

CIVIL CODE

*Law number XXX of April 19, 1885, effective as of January 1
of 1888 according to article 1 of Law 63 issued by Congress
Constitution of the Republic of Costa Rica of September 28, 1887*

PRELIMINARY TITLE

1

Chapter I

Sources of Law

Article 1

The written sources of the Costa Rican private legal system are the Constitution, international treaties duly approved-two, ratified and published, and the law. Custom, uses and general principles of law are unwritten sources of the ordinance private legal framework and will serve to interpret, delimit and integrate the good written sources of the legal system.

Article 2

Provisions that contradict another of
top Rank.

Article 3

The use and custom will only govern in the absence of applicable law, provided that their existence has been demonstrated and they are not contra to morality or public order or to a prohibitive rule.

Article 4

The general principles of Law shall apply in the absence of written rule, use or custom, without prejudice to its reporting nature of the legal system.

Article 5

1. Law No. 7020 of January 6, 1986 totally modified the Preliminary Title “De the publication, effects and application of the laws ”.

Page 2

The legal norms contained in international treaties and agreements nationals will not be of direct application in Costa Rica, since have become part of the internal order through their approval by the Legislative Assembly and full publication in the official newspaper "La Gaceta".

Article 6

The Courts have the inexcusable duty to resolve, in all cases so, the matters that they know, for which the system of established sources.

Article 7

The laws will enter into force ten days after their complete and correct publication in the official newspaper "La Gaceta", if they do not has something else. However, if the error or defect includes only one or some of the norms of a law and the other provisions The terms of this will be fully valid, regardless of the subsequent publication that is made, as long as they are standards with value own that they had been applied in that way.

Article 8

The laws are only repealed by later ones and against their observance. valence cannot be alleged disuse or custom or practice to the contrary. The repeal will have the scope that is expressly provided and will also extend to everything that in the new law, on the same matter, is incompatible with the previous one.

By the simple repeal of a law, those that it would have repealed.

Chapter II

Interpretation and application of legal norms dicas

Article 9

The jurisprudence will contribute to inform the legal system with the doctrine that, repeatedly, establish the house rooms-tion of the Supreme Court of Justice and the Full Court to apply the law, custom and general principles of law.

Article 10

Page 3

The rules will be interpreted according to the proper meaning of their words, in relation to the context, historical and legislative background and the social reality of the time in which they have to be applied, attending fundamentally to the spirit and purpose of them.

Article 11

Equity must be weighed in the application of the rules, if Well, the resolutions of the Courts may only rest in the exclusively in it when the law expressly allows it.

Article 12

The analogical application of the rules will proceed when they do not consider a specific assumption, but regulate another similar in the that identity of reason is appreciated, except when some rule prohibits that app.

Article 13

Criminal, exceptional and temporary laws are not will apply to cases, or at times other than those included expressly in them.

Article 14

The provisions of this Code shall apply as supplementary to matters governed by other laws.

Article 15

Provided that nothing else is established, within the periods indicated by days, counting from a certain one, will be excluded from the calculation,

which should start the next day if the deadlines are set for months or years, they will be computed from date to date, according to the calendar Gregorian.

When in the expiration month there is no day equivalent to the beginning of the computation, it will be understood that the term expires the last of the month.

Article 16

Non-working days are included in the civil calculation of the deadlines. Yes the last day is non-business, the term will be extended to the day next immediate skillful.

Chapter III

General effectiveness of legal norms

Article 17

The error of law will produce only those effects that laws determine.

Article 18

The voluntary exclusion of the applicable law and the waiver of the rights recognized in it, they will only be valid when they do not contradict the interest or public order or harm third parties.

Article 19

Acts contrary to imperative and prohibitive norms are null and void, unless they establish an effect different for the case of contravention.

Article 20

The acts carried out under the text of a norm, which won a result prohibited by the legal system; or contrary to him, will be considered executed in fraud of the law and will not prevent the due application of the rule that has been tried to evade.

Article 21

The rights must be exercised in accordance with the requirements of the good faith.

Article 22

The law does not protect the abuse of the right or the antisocial exercise of East. Any act or omission in a contract that by the intention of its author, by its object or by the circumstances in which it is carried out, exceeds the normal limits of the exercise of a right are manifestly, with damage to a third party or to the counterpart will give rise to the corresponding compensation and the adoption of judicial or additional measures ministerial measures that prevent persistence in abuse.

Chapter IV

Norms of Private International Law

Article 23

The laws of the Republic concerning the status and capacity of people oblige Costa Ricans for any legal act or agreement treatment that must have its execution in Costa Rica, whatever the country where the contract is executed or concluded; and also oblige foreign; Regarding the acts that are executed or contracts that are celebrate and have to be executed in Costa Rica.

Article 24

Costa Rican laws govern real estate located in the Republic, although they belong to foreigners, they are already considered goods in isolation, already in relation to the rights of the owner as part of an inheritance or other universality.

Article 25

Personal property belonging to Costa Ricans or foreigners domiciled in the Republic will be governed as the properties located in Costa Rica; but the furniture belonging to foreigners does not myiliates in the Republic, they will only be governed by Costa Rican laws when considered in isolation in itself.

Article 26

The prescription and everything that concerns the way of complying or ex-waive the obligations that result from any legal act or agreement treatment to be executed in Costa Rica, will be governed by the laws Tarricenses, although the grantors are foreigners, and although the act or contract has not been executed or celebrated in the Republic.

Article 27

For the interpretation of a contract and to determine the mediating effects coughs or immediate that result from it, resort to the laws of the place where the contract was entered into; but if the contracting parties had They have the same nationality, the laws of their country will be used.

In wills, the laws of the country where you have your domicile of the testator.

Regarding marriages, the laws of the place where the spouses have agreed to settle; and, in the absence of that agreement, to those of the country where the petitioning spouse resides given, or, in the case of separation, to those of the domicile of any of they.

Article 28

Regarding the form and external solemnities of a contract or of a legal act that must have effect in Costa Rica, the grantor or Grantors may be subject to Costa Rican laws or those of the country where the act or contract is executed or celebrated.

For the cases in which the laws of Costa Rica require instru-public agreement, private deeds will not be worth, whatever the strength of these in the country where they were granted.

Article 29

Marriage contracted by foreigners outside of Costa Rica, with According to the laws of the country in which it is held, it will have all the effects civil rights of the legitimate marriage, provided that it is not included between marriages that are legally impossible.

Article 30

Whoever bases his right on foreign laws must prove the existence of

tence of these.

BOOK I

OF PEOPLE ²

TITLE I

EXISTENCE AND LEGAL CAPACITY OF PEOPLE

Chapter I

Existence of people

Article 31

The existence of the natural person begins at birth alive and is considered born for everything that favors her from 300 days before her birth I lie.

The legal representation of the unborn child corresponds to the person who would exercise as if he had been born and in case of impossibility or incapacity your city, to a legal representative.

2. (The numbering of BOOK I of this Code was modified by article 2 of the Law 7020 of January 6, 1986. Articles 13 to 61, amended by Law 5476 Family Code of December 21, 1973, the numbers are now 31 to 79 inclusive).

Article 32

If two or more are born from the same birth, they will be considered equal in rights that depend on age.

Article 33

The existence of legal persons comes from the law or from the It came according to the law.

The State is a full legal entity.

Article 34

The legal entity of the natural person ends with the death of that person.

ta; and that of legal persons when they cease to exist in accordance with the law.

Article 35

If because two or more people have perished in the same event, ment, or for any other reason it is not possible to know the order in who have died, such persons will be presumed to have died in a same moment.

Chapter II

Of the capacity of people

Article 36

Legal capacity is inherent to people during their existence. tencia, in an absolute and general way. Regarding physical persons cas, is modified or limited, according to the law, by your marital status, your volitional or cognitive ability or legal capacity; in juridic, by the law that regulates them. (Amended by Law 7640 of 14 of October 1996)

Article 37

People who have reached eighteen are of legal age years; and minors, those who have not reached that age.

Article 38

The minor of fifteen years is a person absolutely incapable of be bound by acts or contracts that he personally performs, except for those specifically determined by law. (amended by article 2, Law 2 REFORM OF ARTICLES 14 AND 64 OF THE FAMILY CODE, LAW No. 5476; ARTICLE 38 OF THE CIVIL CODE, LAW No. 63; THE ARTICLE 181 OF THE PENAL CODE, LAW No. 4573; AND REPEAL OF SECTION 3) OF ARTICLE 15, ARTICLE 19 AND SECTION C) OF ARTICLE 65 OF THE FAMILY CODE, TO PREVENT THE MARRIAGE OF PEOPLE UNDER FIFTEEN YEARS, eight February 2007. –Published in the Official Gazette No. 43

Article 39

The acts or contracts that the person over the age of fifteen performs by himself being even less, they will be relatively null and may cancel at the request of his representative or the minor himself when he reaches the majority, except:

1. If it is your marriage; Y
2. If he executes or celebrates the act or contract saying that he is greater and the party with whom he contracted had a rational reason to admit as true such statement.

Article 40

The rules of the two previous articles do not include the obligations civil actions arising from illegal acts.

Article 41

Acts or contracts that are carried out without volitional and cog-harmful will be relatively nil, unless the disability is determined declared judicially, in which case they will be absolutely null. (Reformed by Law 7600 of Equal Opportunities for People with Disabilities, of May 2, 1996)

Article 42

(Repealed by Law 7600 on Equal Opportunities for Persons with Disabilities, of May 2, 1996)

Article 43

Legal persons for an unlimited time and those that although for limited time they are not for profit they will not be able to acquire goods

real estate for consideration; and those who acquire for free will be converted into movable securities within one year from the date of acquisition. If the conversion is not made in that time, the State may have them judicially finished, handing over to the respective entity Give the liquid proceeds of the sale.

This prohibition does not include the State, its institutions, Municipalities municipalities and Cooperative Associations, nor to real estate that are indispensable for the fulfillment of the purposes of the legal areas mentioned in this article.

TITLE II

PERSONALITY RIGHTS AND NAME OF PEOPLE

Chapter I

Personality rights

Article 44

Personality rights are out of business.

Article 45

Acts of disposition of one's own body are prohibited when cause a permanent decrease in physical integrity except those authorized by law. It is valid to have one's own body or part you from him for after death.

Article 46

Anyone can refuse to undergo an examination or treatment. medical or surgical treatment, with the exception of vaccination cases mandatory or other measures relating to public health, safety employment and the cases provided for in article 98 of the Code of Family.

However, if a person refuses to undergo a medical examination, that is necessary to prove certain controversial facts in court. discharges, the judge may consider as proven the facts they tried to demonstrate by way of examination.

Article 47

The photograph or image of a person cannot be published, reproduced, exhibited or sold in any way other than with its

justice of the peace, or public function that it performs, the needs facts, events or ceremonies of public interest or that have place in public. Images and photographs with stereotyped roles that reinforce discriminatory attitudes towards social sectors cannot be published, reproduced, exhibited or sold in any way. (Amended by Law 7600 on Equal Opportunities for Persons with Disabilities of May 2, 1996)

Article 48

If an image or photograph of a person is published without their consent performance and is not within the exceptions provided in the previous article, it can request the Judge as a measure precautionary without resources, suspend the publication, exhibition or sale of photographs or images, without prejudice to what is resolved in definitive. The same measure may be requested by the person directly affected, its representatives or accredited interest groups, in the case of image or photographs that stereotype discriminatory attitudes. (Reformed by Law 7600 on Equal Opportunities for Persons with Disabilities of May 2, 1996).

Article 49

Everyone has the right and the obligation to have a name that identifies it, which will be formed by one or at most two words used as a given name, followed by the first surname of the father and mother's first surname, in that order.

Article 50

The Auxiliary Registrars of the Civil Status Registry, upon receipt of the declaration of a birth shall record a simple or composed of two names as indicated by the person who makes the statement. In the event that the Assistant Registrar records three or more names, the Registry will make the registration taking into account only the first two.

Article 51

When a person is presented as the child of unknown parents, two, the Registry officer will give you a first and last name, record this circumstance in the minutes. In this case, the officer cannot impose foreign names or surnames or those who can do suspect the origin of the foundling. You will not use a name or surname

that may cause mockery or discredit to the infant, or expose it to public service.

Article 52

When the child has been born out of wedlock, the surnames of the mother. If she had only one, it will be repeated for the son.

Article 53

Everyone has the right to object to someone else using their own name, if it does not prove your legitimate right to use it. The right to controvert the misuse of a name by another person, is transmitted to the claimant's heirs.

Article 54

Every Costa Rican registered in the Civil Status Registry can change your name with the authorization of the Court, which will be done by the procedures of voluntary jurisdiction promoted for this purpose.

Article 55

Once the request for change is submitted, the Court will order publish an edict in the Official Gazette granting a 15-day term to present oppositions.

Article 56

In any request for a name change or modification, the Public Ministry and before deciding what is appropriate, the Court recalls will provide a report of prior good conduct and lack of record applicant's police officers. It will also inform the Ministry of Public security.

Article 57

The change or alteration of the name does not extinguish or modify the obligations responsibilities or responsibilities contracted by a person under his / her name previous bre.

Article 58

The pseudonym used by a person in a way that they have acquired the importance of the name, it can be protected according to the articles precedents of this chapter.

Article 59

The right to obtain compensation for moral damage is established, in cases of injury to personality rights.

TITLE III

Single chapter

Of the address

Article 60

The real domicile of a natural person is the place where they have established I have become the principal place of business and interests. In the absence of this, the place where it is.

Article 61

The domicile of legal entities recognized by law is the place where your address or administration is located, except what is stated dispose by its statutes or special laws. When I have agents or permanent branches in places other than where it is located the address or administration, the address will also be the place of the branch or agency, with respect to the acts or contracts that cuten or celebrate through the agent.

Article 62

The change of address for natural persons is made by their transfer to another place with the intention of establishing the headquarters of their business there or interests.

The proof of intention results from a declaration made, both competent official of the place that is abandoned, as well as of the where the address is transferred. In the absence of an express declaration, the Proof of intent will depend on the circumstances.

Article 63

Special addresses may be established by law or legal act. In the latter case, the choice is valid if it is made in a public document. and, if it was done in a private document, as long as it is recognized do. The task of choosing an address may not be left to a third party special.

If the resignation of the domicile is not accompanied by the choice of al- A special act, authorizes the other party to act either in the domicilio that the renouncer had when entering into the contract or in his. (Reformed by Law 7640 of October 14, 1996)

Article 64

Minors and elders in conservatorship will have the domicile of their legal representatives.

Article 65

People held in a prison, correctional facility, mental or of another nature will have the address of said establishment as long as they remain in it.

Article 66

The domicile of the succession of a person is the last that this person had; and in the case of not being able to know what it was, the place where the most of your assets.

TITLE IV

OF THE ABSENCE

Chapter I

Previous provisional measures to the declaration of absence

Article 67 ³

When a person disappears from their place of residence without leaving attorney and his whereabouts are unknown or it is known that he is outside the Republic, in case of urgency and at the request of an interested party, appoint a curator for a certain business, or for the administration of all if necessary.

The same will be observed when, in the same circumstances, it expires the power conferred by the absent or insufficient for the case.

Article 68

³ Modified this phrase " *or of the Attorney General of the Republic* ", by paragraph 3 article 219 of Law 8508, Contentious-Administrative Procedure Code of April 28, 2006 and entered into force on January 1, 2008.-

In choosing the curator, preference will be given:

1. To the spouse present, as long as they are not separated in fact or of law;
2. To the presumptive heirs;
3. To those who have the greatest interest in the conservation of the assets.

In the absence of the above persons, the judge will appoint a curator.

Article 69

The provisions on conservatorship in general will be observed in the provisional absence of undeclared absentees, in what is applicable.

Article 70

At any time after the disappearance of a person without have received news of him, the National Children's Trust may take the measures it deems appropriate to protect its minor children; six months after the disappearance of the Without having received any news from him, a tutor will be provided to his minor children when appropriate guardianship.

Chapter II

Declaration of absence and its effects

Article 71

Any interested party may demand the declaration of absence two years after the day the absentee disappeared without there has been news from you or after receiving the latest, but if left general proxy for all or most of his businesses, the declaration of absence may not be requested, as long as they have not ten years since the disappearance of the absentee or since his last news.

These deadlines will be cut in half when the latest news that was found to be absent were that he was seriously ill or in danger of death.

Five years after the absentee disappeared, or since his

Article 72

Once the absence is declared, they will be placed in provisional possession of the assets of the absent, heirs, legatees, donees and all who have rights over his assets subordinate to his death.

They must provide sufficient bond or guarantee to ensure the results two of his administration.

To establish the quality of heir, the time of the last news and, failing that, the day of the disappearance of the absent person.

Article 73

The declaration of absence is produced by the effect of dissolving the certainty that would end with the death of the absentee.

Article 74

Heirs and other persons placed in provisional possession they are, with respect to the absent, administrators; regarding third parties will be held as heirs and must comply with the obligations of such and represent judicially and extrajudicially the absent; in respect of the goods they have in possession. They may not compromise or compromise to arbitrate the businesses that interest him and that are worth more than thousand colones, without prior judicial authorization, given by virtue of having justified the usefulness or convenience of the transaction or commitment.

Article 75

Those who, as a result of provisional possession, have enjoyed all the assets of the absentee, they will not be obliged to return but the fifth of the liquid fruits received; when the restitution of property is made within five years after the entry into possession Zion; and the tenth when the restitution is made after this term.
My no.

After ten years from the entry into possession they will only be obliged two to return the goods.

Article 76

The property of the absent person may not be sold or mortgaged before definitive possession but because of necessity or utility manifest, declared by the judge.

Article 77

If the absent person reappears or his existence is proven, during the provisional status, the effects of the declaration of absence shall cease,

detriment, if any, of dictating the measures prescribed in chapter first of this title.

If the absent person reappears or his existence is proved after the final session, will recover the goods in the state in which they are and the price of those who have been alienated.

Chapter III

Presumption of death and its effects

Article 78

If the absence has continued for twenty years after the death appearance or for ten years after the declaration of absence, or of the latest news, or if it has been eighty years since the absent, the judge, at the request of the interested party, will declare the presumption of death.

Once this declaration is made, the definitive possession of the goods will be given, without the need for a bond, to their presumptive heirs at the time of the disappearance, or the latest news and others interested that Article 54 speaks, being canceled the guarantee given for the possession provisional sion.

Article 79

At any time that the death of the absentee is proven, it will be deferred his inheritance among the heirs.

The holder of the hereditary assets must return them with the fruits established in article 57 unless the inheritance has been prescribed tenure for the course of the ordinary term, which will be counted from the declaration of presumption of death or since the death of the sentence if it happened after the declaration.

Articles 62 to 231

Article 3 of Law 5476 of December 21, 1973, CODE DE FAMILIA, repealed articles 62 to 231 of the Civil Code. Entered govern six months after its publication, Scope 20 to La Gaceta 24 Tuesday, February 5, 1974.

TITLE X

CIVIL STATUS REGISTRATION

Article 232 to 252

They were repealed by Organic Law 1535 of the Electoral Registry of December 10, 1952, and includes chapters I, II, III, and IV of this title.

BOOK II

OF THE ASSETS AND THE EXTENSION AND PROPERTY MODIFICATIONS

TITLE I

OF THE DISTINCTION OF THE GOODS

Chapter I

Of the goods considered in themselves

Article 253

Assets consist of things that are legally movable or in-furniture, corporeal or incorporeal.

Article 254

They are immovable by nature:

1. The lands, buildings and other constructions that are made in the earth.
2. The plants, while they are attached to the earth, and the fruits remain teeth of the same plants.

Article 255

They are by provision of law:

1. Everything that is attached to the ground, or attached to buildings and constructions, in a fixed and permanent way.
2. Easements and other real rights over real estate.

Article 256

All things or rights not included in the articles above higher, they are furniture.

Article 257

Movable things are divided into expendable and non-expendable, according to that are consumed or not for the use to which they are intended.

Article 258

Corporal things are all, except real and personal rights. them, which are incorporeal things.

Article 259

Real law is the one that is had in a thing, or against a thing without relationship to a certain person. All real law supposes the domain or the limitation of any or some of the rights that it comprises from. The real right can be constituted to guarantee an obligation purely personal.

Article 260

The personal right can only be claimed from a certain person and who by an act of his or by provision of the law has contracted the obligation correlative tion.

Article 261

Public things are those that, by law, are destined in a way permanent service to any general utility service, and those of which all can be used for being given to the public use.

All other things are private and privately owned.
even if they belong to the State or the Municipalities, who for the case, as civilians, they are not different from any other person.

Article 262

Public things are out of commerce; and they will not be able to enter him, as long as it is not legally provided for, separating them from public use co to which they were destined.

Article 263

The way of using and taking advantage of public things is governed by the respective administrative regulations, but the issues

arise between individuals, on better right or preference to use and use of public things, will be resolved by the tribunes-
them .

TITLE II

OF THE DOMAIN

Chapter I

General disposition

Article 264

The domain or property over a thing includes the rights:

1. Possession
2. Of usufruct
3. Transformation and disposal

4. Defense and exclusion; Y
5. Of restitution and compensation.

Article 265

When the owner does not have all the rights that comprise of the freehold, the property is imperfect or limited.

In accordance with the provisions of the property regime in domain, may belong to different owners, the floors, premises, the offices, parking lots or apartments into which they are divided one or more buildings, in the case of vertical constructions in several floors or levels, or houses, premises, offices and parking lots, when the development is not vertical but horizontal and, in the cases of private urbanizations, both the lots into which the land is divided like the constructions that rise above them. In these cases, Each owner will be the exclusive owner of his flat, premises, office, es-parking lot, house or lot and will be the joint owner of the assets Common use; in addition, the different figures can be combined. The Assets subject to this regime will be known as condominiums. (Amended by article 40, Law 7933 Regulating Property in Condominium of October 28, 1999).

Article 266

The property and each of the special rights it comprises, have no limits other than those admitted by the owner and the im-set by provisions of the Law.

Article 267

For property ownership to have all legal effects them, it must be duly registered in the General Register. General of the Property.

Article 268

Except in cases exempted by law, any limitation of the property over real estate, must also, to harm a third party, be registered in the Property Registry.

Article 269

Any limitation of property over real estate, in favor of one or more people, must be temporary and cannot be established by over ninety-nine years. The non-temporal limitation in favor of a person makes this the owner of the thing.

Article 270

When a thing simultaneously belongs to two or more persons, The owners jointly exercise all the rights of the owner. singular river, in proportion to the part that each has in the property commonality.

The co-owner cannot, however, dispose of a specific part nothing of the thing, without first having been awarded in the respective division.

Article 271

Every owner has the right to oblige his co-owners to tax for the expenses of the conservation of the thing or common law, unless they renounce the part that may correspond to them.

Article 272

No owner is obliged to remain in community with his co-owner, and may at all times demand the division, except:

1. In the cases of mercantile companies or joint ventures munes, in all of which will be observed what the special law and respect tively arrange.

2. If the thing or the right is by its nature absolutely independent divisible.

3. Repealed by Law 7933 Regulating Property in Condo-Minio of October 28, 1999.

3. When, in the case of real estate, its subdivision contravenes ne the rules of urbanism ”. (Added by article 72 of the Urban Planning Law 4240 of November 15, 1968)

Article 273

If the thing is only indivisible in itself, and the co-owners do not come in that it is awarded to one of them, reintegrating the others the money, the thing will be sold and the price will be shared.

Article 274

The co-owners cannot waive the right to demand the division; but they can agree that the thing is kept in common for a certain period of time, provided it does not exceed five years, gables always by new agreements.

Article 275

Talent productions are the property of their author, and are They will be governed by special laws .

Article 276

The ownership of waters and mines and the rights that confer they are related, they will only be governed by common laws insofar as they do not conflict with the special laws on water and mines.

Chapter II

Of the right of possession

Article 277

The right of possession consists of the faculty that corresponds to a person to have under his power and will the thing object of the right cho.

Article 278

The right of possession is acquired together with the property and is made effective for the occupation or tradition of the right or thing in question.

Article 279

Regardless of the property right, the property right is acquired session:

1. By consent of the owner. The optional acts or of Simple tolerance does not give the right of possession.
2. Due to the fact of keeping possession for more than one year. Year it runs from the moment possession is publicly taken; or if it was taken clandestinely, as long as it is recorded to the deprived.
3. In all cases in which the law, as security of the creditor, authorizes to retain the thing of its debtor, or orders that all, or some- us of the assets of this pass to the power of a depositary.

Article 280

The right of possession can be acquired and exercised on behalf of pio or on behalf of another.

Article 281

The fact of possession presumes the right to possess, while after another do not try to correspond that right.

Article 282

The fact of possession subsists, as long as the possession of the co- sa or enjoyment of the right or the possibility of continuing one or the other.

Article 283

In doubt, it is presumed that the holder of the thing owns in name own and that possession continues in the name of the one who started it.

Article 284

For possession for more than one year to confer the right to seer, it is necessary that such possession is in good faith.

Article 285

In all cases where the law requires possession in good faith, it is agreed considers the possessor of good faith who in the act of taking possession

he believed he had the right to possess. If there was reason enough for doubt that such a right corresponds to him, he should not be considered as you are in good faith; but if the possession is in good faith in principle pio, does not lose that character by the mere fact that the owner doubts subsequently of the legitimacy of their right. Cease to be good faith the possession at the moment of acquiring the certainty that see improperly, and also ceases from the notification of the claim in which another claims the right to possess.

Article 286

In case of doubt, possession is presumed in good faith.

Chapter III

Of the right of usufruct

Article 287

By virtue of the right to usufruct things, they belong to the pietario all natural fruits; industrial or civil that they produce may be ordinary or extraordinary .

Article 288

Natural fruits are spontaneously produced by the earth, and animal products and offspring; industrial fruits are what are obtained by work or cultivation; and the interest of the money, the rent of the things and the price of the lease of the farms, buildings or any other property, are civil fruits.

Article 289

When the right to fully or partially benefit from something, corresponds to one or more persons other than the owner, that right This will be governed by the title in which it has been constituted, in default or science of the title, by legal rules or established for that purpose.

Chapter IV

Article 290

The right of transformation includes the power of the owner of a thing to modify it, alter it and even destroy it in all or in part.

Article 291

The owner may also transfer or transmit to another the whole or part of your property.

Article 292

The rights of transformation and sale are inherent to the property and no owner can be forced to transform or not transform, to alienate or not to alienate, but in the cases and in the way as provided by law. It is allowed to establish limitations on free disposition of the goods, only when they are transferred by free title. But they will not be valid for a period greater than ten years, Except in the case of minor beneficiaries, in which this term may be extended until the beneficiary reaches 25 years of age. They will be void for contrary to the interest, and the free disposition of property as an attribute of the domain, the limitations established by longer than indicated in this article and, consequently, The Public Registry will ignore them as soon as they exceed the terms indicated, considering the good free from all restrictions tion. (Amended by Law 2112 of April 5, 1957)

Article 293

The owner may be obliged to dispose of his property for the fulfillment of obligations contracted or for reasons of public utility war.

The cases in which expropriation for reasons of use is permitted publicity, and the manner in which it is carried out, shall be regulated by law special .

Article 294

The patrimony or joint total of the goods and rights of a person sona, it can only be transferred to another person or persons by inheritance.

Chapter V

Of the rights of exclusion and defense

Article 295

The owner has the right to enjoy his property, excluding any other person, and to use for that end all the means that the laws do not prohibit.

Article 296

The owner, the usufructuary, the user and anyone who owns as owner they have the right to oblige the owners of the properties confinants to concur in the demarcation of boundaries between their gave and theirs, making the demarcation and marking out you think common.

You also have the right, if any of the landmarks that demarcate their property, to request that the one who moved it put it to its cost and compensate you for the damages that the removal would have caused sado.

Article 297

The demarcation of boundaries will be made according to the titles of each one, and lack of sufficient titles for the case, according to the results re of the possession in which the confinants were.

Article 298

If the titles do not determine the limits or the area of each plot and the issue cannot be resolved by possession or by other means of evidence in contentious trial, the demarcation will be made, distributing the land object of the contest in equal parts.

Article 299

If the extension resulting from the set of all the titles of the confinants is greater or less than that of the entire land, the excess or lack will be distributed proportionally among them.

Article 300

If the landmarks had been wrongly placed by a Unanswered title, the error will be rectified without being able to oppose the prescription.

Article 301

Measuring a piece of land, whether protested or not, is not enough by itself to prove possession of the same land.

Article 302

Every owner or possessor has the right to close his property or possession with walls, fences, ditches or in any other way that appropriate, except for easements constituted in favor of another property and what the police regulations provide.

Article 303

Within the radius of towns, villages and cities, any property tary can oblige its neighbor to contribute to the construction or repair of the dividing line between their buildings, patios, corrals or gardens.

The height of the dividing line will be determined by the corresponding glaments.

In the absence of regulations and customs, the divide that is built It will be at least ten feet tall by now.

Article 304

The neighbor who does not want to contribute to the closing costs or visory, you can get rid of them by giving up half the ground you have of raising the fence or wall and renouncing to the party.

Article 305

The owner and the possessor of whatever kind may be fender your property or possession by repelling force with force or resorting to the competent authority.

Article 306

The possessor in bad faith cannot use force against the one to who corresponds a better right to own the thing; and if with know-foundation of that right I will use force to maintain possession, will be subject to the same civil and criminal liability as that that with violence deprives another of what legally belongs to him.

Article 307

To obtain the protection of the authority, it is enough to prove the fact be possessor, unless the claim is against the immediate and prior previously owned as owner, in this case, whoever requests the detection, also prove, or that for more than a year has owned public and peacefully as owner, or who has any other legitimate title to own.

Article 308

In the case of non-apparent continuous easements, or services discontinuous customs, the claim, to be admissible, must be based on title that comes from the owner of the servant estate, or from those of whom there was.

Article 309

Whoever disturbs or disturbs another in his possession, will prevent the judge who refrains from doing wrong to the possessor, under warning that otherwise the penalties with which the law punishes will be applied the crime of disobedience to authority.

Article 310

If the threat to the rights of the owner or possessor, comes of any new work that someone starts, or the disrepair of a building, construction or tree, the new construction will be suspended or in a state that offers complete security for the building, construction or tree that is the subject of the claim.

Article 311

When the new work, or the poor condition of the building, construction or tree could harm any public thing or be a threat to the passers-by, anyone who has an interest can become a plaintiff. you as if it were to defend your property or possession, without prejudice of the police measures that may take place in accordance with the law.

Article 312

In case of new construction put on hold, the interested parties must air their rights in ordinary proceedings; and in this, the judge can, according to the circumstances and reconciling the interests of the parties and the public, or decree the demolition of the work, or allow it to be ga and conclude with an obligation to compensate damages.

The protection of authority to the possessor who is disturbed or disturbed in its possession, it does not affect the questions about property or better right to own.

Article 314

It is lawful for farmers to destroy animals at any time brave that damage their fields and plantations.

Article 315

He has the same right with respect to pigs and domestic birds, in fields where there are grains and other fruits pending that those animals could harm.

Chapter VI

Of the rights of restitution and compensation

Article 316

Every owner has the power to claim the thing ob-property, and the free enjoyment of each and every one of the rights who it understands.

Article 317

The holder, of whatever kind, also has the right to claim possession of which has been improperly deprived, and once spare in it is considered, for the purposes of prescribing, as if not would have been dispossessed. It will not be able to take possession in a way violent, nor by the one to whom it legally corresponds; while the ac-The owner who opposes it must be claimed in court.

Article 318

To be restored in the enjoyment of a right, it is enough that the holder prove the fact of possession and of having been deprived of it illegal-mind.

Article 319

The holder's claim will not be admissible, if it is directed against another that he has a better right to possess, unless he has been stripped of possession with force or violence.

Article 320

The claim can be directed against anyone who has as owner, and subsists while another has not acquired the property of the thing by positive prescription.

Article 321

The claim against the person who possessed the bad faith and has ceased to possess; and although the claimant prefers to lead turn against the current possessor, regarding the time that the thing in your power, you will have the obligations and responsibilities that correspond to the possessor in bad faith, by reason of fruits, deterioration and damages.

Article 322

The ordinary action on the right of possession, can be directed against anyone who claims to have a better right to possess.

Article 323

The most summary action to regain possession can be directed as against whoever unduly deprived the possessor of it, and against the one who currently owns the thing or right in question.

Article 324

Whoever violates, usurps or harms the property or rights of another, is obliged to compensate the offended party for the damages caused by his fault is caused to him.

Article 325

The compensation for offense to the rights of others will consist, if

there was no intention of dispossession, in the restitution of the thing or usur-
pation and in the payment of damages.

If the restitution of the thing is not possible, the culprit will pay the value of it, and if the value cannot be fixed and settled, it will be at said of the injured party, unless the estimate made by him was notoriously excessive, because in such a case it will be reduced by the judge to terms as equitable.

Article 326

If the act or omission that motivates the compensation is of two or more individuals, all will be jointly and severally bound to indemnify.

Article 327

The possessor in good faith who must return something, will not be obliged to pay damages or to return the fruits that may have been received before notification of the claim or to respond to the deterioration that without their fault would have happened to the thing.

Article 328

In addition, the possessor in good faith will have the right to the claiming pay him the price he has given for the thing, the value of the goods, necessary facilities and tools, and to remove the materials from pure adornment, provided the separation can be done without detriment to the thing claimed and that the owner refuses to pay the value that they will have such materials after they are separated. As long as he is not pay what is owed to you, you can retain the thing in your possession.

Article 329

The possessor in bad faith is responsible for any damage that may occur suffered the thing, unless they come from nature or a vice of the same thing, or to justify that they would have occurred even when this in the possession of the owner; and is obliged to restore fruits, not only perceived, but rather those that the owner could have perceived with target intelligence and activity, having the thing in his power. If not the fruits exist, it must be the value they had or would have had at the time type of perception.

Article 330

The possessor in bad faith has the right to have the value of the necessary improvements; with respect to tools, it has the same rights as the holder in good faith; those of pure adornment cannot withdraw them or claim anything for them

Article 331

It will be understood that the separation of the materials is detrimental of the thing claimed, when it will leave it in a worse state than before the improvements are executed, unless the possessor can and does want to immediately restore it to its previous state.

Article 332

All essential expenses will be considered necessary improvements for the conservation of the thing, and as useful those that have increased the venal value of the thing.

