence and education expenses, as well as administration, conservation and improvements to its assets;
IV - dispose of the minor's assets for sale;
V - promote, at a convenient price, the lease of real estate.
Art. 1,748. It is also up to the tutor, with the judge's authorization:
I - pay the debts of the child;
II - accepting inheritances, bequests or donations by him, even with charges;
III - compromise;
IV - sell movable property, the conservation of which does not suit, and real estate in cases where permitted;
V - propose the actions in court, or assist the minor in them, and promote all due diligence for the sake of the minor, as well as defend him in the lawsuits against him.
Single paragraph. In the event of a lack of authorization, the effectiveness of the guardian's act depends on the later approval of the judge.
1.749. Even with judicial authorization, the guardian cannot, under penalty of nullity:
I - acquire by himself or by an intermediary, by means of a private contract, movable or immovable property belonging to the minor;
II - dispose of the minor's assets free of charge;
III - constitute a credit or legal assignee against the minor.
1,750. The properties belonging to the minors under guardianship can only be sold when there is a clear advantage, upon prior judicial evaluation and approval by the judge.

Article 1,751. Before assuming guardianship, the guardian will declare everything that the minor owes him, under penalty of not being able to charge him, while exercising the guardianship, except proving that he did not know the debt when he assumed it.
Article 1,752. The guardian is responsible for the damages that, through guilt, or deceit, cause to the guardian; but you are entitled to be paid for what you actually spend in the exercise of guardianship, except in the case of art. 1,734, and to receive remuneration proportional to the importance of the assets managed.
§ 1 The protector will be given a reasonable bonus for the inspection carried out.
§ 2 The persons responsible for supervising the tutor's activity and those who contributed for the damage are jointly responsible for the damages.
Section V
Guardianship Goods
Article 1,753. Guardians are not allowed to keep in their power the money of the guardians, beyond what is necessary for the ordinary expenses with their sustenance, their education and the administration of their assets.
§ 1 o If necessary, gold and silver objects, precious stones and furniture will be evaluated by a suitable person and, after judicial authorization, disposed of, and their product converted into securities, bonds and bills of direct or indirect responsibility of the Union or States, taking into account profitability, and collected from the official banking establishment or applied to the acquisition of real estate, as determined by the judge.
§ 2 o The same destination provided for in the preceding paragraph will have money from any other source.
§ 3 The tutors are responsible for the delay in applying the aforementioned amounts, paying the legal interest from the day they were supposed to give that destination, which does not exempt them from the obligation, which the judge will make effective, of said application.
Art. 1,754. The values that exist in an official banking establishment, in the form of the previous article, cannot be withdrawn, except by order of the judge, and only:
I - for the expenses with the maintenance and education of the tutelage, or the administration of their assets;
II - to purchase real estate and securities, bonds or bills, under the conditions provided for in § 1 of the preceding article;
III - to be employed in accordance with the provisions of those who donated or left them;
IV - to surrender to orphans, when they are emancipated, or older, or, when they die, to their heirs.
Section VI
Accountability
Art. 1,755. Guardians, although the parents of the guardians had otherwise provided, are obliged to account for their administration.
Art. 1,756. At the end of each year of administration, tutors will submit the respective balance sheet to the judge, who, once approved, will be attached to the inventory records.
Article 1,757. The tutors will give an account every two years, and also when, for any reason, they leave the exercise of guardianship or whenever the judge deems it convenient.
Single paragraph. The accounts will be rendered in court, and judged after the hearing of the interested parties, the guardian collecting the balances immediately, or acquiring real estate, or bonds, bonds or bills, in the form of § 1 of art. 1,753.
Article 1,758. After the guardianship for emancipation or adulthood ends, the discharge of the minor will not take effect until the accounts are approved by the judge, and the guardian's entire responsibility will remain until then.
Article 1,759. In cases of death, absence, or interdiction of the guardian, the accounts will be rendered by his heirs or representatives.
Art. 1,760. All expenses justified and recognized as profitable to the minor will be credited to the tutor.
Article 1,761. The expenses with the rendering of accounts will be paid by the tutee.
1.762. The reach of the guardian, as well as the balance against the guardian, are debts of value and bear interest since the final judgment of the accounts.
Section VII
Cessation of Guardianship
Article 1,763. The condition of guardianship ceases:
I - with the age of majority or the emancipation of the minor;
II - when the child falls under family power, in the case of recognition or adoption.
Article 1,764. The tutor's functions cease:
I - when the term expires, in which he was obliged to serve;
II - when a legitimate excuse occurs;
III - when removed.

Article 1,765. The tutor is obliged to serve for two years.
Single paragraph. The guardian may continue in the exercise of guardianship, beyond the period provided for in this article, if he so wishes and the judge deems it convenient to the minor.
Article 1,766. The guardian will be removed when he is negligent, prevaricating or incurs a disability.

CHAPTER II
Da Curatela

Section I
Interdicts

Article 1,767. The following are subject to trusteeship:
I - those who, due to transient or permanent reasons, cannot express their will; (Wording given by Law No. 13,146, 2015) (Effective)
II - (Revoked); (Wording given by Law No. 13,146, 2015) (Effective)
III - the usual drunks and the addicted to toxic; (Wording given by Law No. 13,146, 2015) (Effective)
IV - (Revoked); (Wording given by Law No. 13,146, 2015) (Effective)
V - the prodigals.
Article 1,768. (Repealed by Law No. 13,105, 2015) (Effective)
Article 1,769. (Repealed by Law No. 13,105, 2015) (Effective)
Article 1,770. (Repealed by Law No. 13,105, 2015) (Effective)
Article 1,771. (Repealed by Law No. 13,105, 2015) (Effective)
Article 1,772. (Repealed by Law No. 13,105, 2015) (Effective)
Article 1,773. (Repealed by Law No. 13,105, 2015) (Effective)
Article 1,774. The guardianship provisions apply, with the modifications of the following articles.
Art. 1,775. The spouse or partner, not legally separated or in fact, is, by law, the healer of the other, when prohibited.
§1 o In the absence of a spouse or partner, the father or mother is a legitimate healer; in the absence of these, the descendant who proves to be more apt.
§ 2 o Among the descendants, the closest precede the most remote.
§ 3 In the absence of the persons mentioned in this article, the judge is responsible for choosing the curator.
1.775-A. When appointing a trustee for the person with a disability, the judge may establish a shared trustee for more than one person. (Included by Law No. 13,146, 2015) (Effective)
Article 1,776. (Repealed by Law No. 13,146, 2015) (Effective)
Article 1,777. The persons referred to in item I of art. 1,767 will receive all the support necessary to have preserved the right to family and community coexistence, avoiding their collection in an establishment that distances them from this coexistence. (Wording given by Law No. 13,146, 2015) (Effective)
Article 1,778. The curator's authority extends to the person and property of the children of the curatelado, subject to art. 5th.

Section II
Curatela of the Unborn and the Sick or Physically Disabled

Art. 1,779. The unborn child will be healed if the father dies while the woman is pregnant, and has no family power.
Single paragraph. If the woman is banned, her healer will be the unborn.
1.780. (Repealed by Law No. 13,146, 2015) (Effective)

Section III
From the Curatorial Exercise

Art. 1,781. The rules regarding the exercise of guardianship apply to that of the trustee, with the restriction of art. 1,772 and those in this Section.
Article 1,782. The prodigal's interdiction will only deprive him of, without a curator, lending, settling, giving discharge, alienating, mortgaging, demanding or being sued, and generally practicing acts that are not mere administration.
Art. 1,783. When the trustee is the spouse and the marriage property regime is of universal communion, he will not be obliged to render accounts, unless judicially determined.