The estimation of the necessary improvements will be made, if they leave a permanent material result, for the value they have at the time of restitution or for the actual cost, as appropriate to the claimant; if not leave a permanent material result, for the actual cost or for the benefit that reports to the claimant, as he chooses.

The useful improvements, with respect to the possessor in good faith, will be estimated for what they are worth, at the time of restitution, the works in which the improvements, or by the greater value that by virtue of them the thing at that time, at the choice of the claimant.

Article 333

Whoever, after answering the demand, has been put by his fault in the inability to restore the thing, will be considered for the Effects of restitution and compensation as a possessor in bad faith.

Article 334

The restitution made to the possessor by virtue of a judgment summar, it does not affect at all the questions about property or better right to possess.

OF THE RIGHTS OF USUFRUCT, USE AND
ROOM SEPARATE FROM THE PROPERTY

Chapter I

Of the constitution of the usufruct and
of the rights of the usufructuary

Article 335

By any of the ways because the domain of the goods, usufruct rights can be acquired over them; but the usufruct of movable property or of a comprehensive community of property movable and immovable property may only be constituted by testament, and once thus constituted, it is transferable as the usufruct of real estate.

Article 336

It is forbidden to constitute the usufruct in favor of two or more people, so that they enjoy it alternatively or successively.

Article 337

The usufructuary has the right to enjoy all the ordinary fruits rivers, whether natural, industrial or civil, produced by the thing whose usufruct belongs to him.

Article 338

The natural and industrial fruits pending at the time they start part the usufruct, they belong to the usufructuary; and the earnings to time of extinction, correspond to the owner.

The civil fruits belong to the usufructuary, day by day, and by the duration of the usufruct.

Article 339

The usufructuary has the right to enjoy the easements and other rights inherent to the thing usufruct, as well as the increase that occurs by alluvium to the farm whose usufruct belongs to it.

Article 340

He also enjoys, in the same way that the owner of the mines and quarries that were under tillage at the beginning of the usufruct; but don't have- He has no right to undiscovered mines or to treasures may find during the usufruct.

Article 341

The usufructuary can enjoy for himself or for others the thing in which have constituted their right, and dispose of it freely, by all means allowed by law, but with precise limitation to time that the usufruct lasts.

Article 342

The usufructuary can make improvements in the usufruct useful and recreational facilities as you see fit, provided you do not alter the shape or substance of it, but not for that reason he will be entitled to compensation guna, concluded the usufruct; However, if improvements can separate- I know without detriment to the thing, you can take them.

Article 343

The usufructuary, as a general rule, cannot make things a use other than its nature or that of it towards the owner.

Article 344

The usufructuary can use all the means that correspond to the owner to maintain his right.

Article 345

Can the usufructuary compensate the deteriorations with the improvements made and exist at the end of the usufruct.

Chapter II

Obligations of the usufructuary

Article 346

The usufructuary is obliged to give a guarantee, even when it is not

stipulated, if abused, already causing deterioration in the estate, already leaving it destroyed for lack of repair; as well as when by the change of circumstances of the usufructuary, it does not offer the same guarantee as when the usufruct is constituted.

Article 347

If the usufructuary does not provide the guarantee within the term that the judge will point out, he will order, at the request of the owner, that the properties under lease or are put under administration and that the livestock are sold, so that the price is given at interest or used in remunerative companies; in this case, the income, interest or fruits of the assets given in administration, will be delivered to the usufructuary.

Article 348

The usufructuary who, without the consent of the owner, alienates your right, in any way, will be liable for the damages that the goods suffer because of the one who replaces him.

Article 349

If the usufruct has been constituted in a herd or a community activity of animals, the usufructuary will be obliged to substitute with

the new offspring, those that are missing for any reason; but yes all animals perish by accident or disease, without fault of the usufructuary, he will not be obliged, with respect to the owner, but to hand over the spoils that may have been saved. If cattle or herd perishes in part, through no fault of the usufructuary, you will have this option to continue in the usufruct, replacing the missing cattle, or to cease in it, delivering those that have not perished and the spoils that have saved.

Article 350

The usufructuary of fruit trees or bushes is obliged to replace with trees or shrubs those that perish naturally.

Article 351

The usufructuary must make the necessary ordinary repairs. bles for the conservation of the thing.

Article 352

Regarding extraordinary reparations, the usufructuary has the obligation to notify the owner in a timely manner, so that the run. If he does not want to execute them, the usufructuary may make them at his cost, with the right to collect from the owner the higher value than, for reason for the repairs, the estate will have at the end of the usufruct.

Article 353

The universal usufructuary of an inheritance is obliged to pay the lifetime pensions and food bequests. And being it only of an aliquot part, you must contribute proportionally to your right cho, to the payment of such food or pensions. There are no obligations tion in this regard, when the usufruct falls on one or more things certain of the inheritance, if not by express clause to the contrary.

Article 354

The estate responds to the mortgage prior to the usufruct. Yes the owner cancels said mortgage, the usufructuary must pay him the interests of the amount disbursed; and if the usufructuary is who covers the mortgage debt, will have the right to demand from the owner at the end of the usufruct, the amount that he would have paid, but without interests.

Article 355

The usufructuary, while the usufruct lasts, is obliged to pay the ordinary taxes that the laws determine.

Article 356

Extraordinary contributions will fall on the usufructu-
tuada. If the owner covers the amount of these contributions, the usufructuary will pay, while the usufruct lasts, the interests of the amounts disbursed by him. If the amounts were paid by the usufructuary, may collect them from the owner at the end of the usufruct, but without interest.

Article 357

The usufructuary must notify the owner of any fact that have notice and may harm the rights of this; if I don't, is responsible for damages.

Chapter III

Of the extinction of the usufruct

Article 358

The usufruct concludes:

1. Because the usufructuary ceases to exist.
2. For the non-use of the thing in use during the necessary time. laughed to prescribe.
3. For total loss of the thing on which the right falls.

Article 359

The usufruct not constituted in favor of individuals, will not last longer than thirty years.

Article 360

The usufruct granted until a fact is verified ends when the fulfillment of the condition becomes impossible.

Article 361

If the thing is lost only in part, the usufruct continues for the remainder.

tea.

If the building in which the usufruct is constituted is destroyed, the usufructuary will rebuild it to continue enjoying the usufruct; and after this, the owner will pay at his choice, or the value of the thing or capital invested in its rebuilding.

Article 362

If the usufruct was constituted in a rustic farm of which it was part the destroyed building, the usufructuary may enjoy the land and materials, without the need to rebuild the building.

Article 363

When there is expropriation of the thing usufruct due to public utility, the price of the farm will be placed at interest, and the usufructuario will enjoy the rent, during the time it was established Your right.

Article 364

The usufruct constituted for the benefit of several people for all their Life ends only by the death of the last. The right of that they die adds to the survivors.

Article 365

Once the usufruct is over, the thing returns to the owner, except for the are in which the usufructuary has to be reimbursed sums that because of the usufruct, it corresponds to pay the owner; what in such In this case, the usufructuary or his heirs may retain the thing until the due remuneration of those amounts.

Chapter IV

Of use and room

Article 366

When instead of the full usufruct corresponds to a person the use of the thing or room of the building, in the absence or definition of the title,

This right will be governed by the usufruct rules with the following modifications.

Article 367

He who has the use of the fruits of a farm, cannot demand more than enough to meet your needs and those of your family.

Article 368

The user cannot sell, rent, or in any way transfer to another your right.

Article 369

If you consume all the fruits of the property or occupy the entire building, you are obliged to pay the cultivation expenses, the repairs of conservation and payment of contributions, in the same way as the usufructuary.

If you only perceive a part of the fruits, or occupy no more than a part-building, will contribute to the expenses mentioned in the previous article superior, in proportion to the benefit received.

TITLE IV

EASTS

Chapter I

General disposition

Article 370

Easements cannot be imposed in favor or in charge of a person, but only in favor of a fund or in charge of it.

Article 371

Easements are inseparable from the farm to which it activates or passes They really belong.

Article 372

The easements are indivisible. If the servant estate is divided between two or more owners, the easement remains unchanged, and each of them have to tolerate it in its part. If the property dominant is the one that is divided, each of the new owners will enjoy of the easement, but without increasing the tax on the servant property.

Article 373

The owner of the servant estate cannot decrease, nor do more comfortable for the dominant property, the easement with which it is encumbered do yours; but as regards the mode of servitude, he can make its cost any variation that does not harm the rights of the property dominant.

Article 374

He who has the right to an easement, has it equally to the means necessary to exercise it, and can do all the necessary works thinkable for that object, but at its expense, if it has not been stipulated contrary; and even when the owner of the servant property has obliged to carry out the works and repairs, he may exonerate himself from this obligation, leaving the part of the property in which there are or should be plays.

Article 375

The extent of the easements is determined by the title.

Chapter II

Of the constitution and extinction of the servitudes

Article 376

The properties are all presumed free until the constitution is proven. custody of servitude.

Article 377

The owner of a farm cannot constitute any easement on it, but insofar as it does not harm the rights of the whose favor is in some way limited his property.

Article 378

Easements that are continuous and apparent at the same time can be constituted by agreement, by last will or by the simple use of the one and patience of the other.

Article 379

Discontinuous easements of all kinds and continuous ones do not rents, can only be constituted by agreement or by last will. Possession, even immemorial, is not enough to establish them.

Article 380

The existence of an apparent sign of servitude continues between two properties, established by the owner of both, is enough for the servitude continues actively or passively, unless at the time of separate ownership of the properties, the contrary is expressed in the title the alienation of any of them.

Article 381

Easements are extinguished:

1. By the resolution of the right of the person who has constituted the service dumb.
2. By the arrival of the day or the fulfillment of the condition, if it was constituted, for a certain time or under condition.
3. By confusion, that is, the perfect and irrevocable meeting of ambos properties in the hands of a single owner.
4. By remission or resignation of the owner of the dominant property.
5. For the non-use during the time necessary to prescribe.
6. For the properties to come to such a state that they cannot be used as servidum; but it will revive as soon as the impossibility ceases to exist, provided this happens before the expiration of the statute of limitations.

Article 382

A particular mode of treatment can be acquired and lost by prescription exercise the easement, under the same terms that can be acquired or miss bondage.

**OF THE CHARGES OR LIMITATIONS OF
PROPERTY IMPOSED BY LAW**

Chapter I

General disposition

Article 383

Private ownership of real estate is subject to certain charges or obligations that the law imposes on it in favor of neighboring properties, or for reasons of public utility.

Article 384

Obligations due to public utility are governed by the regulations special mentions. They are also governed by special laws which are refer to the water branch, although they are established in interest or benefit direct from individuals.

Article 385

The provisions of the easement title shall apply to the limitations property regulations imposed by law, insofar as it does not oppose the special prescriptions on these loads.

Chapter II

Of the dividing

Article 386

The wall that serves as a separation between buildings, patios or gardens, and the fences, ditches or open ditches between different properties party walls are presumed, if there is no title or sign that demonstrates otherwise.

Article 387

There is a sign contrary to the dividing wall:

1. When there is a building or windows on only one side of the wall.
2. When the entire wall, fence, ditch or ditch is known to be made on the land of one of the farms
3. When fences that completely enclose an estate, they are of a different species from those of neighboring estates in the other non-contiguous sides.
4. When the earth or brush removed from the ditch or ditch to open it or cleaning it, it is only on one side, unless the inclination of the terrain would have required it so.

In all these cases it is presumed that the property of the wall, ca, acequia or ditch belongs exclusively to the owner of the farm that it has these outward signs in its favor.

Article 388

Reconstruction and repairs of the wall, fence, trench or dividing ditch are the responsibility of those who are entitled to it, proportionally to what corresponds to each one.

Article 389

Any co-owner can build next to a dividing wall, and make it rest in it braces or runs, taking all the thickness of the wall minus a decimeter; but the neighbor has the right to do head the tie down to half a wall, when convenient ga to support another construction in the same place.

Article 390

Any co-owner can raise the dividing wall up to where permitted by general or local regulations; but it must pa-he alone shall pay the expense of the greatest height, and compensate his neighbor whatever want damage caused.

Article 391

If the dividing wall is not in a state of suffering the greatest damage, ture, whoever wants to build it must rebuild it entirely to his own

expenses, and what exceeds thickness must be taken from your side.

Article 392

Page 42

The neighbor who has not contributed to the greater height, can acquire the shareholding in it, paying half of the land that occupies the largest thickness and half of what it cost.

Article 393

Without the consent of the other, neither of the neighbors can do excavation in the body of a dividing wall neither support nor close works, or do anything that harms the rights of the co-owner.

Article 394

If one of the owners of the fence, ditch or ditch, requires it
ge, the care and conservation of the common dividing line may
It is proportionally between the owners, according to the extension of it.

Chapter III

Of the obligation of passage

Article 395

The owner of a property nestled among other strangers, with no way out or without enough exit to the public highway, you have the right to demand passage through neighboring properties for the exploitation of theirs, paying the value of the necessary land and any other damage.

Article 396

The owner of the land to whom the passage is required may object, as it is possible to establish the passage over another property, with equal advantages for the one who requests it, and minor inconveniences for the one who has to give it up.

Article 397

The owner of the property that has to undergo the step, has the right to indicate the place where it should be verified. If the plaintiff does not accept it
The judge will make the appointment, trying to reconcile the interests of the two estates.

Article 398

The width of the passage will be that which is sufficient to meet the needs of the applicant. you, in the judgment of the judge, not being able to exceed six or less than two others, but by agreement of the interested parties.

Article 399

If obtained the right of way in accordance with the articles precedents, it is no longer essential for the nestled property because the owner acquires comfortable access to the road, the one forced to take the step will have the right to request that he be exonerated of the obligation, restoring what upon being established would have been paid for the value of the land.

Article 400

If any part of a property is sold or exchanged, or if it is awarded any of those who owned it in common, and that part is nailed, the right of passage without compensation shall be deemed granted in favor of nization.

Chapter IV

From various other burdens and limitations

Article 401

Neighbors are obliged to beat their houses, both on the streets nets and balconies as in the ridges.

Article 402

Whenever to prevent the ruin of a building or to avoid others considerable damage, it is essential to form scaffolding in the neighboring property, or hinder or disturb in something the rights of the owner, he is obliged to allow it, provided that the works, as far as they can disturb him, be reduced to what is strictly necessary, and that filling the object, things are restored to their previous state, at the expense of the owner of works, who must also compensate the damages that with them would have caused.

Article 403

No one can plant trees near another's inheritance, except at different distance of five meters from the dividing line, if the plantation is made of large trees, and two meters, if the plantation is of shrubs or trees. small bowls.

Article 404

If the branches of some trees are spread over the estate, garden dines or neighboring yards, the owner of these shall have the right to demand that cut, as soon as they spread over their properties; and if it were the roots of neighboring trees those that extend into the ground of another, the one in whose soil they are introduced will be able to cut them within their give for yourself.

Article 405

No one can build near an alien wall or party wall, wells, sewers, aqueducts, furnaces, forges, chimneys, stables, corrosive materials, steam engines or other factories intended for uses that may be dangerous or harmful; without keeping the distance or do the necessary works so that this fact does not result in damage to Wall.

Article 406

The owner of non-dividing dividing wall can open windows and skylights, provided they are trimmed by iron bars and a wire net, and that are far from the floor of the house to which you want to light, two and a half meters at least (Amended by Law 1352 of 14 June 1951).

Article 407

Windows or balconies that overlook the rooms cannot be opened. tions, patios or corrals of the neighboring property, unless a distance of three meters.

Article 408

The distance shall be measured between the vertical plane of the line most overhang of the window or balcony, and the vertical plane of the dividing line of the two properties, at the point where these lines narrow more, if they are not parallel.

TITLE VI
OF THE MORTGAGE AND THE Pledge

Chapter I

Of the mortgage

Article 409

The mortgage is constituted in a public deed by the owner of a real estate, to guarantee own or other people's debt.

It is not necessary the express acceptance of the person in whose favor constitutes the mortgage.

It can be divided materially or meet, for a single time, the in-mortgaged furniture. But to carry out these same operations on the resulting farms, the debtor or owner of the property needs the feeling of the mortgagee, doing in each case the respective tive replacement warranty.

In the case of batch segregations, proceed as if it were ra of material divisions. In both cases, he cannot be released by-any action if the parties do not establish the responsibility of the rest, in accordance with article 413. (Added by Law 3363 of August 6 of 1964).

Article 410

Only those who can sell it can mortgage. They are not susceptible to mortgage:

1. Assets that cannot be disposed of.
2. The fruits or pending income with separation from the property that produces.
3. Furniture permanently placed in a building unless it is with this.
4. Easements, except with the dominant property

5. The rights of use and habitation.
6. The lease.
7. The right to own a thing in any way other than the owner.

Article 411

The mortgage of a farm embraces:

1. The fruits at the time when the obligation is demanded already
ble
2. The improvements and increases that come to the farm, as well as natural aggregations.

A meeting cannot be granted when farms are hypothecated independently in favor of different creditors. When only one of the properties to be collected is taxed, it is understood both

the guarantee has been extended, unless otherwise stipulated in the act River. (Added by Law 3363 of August 6, 1964).

3. The compensation that the owner may collect for cause insurance, compulsory expropriation and damages. (Added by Law 3450 of November 5, 1964).

4. In buildings and developments subject to the property regime in condominium, the right that over the common goods corresponds to the owner of the subsidiary farm. (Added by Law 7933 Regulating Condominium Property of October 28, 1999).

Article 412

The mortgage constituted as guarantee of an obligation that earns interest *rés*, does not respond to the detriment of a third party more than the three days before the demand, and those that run after it.

Article 413

The guaranteed obligation must be limited; and when they get mortgaged properties for the security of a loan, the liability

bility of each.

Article 414

Constituted a mortgage for an open credit with a limited amount, guarantees the quantities delivered at any time and for various These purposes, as long as they do not exceed the predetermined amount. Any payment made by the debtor, will automatically create availability to be used in the manner agreed by the parties. (Reformed Article 2 of Law 7460 of November 29, 1994)

Article 415

The mortgaged property and each of its parties respond, whichever-whoever is its owner, to the payment of the debt.

Article 416

Every time the debtor verifies a partial payment, he has the right to demand the reduction of the mortgage. When there are several hypotecadas, it is exclusively his responsibility to make the imputation of gos, unless otherwise agreed.

Article 417

Whenever the mortgaged property has to be judicially sold, the will cite all mortgagee.

If the farm is sold in bankruptcy or by execution of first-in-grade mortgagee, will be received by the free buyer lien.

If the sale is made by foreclosure of a lower grade mortgage, rior, the buyer will receive the farm with the previous encumbrances of condition not met or term not expired; but if the credits before that are already required, the buyer will also receive it free of liens and the price of it will be distributed among the creditors according to the order of their respective credits.

Article 418

In cases where the buyer must receive the farm free of charge,

when concurring creditors with unexpired term credit reduce the credit with the legal interest discount, unless the credit to accrue interest, in which case no such discount will be made.

If creditors whose credits depend on a specific condition, the amount that their credits are worth will be deposited to make them payment if the condition is met.

When the price of insurance or compulsory expropriation comes to replace the farm, the mortgagees will be paid on their order and in the manner explained.

In none of the specified cases will the payment of the non-enforceable credits, if the debtor offers sufficient guarantees or term of the extinguished.

Article 419

The third owner of the mortgaged property will be required, if the debtor does not pay within the legal term, so that within ten days verify the payment of the sum that guarantees the farm, or abandon it to the execution. The requirement is unnecessary if the third owner acquires wants the farm after the obligation of the mortgage has expired.

Article 420

The third owner cannot claim excuse, nor retain the property until the payment of what corresponds for the improvements and expenses that it's done.

Article 421

The convention that stipulates for the creditor is null, in case of not compliance on the part of the debtor, the right to appropriate the goods mortgaged.

Article 422

It is allowed to waive in the mortgage deed, the procedures of the executive judgment. In this case, the judicial sale will of course be cial, serving as a basis the price set by the parties in the deed; yes The price had not been set, it will be established by experts.

Article 423

Once the judicial sale has been carried out in the event that the executive judgment procedures, the debtor may enforce in the ordinary way the rights that assist him because of the execution, but without that stops the sale of the property made in favor of a third.

Article 424

The mortgage is extinguished with the main obligation and for all means because the other obligations are extinguished. Are extinguished also by the resolution of the constituent's right, in cases in that according to the law the resolution actions harm a third party; and for judicial sale in cases in which the buyer must receive the estate free of encumbrances. (Amended by article 1 of Decree No. XVI of December 12, 1887).

Article 425

Legal mortgages recognized by previous legislation only They will subsist to the detriment of a third party for two years. The interested can of course demand that such legal mortgages be replaced with a special mortgage.

Chapter II

Of the mortgage bonds

Article 426

A mortgage can be constituted to respond to a loan representing by cédulas, without anyone, not even the owner of the property mortgaging-do, is personally obligated to pay the debt. To this kind of mortgages are applicable the provisions on mortgage constituted to guarantee a personal obligation, with the modifications that are contained in the following articles.

Article 427

Only the mortgage of certificates may be constituted on real estate that are not encumbered with a previous common mortgage; but the mortgage of Cédulas does not prevent the constitution of other mortgages of the same class to obtain certificates of second or later degree, nor the constitution back of common mortgages.

Article 428

A regular mortgage can be replaced with a bond mortgage. them, provided that the debtor and creditor agree on this and that cancel the first when constituting the second.

Article 429

Any mortgage on cédulas will be constituted by making it appear in writing public ture. Once established and registered, the certificates will be issued.⁴
(Amended by article 1 Law 358 of August 12, 1941).

Article 430

The cédulas must be issued in national currency. However, It will be done in foreign currency to answer for credits obtained two abroad, with companies or banks domiciled outside the country. In either case, they must be the value of a multiple of one hundred.⁵ to.

All certificates must be signed by the property owner mortgaged, or by its legitimate representative, and by the general registrar, the assistant general registrar, the cédulas registrar, or any-wants another registrar specially designated by the first to that effect, and will express:

4. Article 2 of Law 358 indicates that this law will not come into force until the Executive Power so agrees, and the corresponding report is legally issued. regulation.
5. The Constitutional Chamber, by vote 0027-95 at 4:18 p.m. on January 3, 1995, stated: ... it should be understood that the restrictions on subscription of Mortgage bonds in foreign currency prescribed in the first paragraph of the Article 430 of the Civil Code, in its current text, according to the reform of Law No. mere 6965 of the twenty-second of August of one thousand nine hundred and eighty-four, of any effect contrary to that indicated in the antecedent previously stated transcribed. In other words, mortgage bonds can be issued, both in currency national as well as foreign, without restriction, therefore, the sentence of that paragraph that says: " ... *prior authorization from the Central Bank.*"

1. The necessary data to be able to identify the mortgage properties-
das, which may not be more than one.

2. The total amount imported by the mortgage to which the certificate is

and the amount imported by the mortgages for previous certificates, if the
bière.

3. The name and surname of the person in whose favor it is issued and the date and place of payment.

4. If more than ten years have passed since the expiration of the term for payment, the card will not take effect after this date in judgment of third parties, provided that the Registry does not reveal circumstances that involve collection management or credit recognition or other interruption of the prescription. The registrar, when registering new titles those related to the respective farm, will ignore such tax.

Provided that a loan accrues interest and that it does not have discounted or paid in principal, upon maturity of the obligation tion, so many coupons will be added to each ID that serve as a title for the bearer for the collection of those, such as quarters or semesters -a choice of the holder - it contains the term.

Each coupon will express the respective quarter or semester, the amount given to which the interests of the same mount, the number of each card and the registration of the affected property. The ID will express the number of coupons and their respective expiration dates. (Amended by Law 6965 of August 22, 1984).

Article 431

The mortgage certificate has the same probative force and value as the public deed testimony. It can be transferred by endorsement in white, and the acquirer can also, even without filling out that endorsement or put a new one, pass it on to anyone else.

The endorsement of cédulas does not constitute the responsibility of the endorser.

Article 432

Without prejudice to the evidence to the contrary, the owner of the dula the bearer of it; provided it contains a nominal endorsement in white, which supports such a presumption. Endorsements will be reputed as well authentic until proven otherwise.

Article 433

For the mortgage of cédulas it is not necessary that when being constituted creditor, and certificates can be issued in favor of the same owner of the mortgaged property, who, like any other person, na, you can trade them even after they expire. (Reformed by Decreto 46 of July 12, 1895).

Article 434

In all mortgage of cédulas the procedures will be considered waived of executive judgment, and the basis for the auction of the mortgaged property will be the value of the first mortgage. Who has the right to request the auction, you may do so based on the ID or IDs in your possession, regardless of those found in other people's. When the buyer must receive the property free of encumbrances, will pay the executor in full his credit if the auction amount I will be able to cover all the issuance of the issued certificates and coupons; otherwise, you will be paid in proportion to your credit. In one and Otherwise, the rest of the price will be deposited to respond to the of the certificates and coupons not presented in the execution, and will yield to the cancellation of the lien in the Registry. (Reformed by Law 113 of July 6, 1940).

Article 435

The cedula mortgage guarantees, in addition to the capital, the interests current, delay and execution expenses. (Reformed by Law 15 of May 26, 1892).

Article 436

In the event that the farm deteriorates until it is insufficient to cover the value of the mortgage to which she responds, any holder of Cédulas can request the sale, even if the term is not expired, and with the price of it, payment will be made with the discount indicated by law for advance payments.

Article 437

If the owner of the property does not take care of it and take care of it properly, and for this reason, it is exposed to devaluation to the point of becoming insufficient sufficient to cover the mortgage or mortgages for which it responds, any The owner of cédulas can request that the administration be removed from the holder. tion of the farm and given to someone else.

Article 438

When the sale or administration to which the two articles refer above, it is requested by the owner of a certificate of a lower order, that is agreed or resolved may not harm anything to the certificates of a previous mortgage.

If the execution has been established for the collection of interest from Non-enforceable certificates, the acquirer will receive the property with the lien of all the cédulas of the same issue and with the coupons of interest not presented for payment. But if the auction product is less than the amount of the mortgage debt, it will be deposited for split pro rata among all co-creditors. (Reformed by Law 15 of May 26, 1892).

Article 439

The cancellation of the mortgage must be done:

- a) By means of a public deed.
- b) By execution delivered in ordinary trial; Y
- c) By order issued in foreclosure regarding that of a grade lower than the lien that served based on the judgment.

In the first and last cases together with the registrable document The corresponding identity card must be presented so that the Registrar at the sign the cancellation, cremated it. (Amended by Law 358 of 21 of August 1941).

Article 440

If the debt does not accrue interest, the owner of the farm can obtain at any time, before the deadline, the cancellation of the hypo-teak of cédulas, consigning the full value of these.

But if there are interest coupons, the consignment must include additionally, the value of the coupons issued.

The holder of a non-prescribed coupon may demand its amount before the judge, at whose order the deposit is. Six months later the prescription, the unclaimed sum will be delivered to the depositor opportunely namente. (Amended by Law 15 of May 26, 1892).

Garment (6)

Articles 441 to 447

Repealed

TITLE VII

FROM THE PUBLIC REGISTRY

Chapter I

General disposition

Article 448

The Public Registry includes:

1. The Property Registry.
2. The Mortgage Registry.
3. The Registry of Persons.

Article 449

The Registry is public and can be consulted by any person.
na. It is the responsibility of the Directorate of each Registry to determine the form and the means in which the information can be consulted, without risk of become adulterated, lost or deteriorated. (Amended by Law 7764, Code Go Notary Public of April 17, 1998).

Article 450

Only the titles that appear in public deed can be registered, of execution or other authentic document, expressly authorized by law for this purpose.

Article 451

Registration may be requested by anyone interested in ensuring the right in question to register or by its representative or attorney-in-fact.

Whoever submits the document is presumed to have power for this effect.

6. Articles 441 to 447 were repealed by article 3 of the Provisions Transitory Law on October 5, 1941.

Article 452

Real rights can be constituted by whoever has registered their de-right in the Registry or by whoever acquires it in the same instrument of its constitution.

Article 453

Any registration made in the Public Registry will express:

1. The time and date of the presentation of the title in the Registry.
2. The name and residence of the Court, Judge, Charter or official nary authorizing the title
3. The nature of the title to be registered and its date.

Article 454

If in any inscription it is omitted to express any of the general or special circumstances required by law, or if express-ren differently from how they appear in the title, it may be rectified at any time at the request of the interested party; but said rectification it does not harm a third party except from its date.

If due to omission of circumstances or due to obscurity or inaccuracy express them, a third party is misled, the Registrar will be responsible for damages.

Article 455

The titles subject to registration that are not registered do not harm to third, but from the date of its presentation to the Registry.

The third party who has not been a party to the act or contract to which the registration refers.

The entry for personal credit will not have the quality of third party, with respect to rights, real born in public deed previously given to the annotation of the seizure or kidnapping decree.

However, if the public deed was presented to the Registry after three months of its granting and there is already an annotation of embargo, or of kidnapping, these will prevail over that, unless that the person who derives his right from the deed can demonstrate in ordinary judgment against the annotator that his right is true and not On the other hand, a judgment that must be presented within the three months following the

date of presentation of the deed and with respect to which the provisions of article 978.

When registering the deeds for real rights presented within of the three months following its granting, the annotations or seizure entries of which merit has been made without need for management or occurrence, or resolution that declares it, and the The registrar will place the aforementioned entries in the margin of the nes or inscriptions, reason for having been without any value or effect, regarding the respective assets or rights, by virtue of the provisions to in this article. (Amended by Law 2928 of December 5, 1961).

Article 456

The registration does not validate the acts or contracts registered that are null or voidable according to the law. However, the acts or contra- that are executed or granted by person to which the Registry pray with the right to do so, once registered, they will not be invalidated in as for a third party, even if afterwards the right of the grantor by virtue of an unregistered title or of implicit causes or of causes that although explicit do not appear in the Registry. (Modified by Decree XVI of December 12, 1887).

Article 457

Termination or resolution actions will not harm a third party who you have registered your right.

Except:

1. The actions of termination or resolution that owe their origin to causes that, having been expressly stipulated by the parties, recorded in the Registry.

2. Rescission actions for disposals in creditor fraud- res, in the following cases:

1. When the second sale has been for profit; Y

2. When the third party has learned of the fraud of the debtor. (Amended by Decree XVI of December 12,

Article 458

The organization of the Registry and the rights and obligations of the Registrar, will be determined in special regulations.

Chapter II

From the property registry

Article 459

In the Property Registry the following will be registered:

1. The titles of domain over real estate.
2. Those in which they are constituted, recognized, modified or ex-have usufruct rights, habitation use, easements and any-want other reals other than the mortgage.

The titles in which the lease of real estate is consigned may to sign up or not; but they will only harm a third party if they had I credit.

Operations referring to buildings or departments subject to the regime contemplated by the Horizontal Property Law, will be registered in a special section, through a double registry of parent estates and affiliated farms, duly related. (Added by Law 3670 of Horizontal Property of March 22, 1966). *This paragraph is repealed by article 41 of Law 7933 Regulating Property in Condominium of October 28, 1999.*

Article 460

Any registration made in the Property Registry, relative to a property, will express, in addition to the circumstances of all inscription:

1. The nature, situation, capacity, boundaries and name and number if recorded, of the property that is the object of the inscription or affected by the right to register.

2. The nature, value, extent, conditions and charges of any-kind of right to be registered.

3. The nature, extent, conditions and charges of the right to which constitutes the one that is the subject of the registration.

4. The name, surnames and general names of the person in whose favor make the registration and those of the one that transmits or constitutes the right cho to register.

In the second and subsequent entries relating to the same purpose-ca, the circumstances of subsection 1 will not be repeated, but references will be made of the modifications indicated by the new title and of the entry in that the inscription is found.

Article 461

Easements will be recorded in the property registration of the dominant property and of the servant.

Article 462

Registered a title transferring the ownership of the real estate, you cannot register any other that contradicts the registered right.

Article 463

Of all inscription made in the other Registries, relative to a property, a note will be taken in the registration of the Property dad.

Chapter III

From the mortgage registry

Article 464

In the Mortgage Registry, the titles in which the constitute, modify or extinguish any mortgage right.

Article 465

The entry made in this Register must express, in addition to the general circumstances:

1. The names, surnames and qualities of the debtor and creditor.
2. The amount of the credit and its terms and conditions; yes credit it causes interest, the rate of them and the date from which they must run.
3. Citation of the number of the mortgaged property in the Registry of the Property, and volume and folio in which it finds its description; or nature of the mortgaged real right with the other circumstances that characterize.

Chapter IV

From the registry of people

Article 466

In the Registry of Persons the following will be registered:

1. The executives and authentic documents by virtue of which the civil capacity of the people is modified.
2. The sentence declaring the absence or presumption of death, and who are the heirs placed in provisional or definitive possession of the goods.
3. The one that declares insolvency or bankruptcy, and the acceptance of the appointment of curators.
4. The certification stating the acceptance of the appointed executor done by the testator, by the judge or by the heirs.
5. The public instrument in which a civil society or they are given representation; and the one in which he becomes a proxy a public corporation. (Modified this subsection by Law 218 of Asso- of August 2, 1939 and by article 2 of Law 6020 of August 3, January 1977).
6. Any general or general power of attorney.
7. Marriage agreements when by virtue of them Establish a real estate community between the spouses.

Article 467

The entry in the Register of Persons will state, in addition to the conditions of any seat, the kind of disability, faculty or right resulting from the title, indicating the name, surname and neighborhood of the people who appear in the document.

Chapter V

Of the provisional annotations

7

Article 468

7. Reformed the title of Chapter V by article 178 of the Notarial Code, Law 7764 of April 17, 1998.

The following shall be provisionally recorded:

1. Demands on the ownership of real estate determined nados and any others on the property of real rights or in those that request the constitution, declaration, modification or termination of any real right over real estate.
2. Demands on cancellation or rectification of seats of registry.
3. The demands on the declaration of presumption of death, incapacity to administer and any other for which it is a question of caring the civil capacity of the people regarding the free disposition of your assets.
4. The decree of seizures and seizure of real estate, without need to practice the kidnapping procedure.
5. The titles that cannot be definitively registered by any defect that prevents it. That provisional entry will have a valid for one year and will be canceled in fact if within this term will not correct the defect.

The validity of the annotations contemplated in paragraphs 1),

2), 3), 4) of this article, will be determined in accordance with the term of the extinctive prescription corresponding to the obligation or right in question. These provisional annotations do not prevent the registration of documents submitted subsequently. Elapsed said Term is canceled without the need for a declaration or a seat. This type of annotations will be considered as a pending lien on the property. Any purchaser of a listed asset will accept, implicitly, the results of the trial and the registrar will record it as well in the respective seat, when registering new titles.

The expiration period referred to in paragraph 5) of this article is suspended when the registrar requests the administrative collation established in article 125 of the Notarial Code, while the file not to rule when an appeal is filed against the registrar qualification; when the appearance is necessary before a court, to correct the defect and when the document submitted for qualification, due to its complexity, cannot comply with this procedure within the term established by law. The criteria for determine the complexity of the titles presented to the Registry determined in the respective regulation.

In no case, the suspension of the expiration period may exceed three months from the original expiration date,

except if appeals have been filed against the registry rating in which case, the expiration period will be reactivated from the date of the notification of the final resolution of the corresponding appeal.

The provisional entry will be canceled by the Registrar upon determination undermine expiration and register new titles. (Reformed by Law 7764 Notarial Code of April 17, 1998)

Article 469

The provisional annotation of the legal acts referred to in the cases 1,2,3, and 4 of the previous article, becomes a definite inscription tive by submitting, in the Registry, the respective judgment cia, passed in res judicata authority. (Amended by Law 7764 Notarial Code of April 17, 1998)

Article 470

The provisional annotation and the definitive registration take effect with respect to third parties from the date of presentation of the title. (Re-

Chapter VI

Of the cancellation of the inscriptions

Article 471

Entries in the public Registry only expire, insofar as to third parties, for the cancellation or registration of the transmission of the domain or registered real right, in favor of another person.

The registered mortgages, common or of certificates, which appear to be sold for more than ten years without the Registry showing circumstances companies that involve collection management, credit recognition or another interruption of the prescription, will not take effect of third parties after that time. The registrar, when registering new relative titles you to the farm, will ignore such charges and cancel them. These circumstances will be recorded in the mortgage bonds.

The validity of the annotations not contemplated in the previous articles later will be determined according to the term of the expiry prescription corresponding to the obligation or right in question.

In the case of the provisional annotations referred to in the Sections 1), 2), 3) and 4) of Article 468, within the indicated terms and

in order to interrupt them, the interested party may manage the annotation of interruption, if the respective trial has not expired.

The mortgages registered and granted to guarantee the administration guardianship, appearing at any time with more than four rent years of constituted, without the Registry manifests the circumstance that involve collection management, credit recognition or other interruption of the prescription, after that time, they will not effects to the detriment of third parties and the registrar, when registering new titles related to the property, will ignore such encumbrances and will cancel. (Amended by Law 7764 Notarial Code of April 17, 1998)

Article 472

Total cancellation may be requested and must be ordered:

1. When the property that is the object of the inscription is extinguished, or the inscribed royal right.
2. When the title under which the claim has been made is declared null and void inscription.

Article 473

Partial cancellation may be requested and must be decreed when
The property that is the subject of the registration is established, or when the real right
reduce in favor of the owner of the taxed estate.

Article 474

A registration will not be canceled except by executive order or
by virtue of a deed or authentic document, in which they express their
consent for the cancellation, the person in whose favor
made the registration or their successors in title or legitimate representatives.

Article 475

The provisional annotation regarding the seizure decree or title
with rectifiable defects, it will be canceled by the fact of leaving
pass the terms of the law. If the provisional annotation refers
seizure or demand, it will be canceled by virtue of a writ of dismissal
seizure or executive sentence that acquits the claim or the
declare definitely deserted. (Reformed by Law 7764 Code
Notarial of April 17, 1998)

Article 476

In the Registry of Persons, registrations will be canceled in full or
partially by virtue of a public or authentic document, in which
that the disability has ceased or that the disability has ceased or been
modified the administrative powers that are the object of the registration.

Article 477

Cancellation may be declared void when:

1. The title of which it was made is declared false or null.

2. Has been verified by mistake or fraud.

In these cases, the nullity only hurts subsequent third parties when the established demand has been provisionally recorded for to be declared in court. (Amended by Law 7764 Notarial Code of April 17, 1998)

Chapter VII

Transitory dispositions

Article 478

No document subject to registration that has not been registered will be admitted to the courts or government offices, unless invoke in court against any of the parties, their heirs or representatives tantes. (Amended by Law 7764 Notarial Code of April 17, 1998)

Article 479

The owner who lacks registered title of domain may register scribe their right, previously justifying their possession for more than ten years, in the manner indicated by the corresponding legislation.

In no case, the registration of possession will harm the person who has gives a better right to ownership of the property, although its title has not already registered. (Amended by Law 7764 Notarial Code of 17 April 1998)

TITLE VIII

OF THE WAYS OF ACQUIRING THE DOMAIN

Single Chapter

Article 480

The ownership of movable and immovable property is transmitted in relation to contracting parties, by the sole fact of the agreement that has as its object to transmit it, regardless of its registration in the Registry and of tradition.

Article 481

Ownership of furniture is effectively acquired with respect to third, by the tradition made by virtue of a skillful title; but that who has lost or to whom a personal thing has been stolen, can claim carla within three years from the day of the loss or theft, unless the current owner of the thing stolen or lost, has it bought with the usual formalities at a fair or public sale, or at a merchant who sells similar things; in such cases, the original owner he cannot get it back without paying the owner the price it cost him, leaving him the right to demand the value of the thing of any of the other holders, in respect of which an effective claim action. (Amended by Decree XVI of December 12-bre of 1887).

Article 482

The tradition is carried out from the moment the owner makes gives and the acquirer takes possession of the thing.

When the one who is to receive the thing has it already in his possession by another non-translational title of ownership, the mere consent of the parties Import tradition from the certain date of the document in which it is made record.

The clause in which the transferor declares that hereafter will have the possession of the thing in the name of the purchaser, will import tradition only if the agreement is a public instrument.

Article 483

The tradition of rights is verified by the delivery of the documents mentions that serve as titles.

However, the tradition of a loan does not have its legal effects with respect to the debtor, as long as he is not notified of the assignment; no respect of a third party, but from the certain date of the assignment, unless the credit outside of those allowed by law to owe the title holder or are transmitted by simple endorsement.

by Law 7732 of the Stock Market of December 17, 1997).

Article 484

In addition to the agreement, there are ways of acquiring the domain: the occupation, accession, inheritance or legacy and prescription.

TITLE IX

OF OCCUPATION

Chapter I

General disposition

Article 485

By occupation can be acquired the domain of movable things they don't belong to anyone.

Article 486

The properties not reduced to private property belong to the State.

Article 487

Occupation of vessels, their cargo and objects that the sea throws on the beaches, or that is collected in the high seas, is governed by the Commercial Code.

War or war occupation is also subject to special laws. apprehension in national war.

Chapter II

Of hunting and fishing

Article 488

By hunting or fishing the domain of fierce animals is acquired or savages, even the domesticated are considered such that they have lost habit of returning to the owner's house. Bees cannot occupy stand while the owner chases the swarm, bringing it into view.

Article 489

You can hunt or fish on public lands or waters, according to in compliance with the respective regulations. On the private property You cannot hunt or fish without permission from the owner.

Article 490

Occupation by hunting or fishing shall be governed by the special regulations and by the following bases.

Article 491

The hunter becomes the owner of the animal he hunts, by the act of empowering get rid of him.

The animal that has been killed by the hunter in the venatorio act, and also the one who is imprisoned in their networks.

Article 492

If the injured prey dies on someone else's land, the owner or whoever represents, he must deliver it to the hunter, or allow him to enter the.

Article 493

The owner who does not comply with the prevention of the previous article rior, will pay the value of the beast; and the hunter will lose this if he enters look for it without his permission.

In any case, the hunter is responsible for the damages caused, and when there is more than one hunter, they will all be jointly responsible bles.

Article 494

The ferocious animals that escape from the confinement in which they are kept their owners may be destroyed by anyone, and may be occupied two since the owner stops chasing them.

Article 495

Domestic animals are subject to ownership, which is acquired and it transmits in the same way as other things.

Article 496

Domesticated animals are equated with domesticated animals, while keep the custom of going back to your owner's house.

Chapter III

Of the find or invention ⁸

Article 497

The treasure found on their own land belongs entirely to the who discovers it.

Article 498

Treasure found on someone else's land, by chance or with permission owner of the land, belongs equally to the discoverer and to the owner.

Article 499

The treasure that is discovered in someone else's land by works carried out without consent of its owner, belongs entirely to it.

Article 500

For the purposes of the preceding articles, treasure is understood coins, jewelry or any other object, which, made by hand of man, has been buried or hidden for a long time, without there is no memory or indication of its owner. The treasure is never considered fruit of a farm.

Article 501

The movable things of unknown owner will be the ones that occupy, if a year has passed since the discovery was announced for the third Once in the official newspaper, nobody claims them as theirs.

Article 502

⁸ . See article 31 of Law 7 of October 6, 1938.

If, by virtue of the notice in the official newspaper, the owner appears before
After the year has elapsed, the person who occupied or found the thing will have the right to
ten percent of the value of the same, and the amount of the expenses
necessary that you have done to keep it, being able to retain the thing
in his power as long as he is not paid what in one way or another he
be receive.

The same rights will have the one who finds a lost thing
or lost and will deliver it to its owner.

Anyone who fails to announce the finding in the official newspaper is considered
as possessor of bad faith of the thing found, and will incur
a fine equivalent to the price of the same thing, without prejudice to the
other responsibilities that may result depending on the case.

Article 503

If the thing found is corruptible or there is another difficulty to
preserve and guard it, whoever finds it, without prejudice to
report the finding in the official newspaper, present it to the judge so that the
have it sold at public auction.

Of course, the amount of the expenses will be covered from the sale price.
and ten percent that in the case of the owner, corresponding
would give to the inventor; The rest will be deposited to be delivered on time.
only to the owner, if he presents himself to claim it, to the inventor if he passes the
year without making such a claim.

Article 504

The above provisions do not apply to domesticated animals.
mestics that appear with no known owner. The one who will find a
animal of this class must present it to the authority; and if not
result, the owner, his product, net of selling expenses,
It will fully weigh the respective municipality.

TITLE X

ACCESSION

Chapter I

Of the right of accession with respect to the properties bles

Article 505

Property rights are not limited to the surface of the earth, but that extends by accession to what is on the surface and to what it's below. Except for the exceptions established by law or the sale, the owner can make up all the constructions or plantations that suit you, and do underneath all the constructions judge on purpose and remove all the products from those excavations coughs they can give you.

In the cases of condominium ownership, the foregoing will only apply cable with the limitations established in the respective law. (Reform- of the last paragraph by Law 7933 Regulating Property in Condominium of October 28, 1999).

Article 506

Any sowing, planting or work done on a plot of land is presumed made by the owner and that belongs to him, if not proven otherwise River.

Article 507

He who in good faith builds on his own land or farm with materials others, they will be owned by incorporating them into the building; but he will be obliged to pay the owner his fair price and as much of the same class and quality.

If you have acted in bad faith, you will also be liable for compensation of damages and losses; but if the owner of the materials had knowledge of the use made of them, will only be subject to the provision of the previous paragraph.

The same rule applies to those who plant or sow in their own soil, foreign vegetables or seeds.

Article 508

The owner of the land on which another person, without his consent, has built, planted or sown, will have the right to do the building, plantation or sementera, or to demand that they be removed or destroy at the expense of the one who made them, who can also be condemned to compensation for damages caused to the owner of the floor. If the owner prefers to keep the plantation or factory, he must reimburse the value of materials and labor, without regard to deration to the greater or lesser value that the farm may have received. Without

However, once the good faith of the one who built, sown or planted has been demonstrated, the owner may request the destruction of what has been done, but will have

tion to reimburse the value of materials and wages, or to pay a sum equal to the highest value that the farm has acquired.

Article 509

If it has been built, planted or sown on foreign land, but science and patience of the owner, he can make the plantation his own or factory, paying the value that it has cost, and if it does not agree, the Total ownership will be common in proportion to the value of the land before the building or plantation, and the value of the plantation or building.

Chapter II

Right of accession to dead things bles

Article 510

The right of accession when its object is movable things that belong to different owners, is subject to the principles of equity natural.

The following provisions will serve as a rule for the resolution of the cases not foreseen in them.

Article 511

When two or more things belonging to different owners have been united so that they form a single body, but can still separate be in terms that each can subsist without the others, each owner will retain the right to claim his property; but yes The union is such that things cannot be separated in the indicated terms. fallen, the whole belongs to the owner of the thing that constitutes the part principal, with an obligation to pay the other owners the value of the attached objects.

Article 512

The main part is considered to be that to which others have joined for its use, decoration and complement.

However, when the united thing is more valuable or of superior merit prior to which it joined, it is considered the main one; in that case and having been employed without notice from the owner, he may request that it be separated and be restored, although this disunity could result to the detriment of the other.

If of two things united, to form a single body, one cannot be considered as an accessory to the other, the one that has a higher value, or if the values are slightly more or less equal, the one that has greater volume.

Article 513

If someone has used a subject that did not belong to him, to form a thing of a new species, whether or not it takes its primary form. primitive, the owner has the right to claim the thing that has been formed, satisfying the value of work; but if this is such importance that its value exceeds the material used, then the industry will be considered the main part, and the architect will have the right to retain the elaborated thing, if it had good faith, reimbursing its owner the value of matter.

Article 514

When a person has used part of the material that belongs to him needs, and part that is not his, to form a new species, without neither have been entirely destroyed, but cannot be separate without detriment, the new thing remains common to both in proportion to the matter of each and to the value of the industry.

Article 515

When a thing has been formed by the mixture of materials of two or more owners, without any of them being considered the main or separate without detriment, their owners jointly acquire the property of the mixture, in proportion to the quantity and value of what belongs to each.

Article 516

If the material belonging to one of the owners is much higher than the

another in quantity and price, the owner of that one may claim what result of the mixture, reimbursing the other the value of his teria.

Article 517

In the event that the owner whose material was used without his consent feeling in forming another of a different species, may claim the pity her, it is up to her to request the restitution of matter or its value.

Article 518

Page 71

Those who have used matters belonging to others, in addition to pay their value may also be condemned to the satisfaction of damages, if any.

Article 519

Anyone who has had knowledge of the use of a subject of his to another person, you will only have the right to have that person pay you the value of The matter.

TITLE XI

OF THE SUCCESSIONS

Chapter I

General disposition

Article 520

The succession of a person is opened by the death of her. Nothing can It will be stipulated on the rights to the succession of a person, while after she is alive, even if she consents.

Article 521

The succession includes all assets, rights and obligations of the deceased, except for the rights and obligations that, being merely personal, they are extinguished with death.

Article 522

The succession is defined by the will of the man legally manifest. party; and in the absence of it, by provision of the law.

The succession can be part testamentary and part intestate.

Chapter II

Of unworthiness

Article 523

They are unworthy to receive by testamentary or legitimate succession:

1. Anyone who commits any serious offense against the person and the honor of the cause, their parents, consort or children.

2. Whoever accuses or denounces the offender for a worthwhile crime body, except if the crime was committed against the same inheritor dero or legatee, his consort, parents or children, and the one who in the process for an offense worthy of that penalty, falsely testify against the holy.

3. Relatives who are in any of the cases mentioned by the Article 190.

4. Relatives included among the legitimate heirs, who, the cause being found mad or insane and abandoned, do not take care of collect it or have it collected in a public establishment.

5. He who by receiving the inheritance or legacy hindered, with fraud or force, that the deceased made a will or revoke the fact, subtracted the latter, or forced the deceased to testify.

Article 524

If the testator at the time of making the will knew the cause of indignity, or if having learned it later did not revoke the institution being able to do so, the heir is in fact rehabilitated to receive the Heritage.

Article 525

For indignity to have an effect, it must be declared

judicially at the request of the interested party.

The action to request the declaration prescribes in four years of inheritance or legacy session.

The heir or legatee has died without the action being attempted of indignity, will not be admitted against the heirs of the unworthy.

Article 526

The heir excluded from the inheritance due to indignity, is obliged to restore all the fruits that it has received since the opening of the succession.

Chapter III

Acceptance and renunciation of the inheritance

Article 527

The acceptance and renunciation of the inheritance are free and voluntary acts. They cannot be done in part, nor with term, nor under condition, nor by those who do not have free administration of their assets.

Article 528

The acceptance of the inheritance, so that it produces all its effects legal, must be express, asking the judge of the domicile of the succession, the declaration of being such heir.

Article 529

The term to accept the inheritance will be thirty business days, including since the publication, in the Judicial Bulletin, of the edict in which advise on the start of the succession process and summons the interested parties in this one. When the name and place of heir appear on the presence of the heir, the term of the summons shall not run for him, but from the date on which you are personally notified.

If it is not the case, personally notify the heir, and he will found outside the Republic, the term to accept the inheritance is will be considered extended for thirty more business days, for the sole purpose

that, if he has come into possession of the inheritance, he does not his is the fruits received.

It governs from its publication, made in the Gazette of June 17, 1951, but the probate trials that were initiated when entering into validity will continue to be governed by the legal provisions that exist at the time of their initiation. (Amended by article 2 Law 7130 Civil Procedure Code of August 16, 1989 and by article 9 the validity will be 6 months after publication).

Article 530

If the heir dies before accepting the inheritance, his heirs They will be able to make use of the remaining time of the term in which it must be done the acceptance.

Article 531

If during the term to accept the inheritance no one will appear claim it proving his status as heir, it will be deemed vacant and declare heir to the respective municipality.

Article 532

If, during the term of the emplacement, one or more of the sit claiming heir status and prove it, after the

term, they will be declared heirs without prejudice to the third best right, and they will be put in possession of the inheritance.

Article 533

After the term to accept has expired, the heir and his successors sores, as long as the right to request the inheritance has not prescribed, may claim it from anyone who possesses it, for having been declared inheritor; but the latter shall be considered to have in good faith for the question tion of fruits.

Article 534

Notwithstanding the provisions of the preceding article, whichever dispossessed of an inheritance by the true heir who has sitting claiming it before the end of the term that the law conferred on him. yields to accept, you must return it with its fruits, without further right that the compensation of expenses and payment of improvements as holder

in good faith.

Article 535

The heir is not liable for the debts and charges of the inheritance, but as far as its assets reach. Accepted purely and simply, it is up to the heir to prove that there are not enough assets to pay debts and charges; and accepted for the benefit of inventory, it is up to the Creditors prove that there are other assets in addition to the inventoried ones.

Article 536

Not starting the inventory or not ending it by fault of the beneficiary, within the term indicated by law, it will be inheritance as accepted pure and simple.

Article 537

The renunciation of an inheritance must also be express and made in advance. you the judge called to know of the succession.

The creditors of the renouncer, in the cases and during the time that the law empowers them to annul the acts that their debtor executes with to their detriment, they can challenge the resignation and enforce the rights that would correspond to your debtor if he had not waived.

Article 538

It is not effective nor does it have any legal effect, the resignation of the inheritance of a living man.

Article 539

No one can claim against the acceptance or resignation that in de-proper form has made of an inheritance, but in cases where the law presumes lack of consent, fraud, force or violence.

Article 540

The one who has renounced the intestate inheritance of a person can claim the same inheritance by virtue of a will not known to the make the resignation.

Of the executor

Article 541

In no mortuary shall there be more than one proprietary executor. For cases of temporary impediment of the owner and for incidents in which it has a self-interest that is in contradiction with those of the succession, a substitute executor will be appointed.

Article 542

The testator can appoint the owner and alternate executor; if you choose several owners or several alternates, only one of the them, calling them in the order in which they are named.

When the executor of the will, the heirs and the spouse, in general meeting called at the request of interested parties, they will appoint executor owner and alternate, and those who obtain a majority will be considered as such of votes; in the event of a tie, the judge will decide. That same procedure will be followed in case of second elections, and removal or separation.

Article 543

As long as the final executor appointment is not verified, no having a testamentary executor or not being able to enter to exercise his functions from the start of the succession trial, the judge will choose one provisional, necessarily between those interested in the succession, preferring in equal circumstances to the surviving spouse, to the father or mother of the deceased.

In matters in which the provisional executor has his own interest that is in contradiction with that of the others interested in the succession, the judge will appoint a specific executor to replace him.

Article 544

The provisional executor shall cease to be such when the testamentary executor has or definitive accept the charge. The judge can remove it at the request of interested party, for failing to comply with any of its obligations.

Article 545

They cannot be executors:

1st. Those who cannot be bound.

2nd. Those who have domicile outside the Republic and whoever is convicted once or has been removed for fraud in the administration traction of someone else's thing.

(Reformed by Law 7600 on Equal Opportunities for Personnas with Disabilities of May 2, 1996)

Article 546

The appointed executor can freely refuse the position; but if accepts, is obliged to perform it, except in cases where it is allowed the president to exonerate his.

Article 547

The executor of the will must initiate the probate trial from who has knowledge of being such an executor. If I let thirty days go by without doing so, you will lose the legacy left to you and the tenth part of the executor's fees.

In the event that the appointed executor is outside the Republic, the thirty days mentioned in the previous paragraph will not start to run but from the date of his return to the Republic.

Article 548

The executor is the administrator and the legal representative of his successor both in judgment and out of it, and has the faculties of a command. with general power of attorney, with the modifications established by the next articles.

Article 549

The executor needs special authorization:

1. To lease estates of the succession for longer than this remain undivided.

2. To renounce, compromise or compromise in arbitrators, rights who are questioned about real estate of any value or about furniture valued at more than ten thousand colones.

3. To extrajudicially alienate inheritance assets whose value exceed ten thousand colones.

4. To continue or not the deceased's trade.

(Amended by article 2 Law 7130 Code of Civil Procedure of 16 August 1989 and through article 9, the validity of this law governs 6 months from its publication).

Article 550

The authorization referred to in the previous article must be of the agreement of the interested parties; and when that agreement is missing or when due to the state of the trial, the will of the interested parties cannot be known. two, the authorization will be granted by the judge, if applicable, depending on the case.

Article 551

Authorization to dispose of real estate is unnecessary, when the alienation is ordered by a sentence under the law exercised against the succession.

Article 552

The acts or contracts that the executor executes or celebrates without the corresponding special authorization when it is necessary, will be absolute null.

Article 553

The executor must deposit at the order of the Succession Judge and in the establishment designated for judicial deposits, all amounts amounts of money you receive on behalf of the estate.

Article 554

Each month the executor will present to the Court an administrative statement of the income and expenses that the succession has had; by ceasing his charge will render the final verified account of its administration.

Article 555

The position of testamentary or final executor is for an indefinite. (Amended by article 1 Law 5181 of February 22, 1973).

Article 556

The executor can be removed at will of the interested parties, but The provisional executor may only be removed for missing one of the obligations. If the executor is a testamentary, upon removal without cause, whatever the status of the succession trial, you will be paid They will pay all of your fees as if the trial was over.

Article 557

The executor earns for his work the fees set by the testator, and in the event that the latter has not appointed him or her vo, you will receive as an honorarium five percent on the first ten thousand colones of the liquid capital of the succession, and two and a half for one hundred on the amount that exceeds ten thousand colones.

The fees of the alternate executor and those of the provisional will be fixed two by the parties, and failing that by the judge.

Article 558

The executor's fees will be paid upon completion of the settlement, and if there have been several executors, the judge will designate the party corresponding to each, unless they agree on the distribution tion.

Article 559

The testator may not extend the legal powers of the executor, nor exempt you from your obligations and responsibilities.

Article 560

During the inventory faction you will have the management of the he- the executor, and creditors may be paid by the executor order in which they are presented, provided that they agree to the payment heirs, creditors and legatees. The executor will also cover alimony that, if necessary and while the mortuary is not in a state of insolvency, must be given to the heirs and the spouse of the deceased, in accordance with the judicial order that establishes the amount of said pensions.

Chapter V

Participation of inheritance and payment of creditors

Article 561

Participation made legally confers on the joint heirs the exclusive ownership of the assets that were distributed among them.

Article 562

The heirs are obliged to indemnify each other, in the event of so of eviction, of the objects distributed. This obligation ceases after convention to the contrary, or if the eviction occurs because of the defeated.

Article 563

Partitions made out of court or in accordance with all parties can only be terminated in cases where they can be terminated the contracts; those made under containment, can only be abided by das in cases where a sentence may be.

Article 564

The creditors against the succession will be paid as they are present. tiendo; but if they were not pledge or mortgage creditors and the payment will be made within the first six months after it started the succession trial, they must guarantee that they will return as payment undue what corresponds to the creditor of equal or better right than claim before said six months expire. This term expired, The bond and guarantee that they have presented ceases.

Article 565

The creditor who in the first two years after the start of the succession, do not make use of the rights that you have against it, nothing can be claimed from the creditors to whom it has been paid, and can only repeat against the legatees, when the inheritance does not there are enough assets to cover their credit, and they will not be It has been two years since they have come into possession of their legacy.

The provisions of this article do not modify in any way the Rights of the mortgagee.

Article 566

The executor who has not reserved enough to pay that The creditors not presented, whose credit will consist of the papers or documents of the succession, or be known as executor, by any-

otherwise, you will be personally responsible for the amounts between-granted to other persons, to the detriment of said creditors, if when these are presented where there are no longer assets of the succession with what pa-to them, and may not repeat from the other creditors or the legatees the sums unduly received by them.

Article 567

The creditor whose credit is not due in the first six months after the probate trial has started, to keep his right, must be presented requesting that sufficient assets be separated to pay him in his opportunity, or that payment for the inheritance is guaranteed. dero.

Chapter VI

Of the right to increase

Article 568

In the legitimate succession, the part of the unworthy heir or who resignation, he adds to the joint heirs, provided that it is not the case of presentation.

Article 569

In the testamentary succession, except for the express will of the testator, there is the right to accrue in favor of the heirs, regarding the legacy and with respect to the part of the inheritance of his joint heirs that expire conforms to the law.

Article 570

Among the legatees there will be no right to increase, but if the thing whether it is indivisible or cannot be divided without deterioration, the colleague-The river will have the option to keep the whole by replacing the heirs value of the part expires, or to receive from them the value of what they direct It belongs to him.

TITLE XII

OF THE LEGITIMATE SUCCESSION

Single Chapter

Article 571

If a person dies without disposing of their assets, or only in part, or if, having disposed, the will expires or is annulled On the other hand, their legitimate heirs will enter the inheritance.

Article 572

They are legitimate heirs:

1. The children, the parents and the consort, or the partner in union of done, with the following caveats:

a) The legally separated spouse will not have the right to inherit bodies if he had given rise to separation. Nor can he give the spouse separated in fact, with respect to the acquired goods by the deceased during the de facto separation.

b) If the spouse has assets, he will only receive what they lack. ta to complete a portion equal to what you would receive without having them.

c) In the succession of an extramarital child, the father only inherits- It will be when he has recognized it with his consent, or with that of the mother and, in the absence of such consent, if she had supplied ments for at least two consecutive years.

ch) The common-law partner will only have the right when This union has been established between a man and a woman with aptitude legal status to marry, and a relationship has been maintained public, singular and stable for at least three years, with respect to the goods acquired during said union. (Reformed subsection 1 of Article 572 of the Civil Code by article 31 Law 7142 of Promotion of Social Equality for Women of March 8, 1990).

2. Grandparents and other legitimate ancestors. Mother and grandmother on the mother's side, although they are natural, it is considered legitimate, just like the natural grandmother on the part of a legitimate father scam;

3. Legitimate and natural siblings on the mother's side;

4. The children of legitimate or natural siblings by ma- dre; and the children of the legitimate or natural sister on the mother's side;

5. The legitimate siblings of the legitimate parents of the deceased and non-legitimate uterine siblings of the mother or legitimate father; Y

6. The Boards of Education corresponding to the places where

If the deceased never had his domicile in the country, the trial Succession will be processed in the place where most of the your assets.

The boards will not take possession of the inheritance without prior resolution resolution that declares your rights, in the terms ordered by the Code of Civil Procedures. (Amended by article 1 Law 1443 of 21 May 1952)

Article 573

The persons included in each subsection of the preceding article they enter the inheritance with the same individual right; and only in lack of those indicated in the previous subsection enter the one called the subsection following, except in the case of representation.

Article 574

It can happen in its own right or by representation. This only It is admitted in favor of the descendants of the deceased and in favor of the nephews. (Amended by article 1 Law No. 1443 of May 21, 1952).

Article 575

It can represent the unworthy, the one who repudiated the inheritance and the cendiente whose inheritance has been repudiated.

Article 576

In case of representation, so many portions of the inheritance will be made however the number of heirs that concur with the right to pio and that of those represented; the former will receive their virile portion, and of the portions that correspond to those represented, a single distributable mass without distinction of origin.

This same rule will be observed in the event that by representation more remote descendants have to concur.

Of the will in general

Article 577

A will cannot be made by a solicitor. Nor can depend on the will of another, whether as regards the institution to which tion of the object of the inheritance or legacy, whether in terms of compliance or non-compliance with the provisions.

Article 578

The provision that depends on instructions given or on re- commendations made secretly to another, or referring to documents inauthentic mentions, or that it is done in favor of uncertain and that they cannot be certain and determined.

Article 579

The rules on consent to obligations shall govern in wills as they are applicable.

Article 580

The invocation of a false ground does not invalidate the provision, unless that has been announced in the form of a condition or that of the it appears that the testator wanted the effectiveness of the legacy or inheritance depends on the existence of the invoked cause.

Article 581

The expression of a reason contrary to law always produces the nullity of the provision.

Article 582

Substitutions are prohibited. The provision by which a ter- zero is called to collect the benefit of a disposition, in the case that the first call does not want or cannot take advantage of it, I do not It is a substitution and is valid.

In the form of wills**Article 583**

An open will can be granted:

1. Before a letter and three witnesses; but if the testator himself is-
write the will, two witnesses and the charter are enough

2. Before four witnesses without cartulary, if the testator writes it; or an-
six witnesses, if the testator does not write it.

Article 584

To test in a foreign language before cartulary, it is required the
session of two interpreters chosen by the testator, who translate into
I do not have the provisions that it dictates; to do it between witnesses so-
Unfortunately, it is enough that they understand the language in which the will is
scribe.

Article 585

The open will requires the following formalities:

1. It must be dated, indicating the place, day and time, month and
year in which it is awarded.

2. It must be read before the witnesses by the testator himself or by the
person indicated by him or by the charter. Whoever is deaf and su-
If you want to read, you must read your will; If you do not know, you must designate the
person to read it for you.

3. It must be signed by the testator, the charter and the witnesses. Yes
the testator does not know or cannot sign, he will declare so in the same
will. At least two witnesses in the case of a will before
form, and three in the will before witnesses only, must sign the
open will; the will will mention the witnesses who do not
sign and motive.

All the formalities of the will will be practiced on the spot
continuous.

Article 586

They can grant a privileged open will:

1. The military and other individuals belonging to the army who is in the field or in a besieged square or prisoners in the power of the enemy. me, before two witnesses and a boss or officer
2. The navigators, before the captain or whoever has command of the nago, and two witnesses.
3. One and the other before two witnesses only if the same testator write the will.

The will mentioned in this article must fill out the formalities from the previous article, and only valid if the testator dies during the situation in which it was granted or within the immediate thirty days.

Article 587

The closed will may not be written by the testator, but it must It must be signed by him. You will present it in a sealed envelope to the notary public, who will issue a deed in which it will be stated that the testament was presented to him by the same testator, his declarations on the number of sheets it contains, if it is written and signed by him, and if it has any erasure, amendment, insertion or note.

On the envelope, the notary will enter a reason indicating that the has the will of the submitter, the place, time and date of granting of the deed, as well as the number, volume and page of the protocol where it consists. The notary will take the necessary steps necessary to ensure that the envelope is sealed in such a way as to guarantee its inviolability. Both the writing and the reason must be signed by the testator, the notary and two instrumental witnesses. With- Once the diligence has been concluded, the will will be returned to the testator.

Those who cannot read or write cannot make a closed will.

(Amended by Law 7764 Notarial Code of April 17, 1998)

Article 588

The closed will will not be opened until after the death of the

Article 589

Provisions on probate are applicable to testamentary witnesses. instrumental witnesses. (Amended by Decree XVI of December 12, December 1887).

Chapter III

Of the ability to dispose and receive by testament

Article 590

The testator must be morally capable in making the will and gally capable when making the will and opening the succession.

Article 591

They have absolute inability to test:

1. Those who are not in perfect judgment.
2. Those under the age of fifteen.

Article 592

They have a relative incapacity to receive by will:

1. Of the non-emancipated minor, his guardian, unless having the guardianship has been announced by the administration or that it is ancestor or brother of the minor;
2. The minor, their teachers or pedagogues, and any person to whose care is delivered;
3. Of the patient, the doctors who assisted him in the disease that he died. Declared unconstitutional by vote 2000-6328 of the Constitutional Chamber of the Supreme Court of Justice, from 4:20 p.m. of July 19, 2000 and by vote 2005-00330 of the same Chamber of the January twenty-first, two thousand and five, it is clarified that what was declared constitutional is: “and the confessors who during it are confessed-

Ron".-

4. Of the adulterous spouse, his partner, if it has been judicially proven-mind adultery, unless they had joined in marriage; and it-formed by Law 3687 of June 3, 1966).

5. From the testator, the charter that makes him the public or autwists the cover of the closed will, and the person who writes this.

The inability of items 2) and 3) does not prevent remunerated bequests rative of the services received by the testator, nor the provisions to favor of the consort or relatives who could be legitimate heirs of the testator. (Amended by article 1 Law 1443 of May 21, 1952).

Article 593

Legal persons are capable of acquiring by will.

The second paragraph was declared unconstitutional by vote 2000-6328 of the Constitutional Chamber of the Supreme Court of Justice, of 4:20 PM on July 19, 2000.

Article 594

The provisions in favor of unskilled persons are absolutely null, even if they are made simulated, or by an interposed person.

The ascendants, descendants
tes, consort or brothers of the unskilled.

The third paragraph was declared unconstitutional by vote 2000-6328 of the Constitutional Chamber of the Supreme Court of Justice, of 4:20 PM on July 19, 2000¹⁰.

Article 595

The testator may freely dispose of his assets, provided that he have insured your child's food until the age of majority if it is

minor and for life if the child has a disability that prevents he gives himself, in addition, must ensure the maintenance of his parents and his consort's as long as they need it.