CHAPTER III
Supported Decision Making
(Included by Law No. 13,146, 2015) (Effective)

Article 1,783-A. Supported decision-making is the process by which the disabled person elects at least 2 (two) suitable people, with whom they have ties and who enjoy their trust, to provide support in making decisions about acts of civil life, providing them with the elements and information necessary for them to exercise their capacity. (Included by Law No. 13,146, 2015) (Effective)
§ 1 To formulate a request for supported decision-making, the disabled person and the supporters must submit a term stating the limits of the support to be offered and the commitments of the supporters, including the term of the agreement and respect for the will, the rights and interests of the person they are supposed to support. (Included by Law No. 13,146, 2015) (Effective)
§ 2 The supported decision-making request will be requested by the person to be supported, with an express indication of the people able to provide the support provided for in the caput of this article. (Included by Law No. 13,146, 2015) (Effective)
§ 3 Before ruling on the supported decision-making request, the judge, assisted by a multidisciplinary team, after hearing the Public Prosecutor's Office, will personally hear the applicant and the people who will support him. (Included by Law No. 13,146, 2015) (Effective)
§ 4 The decision taken by a supported person will have validity and effects on third parties, without restrictions, as long as it falls within the limits of the agreed support. (Included by Law No. 13,146, 2015) (Effective)
§ 5 The Third Party with whom the person being supported has a business relationship may request that the supporters sign the contract or agreement, specifying, in writing, their role in relation to the person being supported. (Included by Law No. 13,146, 2015) (Effective)
§ 6 In the case of a legal transaction that may bring significant risk or loss, with a difference of opinion between the person being supported and one of the supporters, the judge, after hearing the Public Prosecutor's Office, must decide on the matter. (Included by Law No. 13,146, 2015) (Effective)
§ 7 If the supporter acts with negligence, exerts undue pressure or fails to comply with the obligations assumed, the person supported or any person may complain to the Public Prosecutor or the judge. (Included by Law No. 13,146, 2015) (Effective)
§ 8 o If the complaint is upheld, the judge will dismiss the supporter and appoint, after hearing the person being supported and if it is in his interest, another person to provide support. (Included by Law No. 13,146, 2015) (Effective)
§ 9 The supported person may, at any time, request the termination of an agreement signed in the supported decision-making process. (Included by Law No. 13,146, 2015) (Effective)
§ 10. The supporter may request the judge to exclude his participation from the supported decision-making process, his dismissal being conditioned to the judge's manifestation on the matter. (Included by Law No. 13,146, 2015) (Effective)
§ 11. The provisions relating to accountability in the trustee apply to supported decision-making, where applicable. (Included by Law No. 13,146, 2015) (Effective)

BOOK V
The Law of Succession
TITLE I
General Succession
CHAPTER I
General Provisions

Article 1,784. Once the succession is open, the inheritance is immediately transmitted to the legitimate and testamentary heirs.
Art. 1,785. The succession opens in place of the deceased's last domicile.
Article 1,786. Succession takes place by law or by last will provision.
Article 1,787. It regulates the succession and the legitimacy to succeed the law in force at the time of its opening.
Article 1,788. When a person dies without a will, he transmits the inheritance to the rightful heirs; the same will apply to goods that are not included in the will; and legitimate succession remains if the will expires, or is deemed null and void.
Art. 1,789. If there are necessary heirs, the testator may only have half of the inheritance.
Art. 1,790. The companion or the companion will participate in the succession of the other, regarding the assets acquired in return for the validity of the stable union, under the following conditions: (See Extraordinary Appeal nº 646.721) (See Extraordinary Appeal nº 878.694)
I - if you compete with ordinary children, you will be entitled to a quota equivalent to that which by law is attributed to the child;

II - if he competes with descendants of only the author of the inheritance, half of what will fit each of them will touch him;
III - if you compete with other successive relatives, you will be entitled to one third of the inheritance;
IV - if there are no successive relatives, he will be entitled to the entire inheritance.

CHAPTER II
Inheritance and Administration

Article 1,791. The inheritance is deferred as a unitary whole, even though several are the heirs.
Single paragraph. Until sharing, the right of co-heirs, as to the property and possession of the inheritance, will be indivisible, and will be regulated by the rules relating to the condominium.
Article 1,792. The heir does not answer for charges greater than the forces of the inheritance; it is up to him, however, to prove the excess, unless there is an inventory that excuses it, showing the value of the inherited goods.
Article 1,793. The right to open succession, as well as the share held by the co-heir, may be the object of assignment by public deed.
§ 1 The rights conferred on the heir as a result of substitution or the right to increase, are presumed not to be covered by the assignment made previously.
§ 2 The assignment, by the co-heir, of hereditary right over any inheritance asset considered singularly is ineffective.
§ 3 Ineffective is the disposition, without prior authorization from the successor judge, by any heir, of a component of the hereditary collection, pending indivisibility.
Article 1,794. The co-heir cannot transfer his inherited quota to a person who is not part of the succession, if another co-heir wants it, so much so.
Article 1,795. The co-heir, who is not aware of the assignment, may, having deposited the price, have the quota assigned to a stranger, if he requests it up to one hundred and eighty days after the transfer.
Single paragraph. As several co-heirs exercise the preference, the portion assigned will be distributed among them, in proportion to the respective hereditary quotas.
Article 1,796. Within thirty days, counting from the opening of the succession, an inventory of hereditary patrimony will be established, before the competent court in place of the succession, for the purposes of liquidation and, when applicable, for sharing the inheritance.
Article 1,797. Until the commitment of the inventor, the inheritance management will be responsible, successively:
I - the spouse or partner, if with the other lived with the time of the opening of the succession;
II - to the heir who is in possession and administration of the assets, and, if there is more than one in these conditions, to the oldest;
III - the executor;
IV - the person trusted by the judge, in the absence or excuse of those indicated in the preceding items, or when they have to be removed for serious reason brought to the attention of the judge.

CHAPTER III
Hereditary Vocation

Article 1,798. People who are born or conceived at the time of the opening of the succession are entitled to succeed.
Art. 1,799. In testamentary succession, the following may also be called upon to succeed:
I - the children, not yet conceived, of people appointed by the testator, as long as they live when the succession opens;
II - legal entities;
III - legal entities, whose organization is determined by the testator in the form of a foundation.
Art. 1,800. In the case of item I of the preceding article, the assets of the inheritance will be entrusted, after liquidation or sharing, to a trustee appointed by the judge.
§ 1 Unless a testamentary provision to the contrary exists, the trustee shall be held by the person whose son the testator expected to have as heir, and, successively, by the persons indicated in art. 1,775.
§ 2 o The powers, duties and responsibilities of the curator, so appointed, are governed by the provisions concerning the curatorship of the incapacitated, as appropriate.
§ 3 o When the expected heir is born alive, the succession will be granted, with the fruits and yields related to the cue, from the death of the testator.

§ 4 If, after two years after the opening of the succession, the expected heir is not conceived, the reserved assets, unless otherwise provided by the testator, will fall to the legitimate heirs.
Art. 1,801. The following cannot be appointed heirs or legatees:
I - the person who, pleadingly, wrote the will, nor his spouse or partner, or his ascendants and brothers;
II - the testament witnesses;
III - the married testator's concubine, unless the latter, through no fault of his, has in fact been separated from the spouse for more than five years;
IV - the notary, civil or military, or the commander or clerk, before whom it is done, as well as whoever does or approves the will.
Art. 1,802. Testamentary provisions in favor of persons not entitled to succeed are null and void, even when simulated in the form of an onerous contract, or made through an intermediary.
Single paragraph. Ascendants, descendants, siblings and the spouse or partner of the non-legitimate person to succeed are presumed interposed.
Art. 1,803. It is lawful to leave it to the concubine's son, when it is also the tester's.