If the testator fails to comply with the obligation to provide maintenance, the heir will only receive from the assets what is left over, after giving the food, after an estimate by experts, a sufficient quantity to secure your food.

If the children, parents or consort possess, at the death of the testator, sufficient assets, the testator will not be obliged to leave them food.

(Amended by article 79 Law 7600 of Equal Opportunity-des for people with disabilities, of April 18, 1996)

Chapter IV

Of the heirs and legatees

9. The second paragraph of article 593 declared unconstitutional read: "However,

However, orders made in favor of churches or institutions will be absolutely null. tutes of a religious nature, insofar as they exceed one tenth of the estate of the will. dor. Nor can more than the tenth be available for votes or other orders. religious "

10. The third paragraph of article 594 declared unconstitutional read: "In capacity

Confessor's authority will also be considered as an interposed person of the council, church, community or institute to which the confessor belongs. "

Article 596

The one instituted by the testator as heir to a certain thing and completed, he is held as her legatee. The instituted as legatee aliquot part of the inheritance is heir.

Article 597

The heirs instituted without designation of parties, inherit with equality.

Article 598

The legacy of someone else's property is null. Still, the legacy will produce its effects if the thing bequeathed, which when making the will did not belong to the testator, becomes his by any title.

Article 599

The bequest made to a creditor does not estimate compensation for the debt.

Item 600

If the legacy is usufruct without determination of time, it is understood it will be done for the life of the legatee; and if this is one Perpetual moral person, will have it for thirty years and no more.

Article 601

The legacy of a credit or the forgiveness of a debt, only takes effect on the part of the credit or debt that remained at the time of death testator. In the first case, the heir complies with assigning the legatee all the titles and actions that would compete against the debtor; at second case, with giving the same legatee a letter of payment if requested.

Article 602

The generic legacy of release or forgiveness of debts, includes turn on only those existing at the time of death and that were born before the will is made.

Article 603

If the person who bequeaths a property later adds new acquisitions- even if they are adjacent, they will not enter the legacy without new declaration of the testator; but the same will not be understood regarding necessary, useful or fancy improvements made to the thing bequeathed.

Article 604

The legatee or heir acquires the unconditional legacy or inheritance or at a certain term, or under a condition of resolution, from the moment that the testator dies. The legacy or inheritance whose existence depends suspensive condition, is not acquired by the legatee or heir, but when the condition is met. The creditor whose credit does not appear but by testament, it will be held as legatee.

Article 605

If the heir is instituted under suspensive condition, it will be the inheritance in administration, until the condition is met or there is certain that it will not be able to be fulfilled.

The administration will be given to the instituted heir, if he guarantees the evolution of what is perceived with fruits, in case of not tion; and if the instituted heir does not provide security, it will also be given under surety to the one who will receive the inheritance for non-compliance with the condition.

The latter will be done with the inheritances left to people to be born.

Article 606

The legatee may not claim fruits of the thing, but from the moment time in which it must be delivered. In the case of pure and simple legacy ple of a determined thing, the legatee endorses the fruits from the death of the testator.

Article 607

The legatee will receive the thing bequeathed with the liens that he has to the death of the testator, unless the latter provides otherwise; but legatee is not liable for the charges, but only as far as the legacy reaches.

Article 608

The thing bequeathed will be delivered complete with its essential accessories. bles and in the state and place in which it is found at the death of the testator, Unless circumstances independent of the will of the person administer, have modified or destroyed it. If a part of the thing, what was left of it is owed.

Article 609

In the gender legacy, the heir is not obliged to give a thing of the best class, nor can it be of the worst.

Article 610

The expenses of the delivery of the thing bequeathed are in charge of the succession, except the express will of the testator.

Article 611

If two things are bequeathed alternately and one of them perishes, the legacy in which it was left will survive.

Unless expressly provided by the testator, the choice of the alternate legacy native touches the heir.

Article 612

If the assets of the succession have all been divided into bequests, the debts and charges of her will be distributed pro rata among all the legates- in the proportion of their legacies, on the liquid value of these the one who is declared heir according to the law.

Article 613

If the assets of the inheritance do not cover all the orders, These will be paid pro rata, less those that are left in recom- think of services that will be considered debts of the estate.

Article 614

If the deceased has bequeathed an annual lifetime pension, without pay it to an heir or legatee, and the heirs not all agree on which of them has to pay the pension and having in his possession the capital that produces it, will make the judge was born. The heir chosen by the Judge or by his joint heirs, secure to the satisfaction of the legatee. In the case of not paying this surety or that none of the heirs wants to take charge of the payment of the legacy, a capital equivalent to ten annuities will be set aside or pensions and will be delivered to the legatee in payment of his right.

Chapter V

Conditional Provisions

Article 615

The testator can dispose purely and simply or under condition.

Impossible or illegal conditions will be considered unwritten, and by pure and simple the institution to which they affect. However, if

liberality, the entire provision is null. The impulsive and determining cause of liberality, that the condition has been fulfilled, is null.

Article 616

The purely optional condition must be fulfilled by the institution do, heir or legatee after the death of the testator and with notice that it had been imposed on him. Except for the case that the condition already fulfilled cannot be repeated.

Article 617

If the optional condition imposed on the heir or legatee, is negative or not to do or not to give, those will comply with affirming that will not do or will not give what the testator forbade them, and that in case of contravention, they will return what they received with their fruits.

Article 618

When the condition is casual or mixed, it will suffice that it be fulfilled in any time, the testator alive or dead, unless the testator decides another thing.

If it had been fulfilled when the will was made and the testator ignored it raba, it will be considered fulfilled; If I knew it, it will only be considered fulfilled when the condition is of such a nature that it cannot be new.

Article 619

The uncertain term indicated only for the execution of the position does not prevent the heir or legatee from having an acquired right and transmissible.

Article 620

If the fulfillment of the condition is prevented by someone who have an interest in its not being fulfilled, it will be considered fulfilled.

Chapter VI

Of the revocation and expiration of testamentary provisions

Article 621

The testator can freely revoke his will in all or in part, by another later testament. This right cannot be waived.

Article 622

The second testament that does not mention the first only revokes this the part that is contrary to him.

Article 623

By the sole fact of being revoked in a third testament the revocation of a first, its provisions do not revive; it's necessary that the testator expressly declares it.

Article 624

The revocation will take effect even if the second testament expires. of incapacity or resignation of the new heir or legatee-mind named.

Article 625

When two or more people test in the same act, each one can to independently revoke its provisions.

Article 626

The testamentary disposition will be without effect:

1. If the heir or legatee dies before the testator.

However, representation of such heir or legatee will be allowed, with such that the representative is a descendant or nephew of the testator, except that the testament says otherwise. The rules of representation in the legitimate succession, are applicable to the testamentary.

2. If the suspensive condition on which it depended, the existence of the law gado or inheritance becomes absent or the resolution is fulfilled.

3. If the heir or legatee is incapable or unworthy of acquiring the inheritance legacy or legacy when the succession is opened, or if the legacy or inheritance is conditional, when the condition is met.

4. If the heir or legatee waives his rights.

The specific legacy expires when the testator disposes of any the thing bequeathed, or transforms it so that it does not

form or the name it used to have, and when the thing perishes before the death of the testator or before the condition is fulfilled. Thoughtful that the legacy depends on. (Amended by article 1 of the Decret XV of May 26, 1892).

BOOK III

OF OBLIGATIONS

TITLE I

VARIOUS KINDS OF OBLIGATIONS

Chapter I

General disposition

Article 627

For the validity of the obligation it is essentially essential:

1. Capacity on the part of the one who is obliged.
2. Object or thing that is certain and possible that serves as the subject of the obligation.
3. Just cause

Article 628

The ability to bind is always presumed, as long as it is not prove the facts and circumstances by which the law denies that capacity.

Article 629

Any obligation is intended to give, do or fail to do some thing, and can refer to all the things that are in the trade of the men, even to the future as the fruits to be born.

Article 630

The obligation whose object cannot be reduced to a value is ineffective enforceable, or that is not and cannot be determined.

Article 631

Also ineffective is the obligation that has as its object a thing or act that is physically or legally impossible. The physical impossibility

must be absolute and permanent, and not temporary or relative, with respect to to the person who is obliged.

The legal impossibility exists:

1. Regarding things that are outside the trade by disposition
tion of the law.

2. Regarding illegal acts as contrary to the law, morality
or good manners.

Article 632

The producing causes of obligation are: contracts, quasi-
contracts, crimes, quasi-crimes and the law.

Article 633

Obligations are extinguished: for payment, for compensation,
for renewal, for issuance, for confusion, for the event of a
obstacle that makes compliance impossible, due to the cancellation or
rescission and by prescription.

Chapter II

Of civil and natural obligations

Article 634

Natural obligations do not confer rights to demand their
compliance; but fulfilled, they authorize to retain what has been
cibido because of them.

Article 635

Civil obligations contracted in satisfaction of a natural,
shall be governed, in substance and in form, by the rules of obligations
coming from onerous title.

Chapter III

Of ordinary obligations

Article 636

There can be no solidarity between creditors. When by agreement or by testament the same rights are granted to another person or persons chosen of the creditor, said person or persons shall be considered as general representatives of the latter; and if by the terms of the agreement or will not be able to know which is the true creditor, those who appear with that character will be reputed creditors simply each having, with respect to the part of the other creditors, the powers of a general attorney.

Article 637

In the joint and several obligation between the debtors, each of these is had in its relations with the creditor, as sole debtor of the total benefit.

Article 638

Solidarity between debtors only results from an express agreement or provision of a will or law.

Article 639

There may be solidarity between the debtors, although the obligations contracted by them differ in the way, by reason of the condition, the term or other circumstance.

Article 640

The creditor can claim the debt against all the debtors solidarily simultaneously or against only one of them.

Article 641

The defendant debtor has the right to summon his co-debtors in order that they are condemned to pay what for each of them has to satisfy the common creditor.

The co-debtors not sued or summoned have the power to come to trial.

Article 642

The referral made to one of the debtors frees the others, except that the creditor reserves its rights against them and in such case, it is the part of the debtor to whom the referral was made shall deduct from the debt.

Compensation can only be opposed by the co-debtor whose credit produces it; but in relation to the part of such co-debtor in the joint debt, compensation is also operated for the benefit of the other co-debtors, and anyone can validly oppose it.

Article 644

The creditor's agreement with one of the joint and several debtors, regarding the term or way of fulfilling the obligation, it only affects the debtor with whom it was made.

Article 645

The facts or omissions of any of the joint and several debtors take advantage of or harm their co-debtors in legal consequences that such facts or omissions have with respect to the debt, except right to compensation against the debtor who, through fault or intent, prejudices others.

Article 646

The creditor who discharges solidarity from one of the debtors, maintains its solidarity action against others.

Article 647

The discharge of solidarity is not presumed, but it is considered as follows:

1. When the creditor, upon receiving from one of the debtors a sum equal to your portion of the debt, gives you a receipt for your part.
2. When the claim established by the creditor against one of its debtors, for the part that corresponds to this in the debt, has been tested in agreement or declared appropriate by sentence.
3. If for five consecutive times the creditor has received satisfaction from one of the debtors his part in the interests of the debt.

The facts that in these three cases operate the discharge of solidarity they cease to produce it if the creditor has made a reservation of solidarity your rights in general; and when the discharge is made, only it will take advantage of the co-debtor in favor of which it is made.

Article 648

Page 97

Dead a joint co-debtor, his heirs, after distributed the inheritance and one year after the probate trial began, They will only be jointly and severally bound with the other co-debtors in proportion to their share of the inheritance.

Article 649

The joint co-debtors divide the debt among themselves in parts the same, unless there is an agreement to the contrary.

Article 650

The portion of the insolvent debtor is distributed among his other co-holders donors, committing themselves among them to the one or those to whom the creditor has discharged from solidarity or whose obligation had-re ceased to exist due to confusion or remission.

Article 651

The co-debtor who pays the joint debt has the right to repeat his other co-debtors the share of each, together with costs and with interest from the payment, even if the debt does not produce such interest.

Article 652

The guilty co-signer must indemnify his non-guilty co-signer for what the latter has paid to the creditor due to the fault of the former.

Article 653

If the business for which the joint debt was contracted does not concern more than one of the debtors, he will be responsible for all of it to with the other co-debtors, who with respect to him, will be considered as guarantors.

Of the alternative and optional obligations

Article 654

In alternative obligations the choice corresponds to the debtor, to Unless otherwise agreed.

Article 655

Page 98

In order for the debtor to be free, he must pay or execute in full one of the things that alternatively must, and cannot force the creditor to receive part of one and part of another.

Article 656

If any of the things object of the alternative obligation perishes or cannot be delivered, without fault of the debtor, the obligation is limited to the remaining things, and with only one remaining, the obligation is poured in pure and simple.

Article 657

If all things perish through no fault of the debtor, the obligation is extinguished.

Article 658

The thing that perishes or cannot be delivered because of the debtor, It will be considered, for the effect that the rights are not impaired creditor, as existing and replaced with the price of it at debtor's position.

Article 659

An optional obligation that suffers from some inherent vice of the thing that forms its object, it is null although it does not suffer from any vice thing designated for ease of payment.

Article 660

The optional obligation is extinguished, if the thing to which the debtor is

directly obligated perish without their fault.

Article 661

In case of doubt about whether the obligation is alternative or optional, it will be considered optional.

Chapter V

Of indivisible obligations

Article 662

The obligation is indivisible:

1. When your object does not allow division at all, let it be a material way, be it in an intellectual way.

2. When the object, although divisible in itself, ceases to be so by reason of the relationship under which it has been considered for the to the benefit.

In all other cases the obligation is divisible.

Article 663

Solidarity does not give the obligation the character of indivisible, thus nor is the obligation joint and several for only being indivisible.

Article 664

Each of those who have contracted an indivisible obligation is responsible for the total. The same happens with the heirs of the debtor.

Article 665

Each of the joint owners of the creditor's rights can claim in its entirety the execution of the indivisible obligation, but You can not send it all, nor receive from the divisible benefit that has replaced the original provision, the part that corresponds to their co-owners.

Article 666

The debtor, or, when one of the successors of the creditor has lost paid the debt, or paid to the same the indivisible benefit to replace the indivisible, has the right, when being sued for the fulfillment of the obligation or for the payment of damages, by another of the heirs, to be deducted in his favor, in money, the portion of the joint heir who has made the referral or who has received the value.

But if the portion of the debt owed to the heir who has remitted tido or to whom it has been paid, shall not be the plaintiff joint heir, there will be no place for such deduction.

Article 667

Each debtor can be prosecuted for the full compliance of the indivisible benefit; but the defendant has the right to be grant you a term within which you can quote your codeu- with the object of preventing only one condemnation for the total, unless the provision by its nature can be fulfilled by him.

Article 668

If, due to the refusal of one of the debtors, the obligation is not fulfilled ple, are responsible for damages each one for their part, except for the one for whose refusal he could not have be required, which can be sued for the entirety of damages and losses.

Article 669

In all cases in which one of the debtors of an obligation indivisible to satisfy it, its recourse against the other co-debtors, each of whom must pay their respective share.

Article 670

The interruption of the prescription, operated by one of the creditors res, does not profit more than the creditor who has interrupted it, conserves the credit being totally for the benefit of the creditor who has interrupted the prescription, but must compensate the debtor for the rights of your co-creditors that are prescribed, as soon as I will take advantage of them.

In the same way, if one of the co-debtors has been questioned, will he be sued for the whole, provided that the creditor recognizes him the parties that their co-debtors, freed by the prescription, had supported in the case of remaining obligated.

Article 671

When the indivisible obligation is accompanied by a clause criminal, the penalty is applied for the contravention of one of the debtors.

However, the divisible penalty cannot be fully claimed, but the co-debtor who has contravened. The others are only obligated by their respective part.

Article 672

If there are several creditors of a divisible penalty, the penalty will not be owed but to the creditor against whom it contravenes and in proportion to the part that it has in the credit.

Article 673

The sentence given in the judgment followed between one of the creditors and the debtor, or between one of the debtors and the creditor, has no authority

res judicata in relation to other creditors or other debtors
doctors who have not intervened in the trial.

Chapter VI

Of divisible obligations

Article 674

Severability only applies:

1st. When from the beginning there are several creditors or debtors.

2nd. With respect to the debtor's heirs, if it is already distributed gives the inheritance and the creditor has allowed a year to pass, counted from the date since the probate trial began, without claiming the payment or the security of your credit.

3rd. If by the sale, assignment or inheritance of the creditor, two or more are made

close owners of the credit; but in the case of inheritance, only after
Once this is distributed, the division of the obligation will take place.

Article 675

Since the obligation is divisible, each of the debtors between those who shares is divided, he is only obliged to pay the part that corresponds, and Each of the persons representing the creditor can only declare send the part in which it has succeeded or replaced it.

Article 676

The principle established in the previous article suffers exceptions:

1st. When the debt is mortgage or has as its object a certain thing finished in its individuality.

2nd. If by virtue of the constitutive title or by a later one, one of the heirs is in charge of fulfilling the obligation.

3rd. When by nature of the agreement, or by the object of the obligation, or the purpose that has been taken into account when making the contract, It turns out that the intention of the contracting parties has been that the obligation it cannot be partially satisfied.

In the first two cases, the heir who owns the things due or mortgaged, or personally obligated to fulfill the obligation, can be sued for the total debt, and in the third case, it can be

of being any of the heirs for the whole. But to the one who will pay the debt remains safe his recourse against the other heirs.

Article 677

If the divisible obligation is accompanied by a penal clause, Only the offender of the obligation incurs the penalty, and it will be responsible proportionally to the part that corresponds to him in the main obligation.

Chapter VII

Conditional obligations

Article 678

The obligation incurred under an impossible condition is void, but if the condition is not to do an impossible thing, the obligation is valid.

Article 679

Any obligation contracted either for the case in which the stipulator commits an unlawful act, or fails to fulfill a duty, either to the case in which the promisee fulfilled a duty or did not commit a illegal act, is void; but the obligation contracted for the case in which the promisee commits an illicit act or neglects the fulfillment of a duty.

Article 680

In the cases of obligations subject to resolution conditions, The rules of the previous articles will apply in reverse.

Article 681

The condition that makes the effectiveness of the obligation depend is null. solely of the mere will of the promising person.

Article 682

The condition is deemed to be fulfilled when the debtor obliged under such condition prevents its fulfillment.

Article 683

The creditor may, before the condition is met, exercise all conservative acts of their right.

Article 684

When the creditor dies before the fulfillment of the condition, all rights or obligations will pass to the heirs.

Article 685

As long as the suspensive condition is not fulfilled, the transferor conserve at its own risk and expense the object of the obligation and will

the fruits it produces.

Article 686

If pending the condition, the thing deteriorates, the acquirer can withdraw from the contract, and also demand damages in the case of that the deterioration has been caused by the fault of the transferor.

Article 687

If the condition is pending, the transferor has made improvements in the thing, the creditor can choose between carrying out the contract unscathed nizing the improvements, or departing from it with the right to damages cios.

Article 688

As long as the resolutive condition is not fulfilled, the person who is a conditional owner can exercise all rights and actions that would be his responsibility if the obligation were pure and simple.

Article 689

If the resolutive condition is pending, the thing will completely perish, the acquirer will suffer the loss.

Article 690

The party whose right is resolved by the occurrence of the condition resolution is obliged to return the thing with the increases that received, pending condition; but will not answer for the arrests rivers that occurred through no fault of their own.

Article 691

The person whose property right is resolved by the event of the resolutive condition, is not obliged to return the perceived fruits two, pending the condition, unless it has been agreed or

that the resolution came by virtue of the provisions of the following article next.

Article 692

In bilateral contracts, the condition resolutoria for lack of compliance. In this case the part that has fulfilled Do you can demand compliance with the agreement or request that it be resolved with damages.

(Amended by article 1 Decree XVI of December 12, 1887).

TITLE II

EFFECT OF OBLIGATIONS

Chapter I

General disposition

Article 693

Any civil obligation confers on the creditor the right to compel the debtor to the execution of that to which he is obliged.

Article 694

If the obligation to deliver refers to a certain and determined thing nothing in the debtor's possession, the creditor can always request fulfillment of the obligation and must be placed in possession of the thing.

Article 695

When the obligation to do does not require compliance with the personal action of the debtor, if he refuses to carry it out, he may creditor be authorized to enforce it on behalf of the debtor, or run by authority.

Article 696

The creditor can request that what has been done in contravention to what has been agreed is destroyed, and may also be authorized to truir it at the expense of the debtor, also entitled to damages.

Article 697

The obligation to give carries with it that of keeping the thing until the delivery.

Article 698

The obligation to ensure the conservation of a thing, derives from a principal to give or a principal to do, compels the debtor to use in the preservation of the care of a good parent, except in the cases in which the law especially tempers or aggravates the responsibility.

Article 699

Since ownership of the thing has been transferred, it runs for acquirer's account, even if royal tradition has not been verified, except if the delivery has not been made due to late payment or fault of the debtor.

Article 700

Any obligation to do that absolutely requires action of the debtor, as well as the obligation not to do, becomes compensation for damages in case of non-compliance.

Chapter II

Damages

Article 701

The fraud is not presumed, and whoever commits it is always obliged to compensate for the damages caused by it even if otherwise agreed.

Article 702

The debtor who fails to fulfill his obligation is in the substance, whether in the mode, will be responsible for the very fact of the damages caused to your creditor, unless the lack comes in fact from it, force majeure or fortuitous event.

Article 703

The debtor is not bound by the fortuitous event, but only when he has contributed to it or has expressly accepted that responsibility.

Article 704

In the compensation for damages, only those who, as an immediate and direct consequence of the lack of the obligation, have been caused or must necessarily caused.

Article 705

When the debtor for the penal clause has agreed to pay a sum determined as compensation for damages, the creditor cannot, except in the case of fraud, demand for the same title a higher sum, but neither may the debtor request a reduction of the stipulated sum.

Article 706

If the obligation is to pay a sum of money, the damages and losses consist always and only consist of the payment of interest on the amount due, counted from the expiration of the term.

Article 707

Liability for damages prescribes with the obligation whose lack of compliance produces it.

Chapter III

Penalty clause

Article 708

The effect of the penal clause is to determine in advance and you title of fine of damages and losses owed to the creditor, by the debtor that he does not perform his obligation or that he performs it in an imperfect way.

Article 709

The nullity of the main obligation entails that of the penal clause, but the nullity of this does not produce that of the main obligation.

However, when one promises for another person, imposing a penalty for the case of not fulfilling what was promised, it will be worth the same, even if the main obligation has no effect due to lack of consent of said person. The same will happen when one stipulates in

favor of a third party, and the person with whom it is stipulated is subject to a penalty, in case of not fulfilling what was promised.

Article 710

The penal clause is also valid, when a person guarantees obligations that can be canceled by some exception purely Obligor's staff.

Article 711

The creditor may demand the fulfillment of the obligation or that of the penalty, but not both, unless otherwise agreed.

Article 712

When only the penalty is claimed, it cannot exceed the value or in amount to the main obligation, and in cases where it is possible to claim of the principal and the penalty jointly, the penalty cannot exceed a quarter of that.

Article 713

If the obligation is partially fulfilled, the penalty will be modified in the same proportion.

Article 714

Compliance with the penal clause can only be required in the cases you are and when the circumstances in which, unless there is a clause criminal, damages could be claimed, as provided in the previous chapter.

Chapter IV

Of the exercise of the rights and actions of the debtor

Article 715

Creditors can exercise all rights and actions of the debtor, except those that are exclusively linked to the person.

Article 716

So that the creditor can exercise the rights and actions of the debtor, it is necessary that his credit is enforceable, that the debtor refuses

exercise them, and that a judicial subrogation to favor of the creditor.

However, the creditor may act outright without judicial authorization. dicial, and even if your debt is conditional or not enforceable, when It is only about facts that tend to preserve the heritage of the debtor, preventing irreparable damages, such as a prescription, or the one that would result from letting a sentence be executed.

Article 717

As soon as the debtor and the third party are notified of the creditor's claim on subrogation, the third party cannot relieve himself of his obligation to the detriment of the plaintiff creditor, nor can the debtor dispose of ner of the rights and actions that it has against the third party.

Article 718

The subrogation discussed in the previous articles does not give the creditor no preference over others, and by virtue of it, the Creditor will have the same powers that he would have if he were a proxy general of the debtor, for the business or businesses in question.

Law No. 7130 Code of Civil Procedure of August 16, 1989
it repealed articles 719 to 763.

TITLE IV

OF PAYMENT AND COMPENSATION

Chapter I

Of the payment in general

Article 764

Payment will be made in all respects according to the tenor of the obligation, without prejudice to what is provided for in special cases law.

Article 765

Anyone can pay on behalf of the debtor, even if the debtor opposes or the creditor; in case of bankruptcy, a co-creditor can make the payment, even against the will of both.

If for the obligation to do the conditions have been taken into account personal interests of the debtor, the work may not be performed by another person. na, against the will of the creditor.

Article 766

The payment must be made to the same creditor or who legitimately represent your rights.

Article 767

Payment made to a person who has received it on behalf of the creditor, without being authorized to do so, is valid, if the creditor ratifies fica or takes advantage of it.

Article 768

The payment made to the creditor who does not have the free disposal of his goods, is valid only insofar as it takes advantage of it.

Article 769

If the debt is for a certain thing, the creditor must receive it in the state in which it is, unless the debtor is responsible of deterioration according to the law.

Article 770

If the provision consists of the delivery of a certain thing, it does not individually, but as regards their species, the debtor is not bound the creditor to give it the best quality, nor the creditor to receive it the worst.

Article 771

When the debt is for a sum of money, the payment must be made in the stipulated kind of currency; in the absence of stipulation, in the currency that it was in progress when the debt was contracted; and in case of not being able to make the payment in the due currency, it will be made in the usual and current Verify the payment, calculating it according to the commercial and cash value that it had at that time, in relation to the currency owed. eleven

11. The Constitutional Chamber in judgments No. 3495 at 2:30 p.m. on November 19, 1992, added by No. 989 at 15 hours and 27 minutes of February 23, 1993, declared the constitutionality of the reforms introduced to article 6 of the Currency Law and ... original wording of article 771 of the Civil Code, which provided: “ **When the debt is one sum of money, the payment must be made in the stipulated kind of currency; in the absence of stipulation, in the currency that was current when the debt was contracted; and in case of not being able to do the**

Article 772

The creditor is not obliged to receive the payment of a obligation.

Article 773

What is due to term cannot be demanded before expiration-tion of the latter; but what has been paid before cannot be claimed.

Article 774

If the time when the debt should be due is not indicated in the title, the creditor can immediately demand payment, unless that the obligation by its nature, or by special provision of the law requires, to be enforceable, the lapse of a certain time.

Article 775

If it has been agreed that the debtor pay when possible, the Obligation will be due to the year of the day in which it was contracted.

Article 776

The term is presumed stipulated in favor of the debtor, unless it is you are contrary to convention or circumstance.

Article 777

The debtor cannot claim the benefit of the installment unless slow down debt repayment:

1st. When it has been declared insolvent.

2nd. When the assurances that he had given to the creditor in the contract, or has not given those that by agreement or by law is obligated to give.

3rd. When the debt being divided into several installments, it ceases to

add any of them, after required.

4th. When he wants to leave the Republic without leaving good known and sufficient to answer for all your debts.

Payment in the due currency, will be made in the usual and current when the payment is verified, computing it according to the commercial and effective value that it had at that time, in relation to the currency due ”.

The repealed text read: “Article 771.- When a debt is a sum of money, the payment must be made in Costa Rican national currency of legal tender ”(Law 6965 of August 22, 1984).

5th. When the debtor does not duly attend to the conservation of the mortgaged property to guarantee the debt.

If the debt that expires before the deadline to verify any of the fixed cases do not accrue interest, they will be discounted at the legal type.

Article 778

Payment must be made in the designated place expressly or implicitly- in the title of the obligation, in the absence of designation, in the debtor's home when the debt is contracted, unless the obligation has The object is a certain thing, because then payment will be made in the place where she was when the obligation was signed.

Article 779

The debtor of various overdue obligations that have as their object benefits of the same kind, you have the right at the time to verify the payment, to declare and to demand that it be consigned in the payment letter, what is the obligation you intend to satisfy.

Article 780

However, if the debt bears interest, the debtor has no right task of allocating the payment to the principal, but once the interest overdue, and if there are several debts, which accrue them, the imputation to the interests of all before the capital.

Article 781

When the debtor does not declare the obligation when making the payment that you intend to satisfy, you cannot later claim an imputation different from the one consigned in the payment letter.

Article 782

The imputation of a payment that has legitimately operated in all or in part the extinction of a debt cannot be retracted by the parties, to the detriment of a third party.

Article 783

When the payment letter does not indicate the debt in extinction of which payment has been made, it will be charged according to the following rules:

1st. Payment must be charged first to accrued interest, and then overdue debt, preferably overdue.

2nd. When the debts are all due, or all not due, days, the imputation will be made to the debt that the debtor has more interest in satisfying.

3rd. If all debts are past due and the debtor has no interest in satisfy one in preference to another, the imputation will be made at the most old, according to the date it was contracted.

4th. If all are in equal circumstances, the imputation it will be done proportionally to all.

Article 784

The expenses to make the payment are for the debtor's account.

Article 785

The fact of meeting in the same person the qualities of creditor and debtor, produces the same effects as the payment.

Chapter II

Payment with subrogation

Article 786

The creditor who receives the payment of the debt from a third party, although not is obliged to subrogate him in his rights and actions, he can do to do so, provided that the subrogation and payment are simultaneous and that record it on the payment letter.

Article 787

That subrogation will begin to take effect with respect to the debtor and third parties, from the notification to the debtor or from the acceptance of the latter.

Article 788

The debtor who borrows a sum of money to pay, can subrogate the lender in the rights and actions of the creditor, without that the contest of the latter's will is necessary.

Article 789

For the validity of the subrogation consented to by the debtor, it is necessary It is necessary that the loan has been made for the sole purpose of paying debt certain and determined, and this must be stated in the act of verifying fall, and that when the payment is made the origin of the money is declared.

The existence of these two conditions must be checked by means of public deed, without it being necessary, on the other hand, that the loan tamo and payment are simultaneous.

Article 790

Surrogacy is fully and fully operated:

1st. In favor of the creditor who pays out of his pocket to another creditor of better right than he because of his privilege or mortgage.

2nd. In favor of the buyer of a property, who uses the price of its acquisition to pay creditors to whom the property is affected.

3rd. In favor of the one who pays a debt to which he was obligated with or by others.

4th. In favor of the heir who has paid the debts of the heritage.

5th. In favor of the one who fully pays a creditor, after making the debtor is declared insolvent.

Article 791

Subrogation, whether legal or conventional, passes to the new creditor all the rights, actions and privileges of the former, both against the main debtor as well as against any third parties obligated to the debt, except for the modifications established in the following articles.

Article 792

The effect of conventional surrogacy can be restricted by the debtor or creditor who consents, to certain rights and actions.

Article 793

The legal or conventional subrogation, in favor of one of the co-obligated, only entitles you to collect from the other co-obligated the part by which each of them must contribute to the payment of the debt.

Article 794

The legal subrogation for the benefit of the third party who has acquired a real estate encumbered with a mortgage imposed by the principal debtor, not

authorizes the former to pursue the debtor's guarantor, even though the mortgage it would have been established after the surety.

Article 795

If the total amount of a debt is at the same time guaranteed with surety and with a pledge or mortgage provided by a third party that has not personally obligated, the third party and the guarantor, although subrogated in the rights and actions of the creditor, they cannot claim each other but half of the amount paid.

But the owner of the thing given in pledge or mortgage, will owe half of what was paid, if the value of the thing was equal to the amount of the debt or older than him, because if he were younger he would only have to contribute half the value of the thing at the time of payment; and this will be the basis for establish the proportion when the surety or pledge or mortgage does not guarantee the total debt.

Article 796

The creditor who has been partially paid can collect from the debtor the rest of the debt, with preference to the legally subrogated have satisfied part of it.

Chapter III

Of the consignment payment

Article 797

Anyone who has the right to pay a debt can do so, depositing judicially establishing the thing due, in the following cases:

1. If the creditor refuses to receive it without right.
2. If the creditor is not or will not send to receive it at the time of the payment, or in the place where it must be verified.
3. If the creditor is unable to receive it, he lacks a guardian or curator.
4. If the creditor is uncertain or unknown.

Article 798

For the consignment to take effect, it is necessary:

1. That it be done by a person capable or able to pay.

2. That includes all the liquid and payable debt, with your interests, if any.

3. That the condition is met, if the debt is conditional, or the term expired, if it was stipulated in favor of the creditor.

4. That it be done before a competent judge.

Article 799

If the deposit is not answered, or if it is confirmed by sentence, the thing will be at the risk of the creditor, and the obligation extinguished from the date of deposit.

Article 800

As long as the deposit has not been accepted by the creditor, or signed by judgment, the debtor can withdraw it.

Article 801

If after judgment the thing was withdrawn by the consignor with consent of the creditor, he loses all right of first refusal he shall have over it, and the co-debtors and guarantors remain disobedient.

Article 802

The expenses of the consignment will be paid by the creditor; except the case of opposition of this, declared admissible by sentence.

Chapter IV

Of improper payment

Article 803

Anyone who, by mistake of fact or law, or for any other reason vo, I will pay what you do not owe, you will have action to repeat what was paid.

However, when a person, as a result of an error proprio, you have paid another's debt, you will not have the right of repetition against the one who by reason of the payment and in good faith has suppressed or destroyed a title necessary for the collection of your credit, but you can try against the debtor the creditor's actions.

Article 804

He who in bad faith receives a payment unduly, is obliged to return the thing received, together with the interests or fruits from the day of the payment since he had bad faith.

In case of loss or alienation of the thing, you must restore the value real of her; and in case of deterioration, indemnify them, although the loss or deterioration arise from a fortuitous event, unless bare that the same would have happened when the thing was in the power of the owner.

Article 805

Payments made for a future cause that has not been made, or for a cause that has ceased to exist, or those that have taken place in reason for a cause contrary to the law, public order or good customs, or those that have been obtained by illegal means; may be repeated.

However, if the object of the contract constitutes a crime or a he-contrary to good customs, common to both contracting parties, none of them will have action to claim compliance with the agreed, nor the return of what you have given.