CHAPTER IV
Acceptance and Waiver of Inheritance

Article 1,804. It accepts the inheritance, its transmission to the heir becomes definitive, since the opening of the succession.
Single paragraph. Transmission is not verified when the heir renounces the inheritance.
Art. 1,805. The acceptance of the inheritance, when expressed, is made by written declaration; when tacit, it will result only from acts inherent in the quality of heir.
§ 1 o Unofficial acts, such as the funeral of the deceased, merely conservatories, or administration and provisional custody, do not express acceptance of inheritance.
§ 2 The acceptance of a free, pure and simple transfer of inheritance to other co-heirs is equally important.
Art. 1,806. The waiver of the inheritance must be expressly stated in a public instrument or judicial term.
Art. 1,807. The interested party in which the heir declares whether or not he accepts the inheritance, may, twenty days after the succession has been opened, request the judge a reasonable period, not exceeding thirty days, in order to pronounce the heir therein, under penalty of be the inheritance accepted.
Article 1,808. You cannot accept or renounce the inheritance in part, on condition or for a term.
§ 1 The heir, to whom legacies are tested, can accept them, renouncing the inheritance; or, accepting it, repudiating them.
§ 2 The heir, called, in the same succession, to more than one hereditary portion, under different succession titles, may freely decide on the shares he accepts and those he resigns.
Art. 1,809. When the heir dies before declaring whether to accept the inheritance, the power to accept it passes to the heirs, unless it is a vocation attached to a suspensive condition, not yet verified.
Single paragraph. Those called to the succession of the deceased heir before acceptance, provided they agree to receive the second inheritance, may accept or renounce the first.
Article 1.810. In legitimate succession, the part of the renunciate is added to that of the other heirs of the same class and, being the only one of this class, it is returned to those of the subsequent one.
Article 1.811. No one can succeed, representing a resigning heir. If, however, he is the only legitimate of his class, or if all others in the same class renounce the inheritance, the children may come to the succession, in their own right, and in their heads.
Article 1.812. Acts of acceptance or waiver of inheritance are irrevocable.
Article 1.813. When the heir harms his creditors by renouncing the inheritance, they may, with the judge's authorization, accept it in the name of the renouncer.
§ 1 The qualification of the creditors will take place within thirty days after knowledge of the fact.
§ 2 o Pay the debtor's debts, the waiver prevails as to the remainder, which will be returned to the other heirs.

CHAPTER V
Of those excluded from the succession

Article 1.814. The heirs or legatees are excluded from the succession:
I - who have been perpetrators, co-perpetrators or participants in intentional homicide, or attempted, against the person whose succession is involved, their spouse, partner, ascendant or descendant;
II - who slandered the author of the inheritance in court or incurred a crime against his honor, or that of his spouse or partner;

III - which, by violence or fraudulent means, inhibit or prevent the author of the inheritance from freely disposing of his assets by an act of last will.
Article 1,815. The exclusion of the heir or legatee, in any of these cases of unworthiness, will be declared by sentence.
§ 1 The right to demand the exclusion of the heir or legatee is extinguished in four years, counted from the opening of the succession. (Wording given by Law No. 13,532, of 2017)
§ 2 In the event of item I of art. 1,814, the Public Ministry has the legitimacy to demand the exclusion of the heir or legatee. (Included by Law No. 13,532, of 2017)
Article 1.816. The effects of exclusion are personal; the descendants of the excluded heir succeed, as if he died before the succession opened.
Single paragraph. The person excluded from the succession will not have the right to enjoy or manage the assets that his successors fit in the inheritance, or the eventual succession of those assets.
Article 1.817. The onerous disposals of hereditary goods to third parties in good faith are valid, and the administrative acts legally practiced by the heir, before the exclusion sentence; but the heirs, when harmed, remain entitled to claim losses and damages.
Single paragraph. The person excluded from the succession is obliged to return the fruits and income that he perceived from the inheritance assets, but has the right to be compensated for the expenses with their conservation.
Article 1818. Whoever incurred in acts that determine the exclusion of inheritance will be admitted to succeed, if the victim has expressly rehabilitated him in a will, or in another authentic act.
Single paragraph. In the absence of express rehabilitation, the unworthy, contemplated in the will of the victim, when the testator, when testing, already knew the cause of the unworthiness, can happen within the limit of the testamentary disposition.

CHAPTER VI
From Jacente Heritage

Art. 1,819. When someone dies without leaving a will or a notorious legitimate heir, the assets of the inheritance, once collected, will remain under the custody and administration of a trustee, until they are handed over to the duly qualified successor or the declaration of their vacancy.
Article 1.820. Once the collection procedures have been carried out and the inventory has been finalized, notices will be issued in accordance with the procedural law, and, one year after its first publication, without a qualified heir, or a pending qualification, the inheritance will be declared vacant.
Article 1,821. Creditors are guaranteed the right to request payment of recognized debts, within the limits of the inheritance forces.
Article 1.822. The declaration of vacancy of the inheritance will not harm the heirs who are legally qualified; but, five years after the opening of the succession, the assets collected will pass to the domain of the Municipality or the Federal District, if located in the respective circumscriptions, joining the domain of the Union when located in federal territory.
Single paragraph. By not qualifying until the vacancy is declared, collateral will be excluded from the succession.
Article 1.823. When all those called to succeed renounce the inheritance, it will be declared vacant.

CHAPTER VII
From the inheritance petition

Article 1.824. The heir may, in a petition for inheritance, demand the recognition of his right of succession, in order to obtain the restitution of the inheritance, or part of it, against whoever, as heir, or even without title, has it.
Article 1.825. The inheritance petition action, even if exercised by only one of the heirs, may comprise all hereditary assets.
Article 1.826. The possessor of the inheritance is obliged to return the assets of the collection, establishing the responsibility according to his possession, observing the provisions of arts. 1,214 to 1,222.
Single paragraph. From the quotation, the responsibility of the owner must be verified by the rules concerning the possession in bad faith and default.
Article 1.827. The heir may demand the assets of the inheritance, even in the hands of third parties, without prejudice to the responsibility of the original owner for the value of the assets sold.
Single paragraph. Disposals made for consideration by the heir apparent to a third party in good faith are effective.

Article 1,828. The heir apparent, who in good faith has paid a legacy, is not obliged to pay the equivalent to the true successor, subject to the latter's right to proceed against the recipient.

TITLE II
Legitimate Succession
CHAPTER I
Of the Order of Hereditary Vocation

Article 1.829. The legitimate succession is deferred in the following order: (See Extraordinary Appeal No. 646,721) (See Extraordinary Appeal No. 878,694)

I - the descendants, in competition with the surviving spouse, unless the latter is married to the deceased in the universal communion regime, or in the mandatory separation of assets (art. 1,640, sole paragraph); or if, under the regime of partial communion, the author of the inheritance has not left private property;

II - the ascendants, in competition with the spouse;

III - the surviving spouse;

IV - collateral.

Article 1.830. The right of succession to the surviving spouse is only recognized if, at the time of the other's death, they were not judicially separated, or in fact separated for more than two years, except in this case, proof that such coexistence had become impossible without the fault of the survivor.

Article 1.831. The surviving spouse, whatever the property regime, will be guaranteed, without prejudice to the participation that may fall in the inheritance, the real right of housing in relation to the property destined to the family's residence, provided that it is the only one of that nature to be listed.

Article 1.832. In competition with the descendants (art. 1.829, item I), the spouse will be entitled to a share equal to that of those who succeed by head, and their share may not be less than the fourth part of the inheritance, if it is the ascendant of the heirs with whom to compete.

Art. 1,833. Among descendants, those in the closest degree exclude the most remote, except for the right of representation.

Article 1.834. Descendants of the same class have the same rights to succession as their ancestors.

Article 1.835. In the descending line, the children succeed by head, and the other descendants, by head or strain, depending on whether they are in the same degree or not.

Article 1836. In the absence of descendants, ascendants are called to succession, in competition with the surviving spouse.

§ 1 In the class of ascendants, the closest degree excludes the most remote, without distinction of lines.

§ 2 If there is equality in degree and diversity in line, the ancestors of the paternal line inherit half, the other being those of the maternal line.

Art. 1,837. Competing with a first-degree ascendant, the spouse will touch one third of the inheritance; half of this will be up to you if there is only one ascendant, or if that degree is greater.

Art. 1,838. In the absence of descendants and ascendants, the succession will be granted in full to the surviving spouse.

Art. 1,839. If there is no surviving spouse, under the conditions established in art. 1,830, will be called to succeed the collaterals up to the fourth degree.

Art. 1,840. In the collateral class, the closest exclude the most remote, except for the right of representation granted to the children of brothers.

Article 1.841. Competing for the legacy of the late bilateral brothers with unilateral brothers, each of them will inherit half of what each of those inherit.

Article 1.842. Not competing for bilateral sibling inheritance, they will inherit, in equal parts, unilateral ones.

Article 1.843. In the absence of siblings, they will inherit their children and, if they are not, their uncles.

§ 1 If only children of deceased brothers compete for inheritance, they will inherit by head.

§ 2 o If children of bilateral brothers compete with children of unilateral brothers, each of them will inherit half of what each of them inherits.

§ 3 o If all are children of bilateral brothers, or all of unilateral brothers, they will inherit equally.

Article 1.844. Not surviving spouse, partner, nor any successive relative, or having renounced the inheritance, it is returned to the Municipality or the Federal District, if located in the respective circumscriptions, or to the Union, when located in federal territory.

CHAPTER II
Necessary Heirs

1.845. Descendants, ascendants and spouse are necessary heirs.
Article 1.846. Half of the inheritance assets belong to the necessary heirs, constituting the legitimate one.
Article 1.847. The legitimate value of the assets existing at the opening of the succession is calculated, debts and funeral expenses are deducted, and then the value of the assets subject to collation is added.
Article 1.848. Unless there is just cause, declared in the will, the testator cannot establish an inalienability, non-enforceability, and incommunicability clause on the legitimate assets.
§ 1 The testator is not allowed to establish the conversion of the legitimate assets into others of a different kind.
§ 2 o By means of judicial authorization and if there is just cause, the recorded goods can be sold, converting the product into other goods, which will be subrogated to the first ones.
Article 1.849. The necessary heir, to whom the testator leaves his part available, or some legacy, will not lose the right to the legitimate one.
Art. 1,850. To exclude collateral heirs from the succession, it is sufficient for the testator to dispose of his assets without contemplating them.

CHAPTER III
Right of Representation

Art. 1,851. The right of representation is given, when the law calls certain relatives of the deceased to succeed in all rights, in which he would succeed, if he were alive.
Art. 1,852. The right of representation is given in the straight down line, but never in the up line.
Art. 1,853. In the transversal line, only the right of representation is given in favor of the children of brothers of the deceased, when with brothers of the latter compete.
Art. 1,854. Representatives can only inherit, as such, what the represented would inherit, if he were alive.
Art. 1,855. The share of the represented will split equally among the representatives.
Art. 1,856. A person renouncing his inheritance may represent him in the succession of another.

TITLE III
OF TESTAMENTARY SUCCESSION
CHAPTER I
TESTAMENT IN GENERAL

Art. 1,857. Every capable person can dispose, by will, of all his assets, or part of them, for after his death.
§ 1 The legitimate necessary heirs cannot be included in the will.
§ 2 o Testamentary provisions of a non-equity nature are valid, even if the testator has limited himself to them.
Art. 1,858. The will is a very personal act and can be changed at any time.
Art. 1,859. The right to challenge the validity of the will is extinguished in five years, counting the term of the date of its registration.

CHAPTER II
The Ability to Test

Art. 1,860. In addition to the incapacitated, they cannot test those who, in the act of doing so, do not have full judgment.
Single paragraph. They can test those over sixteen.
Article 1.861. The supervening incapacity of the tester does not invalidate the will, nor does the testament of the incapacitated validate with the supervenience of the capacity.

CHAPTER III
Of the ordinary forms of the will

Section I
General Provisions
Article 1.862. Ordinary wills are:
I - the public;
II - the cerrado;
III - the particular.
Article 1,863. Conjunctive will, whether simultaneous, reciprocal or corrective, is prohibited.
Section II
Public Testament
Article 1.864. Essential requirements of the public will:

I - be written by a notary or by his legal substitute in his grade book, according to the testator's statements, which may be used as a draft, notes or notes;
II - the instrument was drawn up, read aloud by the notary to the testator and two witnesses, at the same time; or by the testator, if you wish, in the presence of these and the official;
III - be the instrument, after reading, signed by the testator, the witnesses and the notary.
Single paragraph. The public will can be written manually or mechanically, as well as by inserting the declaration of will in printed parts of the grade book, provided that all the pages are initialed by the testator, if more than one.
Article 1.865. If the testator does not know, or cannot sign, the notary or his legal substitute will declare so, signing, in this case, by the testator, and, at his request, one of the instrumental witnesses.
Article 1.866. The fully deaf individual, knowing how to read, will read his will, and if he does not know it, he will designate whoever reads it in his place, witnesses present.
Art. 1,867. The blind will only be allowed to have a public will, which will be read out loud twice, once by the notary or his legal substitute, and once by one of the witnesses, appointed by the testator, mentioning everything in detail in the testament.
Section III
From the Cerrado Testament
Art. 1,868. The will written by the testator, or by another person, at his request, and by the one signed, will be valid if approved by the notary or his legal substitute, subject to the following formalities:
I - that the testator deliver it to the notary in the presence of two witnesses;
II - that the testator declares that this is his will and wants it to be approved;
III - that the notary, from the outset, draw up the approval document, in the presence of two witnesses, and then read it to the testator and witnesses;
IV - that the approval document be signed by the notary, witnesses and the testator.
Single paragraph. The closed will can be written mechanically, as long as your subscriber numbers and authenticates, with your signature, all pages.
Article 1.869. The notary must begin the approval document immediately after the testator's last word, declaring, in his faith, that the testator handed him over to be approved in the presence of the witnesses; starting to close and sew 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 affix his public sign on it, mentioning the circumstance in the record.
Article 1.870. If the notary has written the will of the testator, he may nevertheless approve it.
Article 1.871. The will can be written in national or foreign language, by the testator himself, or by others, at his request.
Article 1.872. Those who do not know or cannot read cannot dispose of their assets in a closed will.
Article 1873. The deaf and dumb can make a closed testament, as long as he writes it all, and signs it in his hand, and that, when handing it over to the public official, before the two witnesses, write, on the outside of the paper or envelope, that is his will, which he asks for approval.
Article 1.874. Once approved and closed, the will will be handed over to the testator, and the notary will post, in his book, a note of the place, day, month and year in which the will was approved and handed over.
Article 1.875. The testator deceased, the will will be presented to the judge, who will open it and make it register, ordering it to be fulfilled, if he does not find an external defect that renders him void of nullity or suspected of falsehood.
Section IV
Private Testament
1.876. The private will can be written in its own hand or through a mechanical process.
§ 1 If written in their own hand, essential requirements for its validity are to be read and signed by the person who wrote it, in the presence of at least three witnesses, who must sign it.
§ 2 If elaborated by mechanical process, it cannot contain erasures or blanks, and must be signed by the testator, after having read it in the presence of at least three witnesses, who will sign it.
Article 1.877. After the testator is dead, the will will be published in court, with a quote from the legitimate heirs.
Article 1,878. If the witnesses are contesting the fact of the disposition, or, at least, about their reading before them, and if they recognize their own signatures, as well as that of the testator, the will will be confirmed.
Single paragraph. If witnesses are missing, due to death or absence, and if at least one of them recognizes it, the will can be confirmed if, at the judge's discretion, there is sufficient proof of its veracity.

Art. 1,879. In exceptional circumstances stated on the ballot, the private will in hand and signed by the testator, without witnesses, may be confirmed, at the judge's discretion.
Article 1.880. The private will can be written in a foreign language, as long as the witnesses understand it.

CHAPTER IV
Codicilos

Article 1,881. Any person capable of testing may, by means of his own writing, dated and signed, make special provisions on his burial, on small alms to certain and certain people, or, indefinitely, to the poor of a certain place, as well as bequeath furniture, clothing or jewelry, of little value, for your personal use.
Article 1,882. The acts referred to in the preceding article, except for the right of a third party, shall be valid as codicils, whether or not the author wills will.
Article 1,883. By the method established in art. 1,881, executors may be appointed or replaced.
Art. 1,884. The acts provided for in the preceding articles are revoked by equal acts, and are considered revoked, if, in the event of a later will, of any nature, the latter does not confirm or modify them.
Article 1,885. If the codicil is closed, it will open in the same way as the closed will.

CHAPTER V
Special Wills

Section I
General Provisions

Art. 1,886. Special wills are:
I - the seafarer;
II - aeronautics;
III - the military.
Article 1,887. No special wills other than those contemplated in this Code are allowed.