If only one of the parties is guilty, the innocent may claim what he has lent, without being obliged in turn to comply with that he had promised.

Chapter V

Of compensation

Article 806

Compensation takes place when two people meet the quality of debtors and creditors reciprocally and in their own right, provided that both debts are liquid and enforceable, and of amounts money or fungible things of the same kind and quality.

Article 807

If the debts are not of the same amount, the compensation will be made in the corresponding part.

If they have to be paid in a different place, the transport costs or change will be compensated to the party to whom they are owed, according to the circumstances.

Article 808

Compensation will not be made:

1. When one of the parties has waived in advance the decision right of compensation.

2. When the debt consists of something that the owner has been unjustly stripped.

3. When the debt has as its object a thing deposited.

4. When the debt is for alimony or other assets not seizable.

When it damages rights acquired by third parties, or produces The effect of preventing one of the sums from being applied to the object to which was specially destined by the nature of the convention or by the formally expressed will of the party making the delivery to the other.

Article 809

The compensation is operated by right and produces the extinction of the two debts and of all the concomitant obligations, regardless of the will of the parties, from the moment they the conditions that give birth to it are present.

Article 810

When there are many debts that can be compensated, it will be done This in accordance with what has been said about the allocation of payments.

Article 811

The compensation operated can be waived, not only expressly but also by facts from which it is necessarily deduced the nuncia.

Article 812

The one who pays a compensated debt, or accepts the transfer of it it is done to a third party, it is said that they have waived the compensation; but the resignation in no case harms third parties, because with respect

. However, if when verifying the payment or accepting the assignment, you were existence of the credit that had operated the compensation, will preserve, even with respect to third parties, the action that arose from their credit, together with all the accessory obligations that accompanied them.

Article 813

The debtor who accepts without reservation the assignment that the creditor You have made your rights to a third party, you may not oppose in compensation assignment, to the assignee, the claims that could have been opposed to the assignor, and the exception of the previous article is not applicable to this case.

TITLE V

OF THE OTHER MODES OF EXTINGUISH OBLIGATIONS

Chapter I

Of the novation

Article 814

The novation is carried out:

1. When, due to a change of object, or due to a change of cause, brings a new debt to replace the old one, which is extinguished.
2. When the creditor releases the debtor from his obligation, admitting a new debtor to replace the first.

Article 815

Novation is not presumed; it is necessary that the will to do it clearly results from the terms of the new contract, or the facts occurred between the parties.

Article 816

Once the new obligation is declared invalid, the original one will subsist.

Article 817

An obligation that can be terminated or voidable may serve as the object of vation, provided that it is capable of being confirmed and that the debtor have, when verifying the novation, knowledge of the vice that suffered.

Article 818

Modifications regarding the time when it is required or the way of fulfilling the obligation, as well as the change of creditor, they do not in themselves imply novation.

Article 819

The simple indication made by the debtor of the person who must pay gar for it does not produce novation.

The delegation, although it directly obligates the delegate to the creditor who accepts it does not produce novation by itself, but rather when is accompanied or followed by full discharge made in an ex-imprisoned by the creditor for the benefit of the delegator.

Article 820

The novation made with the principal debtor frees the guarantors; the made with one of the joint debtors, frees the co-debtors respect of the creditor. The privileges, pledges or mortgages of the first debt do not go to the second, except that the debtor and the owner of the thing given in pledge or mortgage, where appropriate, expressly consent to it.

Chapter II

Of referral

Article 821

The referral is subject to the merits, to the rules of the donations, but not in terms of form.

Article 822

The referral may be tacit, and the evidence is the fact that the creditor dor deliver the debtor the private document that serves as title. Without However, if the creditor proves that he delivered the credit document in pure confidence and with no intention of redeeming the debt, or that it was not

delivered by himself or by another duly authorized, do not there tends to be remission.

Article 823

The voluntary return made by the creditor of the thing received in pledge, the remission of the pledge right matters, but not the debt.

Article 824

The remission granted to the main debtor discharges the guarantors, Except as provided in the title of contest to goods.

Article 825

The referral granted to the guarantor does not separate the principal debtor and does not It takes advantage of or harms the cofiators.

Chapter III

Of confusion

Article 826

When the creditor qualities are brought together in the same person and debtor, the rights are confused and the credit and the debt.

Article 827

If the confusion is verified in the person of the principal debtor, approve your guarantors.

The confusion of the qualities of creditor and guarantor, or guarantor and principal debtor, extinguishes the confused bond; but not the obligation principal or other guarantees.

The one that is verified by the meeting of the creditor and joint co-debtor, does not take advantage of other joint co-debtors, but in the part that he was a debtor.

Article 828

The heir's credits and debts are not confused with debts and hereditary credits; but as the heir, after the participation brings together the qualities of debtor and creditor.

Article 829

If the act or contract resulting in the confusion is terminated or annulled it, the former will be without effect, the parties recovering their rights before superiors, with privileges, mortgages and other credit accessories.

But revoked the confusion by mere agreement of the parties, although effective, including revocation, may not revive to the detriment of third the accessories of credit.

Chapter IV

Impossibility of compliance

Article 830

The obligation is extinguished, when the certain thing perishes and nothing, purely and simply due or term, that was the object of the obligation, or when it goes out of the trade of men, or is loses so that his whereabouts are completely ignored.

Article 831

For this loss to produce the extinction of the obligation, it is necessary cesary:

1. That the loss occurred by fortuitous event, without mediated fact or fault of the debtor, or of the persons whose responsable.
2. That the debtor is not in default.
3. That it is not responsible for acts of God.
4. That he is not a debtor of the thing as a result of a robbery.

Article 832

If the loss of the thing is verified in one of the cases of the article above, the original obligation becomes one of damages. cios; but if the debtor were responsible for the thing by reason of robbery bo, you will not be able to exempt yourself from them, even if you show that the thing would have perished in the same way in the possession of the creditor.

Article 833

When the obligation to give a certain and determined body, niente of a synalagmatic contract is extinguished in relation to the debtor

by the fortuitous loss of that body, the correlative obligation of the another part does not stop subsisting.

Article 834

Reciprocal obligations arising from an agreement that has for the purpose of procuring the enjoyment of a personal right, or fulfilling a or abstain from it, are void if an obstacle occurs that make absolute and perpetual performance impossible.

Chapter V

Of the nullity and termination

Article 835

There is absolute nullity in acts or contracts:

1. When any of the essential conditions for its formation are lacking, mation or for its existence.
2. When there is no requirement or formality that the law requires for the value of certain acts or contracts, in consideration of the nature of the act or contract and not to the quality or status of the person who in them intervenes.
3. When they are executed or celebrated by absolutely incapable.

Article 836

There is relative nullity and action to rescind the acts or contracts:

1. When any of the essential conditions for their training or for its existence it is imperfect or irregular.
2. When any of the requirements or formalities that the law demands taking into account the exclusive and particular interest of the parties; Y
3. When they are executed or celebrated by relatively incapable.

Article 837

Absolute nullity can be claimed by anyone who has an interest in it and must, when the record is recorded, declare ex officio, although the

cation of the parties; nor for a period of time shorter than that required for ordinary prescription.

Article 838

Relative nullity cannot be declared ex officio or further alleged that by the person or persons in whose favor the laws have established yes or by their heirs, assignees or representatives; and can sub- by the confirmation or ratification of the interested party or interested parties, and for a period of time less than that required for the prescription ordinary.

Article 839

The necessary ratification to correct the relative nullity may be express or implied. The express must be made with the solemnities to that by law the act or contract that is ratified is subject. The unspoken It results from the execution of the contracted obligation.

Article 840

For express or tacit ratification to be effective, it is necessary that is done by whoever has the right to request termination and that the act of ratification is exempt from any defect of nullity.

Article 841

The term to request the termination will be four years that will be counted:

In the case of violence since it has ceased.

In the acts and contracts executed or celebrated by the minor, from that the father, mother or guardian had knowledge of the act or contract, and in the absence of that knowledge, since the minor was emancipated or higher.

In all other cases, from the date of celebration of the act or against to.

All of which is understood and will be observed when the law does not exist specially designated another term.

Article 842

The prescription of which the previous article speaks, refers only-mind to actions relating to assets and can only oppose between the parties that have intervened in the act or contract and those that they have their right.

Article 843

Nullity, whether absolute or relative, can always be opposed as my exception.

Article 844

Absolute nullity, as well as relative nullity, declared by sen-firm tenure, entitle the parties to be restored to the same state where they would be if the null act or contract had not existed, provided that the nullity is not due to the illegal nature of the object or cause, in which case what has been knowingly given or paid cannot be repeated.

Article 845

If the invalidity arises from the incapacity of one of the parties, the other only You will have the right to have what you have given or paid with reason for the act or contract, as soon as it has taken advantage of the Inca peace.

Article 846

Without prior delivery or consignment of what must be returned with ground for invalidity, a party cannot demand that the another part to the return of what corresponds to him.

Article 847

The effects of nullity also include third parties possessing owners of the thing, object of the act or null contract, except as provided in the Prescription and Property Registry Titles.

When two or more people have contracted with a third party, the nulli-declared in favor of one of them does not benefit the others.

Rescission actions may not be effective against third parties

Article 848

Although your credit is subject to condition or term, the creditor can sue in court for the inefficiency of the respect, of the acts of disposition of the patrimony through which the debtor causes damage to their rights, if the following conditions:

a) That the debtor is aware of the damage that his act causes to the rights of the creditor, or, if said act was prior to the birth of the credit, which would have been fraudulently foreordained to thwart the satisfaction of it;

b) That in addition, in the case of an onerous act or title, the third party does not know the damage, and if the act was prior to the origin of the credit, who will participate in the willful foreordination.

For the purposes of this rule, acts are considered onerous the guarantee benefits even for third-party debts, provided when they are contextual to the guaranteed credit.

The performance of an overdue debt is not subject to revocation.

The inefficiency of the act does not harm the rights acquired through the burdensome by third parties in good faith. The effects of the registration of the request for revocation in the Public Registry. (Reformed by article 2 Law No. 4327 of February 17, 1969).

Article 849

Once the declaration of ineffectiveness is obtained, the creditor can promote Executive or precautionary actions against third party acquirers that correspond in relation to the goods that were the object of the contested act.

The third party who has against the debtor rights derived from the exercise of the revocation action, cannot concur to make payment with the goods object of the act declared ineffective but once the creditor has been paid in full.

The revocation action prescribes in five years from the date of the act.

(Amended by Article 2 Law No. 4327 of February 1969).

TITLE VI

OF THE PRESCRIPTION

Chapter I

Of the prescription in general

Article 850

The prescription cannot be waived in advance, but can waive the compliment.

Article 851

The waiver of the prescription can be tacit; and it results from not opposing ner the exception before the final judgment, or who can oppose it manifests by a fact of his that he recognizes the right of the owner or creditor.

Article 852

The one who by prescription has acquired a right of servitude, or has been freed from it, you can have him recognized in court and request his registration or cancellation in the Registry.

Chapter II

Article 853

By positive prescription the property of a thing is acquired.

The following conditions are required for positive prescriptions:

Translation title of domain

Good faith

Possession.

Article 854

Whoever claims the prescription is obliged to prove the just title, Except in the case of easements, the right to own, or furniture, in whose cases, the fact of possession presumes the title, while do not prove otherwise.

Article 855

Good faith must last the entire time of possession.

Article 856

The possession must be as owner, continuous, public and peaceful.

Article 857

Possession acquired or maintained with violence is not useful for the prescription, but since the violence ceases.

Article 858

In the same way, concealed possession prevents prescription, as long as it has not been duly registered or cannot be known of those who have an interest in interrupting it.

Article 859

The current possessor who proves to have been in an earlier time,

has been in his favor the presumption of having possessed in the inter-

Article 860

To acquire ownership of the real estate, or any real right on them by prescription, a ten-year possession is needed. The right to possess is prescribed for possession of one year.

Article 861

Possession of property or real rights over them is not valid for prescription against a third party, but as soon as the title is registered in the Public Registry, except as stated in the title of easements.

Article 862

To acquire ownership of movable property by prescription, in the If there is no other title than the one that presumes possession, you need a three-year possession. (Amended by Decree XVI of 12 December 1887).

Article 863

The one who tries to prescribe can complete the time necessary to add giving to the one of his possession the time that he has possessed in good faith his

cause; the one owned by anyone who has acquired the right to possess, of the same that tries to prescribe, or of the cause of East.

Article 864

If several people have something in common, none of it can prescribe against its co-owners, but can prescribe against a stranger, and in this case the prescription takes advantage of all partners.

Chapter III

Of the negative prescription

Article 865

Due to the negative prescription, a right is lost. For this the over time.

Article 866

The action to enforce a right is extinguished by the prescription of the same right.

Article 867

If the action is prescribed by the principal right, they are also prescribed the shares for the accessory rights.

Article 868

All rights and their corresponding action are prescribed for ten years. This rule admits the exceptions prescribed by the articles following and others expressly established by law, when Certain cases require more or less time for the prescription.

Article 869

They prescribe for three years:

1. Actions to request interest, rentals, leases, pensions and income, provided that the payment has been stipulated by semesters three or for another period greater than one semester.
2. Actions for salaries, fees or emoluments for services professionals.

3. The action of entrepreneurs to collect the value of the works that they will execute piecework.

4. The actions to collect the use or any other right on movable property.

Article 870

They prescribe for one year:

1. The actions referred to in the first paragraph of the preceding article higher, when the payment has been stipulated for shorter periods of time than a semester.

3. That of shopkeepers, apothecaries, merchants and any other business for the price of the sales they make directly to consumers.
meters.

4. That of the artisans for the price of the works they will execute.

Article 871 ¹²

Civil actions arising from a crime or quasi-crime are prescribed together with the crime or misdemeanor from which they originate.

Article 872

Whoever is opposed by one of the prescriptions established in Articles 869 and 870, can demand from the person who opposes it or from his inheritance deros, confession to say if the action is really extinct for payment or fulfillment of the obligation, being able to request such a sion within a period equal to that of the opposite prescription, counted from the fulfillment of it.

Article 873

The actions referred to in articles 869, 870 and 871, if des-
After being enforceable, the obligation will be granted a document or relayed judicial sentence, will not be prescribed in the terms previously expressed,

¹² Tacitly repealed by article 96 of the Penal Code. (see among others, resolutions 2002-861 of the Third Chamber and 422-F-2007 of the First Chamber, both of the Supreme Court).

but in the common term that will begin to count from the expiration document or from the day of the final judgment.

Article 874

The term for the prescription of shares will begin to run after of the day the obligation is due.

Article 875

The positive prescription is interrupted, when the holder is first in possession of the thing or of the enjoyment of the right for one year, unless he recovers one or the other judicially.

Article 876

Any prescription is civilly interrupted:

1. By the tacit or express recognition that the holder or debtor do in favor of the owner or creditor of the property or right that deals to be prescribed; Y

2. By the judicial summons, seizure or kidnapping notified to the holder or debtor.

Article 877

Neither the judicial summons, nor the embargo, even if it comes to test the claim, they will interrupt the positive prescription:

1. If the claim is inadmissible for lack of legal solemnities them.

2. If the plaintiff desists from the claim.

3. If it is declared deserted.

4. If the defendant is acquitted by final judgment.

Article 878

The effect of the discontinuation is to render the entire time previously run.

Article 879

The negative prescription is also interrupted by any gestures judicial or extrajudicial action, for the collection of the debt and compliance of the obligation.

Article 880

The prescription does not run:

1. Against minors and the disabled during the time they are-
have no guardian or curator to represent them in accordance with the law.
2. Between parents and children during parental authority.
3. Between minors and disabled persons and their guardians or curators,
while the guardianship or conservatorship lasts.
4. Against the military on active duty in time of war, both
inside as outside of the Republic.
5. Against the lying inheritance, as long as there is no executor
accepted.
6. Against day laborers and domestic servants, regarding their laborers
wages or salaries, as long as they continue to work or serve the
owes them.
7. In favor of the debtor who with illegal acts has prevented the exercise of
cio of the action of a creditor.

Chapter VI

Provisions

Article 881

In the prescriptions for months and years, one and the other are counted
from date to date, according to the Gregorian calendar.

If the term is of days, the day it begins is always counted
whole, even if it is not; but the one in which it ends must be complete.

Article 882

terms or terms indicated by law or by the parties, in the conventions
tions and civil relations of the people, except that in the same law or
the legal act agreement provides otherwise.

Article 883

In the prescriptions initiated before this Code, the time that
missing will be increased or decreased proportionally in relation to the
new provisions.

TITLE VII

OF THE INSOLVENCY OF THE DEBTOR AND OF THE CONTEST OF CREDITORS

Chapter I

General disposition

Article 884

For the insolvency of a person to produce all the effects
that the law attributes to it, it is necessary that it be declared judicially.

Article 885

The State and the Municipalities will never be considered insolvent.
company, for the legal purposes that may derive from such consideration
I know. (Amended by Article 2 Law No. 4327 of February 17, 1969).

Article 886

Provided that the management of one or more creditors proves
that the debtor's assets are insufficient to cover his debts,
the declaration of the contest proceeds.

The capital insufficiency is presumed by the fact of not presenting
tar the debtor or accuse the Property Registry enough goods
to satisfy all your obligations.

The opening of the contest will also be decreed when requested by the
own debtor, if he has two or more creditors. (Reformed by
Article 2 Law No. 4327 of February 17, 1969).

Article 887

To have the right to request the declaration of insolvency of a person, it is necessary to legally establish that the applicant is such creditor and that your credit is already due.

Article 888

The state of insolvency, once declared and while it is not justified to be of more recent time, it is presumed to have existed thirty days before the date the declaration was requested. Can be rolled back up to three months, with proof that the insolvency was prior.

Articles 889 to 892

Repealed by Article 7 Law No. 4327 of February 17, 1969.

Article 893

They are complicit in fraudulent insolvency:

1. Those who, having conspired with the debtor to suppose credits against him, or increase those he actually has on his assets, make that assumption when legalizing your credit.
2. Those who, in agreement with the insolvent, alter the cause of their credit I credit to the detriment of other creditors, even when this is verified before filing for insolvency.
3. Those who deliberately help the debtor to hide or steal any part of your assets or credits.
4. Those who, after the declaration of insolvency is published, admit endorsements or assignments of credits made by the insolvent, or enter-give him the belongings you have, instead of handing them over to the legitimate administrator of the estate.
5. Those who deny the curator or legitimate administrator, the existence of cia of the effects in their possession, belonging to the debtor.
6. Creditors who make private arrangements with the insolvent and that are detrimental to other creditors.
7. The dependents or commission agents involved in the business tions made by the declared insolvent with respect to the assets of the dough; Y
8. Those who execute regarding fraudulent insolvency any- any act that, according to the Penal Code, constitutes them accomplices of the fraud.

Article 894

The accomplices in the fraudulent insolvency will be sentenced civilly to reimburse the assets whose theft had fallen complicity, and to compensate damages, outside of punishment imposed by the Penal Code.

Article 895 to article 897

Repealed by article 8 Law 7130 of August 16, 1989 Code Civil procedure).-

Article 898

The insolvency of merchants will be governed by the provisions of the Commercial Code. (Amended by Law No. 15 of October 15 1901).¹³

Chapter II

Effects of the declaration of insolvency and of the opening of the contest

Article 899

From the declaration of insolvency, the debtor is entitled separated and inhibited from the power to administer and dispose of assets that belong to you and are legally seizable. This faculty tad corresponds to your creditor or creditors, who, in case of conflict course, they must exercise it through a curator appointed for that purpose.

The previous provision does not include the assets that the debtor may da acquire, pending the contest, through their work or industry, nor those that come by virtue of a legacy, inheritance or donation that is do, provided that they cannot be pursued by your creditors.

Article 900

All the provisions and acts of ownership or administration of the solvent, on any kind and portion of the goods to which it is refers to the first paragraph of the preceding article, after publishing

¹³. The Commercial Code, Law 3284 of April 30, 1964, expressly repealed Law 15 of October 15, 1901.

in the official newspaper the declaration of insolvency, they are absolutely null.

Article 901

They are also absolutely null, if they had been executed or celebrated after the existence of legal insolvency according to article 888:

1. Any act or contract of debtor, free of charge, and those that, although made for consideration, they should be considered as free, in attention to the excess of what the debtor would have given on his part as equivalent.
2. The constitution of a pledge or mortgage or any other act or stipulation aimed at securing credits previously contracted or give them some preference over other credits.
3. Payment of non-due debts due to not having fulfilled its term or condition.
4. Payment of past due debts that have not been made in currency effective or in commercial credit documents.

Article 902

Acts or contracts under title are likewise absolutely null. free, that the insolvent had executed or celebrated in the two years prior to the declaration of insolvency in favor of your spouse, ancestors, descendants or brothers, in-laws, sons-in-law and brothers-in-law.

Article 903

They are voidable, at the request of the curator or of any interested party, the disposals of real estate and the cancellation or constitution of a real right over them; the cancellation of documents or obligations unexpired obligations, and the constitution of a pledge to guarantee obligations contracts or documents granted by the insolvent, provided that he has executed or celebrated any of the aforementioned acts or contracts, after the existence of legal insolvency confessing having received the thing, value or price of it, and the other party does not check the effective delivery of said thing, value or price.

Article 904

In the case of the spouse, ascendants, descendants or siblings consanguineous, or related to the insolvent, the nullity referred to in the previous article, extends to the acts or contracts executed or celebrated

so that this nullity does not proceed, the interested party has to prove, in addition, more than the actual delivery of the thing, value or price, circumstances of that it can be deduced that at the time of the act or contract he did not know the intention of the insolvent to defraud his creditors.

Article 905

They are also voidable at the request of the curator or of any creditors. interested party, without restriction regarding the time in which they celebrated:

1. The acts or contracts in which there has been simulation, understanding-I know there is when the parties affirm or declare things or facts that they are not true.
2. Disposals for consideration or free of charge, when the other party I would have known that the debtor performed the act or made the contract in order to subtract the thing or its total or partial value from the persecution tion of your creditors.

Article 906

In the same terms as the acts or contracts expressed, you can The sentences that have been fraudulently inflicted on against himself the debtor, so that they are annulled as soon as they harm the creditors.

Article 907

The preceding provisions on nullity and termination of acts and contracts of the insolvent, those that his human heir biere executed or celebrated with respect to mortuary goods, from the death of that one, until the declaration of insolvency.

Article 908

If the first purchaser is not in the required conditions so that the rescission action can be exercised against him, it will not pass this against the subsequent owner, unless the alienation The first would have served only as a means of disguising the fraud.

Article 909

If the action is admissible against an acquirer, it will also pass against the person to whom he transmits his right gratuitously, and even as a onerous when the successor has known, when verifying the acquisition tion, the complicity of the transferor in the fraud of the debtor.

Article 910

Agreed by the creditors not to initiate actions for termination or of nullity referred to in the previous articles, you may do so any of the creditors who have not formed a majority; but the others who have not voted against the demand must be summoned, in case they wanted to become parties in the trial. The sentence that relapsing into it will harm all bankruptcy creditors; but The advantages of the termination or nullity obtained will only be used in the surplus that remains after the credits are fully covered of those creditors who have appeared at the trial during the first instance, before or at the time of opening to tests. (Reformed by Law No. 7130 of August 16, 1989. Civil Procedure Code).

Article 911

When the action for nullity or termination is filed by the curator, each of the creditors, representing their own right, with independence on the curator, may appear at the trial, assisting to the efforts of the latter.

Article 912

In businesses that are pending with the insolvent when declaring insolvency, if neither he nor the other party have fully or partially fulfilled their respective obligations, the creditors of the insolvent have the right, but not the obligation to take his place.

If creditors don't want to take over the business, the one you contracted with the insolvent has no other claim than for damages.

Article 913

In any obligation of the insolvent that does not consist in the payment of a amount of money, the other contractor cannot enforce the stipulated, but the damages caused by the lack of compliance.

Article 914

In all cases where a business is terminated by the declaration of insolvency, the contracting party can only claim and settle his damages and damages as a creditor of the contest, except that he has a pledge or mortgage in your favor.

Article 915

When qualifying and liquidating said damages, the non-compliance as a result of changed circumstances in the person of the debtor.

Article 916

Since the declaration of insolvency, they stop running against the current credit interests that are not secured by pledge or mortgage; and even pledge or mortgage creditors will not be able to demand current interests, but to the extent that the product of the thing on which the guarantee is constituted.

Article 917

By virtue of the declaration of insolvency, they have given up all passive debts of the insolvent.

When mortgage or pledge creditors wish to approve take care of the expiration of the term due to the fact of the contest, They will charge outside of this.

Article 918

Among the credits of the insolvent as guarantor, the benefit will subsist of excuse, even if he has renounced it; and the debtor although the term is about to expire, you must pay or replace the warranty.

Article 919

Regarding bills of exchange, drafts or promissory notes to the order, only The provisions of the two previous articles will be applicable, in the event that the insolvent is the one who accepts the bill, or who drew the

letter not accepted, or who issued the draft or signed the promissory note to the order; but if the insolvent is only an endorser, the holder of the bills, draft or promissory note, may not demand payment before the term, nor guarantee that once this has expired, it will be verified.

Article 920

Since the opening of the contest, and as long as it is not over, the Bankruptcy creditors cannot start or continue separately judicial procedures for the payment of their respective credit, against the insolvent and the bankrupt assets.

Chapter III

Of the curators

Article 921

The curators, owners and alternates, must be appointed by the Judge when issuing the resolution declaring the contest. (Reformed by Article 2 Law 4327 of February 17, 1969).

Article 922

If for a certain case the proprietary and alternate conservator, the judge will appoint a person who as specific curator makes up for the fault. (Amended by article 2 Law 4327 February 17, 1969).

Article 923

Anyone who can be a legal representative, except those that in the case of being creditors would not have a vote, according to with article 949, and public employees.

The curators must have a fixed residence in the place of the court where the contest is processed, and they may not be absent for more than eight days without permission from the Judge, who may not grant it for more than one month. (Amended by article 2 Law 7130 Civil Procedure Code of 16 of August 1989. By article 9, it will govern six months after its publication).

Article 924

Once the position of curator has been accepted, it cannot be resigned unless for just cause. Nor may the curator be removed, except for lack of compliance with any of its obligations or for any other reason legitimate.

Any bankruptcy creditor may request the removal of the curator. owner or alternate. (Amended by article 2 Law No. 4327 of February 17, 1969).

Article 925

The curator represents judicially and extrajudicially the contest, in who is recast the legal status of the bankrupt as regards the administration and disposition of the seizable assets and the sion, recognition and exercise of the rights that activate or passive-Mind corresponds to the bankrupt and may affect said assets.

He also represents the bankruptcy creditors in everything that is of common interest, but does not represent them in what the interest of the creditor is opposed to the interest of the contest or contrary to the agreements of the majority, which the curator must comply with and uphold, nor when Creditors, in the cases permitted by law, appear at the trial helping or supplying the efforts of the curator.

Article 926

The curator will earn five percent as fees on the amount actually produced by the assets of the contest. In the proprietary curator's fees, those that may correspond to the alternate curator or the specific one for the workers jos that in replacement of that one do. (Amended by article 2 Law No. 4327 of February 1969).

Article 927

The alternate conservator's fee as well as the specific one will be paid after your accounts have been approved. The proprietary curator tary will be covered like this; a half of what corresponds to him, on the amount of each distribution, when this is made and the other half will be included in the last dividing account and it will be delivered to you when the course, the general account of its administration is approved. (Reform-do by Article 2 Law No. 4327 of February 17, 1969).

Article 928

When, due to the change of curators, several have worked jado in the contest, the fee will be distributed among them according to their pective jobs.

Article 929 and 930

Repealed by Article 7 Law No. 4327 of February 17, 1969.

Article 931

The curators representing the contest have the powers and obligations of an agent with general power, with the differences established by the following articles.

Article 932

The obligations of the provisional curator are:

1. Take care that, without loss of time, they make sure and inventory the assets of the insolvent.

2. Continue pending lawsuits that actively or passively inte-
Resen the contest and support those who enter against it.

3. Claim judicially or extrajudicially the credits due to
favor of the contest and deliver what was collected.

4. Verify and rectify the lists of assets and liabilities presented
by the insolvent, or form said lists if the latter has not presented them.
do. To fulfill this obligation, the curator will consult the books and papers
them of the contest, will do the necessary investigations being able to collect
reports of the insolvent himself, his dependents and any of
the individuals in your family.

5. Take care that the assets occupied and inventoried are preserved
in good condition, reporting to the Judge those who cannot
be served without prejudice to the contest to order the sale of them or
dictate the measures conducive to avoiding the damage.

6. Present in writing the reports of the acts of its administration.
tion, state and agencies of the contest. (Reformed by article
2 Law 7130 Code of Civil Procedure of August 16, 1989. By article

ass 9, in force six months after its publication).

Article 933

To continue the bankrupt's business or businesses and for all acts that is not essential to the meeting of the elements that established clearly identify the assets and liabilities of the contest and are saved and preservation of property, the curator needs to be especially authorized approved by the Judge. (Amended by Article 2 Law No. 4327 of February 17-Brero 1969).

Article 934

It is the responsibility of the curator who owns the contest to examine and rate The basis and proof of the claims against the competitor so, manage and carry out the occupied goods and distribute the product among recognized creditors. (As amended by article 2 Law No. 4327 February 1969).

Article 935

The proprietary curator will be dependent on his or her functions of nistration and you will only need to be authorized to:

1. Compromise or compromise in arbitration a business whose value exceeds ten thousand colones.

2. Extrajudicial selling of real estate.

3. Recognize the claim of assets worth more than ten Thousand colones.

4. Establish processes that aim to rescind or cancel any act or contract of the insolvent. (Amended by Law 7130 Pro-Civil court of August 16, 1989. By article 9, it governs six months after publication).

Article 936

Repealed by article 8 Law 7130 Civil Procedure Code of 16 August 1989.

Article 937

Repealed by Article 7 Law No. 4327 of February 17, 1969).

Article 938

The conservator must:

1. Bring a book in proper form where they settle daily and one by one the income and expenditure items that the contest has;
2. Present each month to the court a statement of income and egre-are there ever, according to the records of the newspaper to which it refers the previous subsection;
3. Deliver the amounts of money belonging to the contest, as they are received, in the establishment or office indicated-established by law for deposits, consigning them there to the order of the Judge who knows about the contest; Y
4. Render a detailed and verified account of all your administration. (Amended by Article 2 Law No. 4327 of February 17-Brero 1969).

Article 939

At their expense and responsibility, curators may give power for businesses that they cannot carry out personally tea.

Article 940

Repealed by article 7 Law No. 4327 of February 17, 1969.

Chapter IV

Of the creditors and their boards

Article 941

The declaration of insolvency fixes, irrevocably, the rights of all creditors in the state who have or have had the applicant cite said declaration; and consequently, the compensation of cre-between the bankrupt and one of the creditors who, upon requesting the declaration of insolvency, it has not yet operated in full made by the sole effect of the law, it can no longer be carried out.

Nor may it be increased for the effect of having representation in the bankruptcy, the number of creditors for the division or separation of any of the credits; but if it can be reduced by gathering a creditor two or more credits, and verified this accumulation, it is considered will grant the increased credits, as if from the beginning there were formed only one for the effect of not increasing the number of creditors. res, although these credits are later separated and belong to different those people.

Article 942

The bankruptcy's personal creditors are creditors that claim the satisfaction of a credit of the common mass.

Article 943

Mortgage creditors, pledges, those who enjoy equal right to these, and all others who demand a right property, or who are privileged as creditors of the estate, can demand the payment of their credits separately, through common channels, and will not be admitted as creditors of the bankruptcy, even if the insolvent company has been declared at the request of one of them, but only as have personal action against the bankrupt, and only in the part in which expressly renounce the legal advantages that the specialty gives them give your credit.

Article 944

The co-obligated or guarantors of the insolvent will be creditors of the course for the amounts that they have paid on his behalf; but not for those that are obliged to pay later, unless, satisfactorily Facing the creditor, enter by means of subrogation, instead.

Article 945

Once a meeting is legally called, it will be held if two or more creditors, and the resolutions adopted by majority will be mandatory for minority creditors, as well as for who have not attended the meeting, unless the agreement has been taken against the express provision of a law. (Reformed by arti-

Article 946

Both in a meeting and when it corresponds to do so in writing, For there to be a resolution, it must be adopted by the majority of votes. The votes will be counted by the persons and by the capital. Beep- Pecto of the people, each creditor will have one vote. As for the capital such, the sum of the credits represented will be equal to so many votes as creditors to speak, so that divide that by the number of these, the resulting amount will be a vote of capital. (Re- formed by article 2 Law 7130 Civil Procedure Code of August 16 1989. Article 9 governs six months after its publication).

Article 947

Repealed by article 7 Law No. 4327 of February 17, 1969.

Article 948

In the case of an agreement between the creditors and the bankrupt, to that there is a majority that accepts the agreement, it will be necessary that the majority of the personal votes present, representing the three quarters of the value of all credits belonging to the creditors included in the balance sheet, if it were the agreement before the qualification, or those recognized by it and those who already have litigation initiated to enforce their claims, if after said qualification. In the meeting that knows of the agreement, the rest, nor will the credit of the creditors be taken into account refers to subsection 2) of the following article (Amended by article 2 of the Law 7130 Civil Procedure Code of August 16, 1989. By article 9 in force six months after publication).

Article 949

They will have a voice and vote in the meetings prior to the credit rating. all the creditors of the bankruptcy that appear in the list presented by the insolvent and rectified by the curator, or in the form di-

1. The spouse and the ascendant, the descendant and the brother, with blood or related, of the insolvent.

2. The person who, in the six months prior to the declaration of insolvency, company, be or have been a partner, attorney, dependent or domestic of the insolvent.

Until the meeting is held, anyone may request be added to the list of creditors and if the majority of creditors agree, or if it is presented with a reliable instrument, it will be added to the list and will have voice and vote as creditor. (Reformed by Article 2 Law 7130 Code of Civil Procedure of August 16, 1989. By article 9 it governs six months after its publication).

Article 950

In the credit qualification, all creditors who have presented themselves to legalize their credits in accordance with the law, but the vote of the creditor whose credit is reissued will cease to be counted. chased by the majority. (Amended by article 2 Law 7130 Code Civil Procedure of August 16, 1989. Article 9 governs six months after publication).