Section II
Maritime Testament and Aeronautical Testament

Article 1,888. Whoever is traveling, aboard a national, war or merchant ship, can test before the commander, in the presence of two witnesses, in a way that corresponds to the public will or cerrado.
Single paragraph. The will will be recorded in the logbook.
Art. 1,889. Whoever is traveling, on board a military or commercial aircraft, can test before a person designated by the commander, observing the provisions of the previous article.
Art. 1,890. The maritime or aeronautical will will be under the custody of the commander, who will hand it over to the administrative authorities of the first national port or airport, against a receipt recorded in the logbook.
Art. 1,891. The maritime or aeronautical will will expire if the testator does not die on the trip, nor in the ninety days following his disembarkation on land, where he can make, in the ordinary way, another will.
Article 1,892. The maritime will will not be valid, even if done in the course of a voyage, if, at the time it was made, the ship was in port where the tester could disembark and test in the ordinary way.

Section III
From the Military Testament

Article 1,893. The testament of the military and other persons in the service of the Armed Forces in campaign, inside the country or outside it, as well as in a besieged square, or with interrupted communications, may be made, without a notary or his legal substitute, before two , or three witnesses, if the testator is unable or unable to sign, in which case he will sign one of them.
§ 1 If the testator belongs to a detached body or section of body, the will will be written by the respective commander, even if he is a graduate or a lower rank.
§ 2 o If the testator is being treated in hospital, the will will be written by the respective health officer, or by the director of the establishment.
§ 3 If the testator is the most senior officer, the will will be written by the one who replaces him.
Art. 1,894. If the testator knows how to write, he will be able to make the will of his fist, as long as the date and sign in full, and present it open or closed, in the presence of two witnesses to the auditor, or to the patent officer, who does it in this case. mister.
Single paragraph. The auditor, or the official to whom the will is presented, will note, in any part of it, the place, day, month and year, in which it is presented, a note that will be signed by him and the witnesses.

Article 1,895. The military testament expires, provided that, after it, the testator is, ninety days in a row, in a place where he can test in the ordinary way, unless that testament presents the solemnities prescribed in the sole paragraph of the preceding article.
Article 1,896. The persons designated in art. 1,893, engaged in combat, or injured, can test orally, entrusting their last will to two witnesses.
Single paragraph. The will will have no effect if the testator does not die in the war or recover from the injury.

CHAPTER VI
Testamentary Provisions

Article 1,897. The appointment of heir, or legatee, can be made quite simply, under condition, for a certain purpose or mode, or for a certain reason.
Article 1,898. The designation of the time in which the heir's right must begin or end, except in the trustee provisions, shall be considered unwritten.
Art. 1,899. When the testamentary clause is susceptible to different interpretations, the one that best ensures the observance of the testator's will prevail.
Article 1,900. The provision is null and void:
I - to institute an heir or legatee under the captive condition that he has, also by will, for the benefit of the testator, or of a third party;
II - that it refers to the uncertain person, whose identity cannot be verified;
III - that favors the uncertain person, committing the determination of his identity to a third party;
IV - to let the heir's discretion, or that of others, determine the value of the legacy;
V - that it favors the people referred to in arts. 1,801 and 1,802.
Art. 1,901. Will be available:
I - in favor of an uncertain person who must be determined by a third party, from among two or more persons mentioned by the testator, or belonging to a family, or to a collective body, or to an establishment designated by him;
II - in remuneration for services rendered to the testator, on the occasion of the illness that he died, even if it is up to the heir or someone else to determine the value of the legacy.
Art. 1,902. The general disposition in favor of the poor, of private charitable establishments, or of public assistance, will be understood relative to the poor of the place of the testator's domicile at the time of his death, or of the establishments there, unless it is clearly stated that had in mind to benefit those from another location.
Single paragraph. In the cases of this article, private institutions will always prefer public ones.
Article 1,903. The error in the designation of the person of the heir, the legatee, or the bequeathed thing annuls the provision, unless, by the context of the will, by other documents, or by unequivocal facts, it is possible to identify the person or thing to which the testator wanted to refer up.
Art. 1,904. If the will nominates two or more heirs, without discriminating the part of each one, the share of the testator will be shared equally among all.
Art. 1,905. If the testator appoints certain heirs individually and others collectively, the inheritance will be divided into as many quotas as there are individuals and groups designated.
Art. 1,906. If the shares of each heir are determined, and do not absorb all the inheritance, the remainder will belong to the legitimate heirs, according to the order of the hereditary vocation.
Art. 1,907. If the shares of some and not those of other heirs are determined, the remaining shares will be distributed equally to the latter, after the hereditary portions of the former have been completed.
Art. 1,908. Providing the testator who does not fit the right heir and a certain object, among those of the inheritance, he will touch the legitimate heirs.
Article 1,909. The testamentary provisions investigated for error, deceit or coercion are voidable.
Single paragraph. The right to cancel the provision is extinguished in four years, counting when the interested party becomes aware of the defect.
Article 1.910. The ineffectiveness of one testamentary disposition matters that of others that, without it, would not have been determined by the testator.
Article 1.911. The inalienability clause, imposed on goods by an act of liberality, implies untenability and incommunicability.
Single paragraph. In the case of expropriation of clause assets, or of their sale, for the economic convenience of the grantee or the heir, upon judicial authorization, the proceeds of the sale will be converted into other assets, on which the restrictions placed on the former will apply.

CHAPTER VII
Legacies

Section I
General Provisions

Article 1.912. The legacy of certain things that do not belong to the tester at the time of opening the succession is ineffective.

Article 1.913. If the testator orders the heir or legatee to give something of his property to another, if he does not do so, it will be understood that he has renounced his inheritance or legacy.

Article 1.914. If only partly the legacy belongs to the testator, or, in the case of the preceding article, to the heir or the legatee, only as regards that part will the legacy be valid.

Article 1,915. If the legacy is something that is determined by gender, it will be fulfilled, even if there is no such thing among the goods left by the testator.

Article 1.916. If the testator bequeaths his thing, singling it out, the legacy will only be effective if, at the time of his death, it was among the assets of the inheritance; if the legacy thing exists among the testator's assets, but in less quantity than the legacy, it will be effective only as far as the existing one.

Article 1.917. The legacy of something that must be found in a certain place will only be effective if it is found there, unless it is removed on a temporary basis.

Article 1.918. The credit legacy, or debt settlement, will only be effective until the importance of this, or that, at the time of the testator's death.

§ 1 o The legacy is fulfilled, giving the heir to the legatee the respective title.

§ 2 This legacy does not include debts after the date of the will.

Article 1.919. If the testator does not expressly declare it, the legacy he makes to the creditor will not be considered as compensation for his debt.

Single paragraph. The legacy will fully survive, if the debt was later, and the testator solved it before he died.

Article 1.920. The food legacy covers sustenance, healing, clothing and the home, as long as the legatee lives, in addition to education, if he is a minor.

Article 1,921. The legacy of usufruct, without fixing time, is understood to be left to the legatee throughout his life.

Article 1.922. If the person who bequeaths a property later joins new acquisitions, these, even if contiguous, are not included in the legacy, unless the testator expressly declares otherwise.

Single paragraph. The provisions of this article do not apply to necessary, useful or voluntary improvements to the legacy building.

Section II
Effects of the Legacy and its Payment

Article 1.923. Since the opening of the succession, the right thing, existing in the collection, belongs to the legatee, unless the legacy is under suspensive condition.

§ 1 The possession of the thing is not immediately deferred, nor can the legatee enter it by his own authority.

§ 2 The legacy of a certain thing existing in the inheritance also transfers to the legatee the fruits it produces, since the death of the testator, except if dependent on a suspensive condition, or an initial term.

Article 1,924. The right to request a legacy will not be exercised, as long as the validity of the will is disputed, and, in the conditional, or term, legacies, as long as the condition or term is not expired.

Article 1,925. The cash legacy only bears interest from the day the person obliged to pay it becomes due.

Article 1.926. If the legacy consists of lifetime income or periodic pension, this or that will run from the death of the testator.

Article 1.927. If the legacy is of certain quantities, in periodic installments, the first period will date from the death of the testator, and the legatee will be entitled to each installment, once each successive period has started, even if he dies before his term ends.

Article 1,928. Since the installments are periodic, they may only be required at the end of each period.

Single paragraph. If the benefits are left for maintenance, they will be paid at the beginning of each period, whenever the tester has no other disposition.

Article 1.929. If the legacy consists of something determined by gender, the heir will have to choose it, keeping the middle ground between the best and worst quality branches.

Article 1,930. The provisions of the preceding article will be observed when the choice is left to the discretion of a third party; and, if the judge does not want to or cannot exercise it, the judge will be responsible for doing so, subject to the provisions of the last part of the preceding article.

Article 1.931. If the option was left to the legatee, the legatee will be able to choose, of the determined gender, the best thing that is in the inheritance; and, if there is no such thing in this, the heir will give you from another branch, subject to the provision in the last part of art. 1,929.
Article 1.932. In the alternative legacy, the option is presumed to be left to the heir.
Article 1.933. If the heir or legatee who has the option dies before exercising it, this power will be passed on to his heirs.
Article 1.934. In the silence of the will, the fulfillment of the legacies is the responsibility of the heirs and, if there are none, the legatees, in proportion to what they have inherited.
Single paragraph. The charge established in this article, in the absence of a testamentary provision to the contrary, will be the responsibility of the heir or legatee charged by the testator with the execution of the legacy; when more than one is indicated, the encumbrances will divide the burden among themselves, in proportion to what they receive from the inheritance.
Article 1.935. If any legacy consists of something that belongs to an heir or legatee (art. 1,913), it will be up to him alone, with a return against the joint heirs, for the share of each one, unless the tester expressly disposes otherwise.
Article 1936. The expenses and risks of the delivery of the legacy are borne by the legatee, if the testator does not dispose otherwise.
Article 1937. The legacy thing will be delivered, with its accessories, in the place and state it was in when the testator died, passing to the legatee with all charges that burden it.
Article 1,938. In charge legacies, the provisions of this Code regarding donations of equal nature apply to the legatee.
Section III
Legacy expiry
Article 1,939. The legacy will expire:
I - if, after the will, the testator modifies the legacy thing, to the point that it no longer has the shape or the name that he had;
II - if the testator, by any title, alienates the legacy thing in whole or in part; in this case, it will expire as far as it no longer belongs to the tester;
III - if the thing perishes or is evicta, the testator lives or dies, without the fault of the heir or legatee responsible for its fulfillment;
IV - if the legatee is excluded from the succession, pursuant to art. 1,815;
V - if the legatee dies before the tester.
Article 1,940. If the legacy is of two or more things alternatively, and some of them perish, it will remain as for the rest; perishing part of one, it will be worth, as for its remainder, the legacy.

CHAPTER VIII
The Right to Add Between Heirs and Legatees

Article 1.941. When several heirs, under the same testamentary disposition, are jointly called to the inheritance in undetermined shares, and any of them cannot or does not want to accept it, their share will be added to that of the co-heirs, except for the substitute's right.
Article 1.942. The co-legatee will have the right to increase, when jointly appointed with respect to only one thing, determined and certain, or when the object of the legacy cannot be divided without risk of devaluation.
Article 1943. If one of the co-heirs or co-legatees, under the conditions of the previous article, dies before the testator; if he renounces the inheritance or legacy, or is excluded from them, and, if the condition under which he was instituted does not exist, his share will be added, except for the substitute's right, apart from joint heirs or joint co-legatees.
Single paragraph. Co-heirs or co-legatees, to whom has added the share of those who did not want or could not succeed, are subject to the obligations or charges that burdened them.
Article 1,944. When the right to increase is not effected, the vacant share of the nominee is transferred to the legitimate heirs.
Single paragraph. In the absence of the right to increase among the co-legatiaries, the share of what is missing is added to the heir or to the legatee charged with satisfying that legacy, or to all heirs, in proportion to their shares, if the legacy was deducted from the inheritance.
Article 1.945. The beneficiary of the addition cannot repudiate it separately from the inheritance or legacy that fits him, unless the addition involves special charges imposed by the testator; in this case, once repudiated, it reverts the increase to the person on whose behalf the charges were imposed.

Article 1.946. Legacy a single usufruct jointly with two or more people, the part of which is missing adds to the co-legatees.
Single paragraph. If there is no conjunction between the co-legatees, or if, despite the sets, only a certain part of the usufruct has been bequeathed to them, the shares of those who are missing will be consolidated in the property, as they are missing.

CHAPTER IX
Substitutions

Section I
Vulgar and Reciprocal Substitution

Article 1.947. The testator can substitute another person for the heir or the appointed legatee, in case one or the other does not want or cannot accept the inheritance or legacy, assuming that the substitution was determined for both alternatives, even if the testator only the one refer to.
Article 1.948. It is also lawful for the tester to replace many people with one person, or vice versa, and still replace with reciprocity or without it.
Article 1.949. The substitute is subject to the condition or charge imposed on the substituted person, when the intention expressed by the testator is not different, or if there is no other result of the nature of the condition or charge.
Article 1,950. If, among many co-heirs or legatees of unequal parts, reciprocal substitution is established, the proportion of the shares fixed in the first provision will be understood to be maintained in the second; if, with the others previously named, someone else is included in the substitution, the vacant share will belong equally to the substitutes.

Section II
Trustee Replacement

Article 1,951. Can the testator institute heirs or legatees, establishing that, at the time of his death, the inheritance or legacy is transmitted to the trustee, resolving the right of the latter, by his death, at a certain time or under a certain condition, in favor of others , who qualifies as a trustee.
Article 1,952. Trust substitution is only allowed in favor of those not conceived at the time of the tester's death.
Single paragraph. If, at the time of the testator's death, the trustee has already been born, the trustee will acquire ownership of the trustee assets, becoming the trustee's right of usufruct.
Article 1,953. The trustee has the property of the inheritance or legacy, but is restricted and resolvable.
Single paragraph. The trustee is obliged to carry out an inventory of the recorded goods, and to provide a deposit to return them if required by the trustee.
Article 1,954. Unless the testator provides otherwise, if the trustee renounces the inheritance or legacy, the trustee is deferred the power to accept.
Article 1,955. The trustee may waive the inheritance or legacy, and in this case, the trustee lapses, and the trustee's property is no longer resolvable if the testator does not provide otherwise.
Article 1,956. If the trustee accepts the inheritance or the legacy, he will be entitled to the part that, to the fiduciary, at any time adds.
Article 1,957. When the succession comes, the trustee is responsible for the inheritance charges that still remain.
Article 1,958. The trust lapses if the trustee dies before the trustee, or before the latter's right is resolved; in this case, the property is consolidated in the fiduciary, pursuant to art. 1,955.
Article 1,959. Trusts beyond the second degree are void.
Article 1,960. The nullity of the illegal substitution does not harm the institution, which will be valid without the resolution charge.

CHAPTER X
Disinheritance

Article 1,961. Necessary heirs can be deprived of their legitimate, or disinherited, in all cases where they can be excluded from the succession.
Article 1.962. In addition to the causes mentioned in art. 1,814, authorize the disinheritance of descendants by their ancestors:
I - physical offense;
II - serious injury;
III - illicit relations with the stepmother or stepfather;
IV - helplessness of the ascendant in mental alienation or serious illness.

Article 1963. In addition to the causes listed in art. 1,814, authorize the descendants' disinheritance by descendants:
I - physical offense;
II - serious injury;
III - illicit relations with the wife or partner of the child or that of the grandchild, or with the husband or partner of the daughter or that of the granddaughter;
IV - helplessness of a child or grandchild with a mental disability or serious illness.
Article 1,964. Only with an express statement of cause can the disinheritance be ordered in a will.
Article 1,965. It is up to the instituted heir, or to whomever enjoys the disinheritance, to prove the veracity of the cause alleged by the testator.
Single paragraph. The right to prove the cause of the disinheritance is extinguished within four years, counting from the date of the opening of the will.

CHAPTER XI
Reduction of Testamentary Provisions

Article 1,966. The remainder will belong to the legitimate heirs, when the testator has only part of the available hereditary quota.
Article 1.967. The provisions that exceed the available part will be reduced to its limits, in accordance with the provisions of the following paragraphs.
§ 1 If it is found that the available portion exceeds the testamentary provisions, the shares of the heir or established heirs will be proportionally reduced, to the extent that it is sufficient, and, not least, also bequests, in proportion to their value.
§ 2 If the testator, preventing the case, disposes that certain heirs and legatees are to be informed, the reduction will be made in the other shares or legacies, observing the order established in the previous paragraph.
Article 1,968. When the legacy subject to reduction consists of a divisible building, this will be done by dividing it proportionately.
§ 1 If the division is not possible, and the excess of the legacy amounts to more than a quarter of the value of the building, the legatee will leave the legacy property in its inheritance, leaving the right to ask the heirs the amount that fits in the part available; if the excess is not more than a quarter, the heirs will make the legatee, who will keep the building, cash.
§ 2 o If the legatee is at the same time necessary heir, he may enter his legitimate right in the same property, preferably to the others, whenever he and the remaining part of the legacy absorb the value.