Article 951

The creditor who fails to legalize his credit in a timely manner will lose the privilege that may correspond; but while the contest is pending, you can claim your credit and it will be taken into account for distributions yet to be made.

Article 952

The creditor who owns an unrecognized credit will not be able to attend meetings or cast their vote in writing, as long as a final decision does not declare that you are such a creditor; but since the trial has started respective, the amount of the demanded credit must be taken into account to compute the majority in the meeting on the agreement. (Reformed by article 2 Law 7130 Civil Procedure Code of August 16, 1989. By article 9 it governs six months after its publication).

Article 953

The creditor recognized by the majority will be considered as such, except What an enforceable ruling, in the lawsuit brought against him by the creditors If you are opposed to your credit, declare that it is not legitimate.

Article 954

No credit may be represented, even if it belongs to several people, but only one. The person representing several credits it will have as many personal votes as creditors it represents. (Reform-do by article 2 Law 7130 Civil Procedure Code of August 16, 1989. Article 9 governs six months after its publication).

Article 955

Every creditor of the contest has the right to pay in full to any of the other creditors, and from the moment they verify that the payment or make the consignment according to law, is legal-mind substituted in the rights and privileges of the paid creditor.

Article 956

When two creditors pretend to pay their respective credits coughs, or were several who want to pay the same loan, will have the preference is the one who makes the proposal first, and among those who ren at the same time, the owner of the greatest credit will be preferred.

Article 957

(Repealed by Law No. 7130 Code of Civil Procedure of August 16 1989).

Chapter V

Of the distributions and payment of creditors

Article 958

After eight days and before fifteen, after it is found sign the resolution in which the court rules on the recognition foundation of credits, will proceed to the distribution of existing metallic ties. As long as there are funds that cover two percent of the pending credits, new distributions will be made. (Reformed by Article 2 Law No. 7130 Civil Procedure Code of August 1989).

Article 959

In addition to the recognized credits, they will be included in the the credits of foreign creditors that appear in the reformed by the curator, even if they have not been legalized, if were still, within the period that the law grants them to do-the; those that have been rejected, if their owners had started the corresponding process to check them; and those of those who know have submitted to legalize them after the resolution in the one that issues a pronouncement on the recognition of credits. (Amended by article 2 Law No. 7130 Civil Procedure Code of 16 August 1989. Article 9 governs six months after its publication. cation).

Article 960

The dividends corresponding to the credits mentioned by the article above, they will be kept deposited and will return to the contest, when the term for the presentation of creditors has elapsed foreigners, without having done so, or when an enforceable sentence declare the claimed credits inadmissible.

Article 961

Regarding the conditional credits that must appear in the distaxation, if the condition is suspensive, will be kept deposited two dividends; and if it is decisive, dividends may be delivered to the creditor, provided he satisfactorily guarantees the return, in case the condition is verified.

Chapter VI

Of the termination of the contest

Article 962

Yes, the pre-established terms for the legalization of credits have expired and before finalizing their qualification, all creditors who have submitted consent to dispense with the contest, it remains this was undermined and the debtor's ban as insolvent lifted.

Article 963

At any time the insolvent may make the creditors the propositions you may have about the payment or arrangement of your debts you give. (Amended by article 2 Law 7130 Civil Procedure Code of 16 August 1989. Article 9 governs six months after its publication. cation).

Article 964

For the agreement with the insolvent to take effect and be able to oblige opposing creditors, and those who are not have submitted, they must meet the following conditions:

1. That the debtor's propositions be made and deliberate in meetings of creditors legally convened, and not outside of them, or in private meetings.
2. That a number of creditors expressly consents to the agreement competent to form the majority required by article 948.
3. That equal rights be granted to all creditors to whom The agreement includes the agreement, unless the injured parties consent to otherwise.
4. That the agreement be approved by final judgment.

Article 965

The sentence that approves or imprints the agreement may not be issued before fifteen days, counted from the date on which, by the newspaper official, let the interested parties know that they are admitted by the creditors the arrangements proposed by the debtor.

During those fifteen days the creditors with the right to vote, who disapproved the agreement or did not attend, they may oppose the approval, only for one of the following reasons:

1. Defects in the forms prescribed for the convening of the meeting.
2. Collusion between the debtor and a creditor of the parties to the board to be in favor of the agreement.
3. Deficiency in capital or in the number of creditors required rivers to form a majority.

Article 966

Creditors with disputed credit can oppose the agreement for not having taken into account your credit to compute the three quarters of the total value of the credits; but if later it adheres to the agreement, it will be valid.

Article 967

Once the agreement is approved by a final judgment, it will produce the rights and obligations of a transaction for and against all the bankruptcy creditors, whether or not they have legalized their credits; but insofar as it damages creditors who have any privilege or preference, will only have force if they expressly accept it.

The disapproval of the agreement by final judgment implies the nullity of the same agreement.

Article 968

By virtue of the agreement, the actions of the creditors for the part of their credits from which remission has been made the insolvent, even when it comes to a better fortune or has some surplus of the assets of the contest, unless an agreement has been made express to the contrary.

It also takes advantage of the agreement to the guarantors of the insolvent, the co-obligated parties in solidum, but only with respect to creditors who have concurred with their vote to approve the agreement.

Article 969

Creditors who have not appeared in the bankruptcy are subject to your actions against the insolvent; but those who do not enjoy priority cannot claim more of their legal credits-proven, that the one that would have touched them by virtue of the *venio*, nor will they be able to take advantage of the guarantees that ensure compliance with the stipulations, have been established in favor of the credits that were taken into account when making an arrangement.

Article 970

If, when the agreement is signed, the board has not expressly empowered mind to the conservator to represent the creditors in all matters Upon compliance with the stipulated, the agreement will be executed in favor of

Due to the failure of the insolvent to comply with the agreement, is presumed fraudulent and is subject to bodily pressure, without prejudice to lock at the same time the execution on their assets.

Article 971

In the event that in order to obtain the settlement with the creditors, willfully diminished the assets, the insolvent's obligations and the of its guarantors, if they are aware of the fraud, will increase will be in favor of the creditors in an amount double that of the willful decrease in assets.

If the liability has been exaggerated, in addition to not taking into account for distribution, credit or excess credit not true, and return-see what has been received on his account, the obligations of the insolvent in an amount equal to the amount of the generation of liabilities.

The guarantors and those who appear to own the exaggerated credit su- Since, if they consent to fraud, they will be jointly and severally liable with the insolvent.

If the fraud to obtain the settlement had consisted in granting some of the creditors greater advantages than those stipulated in the agreement, the complicit creditor will lose in favor of the other creditors- res of the contest, your credit, having to return all the amounts that on his account he would have received.

Article 972

Any of the creditors to whom the agreement covers may, within the four years immediately after its approval, declare the fraud referred to in the preceding articles. If the action is attempted by one of the creditors, all the other creditors in case they want to appear at the trial. Respect of creditors who do not appear in the first instance, before or at the time of opening the trial to evidence; will be applicable in terms of damage or advantages resulting from the sentence, the provisions of the Article 910.

Article 973

If the debtor is convicted of the crime of fraudulent insolvency ta, you will lose the referrals and other concessions that may have been made in the covenant. (Amended by article 2 Law 7130 Code Civil Procedure of August 16, 1989. Article 9 governs six months after publication).

Article 974

After the contest by agreement, pending litigation with the contest, they pass to the debtor, to whom, unless otherwise agreed, will collect all unrealized assets, being held accountable by the curator of its administration.

Article 975

When there is no arrangement, completion and distribution of all assets, the contest will be terminated and the curator will render its accounts, which will be examined at the creditors' meeting.

Article 976

After the contest for having concluded the realization and distribution property, its creditors can occupy, except stipulation to the contrary, the goods that the debtor acquires later-mind with the following limitations; they will not be able to pursue or execute to the debtor for the part of their respective credits that has not been covered, but after five years from the date of the declaration of contest, unless he is convicted of the crime of fraudulent course, in which case they may immediately pursue the goods you acquire, as long as they leave you what is necessary for your food tion and that of his family. (Amended by article 2 Law No. 4327 of 17 February 1969).

Article 977

Mortgages and other guarantees that the debtor may have granted for to ensure the stipulations of the agreement, once it has been fulfilled in everywhere, they will be canceled by the person to whom the creditors' meeting res has been in charge of doing it and in his fault, by the Judge.

General disposition**Article 978**

In lawsuits on rescission and nullity of acts and contract of the insolvent, and those dealing with fraud to obtain the settlement with creditors, all kinds of evidence are admissible. The conviction legal of Judge to decide such judgments, is not subject to the positives of the common test. The qualification of which works in cars and the complete it in case of insufficiency, with the necessary oath, that-

Page 152

gives the prudent arbitrator of the Judge, who both for it and to pronounce cite his sentence, he must attend to the totality of the circumstances and evidence that the contest cars provide.

Article 979

Repealed by article 7 Law No. 4327 of February 17, 1969.

Article 980

The assets that exist in the Republic, belonging to a person a declared bankrupt or insolvent in another country, they can be executed and bankrupt by creditors resident in Costa Rich, and only what is left of the goods after completion the partial contest or of satisfied the performers, will correspond to the mass of the bankruptcy or bankruptcy pending abroad.

TITLE VIII

**OF THE VARIOUS KINDS OF CREDITS,
YOUR PREFERENCES AND PRIVILEGES**

Chapter I

General disposition**Article 981**

All the assets that constitute the patrimony of a res-
They pay their debts. However, the clauses of disembarkation

gability are valid when they have been imposed in the terms and conditions of article 292. (Amended by article 1 Law No. 2112 of April 5, 1957).

Article 982

If the assets do not cover all the debts, they must be paid these pro rata, unless one of the creditors has a reason legal preference.

Article 983

However from what was said before, with goods acquired by a debtor in the country, debts they have contracted abroad will not be paid, prior to its establishment in this Republic, but once paid those that would have subsequently contracted.

Article 984

They cannot be prosecuted, by any creditor, and consequently not may be seized or kidnapped in any way:

1. Salaries, in the part that the Labor Code declares them to be seizable.
2. Retirements, pensions and social benefits of the debtor and the alimony.
3. The debtor's household goods, household items and clothing necessary for the personal use of him, his spouse and the children of pending that they live with him.
4. The books, machines and tools necessary for the profession or office. the debtor.
5. The tools and instruments of the artisan or farmer, as necessary for their individual work and that of the children they support. ne.
6. The food that exists in the debtor's possession, in the amount necessary for the consumption of your family for a month.
7. Purely personal rights such as use and habitation and any other assets that the debtor has acquired free of charge. tuito under the condition that they cannot be prosecuted for debt,

except for improvements that come from your industry.

However, the goods indicated in sections 3), 4) and 5), may be prosecuted by the respective pledgee, provided that the pledge contract is duly registered; but the indication in subsection 3) may only be pursued for the price of their acquisition when this has been carried out on time. (Reformed by article 1 Law No. 6159 of November 25, 1977).

Chapter II

Of the claims for vindication

Article 985

In the event of a contest, the bills of exchange may be claimed, promissory notes and other endorsed documents, which outside of checking account, were sent to the bankrupt only for its realization or with the object of investing its value in certain payments, provided that when declaring insolvency has not yet been completed.

Article 986

If, before declaring insolvency, the bankrupt has sold a foreign thing on which there is claim, the owner can claim charge the price or part of the price that the buyer has not paid, legally arranged or compensated upon insolvency.

Article 987

The owner cannot demand the delivery of the things whose claim-admission has been accepted, without first reimbursing the amounts that the insolvent or the bankruptcy would have anticipated by price or expenses legitimate of said things, and without paying the charges or debts that they are legally affected.

Article 988

The claim will proceed in the other cases indicated by law.

Chapter III

Of the credits against the mass of goods

Article 989

The creditors of the estate have action to demand the bankruptcy, through common channels, the payment of their respective credits, with preference to all other creditors.

Article 990

They are debts of the mass:

1. Those that come from legal expenses as well as from acts or extrajudicial operations carried out in the common interest of the creditors res for the verification and settlement of the assets and liabilities of the bankruptcy so, for the administration, conservation and realization of the goods of the debtor and for the distribution of the price they produce.

2. All those resulting from acts or legally executed contracts. two or held by the curator.

3. Those arising from contracts entered into by the debtor with prior priority to the declaration of insolvency and not complied with by it, in the cases in which the bankruptcy creditors choose to carry out the deal.

4. The return that, in the case of rescission of any act or contract of the insolvent, it must be made of what he has received by virtue of said act or contract; and the compensation due to the holder of good faith of the things that the contest claims.

5. The refund that the contest must make of the amounts that has received on behalf of the price of the securities and other us that the insolvent or the bankruptcy itself has disposed of.

6. Debts from tax taxes until their extinction and current municipal taxes. (Reformed by single article Law No. 249 of August 22, 1934).

Article 991

They are equated to the debts of the estate as long as they do not exceed two hundred and fifty colones:

1. Those arising from expenses incurred in the burial of the debtor or

of the members of his family who lived with him, when they died
They ren without leaving goods with which to satisfy expenses.

2. Those from medical assistance provided and medicines or
supplies supplied in the month prior to the declaration of insolvency
Inc.

3. (Repealed by the Labor Code, Law 2 of August 27,
1943).

Article 992

The credits of the mass and those that are equated to them are not excluded
yen to each other, and must be paid first, with all those
assets that are not specially affected in favor of a creditor
for the privilege of your credit.

However, privileged creditors on certain assets
They must bear the expenses referred to in subsection 1 of the article
990, in which it especially takes advantage of them, and proportionally the
that they are done in the common interest of all creditors.

Chapter IV

Of credits with privilege over certain two goods

Article 993

They have action to demand through the common ways separately from the
contest the payment of their respective credits, with preference over
all other creditors, except those of the estate:

1. The Treasury and the Municipalities for the taxes that correspond to the
year preceding the declaration of insolvency, on the value of the
things subject to such taxes.

2. The mortgagee on the value of the mortgaged thing.
3. The pledge creditor, on the price of the thing pledged.
4. Creditors who, having the right of retention, have used-
of that right on the value of the thing or things detained.
5. The landlord of a rustic or urban property, for the amount of which
Because of the lease, you are owed until its termination, on
the value of the fruits of the leased thing, existing on the farm or in the
mass and on that of all the objects with which the tenant has
provided.

Article 994

The credits referred to in the previous article are mutually exclusive, and if there are several creditors with special privilege over certain mined thing, they must be paid in the order in which their privileges in said article.

Article 995

What is left over from the price of a thing affected with privileged credits
Once paid, they will be incorporated into the sum of the contest.

Article 996

When the privileged credit on certain assets does not reach
to be covered with the value of these, the owner of the credit can claim
Sea what is missing as a creditor of the contest.

Chapter V

Of the credits belonging to the creditors- res of the contest

Article 997

The bankruptcy creditor who, contrary to what was agreed by the board, hu-
legal action has been established to annul or rescind any of the
acts or contracts of the insolvent, or to declare the fraud committed

in the arrangement or agreement of the debtor with the creditors, has right that the amount with which the mass benefits by virtue of said action, only the surplus is applied to the payment of the other creditors. you have left after your credit is paid in full.

They will be in the same case and the creditors will have the same right who appear at the trial, constituting parties before or at the time to open up to test; but they will not be able to file the lawsuit or appear in person in the trial the creditors who have concurred with their vote to form the majority, for the resolution of the board, regarding not exercising the action on behalf of the contest.

Article 998

The sum or sums that are applied to the payment of a credit under the preference established in the previous article, will not be taken in account to reduce the dividend that may correspond to said credit in the general distributions that are made between all bankruptcy creditors.

Article 999

Among the bankruptcy creditors, the oldest in time, according to the certain date of the respective title is preferred to the later one. The credits whose titles do not have a certain date will all be equal to each other and postponed to credits with titles of certain date.

Article 1000

They will be postponed to all other credits and will not be taken into account. The following will not be settled in the contest:

1. The fines owed by the insolvent, except insofar as they matter compensation.
2. The costs that have been caused to the creditor for their participation in the contest.

3. The credits that come from an act of liberality of the insolvent, except for remunerative donations made in reward of services that support an estimate in money.

OF CORPORAL APPRECIATION IN CIVIL MATTERS

Single Chapter

Articles 1001 to 1006

(Repealed by Law No. 7654 on Alimony Pensions of 19 December 1996).

BOOK IV

OF THE CONTRACTS AND QUASI CONTRACTS AND
OF CRIMES AND QUASI CRIMES AS CAUSE
OF CIVIL OBLIGATIONS

TITLE I

CONTRACTS AND QUASI CONTRACTS

Chapter I

General disposition

Article 1007

In addition to the essential conditions for the validity of the obligations in general, for those arising from contracts requires the consent and compliance with the solemnities required by law.

Chapter II

Consent

Article 1008

The consent of the parties must be freely and clearly manifested.
tado.

The manifestation can be made orally, in writing or by deed.
chos of which necessarily follows.

As soon as the stipulation is accepted, the contract is perfect, salvo in cases where the law requires some other formality.

Article 1010

The one who makes a proposal may withdraw it as long as it has not been accepted by the other party; but the proposed contract will be valid if the person to whom the proposition was made accepts it purely before he has news that it had been withdrawn.

When the acceptance involves modification of the proposal or is conditional, it will be considered as a new proposal.

Article 1011

If the parties are present, acceptance must be made at the same act of the proposal, unless they agree otherwise.

Article 1012

If the parties are not meeting, the acceptance must be made. It must be done within the term set by the proponent for this purpose. If no deadline has been set, the proposal will be deemed not accepted, if the other party will not respond within three days when it is in the same province; in ten, when it will not be in the same province, but yes in the Republic and within sixty days, when it will find outside the Republic.

Article 1013

The proponent is obliged to maintain his proposal, while not receiving a response from the other party in the terms set out in the article previous.

Article 1014

If at the time of acceptance the proposer has died or is has returned incapable, without the acceptor being aware of his death or incapacity, the heirs or representatives of the former will remain willing to sustain the contract.

Article 1015

The contract in which you consent by mistake is voidable:

1. When it falls on the kind of act or contract that is celebrated.

2. When it falls on the identity of the specific thing that is treated, or on its essential substance or quality.

Article 1016

The simple error of writing or of arithmetic calculation, only gives right to its rectification.

Article 1017

The contract in which you consent by force or serious fear is voidable.

Article 1018

To qualify force or intimidation, the age must be taken into account, and condition of the person who suffers it.

Article 1019

For force or intimidation to vitiate consent, it is not necessary for the one who is benefited to exercise it, it is enough that force or intimidation has been used by anyone else, with the object of obtaining consent.

Article 1020

Delinquency does not vitiate consent, except when it is the work of one party and when it also clearly appears that without him there would be no contract. In the other cases, the fraud gives rise only to the action for damages against the person or persons who have forged or taken advantage of; against the first, for the value of the total damages, and against the latter, up to the amount of the damage they have reported.

Article 1021

The prior waiver of nullity arising from force is ineffective, fear or intent.

Chapter III

Effect of contracts

Article 1022

Contracts have the force of law between the contracting parties.

Article 1023

1. Contracts are binding both on what is expressed in them, and on the consequences that equity, use or law give rise to from the obligation, according to the nature of it.

2. At the request of the party, the courts will declare absolute nullity of the following contractual clauses:

- a) Those in accordance with which the seller and the offeror reserves the right to unilaterally modify the contract or determine for itself whether the good sold conforms to the same;
- b) The setting by the seller or the offeror of an excessive term *vo* to decide whether or not to accept the purchase offer made by the consumer;
- c) The clause according to which the goods may not correspond to its description, to normal use or to the use specified by the seller or offeror and accepted by the buyer or adherent;
- d) The referral to a foreign law to apply it to the execution or interpretation of the contract, in order to prevent govern the national provisions that protect the consumer;
- e) Those that exclude or restrict the right of the buyer or adherent to appeal to the communal courts;
- f) Those renounced by the buyer or adherent to the right of termination of the contract in the event of force majeure or in the event of *tweet*;
- g) Those that reserve the seller or offeror the right to set the date of delivery of the good;
- h) That which imposes on one of the parties to the contract the burden of the test, when this normally corresponds to the other counterparty;
- i) The one that prohibits the buyer or adherent from rescission of the contract treatment, when the seller or offeror has the obligation to stop the good and have not satisfied it within a reasonable time;
- j) The one that obliges the buyer or adherent to resort exclusively to the seller or offerer, for the repair of the good or to obtain and repair spare parts or accessories, especially outside the warranty period.

- k) The one that imposes on the buyer or adherent excessive terms-short to formulate claims to the seller or offerer;
- l) The one that authorizes the seller or offeror, in an installment sale, to demand from the buyer or adherent excessive guarantees to judgment of the courts;
- m) The one that excludes or limits the responsibility of the seller or offerer;
- n) The one that empowers the seller or offeror to withdraw from their contractual obligations, without just cause or without the due consideration;
- o) The one that establishes the resignation of the buyer or adherent to assert your rights for breach of contract or for-fruitful execution of it;
- p) The one that does not allow determining the price of the good, according to rivers clearly specified in the contract itself;
- q) Those that authorize the seller or offeror to increase unilaterally the price fixed in the contract, without granting the buyer or adherent the possibility to rescind it;
- r) Those that allow the seller or offeror or the borrower of a service, exempt from responsibilities to be assumed by third parties;
- s) The one imposed on the buyer or adherent, for non-compliance to the contract, unrelated financial obligations with the actual damage suffered by the seller or offeror.

3. Any interested person or representative organization of the Consumers may demand the nullity of the abusive clauses of the standard or adhesion contracts listed in this article.

4. To demand the nullity of an abusive clause of a contract type or adherence, those who lack legal assistance and resources to pay it, they have the right to be assisted by the defenders public sores. (Amended by article 1 Law No. 6015 of December 7 December 1976).

Article 1024

The rights and obligations resulting from the contracts may be transmitted between the living or by cause of death, except if those rights Choses and obligations are purely personal by nature, by effect of the contract or by provision of the law.

Article 1025

Contracts do not produce effects except between the contracting parties, do not harm third parties, as well as do not take advantage of them, except as provided to in the following articles.

Article 1026

The promise of the fact of a third party, whatever the object of the contract, obliges the one who makes it, as long as it appears with the character of contract.

Article 1027

When the third party refuses to ratify the contract, the promising party be to perform the obligation if it is in your power to do so, or should in the case otherwise indemnify the creditor for damages.

Article 1028

As long as the third party has not ratified, the promising party can substitute have him in all the rights and obligations that resulted from the contract, unless the provision could not be fulfilled except by the person who the parties have had in view when entering into the contract.

Article 1029

Ratification retraces the effects of the contract between the parties traffickers the day it was verified; but with respect to third parties will be produced from the day of ratification.

Article 1030

The stipulation made in favor of a third party is valid.

Article 1031

If said stipulation is purely gratuitous with respect to the third party, will be governed by the rules of donation, considering as a donor to that of the contracting parties who have an interest in the stipulation being complies, or both if both have that interest, according to the terms

us of the contract. In the event that the stipulation is not free, will be governed by the rules established for contract proposals not Free, considering the one who stipulated as the proponent.

Article 1032

If the obligation that had been stipulated in favor of the third party could by its nature be executed for the benefit of the stipulator without prejudice of the promisee, it will be in favor of the stipulator if the stipulation is revoked or not accepted by the third party.

But if an obligation cannot be fulfilled in favor of the stipulation before, but to the detriment of the promisee, or if absolutely not It may be transferred from the person of the third party to another, the stipulator, in the first case, you can only take advantage of the benefit of the cargo taking into account the damage suffered by the promisee, and in the Second case, the revocation or non-acceptance will benefit only the promisee.

Article 1033

After the acceptance of the third party, the promisee is bound directly to him to carry out his promise, and the right of the third party ro is insured with the same guarantees that the stipulator agreed.

Chapter IV

About the guarantee

Article 1034

Anyone who has transferred an onerous title a real right or personal, guarantees its free exercise to the person to whom it was transmitted.

Article 1035

The guarantee action can be exercised by the one to whom it is owed,

since as a result of a lawsuit against him, or of an exception to your claim, the existence of the right transmitted is threatened.

Article 1036

The person to whom the guarantee is owed may demand from the guarantor:

1. That makes the judicial repercussions that a third party directs cease against him, or the resistance that someone opposes to the exercise of his chos;
2. Compensation for the consequences of these persecutions, or of resistance, if the former or the latter have been exercised with the right.

Article 1037

The guarantee obligation, insofar as it refers to maintaining the acquirer laughing in the peaceful possession of the thing, it is indivisible; but is not when it is aimed at restitution of the price and the payment of damages and damages.

Article 1038

The acquirer who has expired in the totality of the thing has the right to claim from the transferor in good faith:

1. The value that the thing has at the time of eviction.
2. The expenses and legal costs of the contract and the expenses of the Main orders, as well as those of the guarantee.
3. The compensation for the fruits that he had to return to the third party that he beat it, provided he had already paid the price of the thing, or that would have recognized interest on that price.

Article 1039

The transferor in bad faith owes the acquirer who is due in the

whole thing:

1. The restitution of the full price paid, or the value of the thing.
2. The compensation mentioned in paragraphs 2 and 3 of the article previous.
3. The compensation for the damage caused to the acquirer. you, depriving it of the increase in value that the thing may have received after the disposal, due to events independent of the made by man or by improvements due to the acquirer, or the restitution If the latter prefers, of the sums spent on the thing, even when do not have luxury upgrades as their object.

Article 1040

The transferor has the right to withhold what he must pay to the acquirer
laugh:

1. The sum that the acquirer has received from the person who defeated it, for improvements prior to the disposal, or by those made by him.
2. The amount of profit that the acquirer has obtained from the damage caused in the thing by abusive enjoyment or exploitation immoderate, provided he did not have to compensate pietario.

Article 1041

In the event of a partial eviction, the acquirer can choose between compensation proportionate to the loss you have suffered, or the resolution of the sale, if the part of the thing in which it has been sold acid is of importance with respect to the whole, that if she had not made the acquisition.

Article 1042

To the partial eviction, even if it does not give rise to the resolution action, are applicable insofar as the nature of things allows, the rules fixed for the total.

Article 1043

Lawful and voluntary acts also produce, without the need for convention, civil rights and obligations, insofar as they take advantage or they harm third parties.

Article 1044

This class of obligations includes, among others, the management of business, the administration of a thing in common, voluntary guardianship and improper payment.

TITLE II

CRIMES AND QUASI CRIMES

Single Chapter

Article 1045

Anyone who through fraud, fault, negligence or recklessness, causes another a damage is obliged to repair it together with the damages.

Article 1046

The obligation to repair the damages caused with a crime or near misdemeanor, weighs in solidarity on all those who have participated in the crime or quasi-crime, either as perpetrators or accomplices and on his heirs.

Article 1047

Parents are responsible for the harm caused by their young children. fifteen-year-olds living in the same house. In default of the parents, the guardians or guardians of the minor are responsible.

Article 1048

Heads of colleges or schools are liable for damages caused by their pupils under the age of fifteen, while they are under your care. The masters are also responsible for damages they cause to his servants under the age of fifteen. The responsibility of the said persons, if they prove that they could not have prevented the fact of that their responsibility originates, not even with the care and vigilance common or ordinary.

He who entrusts a person with the fulfillment of one or many acts, he is obliged to choose a suitable person to carry them out and to oversee the execution within the limits of the diligence of a good father of family; and if you neglect those duties, you will be jointly and severally liable of the damages that your manager will cause to a third party with an action for violation of the rights of others, committed with malicious intent or negligence in the performance of their functions, unless that action is not I could have avoided with everything and due diligence in monitoring.

However, you cannot excuse your responsibility with these exceptions. The entity who operates a mine, factory, electricity establishment or any other industrial, or the businessman of a construction; what if there is not, the owner of it, when its agent, or representative or person in charge of directing or supervising the operation or construction,

or when one of his workers causes his fault, in the functions in the which is employed, the death or injury of an individual, as it will be then your obligation to pay compensation for the damage.

And if a person is killed or injured by a motor machine or a vehicle of a railway, tram, or other mode of transportation, similarly, the operating company or person is obliged to repair the damage resulting from them, if it does not prove that the accident was caused by force majeure or by the fault of the person who was killed or injured nothing.

In all these cases, when the dead person is obliged to time of death, to a legal maintenance allowance, the maintenance creditor can claim compensation, if death of the debtor makes him lose that pension. By way of compensation, establish a maintenance income equal to that owed by the fundo, and which will be fixed, modified or extinguished in accordance with the provisions that regulate maintenance benefits, but in no way. In any case, the majors or minors will be taken into account for this purpose. resources of the persons or companies liable to compensation. The

The payment will be duly guaranteed. If the judge prefers the sale to be made by auction, he will fix the date and place of the sale; and to determine it, it will be tried that the figure that is set corresponds to the value of the thing. (Law No. 14 of June 6, 1902 establishes that the sale of the thing should be read).

TITLE III

OF SALE

Chapter I

General disposition

Article 1049

The sale is perfect between the parties since they agree on thing and price.

Article 1050

The sale of indeterminate things of a certain kind does not convey the property of the thing, but when it is determined.

Article 1051

The sale of consumables that is done not by board but by weight, account or measure, although it exists from its conclusion as a contract producer of obligations, does not transfer ownership until the thing has been weighed or measured.

Article 1052

The sale subject to trial is presumed to be made under condition suspensive.

Article 1053

If the promise to sell a thing for a certain price or determinable has been accepted, entitles the parties to demand that the sale goes into effect.

Article 1054

Both in the case of a promise to sell and in the case of a recent promise Proca of sale, the property is transmitted from the day of the sale ta and not since the day of the promise.

Article 1055

The promise of sale and the reciprocal of sale whose fulfillment claim has not been sued within one month from the date it is enforceable, it expires for the same fact.

Article 1056

The sale price must be determined by the parties, or by less should they lay down a means by which it can be determined later.

Article 1057

In the event that the parties have agreed that the price is set by one or more third parties, and they refuse to fulfill the order or do not verifiable, or not agreed, the sale will be deemed not made. cha.

Article 1058

The amounts that with the name of signal or deposit are usually between- gar in sales, it is always understood that they have been on behalf of the price and as ratification of the contract, without any of the

parties to retract losing the deposit, unless this is expressly stipulated.

Article 1059

The sale of future things will be understood to be made under the condition of exist, unless the buyer bears the risk that come into being.

Article 1060

If the thing sold does not exist at the time of the conclusion of the contract as existing, the sale will be absolutely void; but if there is one

part of it, the buyer can withdraw from the contract or keep it with respect to said part, with a proportional decrease in price.

Article 1061

The sale of someone else's property is absolutely nil; but the buyer that ignores the defect of the contract, is entitled to damages even against the seller in good faith.

Article 1062

This nullity can be opposed as an exception by the seller, when it is sued for the delivery of the thing or for the granting to of public deed; and by the buyer, as an action or exception at any time, except as stated in the following two articles.

Article 1063

The invalidity of the sale of someone else's property is saved if the true owner confirms the sale, or if the seller becomes ulte-previously owner of the thing sold.

Article 1064

The sale made by one of the co-owners of the entirety of the undivided thing, as belonging entirely to him, is valid as to the seller's part; But if the buyer ignored the vice of the sale ta, you may terminate it.

Article 1065

The invalidity of the sale of someone else's property does not apply to movable things, because with respect to these the buyer in good faith immediately becomes owner, if it came into real possession, except as provided in the

Article 481. (As amended by Law No. XVI of December 12, 1887).

Article 1066

In the sale and in the mandatory promise of sale, if the owner of the thing will refuse to carry out the contract, or will not want to fill out the legal formalities, the creditor shall have the right for the judge, in

name of the reluctant, formalize the agreement, grant the deed and deliver the thing.

Article 1067

In the absence of stipulation, the expenses of writing and other accessories They will correspond in half to the buyer and the seller.

Article 1068

They cannot buy directly, or through an intermediary:

1. Public employees, brokers, experts, tutors, curators and other people who manage other people's assets, the things in which sale involved as such employees, brokers, etc.

2. Lawyers and attorneys, those who are auctioned from the executed to who would defend.

3. The judges before whom the lawsuit hangs or should, the same that the employees of the Court and the lawyers and attorneys who intervene in the litigation, the rights or bodily things in dispute

The prohibition of this article covers not only people said, but also their consorts, ancestors, descendants and consanguineous and related siblings.

Article 1069

The nullity of the sale and purchase held in contravention of the provisions established in the previous article, is relative and cannot be adduced or alleged by the person to whom the prohibition comprises.

Article 1070

The seller is obliged to deliver the thing sold at the place in that it was at the time of the contract.

Article 1071

If the seller does not deliver the thing in the agreed time, the buyer
The buyer may, at his choice, request, or the resolution of the sale or that
put you in possession of the thing.

If the seller has not carried out the tradition, due to unforeseeable circumstances or
force majeure, there will be no resolution.

Article 1072

The seller is not obliged to deliver the thing while the buyer is
The buyer does not meet the price, unless the payment has been stipulated
term.

Article 1073

Nor is the seller obliged to delivery, even if there is
granted a term for payment, if after the sale it is discovered
that the buyer is in a state of insolvency, unless the buyer
prador pays enough security to pay within the agreed period.

Article 1074

The seller must deliver its accessories together with the thing
like the keys to the buildings, the increases that you have had after
of the sale, and the fruits produced after the date set for the
delivery.

Article 1075

In the sale of a certain property based on both the measure,
If the total price has been indicated in the contract, any difference gives
result in a decrease or increase proportional to the price.

Article 1076

If, with an indication of its measure, a property or
a body of goods, through a total price and not at the rate of both the

measure, there will be no rise or fall in price, but rather case that the difference between the actual measurement and that indicated in the deal is ten percent at least.

Article 1077

When all parts of the estate are of the same quality, or when being different, its place has not been separately indicated, the difference of one tenth of it, gives the right to the decrease or increase proportionate price.

Article 1078

If the sale has been made with a designation of the capacity and the of each part, and it will be less fit in one and more in another, will make compensation between the surplus and the deficit in the capacity, take into account the difference in price.

Article 1079

When there is a rise in price due to an increase in measure, the buyer has the option to pay the price supplement with interest. It is from the day it was put into possession or desisted from the sale.

Article 1080

The deficit in space, whatever it may be, does not give other rights to the buyer than to demand the stipulated capacity, or the reduction of the price, in case the seller cannot complete it, or if the buyer does not demand it.