CHAPTER XII
Revocation of the Testament

Article 1,969. The will can be revoked in the same way and as it can be done.
Article 1.970. The revocation of the will can be total or partial.
Single paragraph. If partial, or if the later will does not contain an express revocation clause, the former subsists in everything that is not contrary to the latter.
Article 1.971. The revocation will take effect, even when the will, which terminates it, will expire due to exclusion, incapacity or resignation of the heir appointed therein; it will not be valid if the revocation will is annulled due to omission or violation of essential solemnities or due to intrinsic defects.
Article 1.972. The closed will that the testator opens or tears, or is opened or torn with his consent, will be revoked.

CHAPTER XIII
Breaking the Testament

Article 1.973. If the descendant survives the testator, who did not have or did not know him when he tested, the will is broken in all its provisions, if that descendant survives the tester.
Article 1,974. The will made in ignorance of the existence of other necessary heirs is also broken.
1.975. The testament is not broken if the testator has his half, not considering the necessary heirs whose existence he knows, or when he excludes them from that part.

CHAPTER XIV
From the Testament

1.976. The testator may appoint one or more executors, jointly or separately, to comply with the provisions of last will.
Article 1.977. The testator can grant to the executor the possession and administration of the inheritance, or part of it, with no spouse or heirs required.
Single paragraph. Any heir can request immediate sharing, or return of the inheritance, enabling the executor with the necessary means for the fulfillment of the legacies, or giving a guarantee to render them.
Article 1,978. Having the executor in possession and administration of the assets, it is incumbent on him to request an inventory and comply with the will.
Article 1979. The appointed executor, or any interested party, may request, just as the judge may order, on his own, the holder of the will, to take it on record.
Article 1,980. The executor is obliged to comply with the testamentary provisions, within the deadline set by the testator, and to give an account of what he received and spent, his responsibility remaining for the duration of the execution of the will.
Article 1.981. It is incumbent upon the executor, with or without the assistance of the inventor and the established heirs, to defend the validity of the will.
Article 1.982. In addition to the attributions set out in the preceding articles, the executor will have those conferred by the testator, within the limits of the law.
Article 1.983. If the testator does not grant a longer term, the executor will comply with the will and will render accounts in one hundred and eighty days, counted from the acceptance of the testament.
Single paragraph. That period may be extended if there is sufficient reason.
Article 1.984. In the absence of a executor appointed by the testator, testamentary execution is the responsibility of one of the spouses, and, in their absence, the heir appointed by the judge.
Article 1,985. The task of the testamentary is not passed on to the heirs of the executor, nor is it delegable; but the executor may be represented in and out of court, by means of an attorney with special powers.
Article 1,986. If there is simultaneously more than one executor, who has accepted the position, each may exercise it, in absence of the others; but everyone is jointly and severally obliged to account for the assets entrusted to them, except if each one has, by will, different functions, and is limited to them.
Article 1.987. Unless a testamentary provision to the contrary, the executor, who is not an heir or legatee, will be entitled to a prize, which, if the testator has not fixed it, will be one to five percent, arbitrated by the judge, on the net inheritance, as its importance and greater or lesser difficulty in executing the will.
Single paragraph. The arbitrated premium will be paid to the account of the available party, when necessary heirs.
Article 1,988. The heir or the legatee appointed as executor may prefer the prize to the inheritance or legacy.
Article 1.989. The prize that the executor loses, for being removed or for not having fulfilled the will, will revert to the inheritance.
Article 1.990. If the testator has distributed all inheritance in bequests, he will exercise the executor's functions as an inventor.

TITLE IV
Inventory and Sharing
CHAPTER I
Inventory

Article 1.991. From the signing of the commitment to the homologation of the share, the inheritance will be administered by the inventor.

CHAPTER II
Of the evaded

Art. 992. The heir who withholds assets from the inheritance, not describing them in the inventory when they are in his power, or, with his knowledge, in someone else's, or who omits them in the collection, to which he must take them, or who fails to return them , it will lose its right over them.
Article 1.993. In addition to the penalty imposed in the preceding article, if the tax evader is the inventor himself, he will be removed, if the tax evasion is proven, or he will deny the existence of the goods, when indicated.
Art. 994. The penalty of tax evaders can only be claimed and imposed in an action brought by the heirs or creditors of the inheritance.
Single paragraph. The sentence handed down in the evasion action, filed by any of the heirs or creditors, will benefit the other interested parties.

Article 1.995. If the evaded goods are not returned, since the evader does not have them in his possession, he will pay the importance of the values he hid, plus the losses and damages.
Article 1.996. The inventor can only be argued of evasion after the description of the goods is closed, with the declaration, made by him, that there are no others to inventory and leave, as well as to argue the heir, after declaring himself in the inventory that he does not have them.

CHAPTER III
Payment of Debts

Article 1.997. The inheritance is responsible for paying the debts of the deceased; but, after sharing, only the heirs answer, each in proportion to the part that he inherited.
§ 1 When, prior to sharing, the payment of debts contained in documents, covered by legal formalities, is required in the inventory, constituting sufficient proof of the obligation, and there is a challenge, which is not based on the payment claim, accompanied by valuable evidence, the judge will order to reserve, in the possession of the inventor, sufficient assets for the settlement of the debt, upon which the execution will fall in due course.
§ 2 In the case provided for in the preceding paragraph, the creditor will be obliged to initiate the collection action within thirty days, under penalty of the effect indicated becoming null and void.
Article 1.988. Funeral expenses, whether or not they are legitimate heirs, will leave the inheritance hill; but those of suffrages for the deceased's soul will only compel the inheritance when ordered in will or codicil.
Article 1.999. Whenever there is a regressive action of one against another heir, the part of the insolvent co-heir will be divided proportionately among the others.
Art. 2,000. Legatees and creditors of the inheritance may require that the deceased's property be discriminated against that of the heir, and, in competition with the heir's creditors, they will be preferred in payment.
Art. 2,001. If the heir is indebted to the estate, his debt will be shared equally among all, unless the majority consents to the debt being fully charged to the debtor's share.

CHAPTER IV
Collation

Art. 2.002. The descendants who compete for the succession of the common ascendant are obliged, to equal the legitimate ones, to check the value of the donations they received from him in life, under penalty of tax evasion.
Single paragraph. For the calculation of the legitimate, the value of the goods conferred will be computed in the unavailable part, without increasing the available part.
Art. 2.003. The purpose of collation is to match, in the proportion established in this Code, the legitimate rights of the descendants and the surviving spouse, also obliging the grantees who, at the time of the donor's death, no longer own the donated goods.
Single paragraph. If, considering the values of the donations made in advance of legitimate, there are not enough assets in the collection to match the legitimate ones of the descendants and the spouse, the goods thus donated will be conferred in kind, or, when the donor no longer has them, through his value at the time of liberality.
Art. 2.004. The value of collation of the donated goods will be that, certain or estimated, that the act of liberality attributes to them.
§ 1 If the act of donation does not contain a certain amount, nor is there an estimate made at that time, the goods will be conferred on the share so that if they were calculated they would be worth at the time of liberality.
§ 2 Only the value of the donated goods will enter into collation; not so with the added improvements, which will belong to the donating heir, also incurring the income or profits, as well as the damages and losses they suffer.
Art. 2.005. Donations that the donor determines leave the available part, as long as they do not exceed it, are computed at the time of the donation.
Single paragraph. It is assumed that the liberality made to the descendant is imputed in the available part, which, at the time of the act, would not be called to succession as the necessary heir.
Art. 2.006. The waiver of the bond can be granted by the donor in a will, or in the title of liberality.
Art. 2.007. Donations subject to excess in terms of what the donor could have at the time of liberalization are subject to reduction.
§ 1 The excess will be calculated based on the value that the donated goods had, at the moment of liberality.
§ 2 The reduction of liberality will be done by restitution to the pile of excess so calculated; the refund will be in kind, or, if the asset no longer exists in the donor's possession, in cash, according to its value at the time of the opening of the succession, observing, where applicable, the rules of this Code on the reduction of testamentary provisions .

§ 3 o Subject to reduction, under the terms of the preceding paragraph, the part of the donation made to necessary heirs that exceeds the legitimate one plus the available quota.
§ 4 If there are several donations to necessary heirs, made on different dates, they will be reduced from the last one, until the elimination of the excess.
Art. 2.008. Whoever renounced the inheritance or was excluded from it, must, nevertheless, check the donations received, in order to replace what exceeds what is available.
Art. 2.009. When grandchildren, representing their parents, succeed grandparents, they will be forced to bring it up, even if they have not inherited it, which the parents would have to check.
Art. 2010. The ordinary expenses of the ascendant with the descendant, while a minor, will not come into play in his education, studies, support, clothing, treatment in illnesses, trousseau, as well as wedding expenses, or those made in the interest of his defense in the process- crime.
Art. 2011. Compensatory donations for services made to the ascendant are also not subject to collation.
Article 2.012. If the donation is made by both spouses, each person's inventory will be checked for half.

CHAPTER V
From Sharing

Article 2.013. The heir can always request the sharing, even if the testator forbids it, with equal assignment to his assignees and creditors.
Art. 2014. The testator may indicate the assets and values that must compose the hereditary shares, deciding the sharing itself, which will prevail, unless the value of the assets does not correspond to the established quotas.
Art. 2015. If the heirs are able, they can make amicable sharing, by public deed, term in the inventory records, or private writing, approved by the judge.
Art. 1616. Sharing will always be judicial if the heirs disagree, as well as if any of them is incapable.
Article 2.017. When sharing assets, the greatest possible equality will be observed in terms of value, nature and quality.
Art. 2,018. The sharing made by the ascendant, by an act between the living or of last will, is valid, as long as it does not harm the legitimate of the necessary heirs.
Art. 2,019. The insusceptible goods of comfortable division, which do not fit in the section of the surviving spouse or in the share of a single heir, will be sold in court, sharing the amount calculated, unless there is an agreement to be awarded to all.
§ 1 The judicial sale will not be made if the surviving spouse or one or more heirs request the asset to be adjudicated, restoring the difference to the others, in cash, after an updated assessment.
§ 2 If the award is requested by more than one heir, the bidding process will be observed.
Art. 2020. The heirs in possession of the inheritance assets, the surviving spouse and the inventor are obliged to bring to the collection the fruits they perceived, since the opening of the succession; they are entitled to reimbursement of the necessary and useful expenses they have made, and are liable for the damage they have caused, through intent or guilt.
Article 2.021. When part of the inheritance consists of assets that are remote from the place of inventory, litigious, or that are time-consuming or difficult to settle, the others may be shared within the legal term, reserving those for one or more shares, under the custody and the administration of the same or diverse inventory, and the consent of the majority of heirs.
Article 2.022. The evaded assets and any other inheritance assets that become known after the sharing are subject to over-sharing.

CHAPTER VI
Guarantee of Hereditary Shares

Article 2.023. Once the sharing is judged, the right of each of the heirs is limited to the assets of his share.
Art. 2,024. Co-heirs are reciprocally obliged to indemnify themselves in the event of eviction of assets.
Art. 2,025. The mutual obligation established in the preceding article ceases, if there is a convention to the contrary, and thus the eviction is due to the fault of the evicte, or due to a fact after the sharing.
Art. 2,026. The evicto will be compensated by the co-heirs in proportion to their hereditary quotas, but if any of them are insolvent, the others will respond in the same proportion, on the part of that, less the quota that would correspond to the indemnified.

CHAPTER VII
Cancellation of Sharing

Art. 2,027. The sharing is nullable by the vices and defects that generally invalidate the legal business. (Wording given by Law No. 13,105, 2015) (Effective)

Single paragraph. The right to cancel sharing is extinguished in one year.

COMPLEMENTARY BOOK
Of the final and transitional provisions

Art. 2,028. The terms of the previous law will be the periods, when reduced by this Code, and if, on the date of its entry into force, more than half of the time established in the revoked law has already elapsed.

Article 2.029. Up to two years after the entry into force of this Code, the deadlines established in the sole paragraph of art. 1,238 and in the sole paragraph of art. 1,242 will be increased by two years, whatever the time elapsed during the previous one, Law 3,071, of January 1, 1916.

Art. 2,030. The addition referred to in the previous article will be made in the cases referred to in § 4 of art. 1,228.

Article 2.031. Associations, societies and foundations, established in the form of the previous laws, as well as entrepreneurs, must adapt to the provisions of this Code until January 11, 2007. (Wording given by Law No. 11,127, 2005)

Single paragraph. The provisions of this article do not apply to religious organizations or political parties. (Included by Law No. 10,825, dated 12.22.2003))

Art. 2,032. Foundations, established under the previous legislation, including those for purposes other than those provided for in the sole paragraph of art. 62, are subordinate, as to their operation, to the provisions of this Code.

Art. 2,033. Except as provided by special law, the changes to the constitutive acts of legal entities referred to in art. 44, as well as its transformation, incorporation, spin-off or merger, are immediately governed by this Code.

Art. 2,034. The dissolution and liquidation of the legal entities referred to in the previous article, when initiated before the effectiveness of this Code, will obey the provisions of the previous laws.

Art. 2,035. The validity of business and other legal acts, constituted before the entry into force of this Code, complies with the provisions of the previous laws, referred to in art. 2,045, but its effects, produced after the validity of this Code, are subject to its precepts, unless a specific form of execution has been provided for by the parties.

Single paragraph. No convention will prevail if it contradicts public policy precepts, such as those established by this Code to ensure the social function of property and contracts.

Art. 2,036. The lease of an urban building, which is subject to the special law, continues to be governed by it.

Article 2.037. Unless otherwise specified, the provisions of law not revoked by this Code, concerning merchants, or commercial companies, as well as commercial activities, apply to entrepreneurs and business companies.

Art. 2,038. The constitution of empiteuses and subenfiteuses is prohibited, subjecting existing ones, until their extinction, to the provisions of the previous Civil Code, Law No. 3,071, of January 1, 1916, and subsequent laws.

§ 1 In the remedies referred to in this article, it is closed:

I - to charge a laudemium or similar provision in the transmission of saved goods, on the value of buildings or plantations;

II - constitute a subphenfiteuse.

§ 2 The emphyteuse of navy and added land is regulated by special law.

Art. 2,039. The property regime in marriages celebrated under the previous Civil Code, Law 3.071, of January 1, 1916, is the one established by it.

Art. 2,040. The legal mortgage of the tutor's or curator's assets, registered in accordance with item IV of art. 827 of the previous Civil Code, Law No. 3,071, of January 1, 191 6, may be canceled, subject to the provisions of the sole paragraph of art. 1,745 of this Code.

Art. 2,041. The provisions of this Code relating to the order of hereditary vocation (arts. 1.829 to 1.844) do not apply to the succession opened before its effectiveness, prevailing the provisions of the previous law (Law No. 3.071, of January 1, 1916).

Art. 2,042. The provisions of the caput of art. 1,848, when the succession was opened within one year after the entry into force of this Code, even though the will was made in the previous one, Law No. 3,071, of January 1, 1916; if, within the time limit, the testator does not add the will to declare the just cause of a clause affixed to the legitimate one, the restriction will not remain.

Art. 2.043. Until otherwise disciplined, provisions of a procedural, administrative or criminal nature, contained in laws whose precepts of a civil nature have been incorporated into this Code, remain in force.

Art. 2,044. This Code will come into force 1 (one) year after its publication.

Art. 2,045. Law 3,071, of January 1, 1916 - Civil Code and the First Part of the Commercial Code, Law No. 556, of June 25, 1850 are hereby revoked.
Art. 2,046. All references, in legislative diplomas, to the Codes referred to in the previous article, are considered to be made to the corresponding provisions of this Code.
Brasília, January 10, 2002; 181 for Independence and 114 for the Republic.

FERNANDO HENRIQUE CARDOSO
Aloysio Nunes Ferreira Filho