However, he may demand the termination of the contract, if the furniture had been bought for a certain acquaintance of the seller debtor, and the deficit makes it unfit for that purpose.

Article 1081

The action to request an increase or decrease in price, granted by articles 1075 to 1077 should be attempted within one year to determine date of the contract or the date fixed by the parties to verify the deed, under penalty of losing such action.

Article 1082

The sale may not be canceled due to hidden defects or vices of the thing of the so-called redhibitory, except if those vices or defects

return error that voids consent, or if there is a stipulation in contrary.

Chapter III

Of the buyer's obligations

Article 1083

The buyer is obliged to receive the thing sold within the term fixed in the contract, or in the one that is of local use. In the absence of term or use, immediately after sale.

Article 1084

If the buyer of movable property stops receiving it, the seller, After becoming delinquent, you have the right to collect the costs of the conservation and damages caused by having in your power the thing; and can, or be authorized to deposit the thing sold in a given place and pursue the payment of the price, or demand give the resolution of the sale.

Article 1085

If the sale is for an unpaid movable thing, and the term not within which the buyer should receive the thing, it is determined in the contract, the resolution for the benefit of the seller, takes place full right, without the need for prior notice, if the buyer does not remove the thing from the seller in the agreed term.

Article 1086

The buyer must, upon receipt of the thing, reimburse the seller for the the expense that he has incurred in preserving it since the ment of the sale.

Article 1087

The buyer must pay the price of the thing purchased, on the spot and at the time determined in the contract. If there is no agreement, payment must be made at the time and place where the delivery of the thing. If the sale has been on credit, the price must be paid on the spot. buyer's home.

The costs of delivering the thing are borne by the seller, and the of buyer's charge receipt.

Article 1088

If the buyer reasonably fears being harassed by claiming of the thing or by any real action, can deposit judgments tially the price unless the seller secures your refund.

Article 1089

The buyer may refuse to pay the price if the seller does not delivers the thing, in accordance with the provisions of the previous chapter.

Article 1090

If there is a question about whether the delivery of the As for the price, the former and the latter shall be deposited in court.

Article 1091

The sale price does not accrue interest, but only when it has been estimated the buyer is in default or in arrears for payment.

In the first case, it will be as agreed by the parties; in the he-Second, they run at the legal rate from the expiration of the term.

Chapter IV

Clause that can accompany the sale

Article 1092

The parties may, by means of special clauses, subordinate suspensive or resolutory conditions and modify in the way that deem appropriate, the obligations that naturally arise from the sales contract.

Article 1093

The buyer under suspensive condition does not acquire with prejudice third party real right over the thing that is the object of the sale. (Re-formed by Law No. XVI of December 12, 1887).

Article 1094

When the convention has not regulated the duration of the resale, or when it has indicated a term greater than five years, the The term to exercise it is, by law, fixed or reduced to that finished.

For the sole course of the term indicated to exercise the retroven-
This right is lost.

Article 1095

The withdrawing seller must reimburse the buyer for the price of sale, contract and transportation expenses, and repairs necessary or useful rations made by the buyer; the first in the totality of what was spent on the occasion of them, and the second in the increase in the value they have given to the thing.

Article 1096

The buyer must return the thing with the accessories that depended on it. from it at the time of sale, and is responsible for any deterioration due to his fault. You should not give any account for reason of the fruits that the thing has produced since it came into possession of it, so nor is the seller obliged to pay the interest of the price.

Article 1097

If the buyer has imposed liens on the thing, it is obliged willing to lift them or compensate the seller in what he suffers because of them.

Article 1098

If the right of retro-purchase passes to two or more people, it will be necessary the consent of all of them is necessary to recover the thing, except who offer to exercise their right for the whole. But in this case it is authorized the buyer to retain the parts of those who do not want make use of the retro-purchase action.

Article 1099

The effects of the other clauses that may be stipulated in a sale, are determined by the principles governing innom- nados and conditional obligations, in the absence of a special text.

Chapter V

Change

Article 1100

The exchange contract is governed by the same principles as that of sale: each permutation will be considered as seller of the thing that gives, and the price of it on the date of the contract will look like the price you pay for what you get in return.

TITLE IV

OF THE ASSIGNMENT

Chapter I

**The transfer of intangible objects in general
neral**

Article 1101

Any right or any action on a thing that is in the market may be assigned, unless the assignment is prohibited expressly or implicitly by law.

Article 1102

Rights over future things, as well as eventual or conditional, they can also be the subject of an assignment.

Article 1103

The assignment made through a certain price in money, is governed by the same principles of the sale of corporal objects.

Chapter II

Article 1104

The ownership of a loan passes to the assignee, in its relations with the assignor, for the sole effect of the assignment; but with respect to the debtor It is only effective by the notification made of the transfer; and respect

third parties, it will only be effective from the certain date of the transfer, except that the credit is of those that the law allows are owed to the bearer of the title, or that are transmitted by simple endorsement.

The exception of notification, also, deprives in the cases where have made contractual provisions in this regard and always in the case of operations in which rights are transferred as components nents of a loan portfolio for:

- a) Guarantee the issuance of securities through public offering,
- b) Constitute the assets of a company, with the objective that it issues securities that can be publicly offered and whose services amortization and interest defects are guaranteed with said asset.

The assignment will be valid from its date, as stated in the document date certain. These operations will be exempt from the payment of all stamp and tax and professional fees will be established by common agreement between the parties. (Added by Law 7732 Regula-Dora of the Stock Market of December 8, 1997).

Article 1105

The knowledge that the debtor had indirectly acquired from The assignment, by itself, would not amount to a notification of assignment; but yes the facts and circumstances denote on his part a collusion with the transferor or gross negligence, the transfer, although not notified or accepted, it will have all its effects as far as it is concerned.

The same will happen with respect to a second transferee, guilty of collusion or gross recklessness.

Article 1106

The debtor of a credit is discharged, for the payment made to the transferor prior to notification or acceptance of the transfer.

Article 1107

Notification of a transfer made after a garnishment on
The credit is equivalent to third party with respect to the creditor who obtained the
However, for the amount of the resource that the assignee has to exercise
against the assignor.

If the attached credit does not fully cover the third party,
ro, and the assignee, will be distributed pro rata.

Article 1108

Notified the transfer of a seized credit before, the seizures
ensuing parties or third parties have no right to divide
I demand that he touch the transferee in the distribution made between him and
the first seizure, which must be verified with abstraction of the
new opponents.

But the assignee must compensate the first garnishee for the difference
result against it, between the sum that it touches in the
distribution that is made between all the seizures and the one that would have
touched, if the totality of the credit had been distributed proportionally-
between the first and subsequent seizures.

Article 1109

The sale or assignment of a loan includes its accessories, such as
bonds, pledges, mortgages or privileges.

Article 1110

The assignee, although subrogates the assignor regarding the assigned credit
already having the means to enforce it, does not enjoy the actions of annulment
tion or termination that the assignor could have attempted; except stipulated-
tion to the contrary.

Article 1111

The debtor can oppose the assignee all the real exceptions or
that could have been opposed to the assignor and can make them valid
ler, although he had not made any reservation in this regard to the notification
carle the assignment; even in the case of pure and simple acceptance, it may oppose

ner all other exceptions outside compensation, except to repair the damage caused to the assignee by the acceptance, if according to circumstances cias, this will constitute a fault or serious imprudence on their part.

For the operations provided for in sections a) and b) of numeral 1104, the debtor may only oppose, against the assignee, the ex-acceptance of payment, as long as it is documented and made already made the assignment previously; and the nullity of the relationship credit. (This paragraph has been added by Law 7732 Regulating the Stock Market of December 8, 1997).

Article 1112

If in the case of a debt whose payment to the assignor has not given place to a recourse action against the latter, the debtor would have promised

the transferee to pay it, he will not be able to later enforce against the last mo the exceptions that the assignor could have made.

Article 1113

The assignor guarantees, without the need for a special clause, the existence of credit and legitimacy of the credit, as well as its right of ownership given at the time of handover.

This warranty extends to accessories, indicated as dependent teeth of the credit and as included in the assignment.

Article 1114

The assignor will not be responsible for the solvency except when He is obliged to do so, and only for the amount he received in payment of the assignment.

Article 1115

The transferee loses all rights to the solvency guarantee of the debtor, when, due to lack of conservative measures, the credit or attendant securities.

Article 1116

In the event of partial assignment of a loan, the assignor and the assignee do not reciprocally enjoy any preference, except by agreement to

otherwise.

Chapter III

Of the transfer of the right of inheritance and rights litigious chos

Article 1117

The one who assigns a right of inheritance must surrender, unless you are express, even the things you have received as an heir and still the fruits you have consumed.

Article 1118

The buyer must indemnify the seller for all that he may have paid as heir.

Article 1119

The assignee cannot, unless otherwise agreed, claim from the cedente what it acquires by right to accrue after the sale or what was acquired by the same title at the time of the contract, with ignorance of the parties.

Article 1120

The transferor of succession rights guarantees his status as heir. ro. But it is not responsible for the eviction of particular objects that would have been reputed as belonging to the succession, except by agreement otherwise.

Article 1121

Anyone against whom a right has been assigned for consideration litigious, you can exercise the withdrawal of this right, paying the assignee the real price of the assignment, the legitimate expenses and costs, and the This is the price from the day it was paid. The retraction must be made within nine days immediately after the date on which the interested in the assignment.

Article 1122

The right will be considered litigious from the answer to the claim in ordinary trial, and from the formal embargo in the executive.

Article 1123

The assignment of a litigious right cannot be retracted, when it has been done done:

1. In favor of a joint heir or co-owner of the assigned right.
2. In favor of the owner of the property over which the right rests. cho yielded.
3. To a creditor in payment of what the assignor owes him.
4. In relation to a right that is only an accessory to one principal transmitted by the same assignment.

TITLE V

OF THE LEASE OF THINGS

Chapter I

General disposition

Article 1124

Those who according to article 1068 cannot be tenants den be buyers.

Article 1125

The lease price may consist of either a sum of money ro, or in a determined quantity of fruits.

Article 1126

The rural sharecropping contract is governed by the principles of society
dad.

Article 1127

The right of use and enjoyment of the thing that the tenant has is expressed tends to accessories that depended on her at the time of verification the contract and the supervening flood accessories in the course of the lease, except for the proportional increase in the price, if the alluvium was important.

Article 1,128

The landlord, or person who leases, must deliver to the lessee the thing with its accessories in a state of filling the object for which it was leased.

Article 1129

If the landlord is delinquent in carrying out the necessary repairs rias at the time of delivery or the work to which it has been promised, the lessee is authorized without the need for to the owner, to withhold a corresponding portion of the rent the decrease in use resulting from the non-execution of those work or repairs.

Article 1130

The owner must make ordinary repairs; and the lease-
tary is obliged to bear the inconvenience caused by them.
nen.

Article 1,131

If repairs become necessary during the term of the lease, the lessee can execute them on behalf of the lessor, in case it refuses to verify it after being required to do so.

But if there is an emergency, you can proceed with repairs without previously want the landlord.

Article 1132

However, what is said in article 1130, if the repairs that are done in the thing deprive the tenant of the enjoyment of it for more than thirty days, he will have the right to demand a reduction of price, proportionate to the part of enjoyment that has been private and to the time elapsed during preparations, or resolution of the contract, if the repair work prevents the enjoyment of a part of a remarkable thing.

Article 1133

The vices or defects that prevent or significantly impair the use of the thing, not known by the tenant when making the contract, or arising in the course of the lease, give rise to the resolution of the contract or a decrease in price, as the case may be.

If for any reason the tenant is deprived of a part of the thing, depending on the case, demand a reduction in the price or termination of the contract.

Article 1,134

The tenant will also have the right to have the landlord inform him of the loss caused by the defects in question. If the tenant has reported to the landlord the disturbance or pregnancy you suffer, the previous article, when these existed when the contract was signed and they were known to the landlord.

Article 1,135

The tenant loses the right to claim the guarantee when not he has reported to the landlord the disturbance or pregnancy you suffer, unless it shows that the landlord would not have had any means

defense or that he had obtained damages from the author of the disturbance or pregnancy.

Article 1,136

Nor can the guarantee be claimed by simple means of fact committed by third parties who do not claim any right to property or use of the leased thing.

Article 1,137

The lessee must use the thing according to the destination expressed in the contract or indicated by the circumstances.

Article 1138

The lessee is obliged to use in the conservation of the thing the care of a good parent, and responds not only to their faults but those committed by members of his family, his guests, pedes, servants, workers and subtenants or assignees of your contract.

It is also responsible for the damages that are followed to the landlord, for usurpations of third parties that he had not reported to the opportune time.

Article 1139

The tenant will be exempted from the responsibility that weighs on him due to the loss or damage of the thing, showing that the former or these come from a cause that is foreign to it, or that has He took all the care to which he was obliged.

Article 1140

When the lessee uses the thing in use other than that of his destiny, either he does not use her as a good father of the family, or for an abusive in one respect or another, causes damage to the landlord, he may request the restoration of things to their normal state, and being grateful sees the contravention, which resolves the contract, with compensation of damages.

Article 1,141

The lessee is obliged to pay the price at the agreed time. day, and in the absence of an agreement at the end of the lease, if it was made a single sum; or at the end of each day, month or year, if the lease is did for days, months or years.

Article 1142

If the agreement on the price cannot be proven, it will be believed at that with respect to the landlord, unless the tenant prefers that the price estimation is done by experts. If this is fixed in a sum equal to or greater than that declared by the lessor, the expenses of the expert opinion

will be for the account of the tenant; and if they set it at a lower sum, These expenses will be paid by the lessor.

Article 1143

The landlord, as long as the rents or rents have not been paid, expired, you can object to their removal from the farm or rental house given the fruits and objects with which the tenant has furnished it, trimmed or provided. It also has action even against potential third parties. seekers in good faith, to bring said objects back to the farm or rented house, from which they have been taken without your consent, provided that you bring your action within the fifteen days immediately after the exit, that the remaining assets in the house or farm are not enough to guarantee payment, and that they are not things that, as merchandise estuaries or crops are by their nature destined to be sold.

Article 1144

The tenant must return the thing, at the end of the lease, in the state in which it was received, except for its exemption from liability for losses or deterioration of which he was not guilty.

If you did not state in writing and inconsistently with the tenant- the state of the thing leased, it is presumed, except for evidence to the contrary, river, which can be done with witnesses, who received it in good condition.

Article 1145

The lessee may assign the lease or sublease, unless be that this faculty is prohibited by an express clause of the contract or by provision of law.

Article 1,146

The lease is terminated for the total or partial loss cial of the leased thing.

If after the partial destruction of the thing, it remains in a state if the lease can be continued, or if the landlord agrees to to establish the thing in its previous way of being, the tenant may dir or the termination of the contract or a decrease in price.

Article 1,147

If the resolution of the lease is requested for failure to
If one of the parties has fulfilled a positive obligation, the judge may,
Before agreeing to the claim, agree to the offender a period to
the fulfillment of its obligation, except if the resolution is based
in default of payment of the price.

If the resolution is requested by the defendant's omission of an obligation
negative, it is up to the judge to assess whether the violation is or
not serious enough to support termination of the contract.

Article 1148

Whenever the contract is resolved due to the fault of the tenant, you must-
Will he keep paying the lease price all the time,
that according to the custom of the place, it is necessary for the landlord
can enter into another lease; this without prejudice to the indemnity
tion that he is responsible for the abusive enjoyment of the thing.

Article 1,149

If the tenant becomes declared insolvent or in a state of
insolvency, the lease may be resolved by the creditors, with
prior notice one month in advance, to the landlord, when the contract
deal is for an urban estate.

If the object of the lease is a rustic property, they may
also creditors rescind it; but the landlord will have the right
to request the continuation of the lease for six more months, to
count from the day on which the creditors have made their determination of
get away from him.

In order for creditors to be able to replace the bankrupt, it is necessary
that they give enough bail. The leasing of in-
furniture intended for the use and room of the bankrupt and his family.

Article 1,150

The declared insolvency of the lessor and the termination or cancellation
of your property title they end the lease; but if this one is
is registered, it will not be resolved except in the cases in which the action that
vanishes the rights of the landlord, in the thing, can legally
redound against third parties.

The simple resolution of the title by virtue of which it possessed, does not produce
the resolution of the lease made by the lessor, if its title

gave the right to lease; but the resolution of the lease by Failure to fulfill its obligations to the tenant will entail that of the sub-leases.

Article 1151

If the duration of the contract was not determined, or if the time is not determined by the nature of the special service to which the leased thing is destined, or by custom, neither of the two parties may cause them to cease, if not by notifying the other in advance part.

The anticipation will be adjusted according to the time in which they are regulated payments, and the term for eviction will begin to run at the beginning chirp next period.

But if the rental price must be paid for years, it will be lease term expired six months after last notice.

Article 1152

When the lease is to be terminated by virtue of the notice or eviction cio, or because its duration has been set in the contract, the lessee You will have to pay the rent for all the days until it ends, although voluntarily restore the thing before the last day.

Article 1153

Outside the case that the lease is registered, the one that cedes to the lessor, for consideration, in the property, of the leased thing given, you are not obliged to respect more than one year from the evict the tenant, the pending lease; but the lease will have no effect against the new owner. To that does not appear in a public or private document, of a certain date.

Article 1154

When the lease for sale that the thing makes is resolved the landlord, the latter will be responsible for damages to the tenant.

Article 1155

The lease is not terminated by the death of the landlord or lease. date, or because the lessee is found, due to any cause whatsoever. want, even if this is a fortuitous event or force majeure, in a position of not make use of the leased thing.

Chapter II

**Special rules for renting rustic properties
ticos****Article 1156**

The landlord of a farm must deliver the capacity indicated in the contract. The rights and obligations of the parties by reason of a deficit or excess capacity, are governed by the provisions of the title of sale.

Article 1157

The lessee will not have the right to request a price reduction, gaining fortuitous events that have damaged or destroyed the crop.

Article 1158

Whenever a property is leased with cattle, they are left to risk of the lessee and must be delivered at the end of the lease equal number of heads of the same ages and qualities, or their equivalents in money.

During the lease, the lessee may dispose of the guarantees provided that you do so in good faith and that the landlord interests.

Article 1159

The tenant owes in the last year that they remain in the farm, allow his successor for the time strictly necessary, the fallow land that he has unoccupied and in which he cannot verify new plantings now; as well as the use of buildings and other means that are necessary for the preparatory work of the year next agricultural.

Article 1,160

Once the lease is finished, the tenant will have the right to use the lands and buildings for the time absolutely indispensable, for the collection and use of pending fruits and in a state of collecting at the end of the contract.

Chapter III

Of the leasing of movable property

Article 1,161

When the object of the lease is a piece of furniture that does not are consumed through use, the rules of Chapter I shall apply as far as the nature of things allows it; but if it were a fungicide furniture ble, it will be as said in the following articles.

Article 1,162

Whether the contract is for a sum of money, or whatever- Any other merchandise or movable thing, the parties may set the interest that they deem convenient, which may consist of money or things of other species.

The stipulation of interest must be in writing.

Article 1163

When the interest rate has not been set by the contracting parties, The obligation will accrue the legal interest, which is equal to that paid by the Banco Nacional de Costa Rica for the six certificates of deposit months term, for the currency in question.

(As amended by Law No. 7201 of October 10, 1990). (The Law 7732 Regulating the Securities Market expressly repealed the Law 7201).

Article 1164

In case of non-payment, the default interest will be computed at the same rate as those accrued upon completion of the term, except for to establish an agreement on the matter.

Article 1165

The receipt of the totality of the capital without reserve of interest, pay for these as well, unless proven otherwise.

Article 1166

If the contract does not result in a precise and clear way that they have stipulated interest, said contract should be considered as a loan pure and simple chaff.

Article 1167

The risks of the sum given to mutual or of the leased things are account of the borrower or tenant.

Article 1168

If it had not been fixed at the time of the return of the sum given to mutual or leased thing, said return will be made thirty days after the contract is concluded.

TITLE VI

OF THE LEASE OF WORKS

Chapter I

**From the rental of domestic services,
agricultural, commercial or industrial**

Articles 1169 to 1174

Inclusive, repealed by the Labor Code.

Chapter II

Of the transport contract

Article 1175

The transport contract is said to have been entered into since the carrier or their commissioners to that effect, have received the objects that should transported.

Article 1176

In the case of transport entrepreneurs, it may be proved by testimony gos the existence of the transport contract and the delivery to those of the things that form the object of the contract, whatever the value of them.

Article 1177

The carrier is responsible for the loss or damage of the goods. those that have been entrusted to him, unless otherwise agreed.

Article 1,178

The carrier who does not deliver the things whose transport has been credited, responds to the full value of them.

But in the case of credit titles, money, jewelery or other objects, precious items locked in a package, suitcase or something else, the Judge to establish responsibility, it will attend to the appearance of the ported and the mode and conditions of transport.

Article 1,179

When it is not possible to demonstrate by other means the value of the things for which the carrier is responsible, the Judge is authorized to define swear the oath to the consignee or traveler.

Article 1180

Drivers are also liable for damages caused by late in the trip, or for not fulfilling your contract in any other way, Except unforeseen circumstances or force majeure.

Article 1181

Actions that arise for or against the carriers, do not they last more than six months after the trip has ended.

Article 1182

The porters have the right to retain the objects brought to them. remain confident, until they are paid the value of the freight and the expenses caused by the conservation of said objects.

Chapter III

Of the works by adjustment or lump sum

Article 1183

If the one who hires a work is obliged to put the material, he must suffer

the loss in the case of destruction of the work before being delivered, except if there has been a delay in receiving it.

If you have put only your job or your industry, you are not responsible but for the effects of his inexperience.

Article 1184

He who has been forced to put only his work or industry cannot claim no stipend if the work is destroyed before delivered, unless there has been a delay in receiving it or the destruction has come from poor quality materials, with such that it has warned the owner of these circumstances in a timely manner.

Article 1,185

The architects or entrepreneurs who have been commissioned by adjustment or not, of the construction of a building or bridge, are responsible for its total or partial loss, whether it comes from a construction defect or one of the soil, and this responsibility lasts five years counted from the reception of the works. It will suffice that the architect has directed the works, so that the provisions of this article apply to them.
ass.

Article 1,186

If an entrepreneur has been commissioned to do a construction according to the plan provided by an architect chosen by the owner tary, responsibility is shared between the employer and the architect, responding to the loss from the defective execution of the jobs or the use of bad materials, and this of the vices of the plane.

Article 1187

Architects or entrepreneurs cannot invoke as an excuse to exempt themselves from the responsibility mentioned in article 1185 the fact of having warned the owner of the vices of the soil, or of the dangers of construction or poor quality of materials.

Article 1188

He who has been forced to do a work by pieces or measures, can oblige the owner to receive it in parts and pay it in proportion. The part paid is presumed approved and received.

Article 1,189

The architect or entrepreneur who is in charge of a flat-rate adjustment of the construction of a building, in view of a plan agreed with the owner, cannot ask for price increases, even if mentioned that of wages or materials, and although some

change or increase in the plan, if not authorized in writing and for a price agreed with the owner.

Article 1,190

Either the worker should not put in more than his work, or that at the same time must provide the material, the contract can at all times be resolved by the will of the master, provided he indemnifies the worker all expenses, work and utility that would have reported the contract.

Article 1191

The work lease contract is dissolved upon the death of the worker, architect or businessman.

But the one who commissioned the work must pay the heirs, in proportion at the agreed price, the value of the part of the work executed and the prepared materials, provided they are appropriate to the work agreed. The same happens if the person who contracted the work cannot barla for a cause independent of his will.

Article 1,192

Those who put their work in a work adjusted upwardly by a entrepreneur, have no action against the owner of it, but even for the amount owed to the employer, when the claim is made tion.

Article 1,193

When it is agreed that the work is to be done to satisfaction of the owner or another person, approval is reserved to expert judgment.

Article 1,194

If there is no agreement or custom to the contrary, the price of the work it must be paid in cash.

Article 1195

He who has executed a work on a movable thing has the right to withholding until paid.

TITLE VII

OF THE COMPANIES OR SOCIETIES

Chapter I

General disposition

Article 1196

It is of the essence of every society that each partner puts in it some part of capital, whether it consists of money, credit or effects, or a industry, service or work appreciable in money.

Article 1197

Any company is prohibited universally, whether of present assets or future, or of each other.

Any profit society is also prohibited on a universal basis.

They can, however, put together as many goods as they want, specifying them.

Article 1198

If a society is in fact formed without an agreement that gives it

legal authority, each partner will have the power to request that the previous operations and to withdraw their contributions; unless it is companies that are void due to the illegal nature of the cause or object, to which the provisions of the Penal Code will be applied.

Article 1199

The nullity of the partnership agreement does not harm the actions that correspond to third parties in good faith, against each and every one of the associates, for the operations of the company, if it exists in fact cho.

Article 1200

Not expressing a term or condition for the beginning of the it will be understood to be contracted from the moment of the celebration tion of the contract.

Article 1201

The gains and losses will be distributed in accordance with the agreement. If only the share of each one of the profits has been agreed, it will be equal your share of losses.

In the absence of an agreement, the share of each partner in the profits and losses must be proportionate to what you have respectively contributed. For this effect, the industry partner is said to have a capital equal to that of the partner who has contributed the least.

Article 1202

If the partners have agreed to entrust a third party with the appointment of the part of each of the gains and losses, you can only the appointment made by the latter be challenged, when evidently has been in breach of equity; and not even with that reason will be able to claim the partner who has begun to execute the third party's decision, or who does not has challenged it within a period of three months from the date was known.

The designation of profit and loss cannot be committed to one of the partners.

Article 1203

The distribution of profits and losses may not be made in consideration to the management of each partner, nor with respect to each business in particular.

Losses incurred in a business will be offset by gains produced by another, and the stipulated quotas will fall on the final result of corporate operations.

Article 1204

The majority of the partners, unless otherwise stipulated, do not have the power to vary or modify social conventions, nor can it enter into operations other than those determined in the contract, without the unanimous consent of all partners.

In other cases, the corporate business will be decided by the to the majority.

If nothing else has been stipulated, the votes are counted according to portion to the capitals, counting the smallest capital for one vote, and fixing the number of votes of each of the other partners for the

quotient of the respective capital for the smaller capital. The residue that Exceeding half the divisor will also constitute a vote.

The industrial partner will have one vote.

Article 1205

The stipulations are prohibited and will be considered not made if-following:

1. That all of the earnings must belong to one or more of the partners, with the absolute exclusion of the others.
2. That the sums or effects contributed to the social fund by one or more of the partners are exonerated from any contribution in losses.
3. That none of the partners can resign from the company even

that there is just cause; Y

4. That any of the partners can withdraw what they have in company give, when it sees fit.

Article 1206

The provisions of this title are not applicable to companies mercantile laws, but insofar as they do not oppose the laws and customs of cio.

Article 1207

It may be stipulated that the contracting society, although civil by its nature, is subject to the rules of commercial society.

Chapter II

Of the administration of the company

Article 1208

The administration of the company may be entrusted to one or more of the partners, either by the partnership contract or by a subsequent act unanimously agreed.

In the first case, the administrative powers of the partner or partners are part of the essential conditions of society, unless express something else in the contract.

Article 1209

The partner constituted administrator by the social contract cannot resign their position except for the cause provided in the constitutive act, or unanimously accepted as pretty.

Neither may he be removed from his position, except in the cases provided by the contract in which the administration was entrusted, or by a serious cause, and it will be considered such that it makes him untrustworthy or unable to usefully administer.

Any of the partners may demand the removal, justifying the cause.

If the resignation or removal is made for a cause other than the specified in this article, the partnership ends.

Article 1210

In case of just resignation or just removal of the designated administrator named in the constitutive act, the company may continue, provided that all partners agree on this and on the appointment of a new administrator, or in which the administration belongs in common to all the partners.

Having several administrators designated in the constitutive act, the partnership may also continue, unanimously agreeing that those who remain are in charge of the administration.

Article 1211

If the administration is conferred by act subsequent to the contract, to be resigned and revoked by a majority of the partners, according to the rules of the ordinary mandate.

Article 1212

The partner in charge of the administration by special clause of the contract, you can, despite the opposition of your colleagues, exercise all acts that depend on its administration, provided it is without fraud.

Article 1213

When multiple partners are entrusted with the administration, without determine their functions, and without expressing that one cannot act without the other, each can exercise all the acts of the administration.

If it has been stipulated that one can do nothing without the other, neither can, without new convention, act in the absence of the partner, even in the event that he is personally unable to attend to the acts of the administration.

Article 1214

The managing partner or partners must adhere to the terms of

your mandate; and in what he is silent, it will be understood that they are not allowed to have contracted on behalf of the company other obligations or make other acquisitions or disposals than those included in the ordinary business of the company. She laughed at her.

Article 1215

It is the responsibility of the managing partner to take care of the repair and maintenance of the objects that constitute the fixed capital of the society; but no partner may pawn or mortgage them, or alter their form, although the alterations may be convenient for the company.

However, if the repairs had been so urgent that you would not have given time to consult with associates, you will be considered in the same way as for them, as an unofficial agent of society.

Article 1216

In everything that acts within the legal limits or with special powers of his companions, he will oblige the company; working in another way, he will only be responsible.

Article 1217

The managing partner is obliged to account for his management in the periods designated for this purpose by the act that has conferred the administration and in the absence of this designation, annually.

Article 1218

The legal or conventional prohibition of the interference of the partners in the administration of the company, it does not prevent any of them from examining the state of social affairs and demanding for this purpose the production of books, documents and papers, and making claims that it deems appropriate.

Article 1219

If the administration has not been entrusted to any of the partners, it is understood that each of them has received from the others the power of

administer, with the powers expressed in the preceding articles and without prejudice to the following rules:

1. Any partner will have the right to oppose the acts admitted

nistrative proceedings of the others, while their execution is pending or produced legal effects.

2. Each member may use his personal belongings for his personal use, possessing social assets, provided that he uses them according to his destiny ordinary, and without prejudice to society and the fair use of others.

3. Each partner will have the right to oblige the others to do with him the expenses necessary for the conservation of social things.

4. None of the partners may make innovations in the properties, things that depend on society, without the consent of others.

Chapter III

Of the obligations of the partners to each other

Article 1220

Each partner is a debtor to the company for what he has promised to contribute to it. As for the certain and determined things that you have contributed to society, you are also obliged in case of eviction to full satisfaction of damages and losses.

Article 1221

The partner who has been obliged to contribute a sum of money and has not fulfilled, he is responsible for legal interests from the day he owed to do so, without the need for judicial interpellation.

This provision applies to the partner who has taken money from the company for his own use.

In any of these cases, you will also be responsible for the damages and losses caused to society.

Article 1222

The contribution offered not consisting of money, the partner who, even for slight fault will delay delivery, compensate society for damages and lawsuits caused by the delay.

This provision includes the partner who delays compliance of the industrial service that it has offered to contribute.

Article 1223

If the contribution consists of credits, the company, after the tradition, it will be considered the transferee of them, provided that the transfer is of the social contract.

Article 1224

If it is not expressly stipulated that the collection will be made by account of the transferor partner to pay him the liquid product, it will be considered as contribute the nominal value of the credits assigned and the prizes due two until the day of the transfer.

Article 1225

No member may be required to contribute more considerable than that to that has been forced.

However, if due to a change in circumstance you cannot obtain- is the object of the company without increasing the contributions, the partner who does not consents to this, they may withdraw, and must do so, if their companions.

Article 1226

No partner, even exercising the broadest administrative powers may incorporate a third party into the company without the consent of unanimous consent of his fellow members; but can without this consent associate him with himself, and then between him and the third party a private partnership, which will only be relative to the part of the former partner in the first society.

Article 1227

Every partner must respond to the company for damages that by his fault he has caused; and cannot compensate them with benefits that your industry has provided you in other businesses cios.

Article 1228

The industrial partner owes to the company the profits that during it obtained in the branch of industry that serves as the object of the company ñía.

Article 1229

When a partner authorized to manage charges an amount that was particularly due to him, from a person who owes to society another amount also due, the amount collected must be imputed to the two credits in proportion to their amount, even if they received the bo on account of your private credit.

If the partner had given the receipt on behalf of the credit of the company everything will be attributed to it.

The preceding rules shall be understood without prejudice to the right that has the debtor to make the most burdensome credit imputation.

Article 1230

If one of the partners has collected his fee in a social loan, and their partners could not later obtain their respective quotas of the same credit, due to the insolvency of the debtor or other reason, the first communicate with the second what you have received, although not exceeds the quota and even if in the payment letter or has attributed everything to she.

Article 1231

Each partner shall have the right to be compensated by the others, pro rata of its corporate interest, the sums that it may have advanced with holding of the company for obligations that for corporate business have legitimately and in good faith; and the damages that dangers inseparable from its management have caused it.

In case of this article, the part of the insolvent partner is distributed to pro rata among all.

Chapter IV

Of the obligations of the partners regarding third

Article 1232

The partners regarding their obligations towards third parties, must- They will be considered as if there was no society between them.

Article 1233

It will not be understood that the partner contracts on behalf of the company, but when expressed in the contract, or the circumstances, manifest it

unequivocally. In case of doubt, it will be understood that you hire your private name.

Article 1234

If the partner contracts on behalf of the company, but without sufficient power client, does not oblige it to a third party, but as a subsidy and up to the amount of the profit that she would have reported from the business.

If you contract in your own name, you do not oblige with respect to a third party or even because of this benefit, and the creditor may only try against the society the actions against it correspond to the debtor partner.

The provisions of this article and the previous one include even the partner exclusively in charge of administration.

Article 1235

The company being obliged with respect to third parties, the partners in equal parts, although their interest in it is unequal; but they will be responsible to each other in proportion to their social interest.

It will not be understood that the partners are jointly and severally bound but when it is so expressed in the title of the obligation, and it has been brought by all partners or with special power of these.

Article 1236

Creditors of the company are preferable to creditors of each partner, on social assets. But without prejudice to this privilege legio, the individual creditors of each partner can request the attachment go and auction of the part of this in the social fund. In this case there will be place of the dissolution of the company, the partner who causes it will respond rá of the damages and losses, if it is verified in an inappropriate time.

Chapter V

Of the dissolution of the company

Article 1237

The company is dissolved by the end of the term or by the event of the condition that has been prefixed to have an end.

It may, however, be extended by the unanimous consent of the partners.

Those who, together with society, are committed to co-debtors, they will not be responsible for the acts they initiate during the extension, if they have not agreed to it.

Article 1238

The company is dissolved by the consummation of the business so that was contracted.

But if a certain day has been set for the society to end and gado that day before the end of the business, it is not extended, it is dissolved the society.

Article 1239

The company is also dissolved due to its insolvency, or due to the ex-complete staining of the thing or things that make up its object.

If the extinction is partial, the company will continue, except for the right of the partners to demand their dissolution, if the remaining part does not may continue lately, and without prejudice to the provisions of the article next ass.

Article 1240

If any of the partners, due to their act or fault, stops putting the common thing or the industry to which the contract is bound, the others will have the right to consider the company dissolved.

Article 1241

If a partner has contributed ownership of a thing, the partnership subsists give even if that thing perishes, unless without it it cannot continue usefully.

If it has only contributed the use or enjoyment, the loss of the thing dissolves the partnership, unless the partner who contributed it replaces it to satisfaction of their partners, or that they determine to continue the partnership without it.

Article 1242

The company is also dissolved by the death of any of the partners, except when by law or special pact it must continue between the surviving partners, with or without the deceased's heirs.

The stipulation to continue the partnership with the heirs of the funto is understood in those that are formed for the lease of a building or for the work of mines.

Article 1243

If society is only to continue among the survivors, the heirs of the deceased will not be able to claim but what will be their author, according to the state of social business at the time of knowing the death; and will not participate in the subsequent emoluments or losses, but insofar as they were consequences of the operations that at the same time knowing death had already begun.

Article 1244

The company also expires due to the supervening disability or the insolvency of one of the partners.

However, the partnership may continue with the incapable or the failed do, and in such case the legal representative or the creditors will exercise their rights in social operations.

Article 1245

The company may expire at any time by the consent unanimous to the partners.

Article 1246

The company may also expire due to the resignation made by one of the partners, in good faith and in a timely manner.

But if the company has been hired for a fixed time or for business of limited duration, the resignation will not take effect, if by the society does not have the power to do so, or if no reason occurs serious, such as the non-performance of the obligations of another partner, the loss of day of an intelligent manager who cannot be replaced partners, illness of the renouncer that makes him unusable for the functions social, bad state of business due to unforeseen circumstances or other reasons of equal importance.

Article 1247

The resignation of a partner does not produce any effect, except by virtue of your notification to everyone else.

Notification to the partner or partners who exclusively manage will understand done to all.

Those of the partners who have not been notified of the resignation they may accept it later, if they deem it appropriate, or society subsisted in the intervening time.

Article 1248

The partner who resigns in bad faith or unexpectedly, is liable for the damages and losses caused by their separation.

The partner resigns in bad faith to take advantage of a profit that must belong to society.

The resignation is untimely when when being done, things are not found integrity and society is interested in the dissolution being delayed.

The provision of the first subsection includes the partner who in fact withdraw from society.

Article 1249

The dissolution of the company may not be claimed against a third party, but in the following cases:

1. When the company has expired due to the arrival of the preset day for the termination of the contract.
2. When it is proven that the third party has had timely notice of her by any means.

Article 1250

Once the company has been dissolved, the objects that make up his credit.

The rules regarding the partitioning of hereditary assets and obligations between co-heirs, will be applied to the division of the social wealth and the obligations between the members of the dissolved company, except in

TITLE VIII

MANDATE

Chapter I

General disposition

Article 1251

The mandate contract can be concluded between those present and absent, by public or private deed and even by word; but will not be admitted in trial the evidence of witnesses, but in accordance with the general rules them, nor the private deed when the laws require a public document.

The instrument in which the mandate is recorded is called power of attorney.

The general or very general powers must be granted in writing public and register in the corresponding section of the Registry of the Property and do not produce effect with respect to third parties but from the date of your registration.

Article 1252

The mandate contract is considered perfect by the tacit acceptance or express of the attorney or representative. Tacit acceptance is presumed for any act in execution of the mandate; except those that were made-ren to avoid damages to the principal while appointing another attorney.

Article 1253

By virtue of the general mandate or power of attorney for all businesses of a person, the agent can sell, mortgage and any other

way to alienate or encumber all kinds of goods; accept or repudiate inheritance companies, manage judicially, enter into all kinds of contracts and
tar all other legal acts that the principal could do,
except those that according to the law must be executed by the same
owner in person and acts for which the law expressly requires
very special power.

Article 1254

If the most general power is only for one or some businesses,
the agent will have respect to the business or businesses to which his power is
refers and of the goods that they understand, the same powers
that according to the previous article, has the general attorney for
all the businesses of one person.

Article 1255

By the general power of attorney for all, some or some businesses, has the
agent regarding the business or businesses to which his power refers,
broad and general administration, comprising the powers
following:

1. Celebrate the agreements and carry out the necessary acts for the
conservation or exploitation of assets.
2. Attempt and judicially sustain possessory actions and
that are necessary to interrupt the prescription with respect to
things that the mandate comprises.
3. Rent or lease personal property for up to one year, but if the
power of attorney is limited to a certain time, the lease period must not
exceed that period. To lease real estate, you require a
der generalissimo or special. (Reform of the General Leasing Law 7527
Urban and Suburban data of July 10, 1995).
4. Sell the fruits as well as the other movable property that for na-
nature are intended to be sold or exposed to per-
decay or deteriorate.
5. Demand judicially and extrajudicially the payment of credits and give
the corresponding receipts.
6. Execute all legal acts that according to the nature of the ne-

enjoyment, are virtually included in it as means of execution or as necessary consequences of the mandate.

Article 1256

The special power for a certain judicial and extra-judicial act dicial, will only empower the agent for the acts specified in the mandate, without being able to be extended even to those who are considered natural sequence of which the attorney is in charge of executing.

The special power of attorney granted for an act or contract with specific effects gistrals must be made in a public deed and it will not be necessary to sift it into the registry. (Amended by Law 7764 Notarial Code of April 17, 1998).

Article 1257

The agent whose faculties have not been indicated or limited cults, it will have those that the law grants to the attorney generalissimo, ral or special, according to the name given to it in power.

Article 1258

The mandate is not presumed free; it will be if so stipulated.

Article 1259

If there are two or more agents and it has not been prescribed that they exercise the mandate together, whatever any of them does is valid.

Article 1260

Those who do not have the capacity to oblige cannot be mandated garde for themselves.

However, minors can be non-judicial agents but the principal will not have action against the minor except in accordance with the general rules governing responsibility for the acts of said menores.

Article 1261

The agent will abide by the terms of the mandate except in the cases in which the law authorizes it to act otherwise.

Article 1262

The agent must refrain from fulfilling the mandate, the execution of which would be manifestly pernicious to the principal, if the damage has not been foreseen by him.

Article 1263

The agent may not, by himself or through an intermediary, buy the things that the principal has ordered him to sell, nor to sell his to the principal what he has ordered to buy, if not with express approval of the principal.

If you are commissioned to borrow money, you may lend it to same interest designated by the principal, or in the absence of such tion, at current interest; but empowered to place money at interest, he may not borrow it for himself, without the approval of the principal.

Article 1264

The agent may substitute the order, if the power of attorney is empowered expressly for this, and will only be liable for the acts of the substitute in the event that the principal has not appointed the person in whom made the substitution of power, and that the substitute was notoriously capable or insolvent.

When it comes to very special power, substitution can only be be done in the person or persons that the client indicates in the same power.

Article 1265

The previous agent may not revoke the substitution that may exist fact, but only when authorized to do so and expressly reserves that power when making the substitution.

Article 1266

For the delegation to take effect, it must be done with the same more formalities and requirements that the law requires for power.

The substitute agent has the same decisions towards the agent rights and obligations of the original attorney-in-fact.

Article 1267

The agent who is unable to act in accordance to his instructions, he must notify the principal and take the steps conservative actions that circumstances require.

It is the responsibility of the agent to prove force majeure or fortuitous event that prevents you from carrying out the orders of the principal.

Article 1268

The metallic species that the president has in his possession by account of the principal, perish for the agent even by force majeure or fortuitous event, unless they are contained in boxes or closed bags and sealed on which the accident or force majeure falls, or which by other unequivocal means the identity.

Article 1269

The president is obliged to account for his administration. The Important items on your account will be documented, if the principal not have relieved him of that obligation. The relief of surrendering or of

checking accounts does not exonerate the president of the charges against he justifies the principal.

Article 1270

The agent owes interest on the amounts applied to uses own, from the day he did it, and of those that remain to be concluded the mandate, since it has become delinquent.

Article 1271

Being several people in charge of the same command together each of them will be responsible for their actions, not having stipulated another thing.

If the mandate is not fulfilled, the responsibility will be shared equally among the readers.

Article 1272

The agent cannot compensate for the damages caused by the benefits that, on the other hand, he has secured by his diligence in the performance of their duties.

Chapter III

Obligations of the principal

Article 1273

The principal is obliged:

1. To provide the agent with what is necessary for the execution of the mandate.
2. To recognize reasonable expenses incurred in the execution of the mandate.
3. To pay the stipulated or usual remuneration.
4. To pay advance money with current interest.
tes.
5. To compensate the losses that have been caused without fault
yours or because of the mandate.

Unless there has been fault on the part of the president, he may not ex-
the principal to comply with these obligations, alleging that the
business entrusted to the president has not been successful, or that
expenses or losses incurred in the mandate could be lower.

Article 1274

The principal who does not fulfill what he is obliged to
do, authorizes the agent to withdraw from his order.

Article 1275

The principal will comply with the obligations that he has contracted on his behalf. do the agent within the limits of the mandate.

Although the president acts outside the terms of power, the
The principal shall be bound by his acts if he expressly or tacitly ratifies
fica any obligations contracted on your behalf.

Article 1276

When by the terms of the mandate or by the nature of the business
cio, it appears that this or that one should not be partially executed
partial execution will not bind the principal with respect to the
tary but insofar as it takes advantage.

Article 1277

The agent may retain the objects that have been delivered
on behalf of the principal, in security of the benefits to which he
be forced on his part.

Chapter IV

Of the termination of the mandate

Article 1278

The mandate ends:

1. Due to the performance of the business for which it was established
2. Due to the expiration of the term or the event of the condition
preset for the termination of the mandate.
3. For the revocation of the mandate

4. Due to the resignation of the agent

5. Due to the death of the principal or agent

6. Due to the bankruptcy or bankruptcy of one or the other

7. For the interdiction of one or the other

8. Due to the cessation of the principal's functions, if the mandate has been given in exercise and by reason of them.

Article 1279

When the mandate has been given in writing and the constituent revoke, you may demand that the agent return the document, if he will have it in his power.

Article 1280

When the mandate is for a certain business or act, it is revoked by the new power conferred on someone else for the same business or act.

Article 1281

If it is a question of general or general power of attorney for several businesses, by the new power of attorney for the same businesses, the previous unless expressly stated otherwise.

Article 1282

The revocation of the mandate has its effects regarding the mandate-lah as long as he knows it; but with respect to third parties, if the power is those that must be registered, only from the date they are registered screen revocation.

Article 1283

If the mandate expires due to the death of the principal, the agent be to continue in their performance, if the heirs do not provide respect of the business, and if doing otherwise could result in any damage.

Article 1284

If the mandate expires as a result of the death of the agent, the heirs of this must notify the principal, and do while

as much as is necessary to avoid harm.

Article 1285

The agent who resigns is obliged to continue in the performance of those businesses whose stoppage may harm the maintenance of until he has been notified of his resignation, he has had enough time to you to provide for the care of their interests.

Article 1286

If there are two or more presidents and by the constitution of the mandate are obliged to act jointly, one of them missing will be the mandate.

Article 1287

In general, every time the mandate expires for an ig- of the president, what he has done in execution of the mandate This data will be valid and will entitle third parties of good faith.

The principal shall also be bound, as if the mandate, to what the agent knowing the cause that has done it expire, have agreed with third parties in good faith; but you will have the right to be compensated by the agent.

When the fact that has caused the expiration of the mandate, has been entered in the Register, ceases from the date of entry the responsibility of the principal.

Chapter V

Of the judicial mandate

Article 1288

All the provisions of the previous chapter are applicable to the maintenance judicial data to the extent permitted by the nature of this mandate.

Article 1289

By virtue of the judicial power for all businesses the agent You can appear as an actor or as a defendant on behalf of your principal, in any business that interests him, follow the judgment or judgments in its various instances, use all ordinary and extraordinary resources

dinars, compromise, compromise in arbitrators or arbitrators, request and absolve positions, recognize documents, receive money and give the corresponding receipt, grant and cancel the deeds that the business or businesses require, renounce any procedure, challenge the function-judicial authorities and complain about them, or accuse them on the grounds of cios, and do everything the owner would do if he himself were, to carry out business.

Article 1290

If the general power of attorney is only for one or some judicial businesses cial, the attorney-in-fact will have for the business or businesses to which his refers to the same powers that, according to the previous article, has the general proxy for all legal affairs of a person.

Article 1291

They cannot be attorneys in court:

1. Non-emancipated minors.
2. The practicing judges.
3. The clerks or clerks of justice, except in matters that have direct interest.
4. The President of the Republic, Magistrates of the Court of Justice company, Secretaries of State, Provincial Governors and Agents of Police.
5. Those who by sentence have been prohibited from representing stand trial as attorneys or exercise public office.
6. Descendants against ascendants and vice versa, except in matters in which they are directly interested.
7. Those who are in a state of bankruptcy or legal insolvency-declared mind.

People who have the disability marked in the subsections 2,3,4, and 7 can substitute power, but cannot reserve the to revoke the substitution.

Article 1292

No power of attorney granted to two or more procur-raters with the clause that one cannot do anything without others;

but the same powers can be conferred on two or more persons if they simultaneously.

Article 1293

In the absence of prior stipulation, the judicial agents received The salaries that are set by experts will be in addition to the expenses in the cause. The prosecutors or representatives of the Treasury, of the Municipalities or other public corporations, cannot compromise or compromise in arbitrators without express and special authorization for the business or cough in question.

Article 1294

The attorney who has accepted the mandate of one of the parties does not can serve the other as prosecutor in the same cause, although nuncie the other power.

Chapter VI

Business management

Article 1295

When you voluntarily run the business of another, whether the owner knows the management, whether he ignores it, the one who exercises it is obliged to continue it if failure to do so may result in damage to the Owner of the business.

Article 1296

The manager is obliged to use all the care of a good father. family dre.

However, the circumstances that have determined it to be done management position may authorize the judge to moderate the sentence- tion in damages caused by his fault or negligence.

Article 1297

He who mixes in the business of another against the express will of the latter, is responsible for all damages and losses, even accidents if you do not prove that they would have been performed even if they had not re he intervened.

Article 1298

If the business has been well managed, the interested party will comply with the obligations that the manager has contracted in the management, and will reimburse useful expenses together with interest, from the day they have been made; The same will happen in the case that the manager has administered the businesses of another believing to manage their own.

Article 1299

The agent is obliged to render an account of his administration.

Article 1300

If someone handles other people's businesses because they are in such a way ties with their own that cannot be separated from the management of the ones of the others, will be considered as a partner of those whose business I will manage jointly.

TITLE IX

OF THE DEPOSIT

Chapter I

Of the deposit in general

Article 1301

The one who becomes the guarantor of an obligation, is subject to the creditor to fulfill it, if the debtor does not satisfy it by himself.

Article 1302

The bond that falls on an obligation that is not civil is void.
valid mind.

The case in which the invalidity comes from the incapacity is excepted debtor's personal, provided the guarantor has had knowledge of the incapacity at the time of being bound, and that the main obligation is naturally valid.

Article 1303

The guarantor may be bound to less, but not more than the debtor principal both in quantity and in the burdensomeness of the conditions.

If it has been obliged to more, its obligation will be reduced to the limits of the debtor.

Article 1304

The bond is not presumed, it must be express, and it cannot be extended to more than what is contained in it.

If the bond is indefinite, it will include not only the obligation but all its accessories, including the costs of the trial. against the debtor and all those subsequent to the summons made to the guarantor.

Article 1305

The person obliged to give guarantor must present one who has sufficient assets enough to respond to the object of the obligation, and to be subject to address in which it must be fulfilled.

Article 1306

The solvency of a guarantor will be estimated taking into account his assets real estate, except in commercial matters and in those in which the debt does not exceed five hundred colones.

When making this estimate, the real estate will not be taken into account tigious, nor those located outside the State, nor those whose make it very difficult because of the remoteness of their situation, nor those who are fords, unless, calculated the tax, there is some excess value, in which case the amount of the excess will be taken into account.

Article 1307

When the voluntary or judicial bond, given by the debtor has arrived- After being insufficient, another must be given.

In term or successive tract obligations, the creditor who does not requires bonds when the contract is concluded, you may require them, if after celebrated, the debtor suffers damage to his assets or intends to leave the Republic without leaving it sufficient assets in which it can be effective obligation.

Article 1308

The one who, having to give or replace the surety, does not present it inside of the term that the Judge designates, is bound at the request of a party legitimate, to the immediate payment of the debt, even if the term of this.

If the bond is to guarantee the administration of assets, it will cease this, if it does not occur in the term agreed or indicated by law or by the judge.

Article 1310

If the bond imports a guarantee of the amount that the debtor must receive, the sum will be deposited while the bond is given.

Chapter II

Effects of the surety between the guarantor and the creditor

Article 1311

The guarantor has the right to oppose all the exceptions that are inherited from the main obligation, and not those that are solely personal end of the debtor.

Article 1312

The guarantor is not obliged to pay except in default of the debtor, except who has renounced the benefit of excusión in the assets of this one.

Article 1313

Even if the excursion in the property of the debtor, the creditor is not obliged to do it until the guarantor required in view of the first proceedings directed against the.

Article 1314

The guarantor who requires for the excursion to be made, must indicate to the creditor the assets of the principal debtor or those that he has bound in guarantee of the debt, and advance enough money to make the excuse.

It should not indicate the assets of the principal debtor located outside the territory of the Republic, nor those taxed for the payment of another debt, but insofar as its value exceeds this, nor the disputed assets, except that are those especially affected to guarantee the debt.

Article 1315

Page 219

The transaction made by the guarantor with the creditor does not take effect to the principal debtor.

The one made by him does not have an effect on the surety against his Will.

Article 1316

If the guarantor is jointly and severally bound by the debtor to the pago of the debt, all the established rules will apply in this case for joint and several debtors.

Chapter III

Effects of the bond in relation to the debtor and to the guarantor

Article 1317

The guarantor who pays must be compensated by the debtor, even if the debtor You have not given your consent for the posting of the bond.

Article 1318

The guarantor who pays for the debtor must be compensated by him:

1. Of the principal debt.
2. Of the default interest since the payment has been notified to the debtor, although he is not bound by reason of the contract to pay them to the creditor.
3. Of the expenses you have made since the debtor gave notice of have been required for payment.
4. Of the damages and losses suffered by the debtor.

Article 1319

If the bond has been granted against the will of the debtor, the guarantor may not claim from him anything other than that to which he has right the creditor.

Article 1320

When there are many main joint debtors of the same debt, the guarantor of all or only one, has against any of the debtors the recourse to repeat the whole of what they paid.

Article 1321

If the guarantor makes the payment without informing the debtor, he may oppose all the exceptions that he could make to the creditor. dor at the time of payment.

Article 1322

If the debtor, ignoring the payment due to lack of notice from the guarantor, pays Again, the latter cannot repeat against the former, but only against the former. creditor.

Article 1323

If the guarantor has paid by virtue of a court ruling, and for fundamental reasons Given that he could not make the payment known to the debtor, he will be obliged to indemnify the former, and may not make exceptions other than those are inherent to the obligation and that have not been opposed by the surety having knowledge of them.

Article 1324

The guarantor may, even before having paid, demand that the debtor assure or relieve you of the bond:

1. If the debtor suffers damage to his assets, so that You are at risk of becoming insolvent.
2. If you intend to be absent from the Republic.
3. If he was forced to relieve him of the bail in a specified time and that

it has passed you.

4. If the debt becomes enforceable.

5. If ten years have passed without having the main obligation fixed term, and not being the bond for onerous title.

Chapter IV

Effects of the surety between the guarantors

Article 1325

If there are two or more guarantors of the same person for the same debt, the guarantor who paid has recourse against guarantors who are obliged at the same time as him for their respective portion and against the

that they were obligated before him for the entire amount paid; but it doesn't have no recourse against those who were subsequently bound.

Article 1326

If any of the guarantors is insolvent, their quota will be divided among the others pro rata.

Article 1327

The guarantors demanded by the one who paid, may oppose him the exceptions that the principal debtor could allege against the creditor, and that are not purely personal to the debtor or the guarantor who made the payment.

Article 1328

The guarantor of one of the joint and several co-debtors may demand the totality give of what he paid from each of the common guarantors of those; but with deduction of what you have to pay to contribute with your guarantors to pay the part that their guarantor had in the debt.

But if that guarantor had guaranteed the debt after the other guarantors, may repeat for each of these in full what you have paid.

Article 1329

The one that to guarantee the debt of another, constitutes a mortgage on his own farm, without becoming a guarantor, is considered for legal purposes them as a true guarantor; except not being able to be directly sued-mind, nor be obliged to more than what the mortgage imposes, according to the price at which it is sold.

The third owner of the mortgaged property will have the same obligations tions and rights of the original owner who constituted the mortgage.

Chapter V

Of the extinction of the bond

Article 1330

Once the principal obligation is extinguished, the bond is extinguished.

Article 1331

If the creditor voluntarily accepts a farm or any other thing in payment of the debt, the guarantor is exonerated even when the The creditor later loses the thing that was given to him by eviction.

Article 1332

When due to the fact or fault of the creditor, the guarantors cannot sub-be requested in the rights and privileges previous or accompanying the Bond, even if they are joint and several, are released from their obligation in the same proportion that the guarantees have been reduced.

Article 1333

The simple extension granted by the creditor to the principal debtor does not pound the guarantor, who in such a case may sue the debtor to oblige ask him to pay or release him from the bond.

TITLE X

OF THE LOAN

Chapter I

Article 1334

The loan, be it free or mutual, is a free contract.

Article 1335

The borrower cannot use the thing, unless the convention allow it, but in the use to which it is intended by its nature.

Article 1336

The borrower is obliged to take care of the thing as a good parent of family.

Article 1337

The borrower is obliged to reimburse the borrower what he has spent on the preservation of the thing, when the human They have been urgent; but the expenses made to facilitate the use of it are in charge of the borrower.

Article 1338

The borrower may retain the thing until it is reimbursed for the expenses you have made in its conservation. But he won't be able to hold her to compensate what the borrower owes you.

Article 1339

The estimate given to the thing at the time of the loan, produces the same effect as an express convention, by which the loan officer Rio will take the thing at risk.

Article 1340

If two or more are recipients of a thing, they will be jointly and severally responsible for the damages to which the as-
dante, unless the defendant borrower will prove that he was not at fault in them.

Article 1341

The loan expires:

1. Because the deadline set in the convention has arrived.
2. For having made the use for which the thing was lent.
3. Due to the death of the borrower.
4. Due to the occurrence of urgent and unforeseen circumstances that make the thing necessary for the comfortable.

Once the loan is over, the borrower must return the thing.

Article 1342

If the borrower, having knowledge of the defects of the thing, has not warned the borrower about them, he will be responsible for the damages and losses suffered by it.

Chapter II

Mutual

Article 1343

The borrower acquires the borrowed thing as property and runs from his account at all risk from the moment it was delivered to you.

Article 1344

The borrower is obliged to return the thing or another equivalent in number, quantity and quality within the agreed term.

Not having said anything about the term, the refund will be made thirty days after delivery of the thing, made to the borrower.

Article 1345

The restitution will be made in the agreed place; in the absence of a convention and being the mutual of effects, it will be done in the place where they are received. For money, at the domicile of the borrower.

Article 1346

If the borrower does not return the amount due, he must pay the value of the mutual, for whose estimation the time will be taken into account of the expiration of the term and the place where the loan is due be titled.

Article 1347

The mutual is responsible for the defects of the thing, in the terms us of article 1342.

TITLE XI

OF THE DEPOSIT

Chapter I

From the conventional deposit

Article 1348

The deposit is constituted for the safekeeping and custody of a thing piece of furniture.

It is free and the depositary cannot use the thing deposited. The contract by virtue of which a thing is delivered for its custody and custody. day, if a price is stipulated or if the use of the thing is allowed, it is governed by the rules of the lease of services or of the loan as appropriate.

Article 1349

The depositary is obliged to provide in the custody and conservation of the thing, the care and diligence that he usually uses in the guard of their own stuff.

Article 1350

The obligation to keep the thing includes that of respecting the deposit. site made under seal, lock or seam and if due to fault or fact it opens or discover the deposit, the depositary will respond for damages.

Article 1351

The depositary must return in kind the thing deposited, to that

in whose name it was made, or who legally represents it. If they were several depositors, will not deliver it until there is agreement between these, except what has been expressly stipulated in the contract.

Article 1352

The depositor may request at any time the refund of the purpose, even when a term has been designated for this, but the only when there is just cause can he return it, without part, before the term.

If the depositor refuses to receive it, the depositary may consign the thing deposited.

Article 1353

Delivery must be made at the agreed place; in the absence of an agreement, in the same place where the contract was verified. In both cases the Delivery costs are borne by the depositor.

Article 1354

If the custodian discovers that the thing is stolen and who is its true given owner, must notify the latter or the competent authority, with the due reserve; if within eight days you are not judicially ordered deliver or retain the thing, you can deliver it to the depositor, without incurring therefore in responsibility.

Article 1355

The depositary who is disturbed in possession, or stripped of the thing, will notify the depositor without delay, and while he does not attend, will take your defense. If you do not do so, you will be responsible for damages and damages.

Article 1356

The heir of the depositary who, ignoring the deposit, will sell or dispose of the thing deposited, you must return the price received in case of sale, or the one you had at the time you had her, in case of donation or having consumed it.

Article 1357

The depositor is obliged to indemnify the depositary for all expenses you have made in the conservation of the thing, and the losses that the guard may have caused him.

The depositary, to be paid, enjoys the right of retention.

Article 1358

The depositary cannot offset the obligation to return the debit Deposit, with the credit you have against the depositor.

Article 1359

In the case of a deposit made on the occasion of a disaster, such as fire, ruin, looting, shipwreck or the like, are you can admit to prove it, the testimonial test.

Chapter II

Judicial deposit

Article 1360

The rules of conventional deposit are applicable to judicial deposit. tional, save the modifications that are expressed in the following articles. below and in the Code of Procedures.

Article 1361

The judicial deposit is constituted by decree of the Judge, and is proof by the respective act.

Article 1362

Judicially, a deposit can be constituted, both of movable property as real estate, and although it is not free it does not change its character deposit.

Article 1363

The judicial custodian of a property has relatively his administration, the powers and obligations of a representative with power general.

Article 1364

The judicial depositary, after having accepted, cannot renounce the deposit without just cause, nor be removed except for missing some of the obligations of your order.

Article 1365

If the judicial depositary loses possession of the thing, it may cry out against any person who has taken it without decree of the Tribunal that has constituted the deposit.

Article 1366

No Magistrate, Judge, Mayor, nor the employees of the Court or Court that decrees the deposit.

TITLE XII

OF TRANSACTIONS AND COMMITMENTS

Chapter I

Of the transaction

Article 1367

Any question whether or not pending before the Courts may end per transaction.

Article 1368

The transaction is governed by the general rules of contracts as far as that is not expressly provided for in this title.

Article 1369

All transactions must contain the names of the contractors; the specific list of their claims; if there is a pending lawsuit, your status and the Judge before whom it hangs; the form and circumstances of the agreement and waiver that the contracting parties take any action that the one against the other.

Article 1370

When the transaction prevents future disputes, it must state in writing if the interest exceeds two hundred and fifty colones.

In pending litigation, whatever the value of the share, it must be recorded in writing.

Article 1371

If the transaction concerns a pending lawsuit, it can be done in a petition addressed to the Judge and signed by the interested parties at their request, mediating the respective authenticity in accordance with the law.

Article 1372

The general waiver of rights does not extend to other than the related to the dispute over which the transaction has already those who, due to the necessary induction of their words, should be considered turned on.

Article 1373

Only those who have the free power to alienate their goods and rights.

Article 1374

The transaction made by one of the interested parties does not harm or take advantage of others if they do not accept it.

Article 1375

You can compromise on the civil action arising from a crime, but But not for that, if the crime is of public order, the responsibility is extinguished. criminal liability nor is the crime considered proven.

In the case of crimes that criminal law qualifies as private, the transaction can be extended to both responsibilities: civil and penal.

Article 1376

You can not compromise on the civil status of people, or on the validity of the marriage; more without the transaction costing status or loss of status, if it can be compromised on pecuniaries that could be deduced from the declaration of marital status favor of a person.

Article 1377

The transaction to be dealt with on future crime, fraud or fault is void and on the civil action that arises from them; about future succession or so-
On the inheritance, before the testamentary of the deceased is opened.

The transaction on the right to receive food is also void.
cough, but you can compromise on alimony already owed.

Article 1378

The transaction carried out with the presence of documents that later
It has been declared false by court ruling, it is void.

Article 1379

The transaction is void on any business that is decided to
dicially by irrevocable sentence ignored by the interested parties or
by one of them.

Article 1380

The transaction may be terminated when it is made on the basis of a title
null, unless the parties have expressly dealt with the nullity
dad.

Article 1381

The discovery of new titles or documents is not cause for
void or rescind the transaction if there has been no bad faith on the other party
you, for having known and hidden the titles.

Article 1382

No claim may be made against the value or subsistence of a
transaction without previously ensuring the return of
everything received by virtue of the agreement to be challenged.

Article 1383

In transactions it gives rise to the sole eviction and sanitation-
mind in the case that for them, give one of the parties to the other thing that
it was not the subject of the dispute.

Article 1384

If in the transaction a penalty has been agreed for those who do not comply,
there will be room for it against the fault, without prejudice to being carried out

to the transaction in all its parts, unless otherwise stipulated contrary.

Article 1385

The transaction has the same efficacy and self-rity than *res judicata*.

Chapter II

Of commitments

Article 1386

By the commitment contract, the parties submit to the decision of arbitrators or arbitrators your current issues.

Article 1387

Repealed by Article 4 Law No. 8 of November 29, 1937.

Article 1388

Repealed by Article 4 Law No. 8 of November 29, 1937.

Article 1389

Repealed by Article 4 Law No. 8 of November 29, 1937.

Article 1390

By mutual consent, the parties may withdraw from the commitment. so in any state of business.

Article 1391

The commitment will be rescinded by the fact that one of the parties demand, before the courts, the resolution of the issues object of the contract, and that the other party does not claim the commitment within the term in which the law allows to oppose the exceptions (Amended by article 2 Law 7130 Civil Procedure Code of August 16, 1989. By article 9, it governs six months after its publication).

Article 1392

As applicable, they will be observed, regarding the contract of

TITLE XIII
OF THE DONATIONS
Single Chapter

Article 1393

The donation made after death is considered as a disposition of last will and is governed in everything by what is available for wills.

Article 1394

The onerous donation is not a donation, but insofar as the value of the donated exceeds the value of the charges imposed.

Article 1395

Donation is void under conditions whose compliance depends only of the will of the donor.

Article 1396

Donations cannot be made with reversion or replacement clauses.
tion.

Article 1397

Verbal donation is only allowed when there has been tradition and in the case of movable property whose value does not exceed two hundred fifty colones.

That of furniture whose value exceeds that sum and that of real estate it must be done in a public deed; missing that requirement, the donation it is absolutely nil.

Article 1398

It is also absolutely null:

1. The indeterminate donation of the whole or aliquot of the present goods; donated goods, whether all or part of those

belong to the donor, must be described individually; Y

2. The donation of goods to be acquired.

Article 1399

Acceptance can be made in the same deed of donation or in another separate one; but it does not take effect if it is not done while the donor is alive and within one year from the date of writing.

Once the acceptance is made in a separate deed, the donor must be notified dor.

Article 1400

To receive by donation it is necessary to be, at least, conceived at the time of writing the deed of donation; but it will remain tooth the right of the donee to comply with the provisions of the Article 13.

Article 1401

The provisions of articles 592, 593, are applicable to donations. and 594.

If within one year from the acceptance of the inheritance, the instituted heir does not claim the nullity of the donation, he can claim marla any of the legitimate heirs. In this case the returned by the donee yields in favor of the legitimate heirs, excluding of the testamentary, although it also has the quality of legitimate.

Article 1402

The donated goods are responsible for the donor's obligations, existing at the time of the donation, as long as they are not enough to fulfill them the goods that are reserved or acquired after the donor.

Article 1403

The donor is not liable for eviction, unless expressly stated force to present it.

Article 1404

The donation transfers ownership of the donated item to the donee.

Article 1405

Once accepted, it cannot be revoked except for ingratitude.
in the following cases:

1. If the donee commits any serious offense against the person or honor of the donor, their parents, consort or children.

2. If the donee accuses or denounces the donor, his consort, father or sons.

Article 1406

Once the donation is terminated, the donated goods will be restored to the donor, two, or if the donee had alienated them, their value at the time of the donation. The fruits received up to the day the demand for revocation, belong to the donee.

The revocation of the donation does not harm or the disposals made by the donee or to the mortgages and other real charges that he has imposed on the thing donated; unless in the case of real estate have made the disposals or constituted the charges or mortgages after the request for revocation has been registered in the Registry.

Article 1407

The revocation action cannot be waived early.

Prescribes in one year from the event that motivated it or from that he had news of the donor. It does not pass to the heirs of the donor unless said action has been established by him.

Article 1408

To donate on behalf of another requires very special power.

Article 1409

The law does not grant action to claim what has been won in go of whatever kind; but the loser can't repeat it paid voluntarily, except in the case of fraud.

This provision also applies to betting.

Article 1410

The insurance contract that does not refer to objects of commerce, is ge by the general rules of contracts.

FINAL ARTICLE

OF THE VALIDITY OF THIS CODE

This Code will take effect from the date that a subsequent law designate; and upon entry into force, the Civil Code issued will be repealed. enacted on July 30, one thousand eight hundred and forty-one and other laws that deal with the same subjects as the present one.

Given in the Presidential Palace. San José, April 26, one thousand, eight hundred and eighty six.

BERNARDO SOTO